

# CITY COUNCIL

1520 AVENUE K



DATE: 3/18/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: John Chen, Children's Pastor  
Plano Chinese Alliance Church  
PLEDGE OF ALLEGIANCE: Girl Scout Troop 3357  
Aldridge & Sigler Elementary Schools

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>SPECIAL RECOGNITION: The Plano Management Preparation Program is recognizing those who graduated from the recently completed course.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>City Secretary</u></b></p> <p>Lisa Henderson</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><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></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><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></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b> February 24, 2014</p>	
	<p><b><u>Approval of Expenditures</u></b></p>	
(b)	<p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b> CSP No. 2014-8-B for the construction of the Technology Services Data Center Phase II to Turner Construction Company, in the amount of \$2,959,000; and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2014-99-B for the purchase of a Chevrolet 1-Ton Utility Truck with a Valve Turner Machine for Fleet Services to be utilized by the Public Works Department from Reliable Chevrolet in the amount of \$62,945 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2014-81-C for a one (1) year contract with three (3) optional one year renewals for Athletic Field Fertilizer for the Parks and Recreation Department to 4C Lonestar Ranch and Outdoors in the estimated annual amount of \$93,675 and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p><b>Purchase from an Existing Contract</b> To approve the purchase of six (6) Kubota Z300 Zero Turn Mowers from Kubota Tractor Corporation utilizing TASB/BuyBoard Contract No. 373-11 in the amount of \$85,691 for the Fleet Department to be utilized by Parks and Recreation and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>To approve the purchase of plaster replacement at the Rowlinson Natatorium in the amount of \$89,900 from Sunbelt Pools through an existing contract/agreement with Buyboard; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 423-13)</p>	
(g)	<p>To approve the purchase of Municipal Center South Fiber Optic By-pass in the amount of \$94,189 from Able Communications, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (2011-195-C).</p>	
(h)	<p>To approve the purchase of additional CommVault Backup Software Licensing Capacity in the amount of \$143,200 from CDW Government LLC (CDW-G) through an existing contract with TCPN (The Cooperative Purchasing Network) and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p> <p>(i) To approve a Landscape Architecture Services Agreement by and between the City of Plano and David C. Baldwin, Inc. in the amount of \$113,262 for design services for Willowcreek Park Renovation and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(j) To authorize the City Manager to execute a Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company; and authorizing the City Manager to execute all necessary documents; and providing an effective date.</p>	
	<p>(k) To authorize the filing of application for federal funds in an amount not to exceed \$80,000 under the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>	
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(l) To abandon all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to WC Custer Creek Center, L.P., as recorded in Document Number 20110623000649 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, WC Custer Creek Center, 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>(m) To abandon all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to Plano Spring Creek Partners, L.P., as recorded in Document Number 20130402000434070 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Plano Spring Creek Partners, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(n)	To authorize the City of Plano's Housing Rehabilitation Program to acquire, rehabilitate, and resell single family homes; authorizing the City Manager to execute all necessary documents; and providing a severability clause, a savings clause, and an effective date.	
(o)	To transfer the sum of \$100,000 from the the Police & Court Facilities CIP Fund Unappropriated fund balance to the Police & Court Facilities CIP Fund for fiscal year 2013-14 for the purpose of providing funding for the Municipal Center South Fiber Optic By-pass project, amending the Community Investment Program of the City and Ordinance No. 2013-9-9, Section 1, Item "C" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.	
(p)	To amend a section of Ordinance No. 2013-8-7, codified as Section 16-82 of Article V, Chapter 16, of the Code of Ordinances, of the City of Plano, Texas, and adding a new section to reinstate alternate members to the Board of Adjustment; and providing a repealer clause, a severability clause; a savings clause, and an effective date.	
<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p>		
<p><b><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></b></p>		
<p><b><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></b></p>		
(1)	Public Hearing and consideration of Annexation Case 2014-01 - Request to annex 1.035± acres located within the right-of-way of W. Park Boulevard, approximately 750 feet west of Plano Parkway. The right-of-way is located in the J. Myers Survey, Abstract No. 619, the J.W. Haynes Survey, Abstract No. 458, and the Mary Ann Taylor Survey, Abstract No. 897, all in Collin County. Applicant: City of Plano	
(2)	Consideration of a Resolution to authorize the City Manager to take such action and execute such documents as necessary to effectuate a partnership with the ArtCentre of Plano, Inc. for the restoration and use of the Saigling House; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/18/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Plano Management Preparation Program is recognizing those who graduated from the recently completed course.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
February 24, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Paige Mims, City Attorney  
Alice D. Snyder, Interim City Secretary

Mayor LaRosiliere called the meeting to order at 6:00 p.m., Monday, February 24, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087 and Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:55 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion**

No items were brought forward.

**Council items for discussion/action on future agendas**

No items were discussed.

**Consent and Regular Agendas**

Council Member Davidson requested that Consent Agenda Item "Q" be pulled for individual consideration. Mayor Pro Tem Smith stated she will be stepping down on Consent Agenda Item "Q" due to a possible conflict of interest.

City Manager Glasscock introduced Lisa Henderson as the new City Secretary beginning March 10. Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:57 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST

---

Alice D. Snyder, Interim City Secretary

**PLANO CITY COUNCIL**  
**February 24, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Attorney  
Paige Mims, City Attorney  
Alice D. Snyder, Interim City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 24, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Keith Gray, Student Ministry Pastor of Meadows Baptist Church led the invocation and Council Member Patrick Gallagher led the Pledge of Allegiance.

The Texas Floodplain Management Association presented the City of Plano a plaque in recognition for its accomplishments in floodplain management.

**Comments of Public Interest**

Mayor LaRosiliere stated the widening of Windhaven Parkway will be an item of discussion at the next scheduled Preliminary Open Meeting. Michael Whitted, Clint Hughes, Don Copeland, Dmitri Furman and Mark Wessler spoke in opposition to the widening of Windhaven Parkway.

City Attorney Mims spoke to concerns and complaints being addressed through the State process with the Texas Alcoholic Beverage Commission. Ron Kelley, Bob Florsheim, Brian Sterling and Mike Ross spoke in opposition to the location of a package store on Midway Road at Parker Road.

**CONSENT AGENDA**

Council Member Davidson requested that Consent Agenda Item "Q" be pulled for individual consideration. Mayor Pro Tem Smith stated she will be stepping down for Consent Agenda Item "Q" due to a possible conflict of interest.

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

**Approval of Minutes** (Consent Agenda Item "A")  
January 27, 2014 (Revised)  
February 10, 2014

**Approval of Expenditures**

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

**Bid No. 2014-107-B** for the purchase of seventeen (17) Black and White Chevrolet Police Package Tahoe's for Fleet Services to be utilized by the Police Department from Reliable Chevrolet in the amount of \$483,459 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2014-64-B** for the Pavement Maintenance Legacy Area, Project No. 6381 to Lone Star Civil Construction, Inc. in the amount of \$797,444 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**Bid No. 2014-38-B** for the Arterial Pavement Repair Midway Road and Communications Parkway, Project No. 6361 to Lone Star Civil Construction, Inc. in the amount of \$954,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

**Bid No. 2014-37-B** for the Residential Concrete Pavement Repair Project, Zone J9, Project No. 6366 to Jim Bowman Construction Co., LP in the amount of \$1,772,984 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

**Bid No. 2014-54-C** for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance for US 75 and the North Dallas Tollway for the Parks and Recreation Department to Carruthers Landscape Management, Inc. in the estimated annual amount of \$124,088 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

**Bid No. 2014-53-C** for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance at various locations for the Parks and Recreation Department to Lillard Lawn & Landscaping, Inc. in the estimated annual amount of \$253,374 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

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

To approve a Landscape Architecture Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of \$113,770 for design services for the Plano-Richardson-Murphy Trail Connection, Phase 2 project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 1 for the expansion of users of the time keeping solution at multiple locations within the City from Kronos Incorporated through an existing DIR (Department of Information Resources) contract in the estimated annual amount of \$59,348 and to authorize the City Manager to execute all related documents. (DIR-SDD-1677) (Consent Agenda Item "I")

### **Adoption of Resolutions**

**Resolution No. 2014-2-4(R):** To repeal Resolution No. 2009-8-17(R), assigning preferential purchase authority for cement produced by dry kilns with an emission rate of 1.7 pounds of NO<sub>x</sub> per ton of clinker or less (green concrete); and authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "J")

**Resolution No. 2014-2-5(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item "K")

**Resolution No. 2014-2-6(R):** To authorize the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$60,074 for a Community Clean-Up Trailer Program through the North Central Texas Council of Governments; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date. (Consent Agenda Item "L")

**Resolution No. 2014-2-7(R):** To approve the hiring of Michelle Voirin as Assistant City Attorney III by the City Attorney; and providing an effective date. (Consent Agenda Item "M")

**Resolution No. 2014-2-8(R):** To appoint James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. (Consent Agenda Item "N")

**Resolution No. 2014-2-9(R):** To approve the Investment Portfolio Summary for the quarter ending December 31, 2013 and providing an effective date. (Consent Agenda Item "O")

### **Adoption of Ordinances**

**Ordinance No. 2014-2-10:** To amend Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas by amending Section 21-26 of Article II, Water, Division 1.5, Cross Connection Control Program; providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause, and an effective date. (Consent Agenda Item "P")

**END OF CONSENT**

Mayor Pro Tem Smith stepped down from the bench for the following item to be considered.

**Ordinance No. 2014-2-11:** To amend Ordinance No. 2013-10-15, by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “Q”)

At the request of Council Member Davidson, City Attorney Mims spoke to recent legislative changes, clarification of amendments, duration of signs at active City polling locations and a revision to changing the size of signs from 36 square feet to a maximum size of 4 square feet at City polling locations.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Davidson, the Council voted 7-0 to amend Ordinance No. 2013-10-15, by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; and further to adopt Ordinance No. 2014-2-11 with revisions.

**Public Hearing and adoption of Ordinance No. 2014-2-12** as requested in Zoning Case 2013-34 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 16.8± acres of land located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: ONALP, L.P. (Regular Agenda Item “1”)

City Manager Glasscock introduced Christina Day as the new Director of Planning and stated Phyllis Jarrell, who was the previous Director of Planning, is now the Director of Special Projects.

Director of Planning Day advised Council this request is to rezone 16.8± acres from Corridor Commercial to Planned Development-Corridor Commercial to allow multifamily development and spoke to the uniqueness of the property. Ms. Day reviewed the planned development standards and advised Council that Dallas Area Rapid Transit (DART) recently contacted the City regarding right-of-way acquisition on this site, 60 feet in from the eastern edge of the DART rail line. She spoke to the applicant being able to address the development plan if DART acquires the right-of-way and the zoning not being affected, with the exception of the Landscaping and Open Space requirement 3.a. *Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on-site will be preserved.* She spoke to the majority of trees being located in the proposed DART right-of-way and the outcome should DART choose to utilize the right-of-way.

Ms. Day spoke to the Future Land Use Plan showing this area as Freeway Commercial, the proposed planned development retaining the flexibility to develop this site in the future as Commercial Development, although the multifamily residential development proposed is not in conformance with that element of the Future Land Use Plan. She spoke to the Economic Development Element and Land Use Element of the Comprehensive Plan discouraging rezoning properties for residential use in prime economic development areas of the City; however, this site has limited visibility due to the height of the turnpike, irregular shape, and easements on the south side, thus making it a challenge to develop.

Ms. Day spoke to the Housing Element in regards to the Alternative Neighborhood Format, due to the walkability to the DART station, and multifamily residential density (minimum of 40 units per acre). She stated with the right-of-way reservation, the density would be close to 38 units per acre. Ms. Day spoke to the uniqueness and development challenges of the site and the asset of pedestrian access to the President George Bush Turnpike. She stated that the Planning and Zoning Commission recommended approval and Staff is recommending approval as presented with the modification of removing Item 3.a. Landscaping Requirements as follows: (Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Restrictions:

The permitted uses and standards shall be in accordance with the Corridor Commercial (CC) zoning district unless otherwise specified within this planned development.

#### Multifamily Residential Development Standards

1. Multifamily residential is an additional permitted use.
2. Maximum Floor to Area Ratio: 1.75:1
3. Minimum Rear Yard: None, except as required by building or fire codes
4. Required Parking:
  - a. One Bedroom or Less: One space per unit
  - b. Two Bedrooms: 1.5 spaces per unit
  - c. Three Bedrooms or More: Two spaces per unit
5. Maximum Density: 100 dwelling units per acre
6. Minimum Density: 35 dwelling units per acre
7. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).
8. Minimum Floor Area Per Dwelling Unit: None

Multifamily Residential Design Standards

1. Streetscape

Street trees shall be provided at a rate of one tree per 50 linear feet of street.

2. Building Design

- a. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into setbacks provided accessible pathways are maintained.
- b. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line, with the following exceptions:
  - i. Buildings fronting Plano Parkway have a minimum front yard setback of 30 feet and must be constructed so that a minimum of 60% of the facade falls within 40 feet of the right-of-way line.
  - ii. Where easements are present, a minimum of 60% of each facade must be built within 15 feet of the easement line.

3. Landscaping and Open Space:

- a. ~~Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on site will be preserved.~~

~~Except as stated below,~~ Landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Subsection 4.704 (190 Tollway/Plano Parkway Overlay District) except as follows:

- a. No landscape edge is required along Executive Drive and Crawford Road.
  - b. Landscape edge width may be reduced to 20 feet along State Highway 190 and Plano Parkway.
  - c. If easement areas falls within the landscape edge, no shade trees will be required, only grass, shrubs and ornamentals.
4. Fencing: Fencing not more than six feet in height is allowed between buildings, must be 50% open, and may not be placed between the front building façade and the street right-of-way. Fencing along the east property line (DART right-of-way) may be up to eight feet in height and may be of solid construction.
5. Masonry: No minimum masonry requirements.

6. Signage: Except as stated below, signage shall be provided per Section 3.1600 (Sign Regulations) except as follows:
  - a. One monument sign or projecting sign is allowed along each frontage.
  - b. Monument signs will be limited to a maximum height of 10 feet and a maximum size of 100 square feet.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Duggan and seconded by Council Member Downs, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 16.8± acres of land located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and further to adopt Ordinance No. 2014-2-12 with revisions.

**Public Hearing and adoption of Ordinance No. 2014-2-13** as requested in Zoning Case 2013-37 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres of land located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Cencor Realty Services (Regular Agenda Item “2”)

Director of Planning Day stated this request is to amend the planned development district specifically related to signage and spoke to modifications allowing illuminated signage (northern edge of the property adjacent to the Cinemark theater), additional identification sign (archway feature over the southern entrance into the property off Parker Road), electronic projecting sign and size of the electronic sign. Ms. Day advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Restrictions:

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

### **General Provisions of the Planned Development**

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

3. Site Design

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

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

5. Area, Yard, and Bulk Requirements

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

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

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

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

e. Setbacks from Parker Road: Minimum of 30 feet as measured from the property line provided that parking and driveways are prohibited between the building face and the street. For areas with parking and driveways between the building face and the street, a minimum 50 foot setback is required.

6. Landscaping

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

i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Boulevard may be reduced to eight feet in width. A

continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.

- ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

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

8. Building Materials

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

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

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway ~~and building facades fronting the existing east/west fire lane of the regional theater property to the north~~ allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

- b. In addition to the existing allowed signage, one freestanding identification sign may be constructed subject to the following:

- i. The sign may be an architectural entry feature that spans the north/south pedestrian-oriented private roadway.
- ii. The minimum height of the feature shall be 14 feet. The maximum height of the feature shall be limited to 21 feet.
- iii. The sign copy area shall be limited to a maximum of 150 square feet and shall not extend beyond the edges of the entry feature.
- iv. The sign is exempt from the requirement that it be located at least 30 feet from a property line. The sign is also exempt from the requirement that it be located at least 60 feet from a general business sign.

- ~~b.c.~~In addition to the existing allowed signage, one electronic projecting sign will be allowed, integrated into the building architecture, subject to the following:

- i. The copy area shall not exceed 150 square feet.
- ii. The height of the sign shall not exceed nine feet.
- iii. The horizontal portion of the sign shall not exceed 16 feet.

- ~~e.d.~~All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

Mayor LaRosiliere opened the public hearing. David Palmer, representing the applicant, spoke to the signage and size and requested approval as proposed. Mayor LaRosiliere closed the public hearing.

Ms. Day responded to Deputy Mayor Pro Tem Harris in regards to potential requests of electronic signage in this area and the regulation of uses of electronic signs. City Attorney Mims and Development Review Manager Hill responded to Council Member Downs regarding the status of an ordinance on electronic billboard signs and Mr. Hill addressed Mayor LaRosiliere in regards to Staff initially recommending a wall sign versus a projected sign. Council Member Downs spoke in favor of the uniqueness of the signage.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres of land located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations; directing a change accordingly in the official zoning map of the City; and further to adopt Ordinance No. 2014-2-13.

**Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness** to demolish the existing detached garage at 813 E. 18th Street to construct a 2,208 square foot single story building. Zoned Retail (R), Heritage Resource #20 Designation (H-20). Applicant: Bill Lisle III (Regular Agenda Item "3")

Comprehensive Planning Manager Schwarz spoke to the Heritage Commission's decision of denial of a Certificate of Appropriateness based on several points: construction work proceeding without an approved Certificate of Appropriateness, building permit or any planning or zoning approvals; construction work progressing regardless of three stop work orders posted by the Building Inspections Department; concern that the applicant had not submitted a 150 foot hose lay requirement variance request with the Fire Department; and that the applicant was not available to address the Commission's questions or concerns. Ms. Schwarz spoke to the Heritage Commission's decision that the Certificate of Appropriateness application was incomplete without an updated site plan, and further agreed the proposed structures compliance with the existing Haggard Heritage Resource District, preservation guidelines could not be determined.

Bill Lisle III, applicant, spoke to the non-conformance of the non-historic structure, the newly built garage with plans of moving it forward and removal of the non-conforming structure. Mr. Lisle discussed the Heritage Commission's process, addressed the stop work orders and the proposed structure. Citizens Melissa O'Neal and Pam Hatcher, members of the Haggard Park HOA Board, stated their support for the Heritage Commission's decision.

Ms. Schwarz responded to Deputy Mayor Pro Tem Harris regarding opting out of a historic district. Council Member Downs and Mayor Pro Tem Smith proposed that the applicant resubmit the required documentation and let the Heritage Commission review it once more. Mayor LaRosiliere and Council Member Gallagher spoke in non-support of the appeal and Mayor LaRosiliere spoke to precedence of the Council.

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to uphold the Heritage Commission's denial of a Certificate of Appropriateness to demolish the existing detached garage at 813 E. 18th Street to construct a 2,208 square foot single story building. Zoned Retail (R), Heritage Resource #20 Designation (H-20).

**Public Hearing and adoption of Ordinance No. 2014-2-14** to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano (Regular Agenda Item “4”)

Comprehensive Planning Manager Schwarz spoke to two proposed amendments to the Thoroughfare Plan map of the Comprehensive Plan. Ms. Schwarz stated the first amendment is located in the southwest quadrant of Sam Rayburn Tollway/State Highway 121 and Preston Road intersection and spoke to the map presently showing a Type F thoroughfare (60 foot right-of-way) west of Preston Road and then turning north to SH 121. She advised the Planning and Zoning Commission recently approved a concept plan for the Village at 121 Addition and that it calls for the extension of Towne Square Drive west of Preston Road and for Belleview Drive north of Headquarters Drive into the site. Ms. Schwarz stated a public way will extend north of the proposed intersection of Belleview Drive and Towne Square Drive, provide access to the SH 121 eastbound frontage road and redirect the Type F thoroughfare to the west and south along the proposed alignments of Towne Square Drive and Belleview Drive.

Ms. Schwarz stated the second proposed amendment will provide a connection from the U.S. Highway 75 northbound frontage road to K Avenue and is an addition to the Thoroughfare Plan Map of a Type F thoroughfare from U.S. Highway 75 to K Avenue, about halfway between Parker Road and Spring Creek Parkway. She spoke to the roadway requiring an overpass over the Dallas Area Rapid Transit (DART) railroad right-of-way and the purpose of the roadway is to provide a more direct option for motorists visiting the businesses along the east side of U.S. Highway 75, north of Parker Road, to travel southbound in the area. Ms. Schwarz stated the Traffic Engineering Division has reviewed the proposed amendments to the Thoroughfare Plan map and concludes the new roadways would improve access and traffic flow at the two proposed locations.

Director of Planning Day responded to Deputy Mayor Pro Tem Harris, providing clarification of location of the connection to the SH 121/Preston Road amendment and accessibility to the overpass at Preston Road. Ms. Schwarz responded to Council Member Downs in regards to the general location of where the cut through may be from the U.S. Highway 75 frontage road over to K Avenue and advised that the Planning and Zoning Commission recommends approval as submitted.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and further to adopt Ordinance No. 2014-2-14.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:24 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST

---

Alice D. Snyder, Interim City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:	3/18/14				
Department:	Engineering				
Department Head:	Jack Carr				
Agenda Coordinator (include phone #):			<b>Kathleen Schonne (7198)</b>	<b>Project No. 6119</b>	
<b>CAPTION</b>					
CSP No. 2014-8-B for the construction of the Technology Services Data Center Phase II to Turner Construction Company, in the amount of \$2,959,000; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		5,716,131	2,403,869	611,000	<b>8,731,000</b>
Encumbered/Expended Amount		-5,716,131	-51,785	0	<b>-5,767,916</b>
This Item		0	-2,348,000	-611,000	<b>-2,959,000</b>
BALANCE		0	4,084	0	<b>4,084</b>
<b>FUND(S):    MUNICIPAL FACILITIES CIP FUND, CAPITAL RESERVE FUND</b>					
<p><b>COMMENTS:</b> Funds are available in the 2013-14 Municipal Facilities CIP and Capital Reserve CIP and are planned for the 2014-15 Municipal Facilities CIP and Capital Reserve CIP. This item, in the amount of \$2,959,000, will leave a final balance for the Technology Services Data Center project of \$4,084. <b>STRATEGIC PLAN GOAL:</b> Constructing the second phase of the Technology Services Data Center relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the Competitive Sealed Proposal of Turner Construction Company, in the amount of \$2,959,000, be accepted as the best value conditioned on the timely execution of necessary contract documents for the construction of the Technology Services Data Center Phase II.</p> <p>1117 E. 15<sup>th</sup> Street, Plano, TX 75074</p> <p><a href="https://maps.google.com/maps?f=q&amp;source=s_q&amp;hl=en&amp;geocode=&amp;q=1117+East+15th+Street,+Plano,+TX&amp;aq=0&amp;oq=1117+East+15th+Street&amp;sl=31.168934,-100.076842&amp;sspn=12.955375,23.269043&amp;vpsrc=0&amp;t=h&amp;ie=UTF8&amp;hq=&amp;hnear=1117+E+15th+St,+Plano,+Texas+75074&amp;z=16&amp;iwloc=A">https://maps.google.com/maps?f=q&amp;source=s_q&amp;hl=en&amp;geocode=&amp;q=1117+East+15th+Street,+Plano,+TX&amp;aq=0&amp;oq=1117+East+15th+Street&amp;sl=31.168934,-100.076842&amp;sspn=12.955375,23.269043&amp;vpsrc=0&amp;t=h&amp;ie=UTF8&amp;hq=&amp;hnear=1117+E+15th+St,+Plano,+Texas+75074&amp;z=16&amp;iwloc=A</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation memo dated February 4, 2014			N/A		
CSP Recap					
Location Map					



City of Plano  
1520 K Avenue  
Plano, TX 75074

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

TO: Michael Parrish  
FROM: Jim Razinha, Facilities Manager  
DATE: 4 February 2014  
SUBJECT: **TECHNOLOGY SERVICES DATA CENTER PHASE II, Project No. 6119  
CSP Number 2014-8-B**

**Recommendation:** Per the weighted scoring of the proposals received and evaluated for the subject Competitive Sealed Proposal as summarized below, I recommend award to Turner Construction Company in the amount of \$2,959,000 and 225 days construction time from Notice to Proceed as being the best value to the City of Plano.

**Explanation:**

Three proposals were submitted, with price weighted at 60% of the overall score. A Technical Evaluation Team ranked only the technical aspects of the proposals.

Award recommendation is based on the following evaluation criteria:

Price:	60%
General construction experience & past performance on similar projects	12%
Staff experience	10%
Quality Control and Warranty Program	8%
<u>Time to construct the project</u>	10%
	100%

Turner Construction Company ranked the highest overall of the three proposers evaluated. Turner Construction's proposed price was the second lowest. The Technical Evaluation Team scored Turner Construction as well above meeting the needs identified in the solicitation, demonstrating significant experience in similar projects and presenting quality control and warranty programs meeting the needs identified. The time of construction proposed by Turner Construction was the shortest (by 35 and 135 days). As the Technical Evaluation Team felt that Turner Construction Company presented the best value for the project, Purchasing requested a Best and Final Offer from Turner Construction. Turner reduced its price by \$24,000.

Nissi Group ranked second in the overall ranking. Nissi Group proposed the lowest cost of construction, but the Technical Evaluation Team scored Nissi Group as well below meeting the needs identified in the solicitation. The Technical Evaluation Team determined the Nissi Group proposal did not demonstrate experience in constructing similar projects and that its proposed project team had little experience in similar projects, and that the information provided on the quality control and warranty programs did not meet the needs identified. The construction time proposed by Nissi Group was 15% longer (35 days) longer than the shortest time proposed.

Big Sky Construction Co., Inc. ranked third overall, having the highest proposed price and construction time – the time of construction was four and a half months longer (60%, 135 days) than that proposed by Turner Construction. Big Sky Construction's technical weighted score ranked them second of the three for the technical component.

# CITY OF PLANO

**CSP NO. 2014-8-B  
CSP FOR TECHNOLOGY SERVICES DATA CENTER – PHASE II –  
PROJECT NO. 6119  
CSP RECAP**

---

---

**Bid Opening Date/Time:** December 16, 2013 @ 1:00 PM

**Number of Vendors Notified:** 3921

**Vendors Submitting "No Bids":** 0

**Number of Non-Responsive Bids:** 2

**Number of Responsive Bids Submitted:** 3

Nissi Group, Inc.	\$2,599,000
Turner Construction Company	\$2,959,000
Big Sky Construction Company, Inc.	\$3,030,354

**Recommended Vendor:**

Turner Construction Company	\$2,959,000
-----------------------------	-------------

*Michael Parrish*

*February 5, 2014*

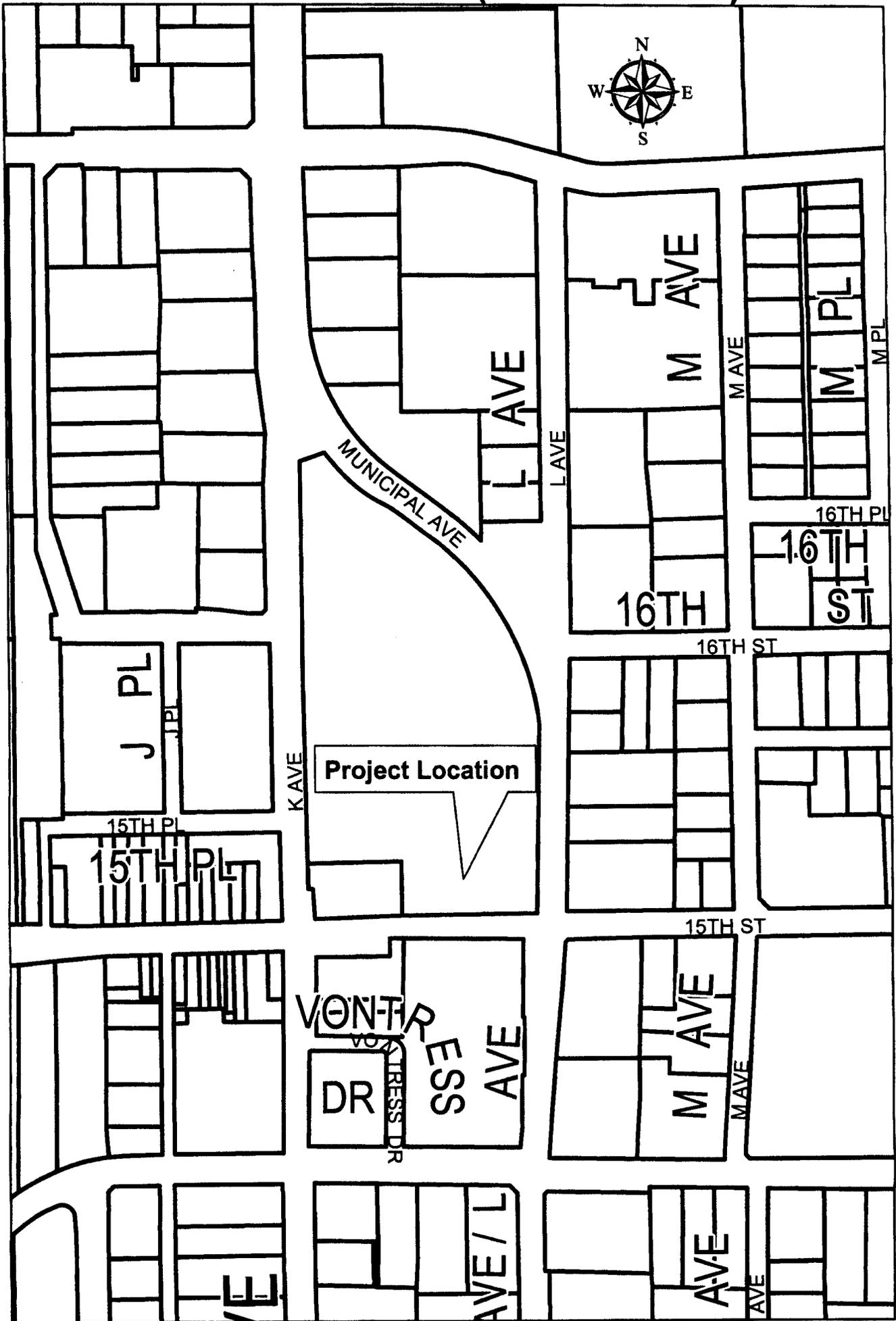
---

Michael Parrish, Senior Buyer

---

Date

# 1117 E. 15th Street (Tech Services)





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x 7376</b>				
<b>CAPTION</b>				
Bid No. 2014-99-B for the purchase of a Chevrolet 1-Ton Utility Truck with a Valve Turner Machine for Fleet Services to be utilized by the Public Works Department from Reliable Chevrolet in the amount of \$62,945, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	71,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-62,945	0
BALANCE		0	8,055	0
<b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>				
<b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) Chevrolet 1-Ton Utility Truck with a Valve Turner Machine for Cost Center #763/Utility District #2 unit #03322/Truck and unit #03711/Valve Turner Machine. Remaining balance will be used for other Fleet and Equipment purchases. <b>STRATEGIC PLAN GOAL:</b> Providing one (1) Chevrolet 1-Ton Utility Truck with a Valve Turner Machine for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Reliable Chevrolet in the amount of \$62,945, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by Public Works. (Bid No. 2014-99-B)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo Bid Recap			NA	



# Memorandum

**Date:** January 31, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Utility Operations Valve Turner Truck

Fleet Services has reviewed all bids received on City of Plano Bid #2014-99-B and recommends the purchase of one (1) Chevrolet 1-Ton Utility Truck with hydraulic valve turner from Reliable Chevrolet, the lowest responsive, responsible bidder, in the amount of \$62,945.00.

This vehicle is for the scheduled replacement of unit #03322 Truck with unit #03711 Valve Turner in Cost Center 763/Utility District #2, approved in the FY13-14 Equipment Replacement Fund. Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance and it would limit the Department in their capacity to maintain the City's infrastructure.

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

CITY OF PLANO

BID NO. 2014-99-B

One-Ton Extended Cab, SRW, Utility Body with PTO Valve Operator  
BID RECAP

---

---

**Bid opening Date/Time:** January 28, 2014 @ 2:00 PM

**Number of Vendors Notified:** 767

**Vendors Submitting "No Bids":** 0

**Number of Bids Submitted Non-Responsive:** 0

**Number of Bids Submitted:** 4

Reliable Chevrolet	\$ 62,945.00
Reliable Chevrolet	\$ 64,537.00
Reliable Chevrolet	\$ 65,205.00
Southwest Ford Inc.	\$ 70,606.10

**Recommended Vendor:**

Reliable Chevrolet	\$ 62,945.00
--------------------	--------------

*Lincoln Thompson*

\_\_\_\_\_  
Lincoln Thompson  
Senior Buyer

*March 5, 2014*

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		03/18/14			
Department:		Parks & Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Leslie Hooker ext. 7204</b>					
<b>CAPTION</b>					
Bid No. 2014-81-C for a one (1) year contract with three (3) optional one year renewals for Athletic Field Fertilizer for the Parks and Recreation Department to 4C Lonestar Ranch and Outdoors in the estimated annual amount of \$93,675 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-2014; 2014-2015; 2015-2016; 2016-2017</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	659,771	281,025	<b>940,796</b>
Encumbered/Expended Amount		0	-49,514	0	<b>-49,514</b>
This Item		0	-93,675	-281,025	<b>-374,700</b>
BALANCE		0	516,582	0	<b>516,582</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes for bulk fertilizer. The estimated FY 2013-14 expenditure for bulk fertilizer to be purchased from this contract for the remainder of FY 2013-14 is \$93,675. Future expenditures will be made by Sports Turf Maintenance within the annual approved budget appropriations, at an estimated annual expenditure of \$93,675 for fiscal years 2014-15, 2015-16 and 2016-17.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracts for bulk fertilizer relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Parks and Recreation staff recommends the purchase of Athletic Field Fertilizer from 4C Lonestar Ranch and Outdoors in the estimated annual amount of \$93,675.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo					
Bid Recap					



# Memorandum

**Date:** February 12, 2014  
**To:** Leslie Hooker, Buyer  
**From:** Kevin Murray, Park Superintendent  
**Subject:** Award Recommendation – 2014-81-C Athletic Field Fertilizer

## Recommendation

The Parks and Recreation Department recommends award of the 2014-81-C Athletic Field Fertilizer contract to 4C Lonestar Ranch and Outdoors. 4C Lonestar Ranch and Outdoors is the lowest responsive, responsible bidder. 4C Lonestar Ranch and Outdoors has previously held this contract and is capable of fully meeting the requirements of the contract as specified in the bid documentation.

## Contract Expenditure

The total award of this contract (annual expenditure) is \$93,675. This amount is approximately \$7000 under the budgeted amount for this contract.

## Action Requested

The total amount related to the funding of this contract is within the estimated expenditure. Please review all documents and begin the necessary steps for the award of this contract.

## Justification

*Contract Purpose:* This contract will be utilized for the purchase of granular bulk fertilizer to be applied to 450 acres of irrigated athletic field turf in Plano. Fertilization is a key component of a complete turf maintenance program which is critical to help maintain healthy, deep-rooted, durable, and safe turf playing surfaces.

*Non-approval Implication:* Should approval be denied, the turf athletic surfaces would seriously decline becoming unsafe and unplayable. As athletic field playing surfaces deteriorate, the result will be the cancellation of games with all the athletic field playing surfaces becoming a liability, whether it is being used for a game, practice, or casual use.

**CITY OF PLANO**  
**BID NO. 2014-81-C**  
**ATHLETIC FIELD FERTILIZER**  
**BID RECAP**

---

---

**Bid opening Date/Time:** February 4, 2014 @ 10:00 am

**Number of Vendors Notified:** 682

**Vendors Submitting "No Bids":** 1

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 3

4C Lonestar Ranch and Outdoors	\$93,675.00
BWI Companies, Inc.	\$112,011.65
Pro Turf Supply & Management	\$114,618.00

**Recommended Vendors:**

4C Lonestar Ranch and Outdoors	\$93,675.00
--------------------------------	-------------

*Leslie Hooker*

---

Leslie Hooker  
Buyer I

*February 4, 2013*

---

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>				
<b>CAPTION</b>				
To approve the purchase of six (6) Kubota Z300 Zero Turn Mowers from Kubota Tractor Corporation utilizing TASB/BuyBoard Contract No. 373-11 in the amount of \$85,691 for the Fleet Department to be utilized by Parks and Recreation and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	85,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-85,691	0
BALANCE		0	- 691	0
<b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase six (6) Kubota Z300 Zero Turn Mowers for the scheduled replacements of unit #04129 in Cost Center #644/Ground Maintenance Services Dist. #1, unit #09117 in Cost Center #647/Sports Turf Maintenance Services, unit #08118 in Cost Center #649/Natural Resources and units #07118 and #08163 in Cost Center #658/Ground Maintenance Services Dist. #3 and for the un-scheduled replacement of unit #06126 in Cost Center #648/Ground Maintenance Services Dist. #2. The additional funds of \$691 needed for this purchase are available from savings in other Equipment Replacement Fund purchases.</p> <p>STRATEGIC PLAN GOAL: Providing six (6) Kubota Zero Turn Mowers for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the purchase of six (6) Kubota Z300 Zero Turn Mowers in the amount of \$85,691 from Kubota Tractor Corporation for the Fleet Department to be utilized by Parks and Recreation through an existing contract with TASB/Buyboard. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/Buyboard Contract No. 373-11 / City of Plano Internal Contract No. 2014-124-O)</p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

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



# Memorandum

**Date:** February 26, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Zero Turn Mower Purchase Recommendation

It is the recommendation of Fleet Services to purchase six (6) Kubota Z300 Zero Turn mowers from Kubota Tractor Corporation through the TASB/Buyboard contract # 373-11 in the amount of \$85,690.80.

In order to garner competition, Fleet Services and Purchasing received quotes from three (3) vendors, (Kubota Tractor Corporation, John Deere Co. and Professional Turf Products) from two (2) cooperative contracts (Buy Board & HGAC). After evaluating vendor quotes and cooperative contracts, it was determined that Kubota Tractor Corporation provided the lowest cost and most value for the City.

These mowers are for the scheduled replacements of unit 04129 in Cost Center 644/Ground Maintenance Services Dist. #1, unit 09117 in Cost Center 647/Sports Turf Maintenance Services, unit 08118 in Cost Center 649/Natural Resources and unit 07118 and unit 08163 in Cost Center 658/Ground Maintenance Services Dist. #3 and for the un-scheduled replacement of unit 06126 in Cost Center 648/Ground Maintenance Services Dist. #2.

The equipment is utilized for ongoing turf and ground maintenance within the City of Plano Parks.

Equipment replacement is analyzed based of age, mileage, maintenance cost and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above mowers. If these vehicles are not replaced we will incur additional maintenance cost and salvage value will greatly be depreciated. In addition the user department will be limited in their ability to perform their duties to additional down time of the older equipment.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
To approve the purchase of plaster replacement at the Rowlinson Natatorium in the amount of \$89,900 from Sunbelt Pools through an existing contract/agreement with Buyboard; and authorizing the City Manager or his authorized designee to execute all necessary documents. (Buyboard Contract No. 423-13)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	134,094	340,906	100,000	<b>575,000</b>
Encumbered/Expended Amount	0	-133,754	0	<b>-133,754</b>
This Item	0	-89,900	0	<b>-89,900</b>
<b>BALANCE</b>	134,094	117,252	100,000	<b>351,346</b>
<b>FUND(S):     CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the 2013-14 Capital Reserve CIP. This item, in the amount of \$89,900, will leave a current year balance of \$117,252 available for other pool equipment and repair projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Maintaining recreational assets, such as pools, to ensure their safe and efficient operation relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>To maintain the safe and efficient operation and to avoid future damage, it is the recommendation of staff to proceed with the resurfacing of the pool at the Harry Rowlinson Natatorium in the amount of \$89,900 from Sunbelt Pools. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.(Buyboard Contract No. 423-13)</p> <p>Project Location Map –  <a href="http://goo.gl/maps/XvFLq">http://goo.gl/maps/XvFLq</a></p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

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



# Memorandum

**Date:** March 7, 2014  
**To:** Bruce Glasscock, City Manager  
**From:** Amy Fortenberry, Director of Parks and Recreation  
**Subject:** Rowlinson Natatorium - Unforeseen Damage Repair

Harry Rowlinson Natatorium is currently drained due to repairs on the roof. During this time an inspection was done on the pool surface. This inspection uncovered unforeseen damages including several areas of delamination, exposed rebar, and a crack in the pool shell running the entire width of the pool. Consultation with a pool professional determined that the best course of action would be to resurface the entire pool. The re-plastering process of this six lane 25 yard pool would also include the removal of delaminated plaster, repair of the crack in the pool shell, grouting of lane lines, and necessary repairs to the exposed rebar. The current plaster is over 10 years old.

To maintain the safe and efficient operation and to avoid future damage, it is the recommendation of staff to proceed with the resurfacing of the pool at the Harry Rowlinson Natatorium. Sunbelt Pool (BuyBoard Contractor) will provide the repair services at a price of \$89,900.



March 7, 2014

Attn: Gregg Gagnon  
Aquatics Division – Rowlinson Natatorium  
Parks and Recreation Department  
City of Plano

**BUY BOARD CONTRACT: 423-13 Parks/Recreation Equipment  
Item #16, All other Parks and Recreation Equipment**

**Indoor Lap Pool**

**Pool Resurfacing:** Proposal is for resurfacing the pool. Saw cut beneath all the water line tile and use a cold chisel to remove three to four inches of plaster beneath the tile. Saw cut beneath the gutter where necessary and remove the gutter tab. Reseal the cold joint between the gutter and concrete with polysulfide sealer. Use a sledge hammer to “sound out” the existing plaster to determine if it is well bonded to the pool structure. Remove all loose plaster. Remove rebar stains and seal steel to neutralize staining. Chisel and remove three to four inches of plaster away from and around the perimeter of each pool return, main drain, anchor, light and, or any other structural embed. Saw cut around the perimeter of tiled lap lane floor tile and wall targets and use a chisel and remove three to four inches of plaster away from and around the perimeter of this tile. Bond Kote the surface to insure proper bond of the new finish. Balance water after completion and provide after plaster care start up.

**Option: Crack Repair:** Sawcut and expose 80 lf of crack to concrete. Seal with polyurethane. \$3,900.00 Buy Board Price.

Cost, Labor and Materials:	\$ 4,875.00
Buy Board 20% Discount	<u>\$- 975.00</u>
Total cost (excluding crack repair):	\$ 3,900.00

**White Plaster:**

Cost, Labor and Materials:	\$ 92,500.00
Buy Board 20% Discount	<u>\$-18,500.00</u>
Total cost (excluding crack repair):	\$ 74,000.00

**Diamond Brite:**

Cost, Labor and Materials:	\$107,500.00
Buy Board 20% Discount	<u>\$ 21,500.00</u>
Total cost (excluding crack repair):	\$ 86,000.00

**10555 PLANO ROAD DALLAS, TEXAS 75238-1305 214 343.1133**  
817 649.8794 1 800 548.9115 FAX 214 343.1201  
[www.sunbelt pools.com](http://www.sunbelt pools.com) robm@sunbelt pools.com



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of Municipal Center South Fiber Optic By-pass in the amount of \$94,189 from Able Communications, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (2011-195-C).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	100,000	0	<b>100,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-94,189	0	<b>-94,189</b>
BALANCE	0	5,811	0	<b>5,811</b>
<b>FUND(s):     POLICE &amp; COURT FACILITIES CIP</b>				
<b>COMMENTS:</b> This item, in the amount of \$94,189, will leave a current year balance of \$5,811 for the Municipal Center South Fiber Optic By-pass project.  <b>STRATEGIC PLAN GOAL:</b> Re-routing fiber to provide two discrete connections to the Police building and provide redundancy relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Technology Services staff recommends approval of the purchase of Municipal Center South (MCS) Fiber Optic By-pass from Able Communications, Inc. utilizing the City of Plano contract in the amount of \$94,189. The MCS building is pending demolition and the current fiber connection from the Municipal Center building to the Police building will need to be re-routed. The project includes the underground pathway and the installation of a 96 strand single-mode fiber. With the completion of this alternate fiber connection, there will be two discrete connections to the Police building and provide redundancy to ensure voice and data services to the Police building.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** February 21, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** Municipal Center South Fiber Optic By-pass Project

Technology Services proposes using the services of Able Communications, Inc. to provide fiber connectivity between the Police Building and the Plano Municipal Center. Currently there is a fiber connection between these two buildings but the fiber is terminated and re-connected within the Municipal Center South building. With the pending demolition of this building Technology Services must provide an alternate path between the two buildings.

Able Communications, Inc. is under contract 2011-195-C to provide cabling services for the City of Plano and currently maintains the entire fiber infrastructure that the City owns connecting facilities. The cost to run this alternate fiber pathway is \$94,189. This includes the underground pathway (including boring under the DART tracks) and the installation of a 96 strand single-mode fiber.

If the City were not to provide an alternate fiber path between the Police Building and the Plano Municipal Center it would leave the Police Department vulnerable to a disruption in voice and data network services if the sole fiber servicing the Police Building was damaged in some manner. With the completion of this alternate fiber connection, there would be two discrete connections to the Police Building and provide redundancy to ensure voice and data services to the Police Building.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of additional CommVault Backup Software Licensing Capacity in the amount of \$143,200 from CDW Government LLC (CDW-G) through an existing contract with TCPN (The Cooperative Purchasing Network) and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	200,000		<b>200,000</b>
Encumbered/Expended Amount	0	-39,554	0	<b>-39,554</b>
This Item	0	-143,200	0	<b>-143,200</b>
BALANCE	0	17,246	0	<b>17,246</b>
<b>FUND(S):     TECHNOLOGY FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the 2013-14 Technology Fund budget for the anticipated growth in licensing, storage and required disk space to meet the needs of city departments, new programs, and the back-up environment. The remaining balance will be used for other expenditures related to file storage and recovery.</p> <p><b>STRATEGIC PLAN GOAL:</b> Increasing data storage licensing, capacity and disk space relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Technology Services staff recommends approval of the purchase of additional CommVault Backup Software Licensing Capacity from CDW Government LLC (CDW-G) utilizing their TCPN (The Cooperative Purchasing Network) contract in the amount of \$143,200. The capacity licensing upgrade will allow the City of Plano to backup, store and restore an additional 30 terabytes of data. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** February 17, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** CommVault backup software licensing upgrade

Technology Services proposes purchasing additional capacity licenses for CommVault software to allow the City of Plano to backup and restore vital digital records. In November 2013 the City migrated its CommVault licensing to a model that is based on total storage backed up and saved. Since that conversion, the City has expanded its storage substantially and will need the capacity to backup and store an additional 30 terabytes of data.

Quotes were received from multiple vendors offering CommVault licensing under various cooperative purchasing agreements. CDWG provided the most cost effective proposal under TCPN contract R5106.

The capacity licensing upgrade for the CommVault software will allow the City of Plano to backup, store and restore data an additional 30 terabytes of data. This will allow for an increase in the number of servers, storage and retention period for data to accommodate the growing number of servers and applications that are being upgraded.

If we were not able to backup up this digital data then we may not be able to restore information in the event of a hardware or software failure on a specific server. This may affect the operation of other departments. The maintenance contract provides 7x24 coverage and a 4-hour response for our CommVault software.

This contract would be for \$143,200, which is broken down into \$124,000 for the capacity licensing upgrade and \$19,200 for a one-year software maintenance agreement. This software maintenance would be effective from April 1, 2014 to March 31, 2015.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David C. Baldwin, Inc. in the amount of \$113,262 for design services for Willowcreek Park Renovation and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	625,000	0	<b>625,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-113,262	0	<b>-113,262</b>
BALANCE	0	511,738	0	<b>511,738</b>
<b>FUND(S):    CAPITAL RESERVE CIP</b>				
<b>COMMENTS:</b> This item, in the amount of \$113,262, will leave a current year balance of \$511,738 available for other Community Park Renovation projects. <b>STRATEGIC PLAN GOAL:</b> Design services to renovate and improve existing Plano parks relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>This Landscape Architecture Services agreement is for the renovation of Willowcreek Park. The park was originally built in 1972. While continuously maintained, the irrigation system is inefficient and outdated and does not allow the park to be sufficiently watered within available time frames. In addition to replacing the irrigation system, improvements at Willowcreek Park include the repair/replacement of existing pavement and trails, an accessible walk from the parking lot to the shade shelter/playground, the replacement/relocation of the picnic shelter, new lighted multi-use court, and new playground equipment.</p> <p>The estimated construction cost for this project is \$1,155,000. The total design fee is \$113,262 and includes basic design services, surveying, site plan and platting, Texas Accessibility Standards compliance, and reimbursable expenses. The total design fee is 9.8 percent of the estimated construction budget for the project.</p> <p>David C. Baldwin, Inc. is on the 2013-14 list of qualified consultants for Landscape Architecture Services.</p>				

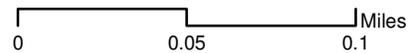
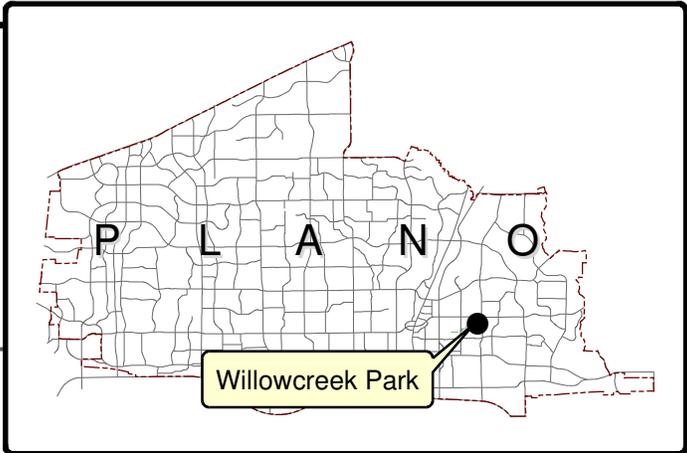
Project Location Map –  
<http://goo.gl/maps/yyvZi>

List of Supporting Documents:  
Location Map  
Landscape Architect Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## Willowcreek Park



## WILLOWCREEK PARK RENOVATION

PROJECT NO. 6417

### LANDSCAPE ARCHITECT SERVICES AGREEMENT

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

#### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **WILLOWCREEK PARK RENOVATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### **I. Employment of the Architect**

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

#### **II. Scope of Services**

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

#### **III. Schedule of Work**

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

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

**THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE**

**SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

#### **VIII. Independent Contractor**

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

#### **IX. Assignment and Subletting**

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

#### **X. Audits and Records/Prohibited Interest**

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

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

#### **XI. Contract Termination**

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

#### **XII. Architect's Opinion of Probable Construction Costs**

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

#### **XIII. Ownership of Documents**

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

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

#### **XIV. Complete Contract**

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

#### **XV. Mailing of Notices**

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

City of Plano  
Parks Department  
Attn: Elizabeth Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

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

David C. Baldwin, Inc.  
Attn: David C. Baldwin  
730 East Park Boulevard, Suite 100  
Plano, TX 75074

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

#### **XVI. Miscellaneous**

##### **A. Paragraph Headings:**

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

##### **B. Contract Interpretation:**

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**DAVID C. BALDWIN, INC.**  
A Texas Corporation

DATE: 2-19-14

BY:   
David C. Baldwin  
PRINCIPAL

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

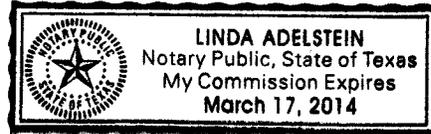
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 19<sup>th</sup> day of February, 2014, by **DAVID C. BALDWIN, PRINCIPAL** of **DAVID C. BALDWIN, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

*Linda Adelstein*  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

### SCOPE OF SERVICES WILLOWCREEK PARK RENOVATION

This proposal/contract is for landscape architectural design and consulting services by **DAVID C. BALDWIN INC.** (the Landscape Architect) for the **CITY OF PLANO, TEXAS** (the Client). Subconsultants for the project will be:

#### BASIC SERVICES

- **BW2 ENGINEERS** (the Civil Engineer)
- **TLC ENGINEERING** (the Electrical Engineer)
- **TEXAS IRRIGATION DESIGN** (the Irrigation Designer)

#### ADDITIONAL SERVICES

- **BW2 ENGINEERS** (the Surveyor)
- **GME CONSULTING SERVICES, INC.** (the Geotechnical Engineer)
- **SM ARCHITECTS, PLLC** (TDLR Plan and Construction Review)

#### 1.0 SCOPE

---

1.1 The Landscape Architect's physical area of work shall consist of the area defined on Attachments A and includes the improvements to an existing neighborhood park bounded by Willow Creek Village and Armstrong Park No. 3 on the north, by Armstrong Park No. 3 and Armstrong Park No. 4 on the west (Roanoke Drive), by Armstrong Park No. 4 on the south, and by Jupiter Road on the east. The park encompasses 17.24 acres per the Collin County Tax Records and is currently not platted.

1.2 **BASIC SERVICES** shall consist of:

- Construction Documents and Limited Construction Services

1.3 **ADDITIONAL SERVICES** shall consist of:

- Boundary and Topographic Surveying Services
- Preliminary and Final Plat

1.4 The construction budget for which this contract and associated fees (excluding Landscape Architect's fees) is based is \$1,155,000.00, excluding irrigation improvements or additions.

#### 2.0 BASIC SERVICES

---

2.1 **CONSTRUCTION DOCUMENTS, LIMITED BIDDING SERVICES, & LIMITED CONSTRUCTION SERVICES**

2.1.1 Based on the previously prepared and approved Park Renovation Master Plan and Opinion of Probable Cost, the Landscape Architect shall prepare Construction Documents for approval by the Client, consisting of:

- Plans, Elevations, Sections, etc. as required to communicate construction means and methods
- Material call-outs and specifications
- Electrical service and engineering (sealed and signed by a licensed Texas engineer) for multi-use court lighting
- Irrigation design
- Erosion Control Plan, Stormwater Pollution Prevention Plan

2.1.2 Specific program elements of the Construction Documents will include the following:

- Demolition of existing features to include: sections of existing trail, sidewalks in playground area, picnic tables with associated slabs, drinking fountain, shelter and associated slab, existing westernmost pedestrian bridge, selective trees, and existing playground equipment
- Site grading
- New concrete trail sections and accessible ramps
- Accessible parking
- Multi-use Court (with lighting)
- 36' Diameter Shelter (pre-manufactured / not custom design) with stone columns
- Playground edger and surfacing
- 2-5 Playground equipment
- 5-12 Playground equipment
- Playground fabric shade structure
- Drinking fountain
- Site furnishings (benches, picnic tables, etc.)
- Landscaping
- Irrigation additions and improvements

2.1.3 The Landscape Architect and subconsultants as required shall attend one (1) meeting with the Client for Construction (Bid) Document review.

2.1.4 The Landscape Architect shall answer bidder questions and prepare RFI's during the bidding process.

2.1.5 The Landscape Architect shall review contractor's shop drawings as requested.

2.1.6 The Landscape Architect and subconsultants as required shall visit the site during construction at the request of the Client only to

clarify contractor questions regarding design intent or other construction related questions.

- 2.1.7 The Landscape Architect and subconsultants shall prepare a detailed on-site punch list at the contractor's substantial completion of the construction installation. The Landscape Architect and subconsultants shall make two (2) trips for this task.
- 2.1.8 The Landscape Architect shall provide the Client with a digital file of the Construction Documents in AutoCAD r2000 (submit individual sheets by sheet name).
- 2.1.9 The Landscape Architect shall retain the services of a Registered Accessibility Specialist for plan review and filing fee.
- 2.1.10 Construction Documents shall be prepared in such a manner that the Client can receive competitive, "apples-to-apples" bids from contractors.
- 2.1.11 The Landscape Architect shall attend a maximum one (1) public presentation or meeting during this phase if requested.

### **3.0 ADDITIONAL SERVICES**

#### **3.1 ADDITIONAL SERVICE No. 1: Boundary and Topographic Surveying Services**

3.1.1 The Landscape Architect will perform a detailed topographic survey and a property line verification on the subject project site. The topographic survey will include features such as curb and gutter, pavement edges, street centerline, fire hydrants, driveways, transformers, power poles, guys, fences, natural ground elevations, drainage inlets, retaining walls, landscaping, etc. In addition to the normal topographic items located in the field survey, the Landscape Architect will include in this topographic survey the following:

- Utility easements
- Crosswalk and parking stripes
- Playground equipment (post locations)
- Existing pedestrian bridges (including deck elevations)
- Existing sand volleyball court with elevation of edger
- Freestanding trees (including caliper and spread)
- Perimeter dripline of heavily wooded area
- Light poles
- Restroom building including finish floor elevation

### **3.2 ADDITIONAL SERVICE No. 2: Preliminary and Final Plat**

**3.2.1** The Landscape Architect shall complete the following pre-plat services:

- Create a current deed plot of the platted properties that surround the park
- Compare record plat data to vesting deed to the City of Plano

**3.2.2 PRELIMINARY PLAT** - The Landscape Architect will prepare a Preliminary Plat of the site conforming to the City of Plano requirements. The Landscape Architect will indicate flood plain limits for the entire property and flood plain elevation information based on the existing FEMA study presented on the effective FIRM map. The Landscape Architect will indicate the lot perimeter dimensions bearings and curve data and provide the required dedication, flood plain restrictions and other common information required by the City for platting. The services herein will not include any drainage and flood plain studies other than duplication of the existing FIRM data. The Landscape Architect will coordinate approval of the Preliminary Plat with City staff and placement on the Planning & Zoning Commission Agenda. Verification of taxes paid (if required) with tax certificates will be by the Owner.

**3.2.3 FINAL PLAT** - After construction is substantially completed, the Landscape Architect will prepare a Final Plat of the site as required by City. The Landscape Architect will coordinate filing the plat with the City of Plano Planning staff.

**3.2.4 ASSUMPTIONS** - The Landscape Architect makes the following assumptions regarding the platting process:

- The City of Plano will provide a current Title Commitment for the area to be platted or, at a minimum, a search for easements performed by a title company. Any easements affecting the property will need to be shown on the plat.
- The City of Plano will provide available maps, plats, deeds, plans, etc. as needed.
- The Landscape Architect will not provide the processing steps related to the Preliminary and Final Plats such as Application, Staff review, Planning and Zoning Commission, and filing of the plat, except as noted.
- The Landscape Architect will not pay any of the fees associated with the platting.
- Location of any proposed Lot lines, Block assignments, and streets and easements will be determined by the City.
- City of Plano will file the Final Plat with Collin County.

**3.3 ADDITIONAL SERVICE No. 3: Geotechnical Study**

3.3.1 The Geotechnical Engineer subconsultant's scope of work includes field drilling (maximum 2 bores) and sampling, laboratory testing, geotechnical analyses, and the preparation of a geotechnical report presenting their findings and recommendation.

3.3.2 The bores will be taken in the location of the proposed shelter location as shown on the previously prepared Master Plan prepared for the park by the Landscape Architect.

**3.4 ADDITIONAL SERVICE No. 4: Texas Accessibility Standards (TAS) Plan and Construction Review**

3.4.1 The Landscape Architect shall retain the services of a Registered Accessibility Specialist for plan review and filing fee.

3.4.2 Upon completion of construction, the Landscape Architect shall retain the services of a Registered Accessibility Specialist for inspection.

**3.5 ADDITIONAL SERVICE No. 5: Zoning Hearing Attendance**

3.5.1 The Landscape Architect and/or his Civil Engineer will attend a maximum one (1) public hearing or presentation regarding zoning.

**4.0 LIMITATIONS**

**4.1 Basic Services and fees defined herein do not include:**

- Professional artist perspective renderings
- Plans or services related to formal Site Plan approval as may be required by the Client
- Performance of a cultural resources survey for determining the existence of pre-historic and historic archeological resources
- Title company services to provide property title commitment and copies of pertinent deeds and easements affecting the property
- Environmental assessment services
- Legal services
- Attendance at formal public presentations and meetings
- Assistance, coordination, or preparation of materials for zoning changes or site plan approvals
- Capacity studies on existing water, sewer, storm drainage or other utilities, or design of off-site utility or conduit improvements
- Abandoning existing easements or right-of-way
- Preparation of metes and bounds descriptions for off-site easements, releases, loan documentations, right-of-way or easement dedications, or for real estate sales transactions
- Coordination or staking of test holes for soil or subsurface investigations
- Trench safety systems coordination, testing or design

- Construction surveying or staking for any improvements; replacing survey stakes or property corners destroyed during construction or otherwise lost
- Field as-built surveys or preparation of record drawings

**5.0 GENERAL CONDITIONS (Refer to Attachment A)**

---

**6.0 STATEMENT OF JURISDICTION**

---

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512-305-8900. The Board's web site address is [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

**ATTACHMENT A**  
**General Conditions**

This agreement is subject to the "General Conditions of Agreement" as follows:

**5.1 Definitions:**

**LANDSCAPE ARCHITECT:** Wherever the term LANDSCAPE ARCHITECT is used in this agreement, those terms are understood to reference the firm of David C. Baldwin Inc. and to include all of the various design professions, registrations, disciplines, and related services which might be provided or performed under this contract for the CLIENT by David C. Baldwin Inc. or any of David C. Baldwin Inc.'s subcontractors including, but not limited to, Professional Engineering services, Land Surveying services, Land Planning services, Landscape Architecture services, Structural Engineering services, etc.

**CLIENT:** Wherever the term CLIENT is used in this agreement, that term is understood to refer to the City of Plano, Texas.

**5.2 Asbestos/Hazardous Waste Exclusion:** Hazardous materials may exist where there is no reason to believe they could or should be present. The CLIENT hereby agrees that, if CLIENT knows, becomes aware, or has any reason to assume or suspect that existing hazardous materials may exist at the project site, CLIENT will immediately inform the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT likewise agrees to notify the CLIENT as soon as practically possible should the LANDSCAPE ARCHITECT become aware that unanticipated hazardous materials or suspected hazardous materials may be or have been encountered. The LANDSCAPE ARCHITECT and the CLIENT agree that the identification and/or discovery of hazardous materials is not the responsibility of the LANDSCAPE ARCHITECT, but that discovery of unanticipated hazardous materials constitutes a changed condition which may mandate renegotiation of the scope of work or termination of services. Nothing in this agreement shall impose liability on the LANDSCAPE ARCHITECT for claims, lawsuits, expenses or damages arising from, or in any manner related to the presence, identification or non-identification, discovery of, exposure to injury or loss arising from any party encountering unanticipated hazardous material, or the handling, removal, manufacture, or disposal of asbestos, asbestos products, hazardous waste, or toxic material in any of its various forms, as defined by the Environmental Protection Agency.

**5.3 Buried Utilities, Etc.:** The CLIENT will furnish to the LANDSCAPE ARCHITECT any information CLIENT has or acquires identifying the type and/or location of onsite utility lines and other onsite manmade objects beneath the site's surface. The LANDSCAPE ARCHITECT will take reasonable precautions in interpreting available data and showing these approximate utility locations on the survey. The CLIENT recognizes that LANDSCAPE ARCHITECT must in some cases exercise professional opinion in showing on a survey the approximate location of utility lines and other man-made objects that may exist beneath the site's surface and which by their nature are generally and typically not visible. The CLIENT recognizes that the LANDSCAPE ARCHITECT'S research may not identify all subsurface utility lines and man/made objects, and that the information upon

which the LANDSCAPE ARCHITECT relies may be approximate only, may be information compiled by and/or furnished or made available to LANDSCAPE ARCHITECT by public utility companies or others, and may contain errors and/or may not be complete. CLIENT recognizes that the professional engineer, architect, or other design professional now or later engaged to design new site improvements on this site will need to verify independently during design and/or construction, through more detailed methods than are practical and feasible.

If excavation is required or desired by CLIENT or LANDSCAPE ARCHITECT in order to define precisely (both horizontally and vertically) specific locations of buried utilities at specific critical points, the expense of excavation equipment and operation shall be borne by the CLIENT if approval is requested in advance of the work. Nothing in this agreement shall impose liability on LANDSCAPE ARCHITECT for injury or loss arising from damages to or caused by underground utilities or other underground man-made objects that were not called to the LANDSCAPE ARCHITECT'S attention by others or which were not properly located on plans or through other verbal, written, or visual information furnished to the LANDSCAPE ARCHITECT by others.

- 5.4 **Client's Responsibilities:** The CLIENT shall, in a timely manner, provide full information regarding the requirements of the project, including design objectives, constraints and criteria, and any other relevant information; shall designate a representative to act on CLIENT'S behalf to examine the documents or the work as necessary and to render decisions related thereto in a timely manner so as to avoid unreasonable delays; and shall furnish all services required for the expeditious completion of the project which are not part of the LANDSCAPE ARCHITECT'S services to be provided under this agreement.
- 5.5 **LANDSCAPE ARCHITECT'S Obligation to CLIENT only :** It is noted that nothing in the performance of the LANDSCAPE ARCHITECT'S service in connection with this project implies any undertaking for the benefit of, or which may be enforced by any third party, including other owners of subject or adjacent tracts, the CONTRACTOR(S), its SUBCONTRACTOR(S), or the surety of any of them, it being understood that the LANDSCAPE ARCHITECT'S obligations are solely to the CLIENT.
- 5.6 **Environmental Health Hazards :** Nothing in the AGREEMENT shall impose liability on the LANDSCAPE ARCHITECT for claims, lawsuits, expenses, or damages arising from, or in any manner related to negative health effects (if any) resulting from the proximity of any portions of the site or the exposure at any time or times of persons to high pressure pipelines, asbestos or other hazardous waste, airport traffic, or to electromagnetic fields created by High Voltage Transmission Lines or other sources. The LANDSCAPE ARCHITECT and the CLIENT agree that the identification and/or discovery of hazardous or toxic materials in any of its various forms as defined by the Environmental Protection Agency is not the responsibility of the LANDSCAPE ARCHITECT.
- 5.7 **Jurisdiction:** This Agreement shall be governed by the law of the principal place of business of the LANDSCAPE ARCHITECT, Collin County, Texas.

- 5.8 **Notices:** Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this AGREEMENT.
- 5.9 **Opinions of Probable Construction Cost:** LANDSCAPE ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(S)' methods of determining prices, or over competitive bidding or market conditions. Therefore, his OPINIONS OF PROBABLE PROJECT COST AND/OR CONSTRUCTION COST, if any, provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional LANDSCAPE ARCHITECT, familiar with the construction industry. However, LANDSCAPE ARCHITECT cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from OPINIONS OF PROBABLE PROJECT COST AND/OR CONSTRUCTION COST prepared by him. If, prior to the bidding or negotiating, CLIENT wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.
- 5.10 **Standard of Practice:** LANDSCAPE ARCHITECT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**WILLOWCREEK PARK RENOVATION**

**SCHEDULE**

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

Task	Work Weeks To Complete
<b><u>SECTION I - BASIC SERVICES</u></b>	
1. Construction Documents (excluding Limited Bidding Services & Limited Construction Services	12 weeks
<b><u>SECTION II - ADDITIONAL SERVICES</u></b>	
1. No. 1: Boundary and Topographic Surveying Services	4 weeks
2. No. 2: Preliminary and Final Plat	4 weeks (total) **
3. No. 3: Geotechnical Study	3 weeks
4. No. 4: Texas Accessibility Standards (TAS) Plan and Construction Review	3 weeks (total)
5. No. 5: Zoning Hearing Attendance	N/A
<hr/>	
<b>TOTAL PROJECT TIME:</b>	<b>26 Weeks *</b>

\* City review is not included in schedule.

\*\* Platting process may possibly occur concurrent with Basic Services

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**WILLOWCREEK PARK RENOVATION**

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

**Fees**

**SECTION I - BASIC SERVICES**

1. Construction Documents, Limited Bidding Services, & Limited Construction Services	\$ 87,160.00
<b>Total Basic Services</b>	<b>\$ 87,160.00</b>

**SECTION II - ADDITIONAL SERVICES**

1. No. 1: Boundary and Topographic Surveying Services	\$ 9,350.00
2. No. 2: Preliminary and Final Plat	\$ 7,150.00
3. No. 3: Geotechnical Study	\$ 3,950.00
4. No. 4: Texas Accessibility Standards (TAS) Plan and Construction Review	\$ 1,172.00
5. No. 5: Zoning Hearing Attendance	\$ 880.00
<b>Total Additional Services</b>	<b>\$ 22,502.00</b>

**SECTION III - REIMBURSABLE EXPENSES**

1. Printing, plotting, delivery services, mileage, etc.	\$ 3,600.00
<b>Total Reimbursable Expenses</b>	<b>\$ 3,600.00</b>

**PROJECT TOTAL** **\$ 113,262.00**

Any major changes involved after Construction Documents have been completed and approved will be charged as Additional Services on a time basis per the hourly rates listed below or at a fee mutually agreed upon by the Client and Landscape Architect.

In the event the Client wishes to proceed with bidding program elements exceeding the approved budget defined in Exhibit "A" - 1.1, and for which these items may be included in the Design Development, Construction Documents, Bidding Services, or Implementation Observation phase, the Landscape Architect will consider these elements Additional Services and will be charged on a time basis per hourly rates listed below or at a fee mutually agreed upon by the Client and Landscape Architect.

## HOURLY FEE SCHEDULE

<u>David C. Baldwin Inc.</u>	<u>Hourly Rate</u>
Principal/Landscape Architect	\$175.00/hr.
Senior Landscape Designer	\$120.00/hr.
Junior Landscape Designer	\$103.50/hr.
Technical	\$ 80.00/hr.
Clerical	\$ 57.50/hr.
<u>BW2 Engineers</u>	<u>Hourly Rate</u>
Principal	\$210.00/hr.
Professional Staff (P.E., R.P.L.S.)	\$170.00/hr.
Survey Crew (Three Man)	\$150.00/hr.
Project Staff	\$130.00/hr.
Survey Crew (Two Man)	\$120.00/hr.
Technical Support	\$ 80.00/hr.
Clerical Support	\$ 70.00/hr.
GPS Equipment (excludes crew)	\$ 35.00/hr.
<u>TLC Engineering</u>	<u>Hourly Rate</u>
Director	\$125.00/hr.
Senior Engineer, Manager	\$190.00/hr.
Project Engineer, Manager	\$155.00/hr.
Engineer, Specialist	\$120.00/hr.
Graduate Engineer, Designer, Adm. Secretary	\$ 98.00/hr.
Technician, Secretary, Intern, Clerical	\$ 70.00/hr.
<u>Texas Irrigation Design</u>	<u>Hourly Rate</u>
Principal	\$115.00/hr.

## EXHIBIT "D"

### LANDSCAPE ARCHITECT

### INSURANCE

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

#### **1. General Insurance Requirements:**

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

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

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

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

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

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

## **3.0 Consultant's Insurance – Claims Made**

Professional Errors and Omissions

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

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

## LANDSCAPE ARCHITECT

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

#### Coverages Required

#### Limits (Figures Denote Minimums)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$1,000,000 general aggregate                  |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)  |  |
| <input checked="" type="checkbox"/> 6. Premises/Operations                          | (Items No. 3-10 & 12 require)  |
| <input checked="" type="checkbox"/> 7. Independent Contractors                      | <u>\$500,000</u> combined single limit<br>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<br>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<br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability                                       | \$_____ BI & PD each occurrence  |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2014

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).

<b>PRODUCER</b> <b>CS&amp;S/COVERICA, INC.</b> PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 866-249-7245 Fax - 877-763-5122	<b>CONTACT NAME:</b> _____ <b>PHONE (AC, No, Ext):</b> _____ <b>FAX (AC, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>DAVID C BALDWIN LANDSCAPE&amp;ARCHITECT PLANNING</b> 730 E PARK BLVD #100 PLANO, TX 75074	<b>INSURER A:</b> Continental Casualty Company <b>NAIC#</b> 20443	
	<b>INSURER B:</b> _____	
	<b>INSURER C:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER E:</b> Continental Casualty Company <b>20443</b>	
<b>INSURER F:</b> _____		<b>REVISION NUMBER:</b> _____

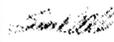
**COVERAGES**      **CERTIFICATE NUMBER:** \_\_\_\_\_      **REVISION NUMBER:** \_\_\_\_\_

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.

PRR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR NYD	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	1075493038	07/11/2013	07/11/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP ACC \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	N	N	1075493038	07/11/2013	07/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB  <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	2097195623	07/11/2013	07/11/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	YN	N	2097946784	07/11/2013	07/11/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Plano is named as Additional Insured's as provided with in the Architects, Engineers and Surveyors Blanket Additional Insured Endorsement & Blanket Waiver of Subrogation.  
Project: Willow Creek Park Phase 2 Design Services

<b>CERTIFICATE HOLDER</b> <b>CITY OF PLANO</b> 1409 AVENUE K PLANO, TX 76074	<b>CANCELLATION</b> 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 
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/2013

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).

<b>PRODUCER</b> Gary Buesing & Associates 1116 Waterford Way Allen, TX 75013	<b>CONTACT NAME:</b> Gary Buesing <b>PHONE (A/C No. Ext.):</b> (972)359-7557 <b>FAX (A/C No.):</b> (972)359-9032 <b>EMAIL ADDRESS:</b> gary@garybuesing.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company <i>A</i></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company <i>A</i>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Continental Casualty Company <i>A</i>														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> David C. Baldwin, Inc. 720 E. Park Blvd. #100 Plano, TX 75074														

**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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LAH004314594	08/08/2013	08/09/2014	\$2,000,000.00 Occurrence \$4,000,000.00 Aggregate \$5,000.00 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Willow Creek Park, Plano, Texas

<b>CERTIFICATE HOLDER</b> City of Plano 1409 Avenue K Plano, TX 75074	<b>CANCELLATION</b> 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  Gary Buesing
--	--

ACORD 25 (2010/06)      The ACORD name and logo are registered marks of ACORD      © 2010 ACORD CORPORATION. All rights reserved.

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

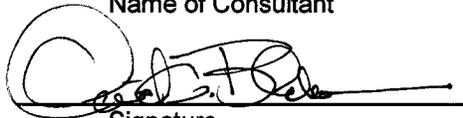
I am aware that Section 11.02 of the City Charter states:

"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.

David C. Baldwin, Inc.  
Name of Consultant

By:

  
Signature

DAVID C. BALDWIN  
Print Name

PRESIDENT  
Title

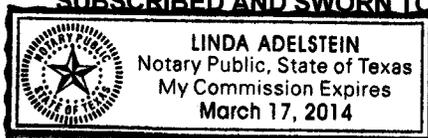
2-19-14  
Date

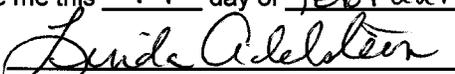
STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of February, 2014.



  
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:	3/18/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

### CAPTION

A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager to execute a Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company; and authorizing the City Manager or his authorized designee to execute all necessary documents; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE    
  OPERATING EXPENSE    
  REVENUE    
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	535,449	3,436,965	1,400,000	<b>5,372,414</b>
Encumbered/Expended Amount	-535,449	-1,678,926	0	<b>-2,214,375</b>
This Item	0	-342,431	0	<b>-342,431</b>
<b>BALANCE</b>	<b>0</b>	<b>1,415,608</b>	<b>1,400,000</b>	<b>2,815,608</b>

**FUND(S):**    **PARK IMPROVEMENT CIP**

**COMMENTS:** This item, in the amount of \$342,431 will leave a current year balance of \$1,415,608 for the 09 Trail Connections project in 2013-14.

**STRATEGIC PLAN GOAL:** Constructing grade crossing improvements for future trail connections relates to the City's Goal of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.

### SUMMARY OF ITEM

This Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company details the improvements to be made to accommodate a hike and bike trail on the east side of Ohio Drive and a sidewalk on the west side of Ohio Drive. This is the future location of the Preston Ridge Trail connection between Plano and the City of Dallas. The grade crossing improvements must be made before the trail can be constructed.

Preston Ridge Trail will eventually connect to Frisco on the north in addition to the connection to Dallas on the south. The existing Dallas trail continues all the way to White Rock Lake. Preston Ridge Trail is a Six Cities Trail connection and a major linkage between Plano and Dallas. The City of Dallas' trail connection point is located within the east side of the Ohio Drive right-of-way on the south side of the President George Bush Turnpike.

The Kansas City Southern Railway Company must perform the work in their right-of-way. The estimated cost of the work is \$342,431 to be paid by the City of Plano.

Project Location Map –  
<http://goo.gl/maps/Z8goL>

List of Supporting Documents:

Location Map

Resolution

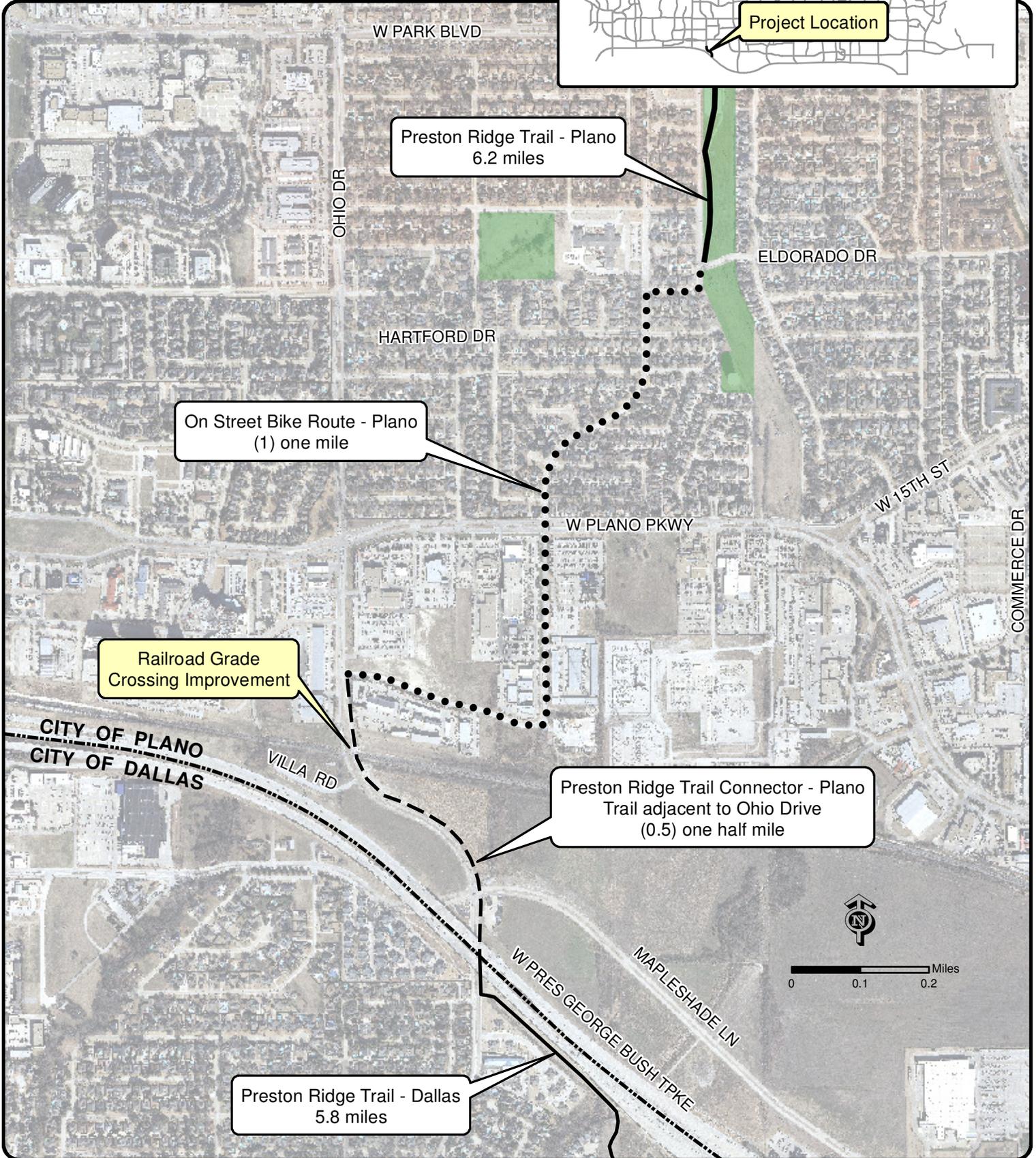
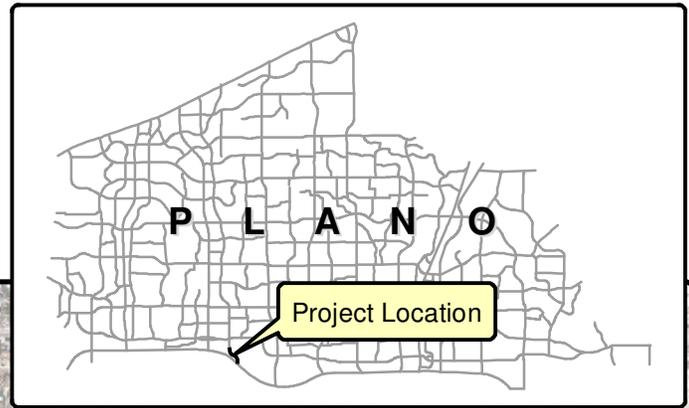
Agreement

Other Departments, Boards, Commissions or Agencies



# Location Map

## KCS Railroad Grade Crossing Improvement



W PARK BLVD

OHIO DR

Preston Ridge Trail - Plano  
6.2 miles

HARTFORD DR

On Street Bike Route - Plano  
(1) one mile

W PLANO PKWY

ELDORADO DR

W 15TH ST

COMMERCE DR

Railroad Grade  
Crossing Improvement

CITY OF PLANO  
CITY OF DALLAS

VILLA RD

Preston Ridge Trail Connector - Plano  
Trail adjacent to Ohio Drive  
(0.5) one half mile

Preston Ridge Trail - Dallas  
5.8 miles

WPRES GEORGE BUSH TPKE  
MAPLESHADE LN



0 0.1 0.2 Miles

**A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager to execute a Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company; and authorizing the City Manager or his authorized designee to execute all necessary documents; and providing an effective date.**

**WHEREAS**, the City of Plano (“City”) desires The Kansas City Southern Railway Company to modify the railroad grade crossing by installation of a concrete crossing surface for a sidewalk/bike trail as per Exhibit “A”; and

**WHEREAS**, The Kansas City Southern Railway is agreeable to performing the work necessary to modify the aforesaid crossing from end of tie to end of tie, including installation of concrete crossing surfaces for the road and a sidewalk/bike trail as per Exhibit “A”; and

**WHEREAS**, the City desires to authorize the City Manager to represent and act for the City of Plano and to execute the Agreement with The Kansas City Southern Railway Company for the aforesaid crossing as per Exhibit “B”;

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

**Section I.** The modification of the railroad grade crossing 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 including The Kansas City Southern Railway providing the necessary material and labor to rehabilitate and extend the grade crossing surfaces from end of tie to end of ties for the sidewalk/bike trail as per Exhibit “A” in the estimated amount of THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00) per Exhibit “B”. The City will provide and pay for all traffic and pedestrian control required during the project and is responsible for sidewalk, bike trail, drainage and pavement markings beyond the ends of the ties.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute all documents in connection therewith on behalf of the City to facilitate the modification to the railroad grade crossing.

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

**DULY PASSED AND APPROVED** this the 18<sup>th</sup> day of March, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

# GRADE CROSSING IMPROVEMENTS AGREEMENT

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation called herein "KCS", and **CITY of PLANO, TEXAS** to be addressed at 1520 Avenue K, Plano, TX 75074, called herein "City" (KCS and City being sometimes referred to herein individually as a "Party" or together as the "Parties").

WHEREAS, Ohio Drive is an existing public road in Plano, Texas, which crosses the mainline utilized by KCS at Mile Post D-76.0, on the KCS Alliance Subdivision, DOT No. 021638G ("Crossing"); and

WHEREAS, City desires to modify the Crossing by installation of a concrete crossing surface for a sidewalk/bike trail as per Exhibit "A," which is attached hereto and incorporated herein for all purposes; and

WHEREAS, KCS is agreeable to performing the work necessary to modify the aforesaid Crossing from end of tie to end of tie, including installation of concrete crossing surfaces for the road and a sidewalk/bike trail as per Exhibit "A" (the "Project"), but only as subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. KCS shall provide the necessary materials and labor to rehabilitate and extend the grade crossing surfaces from end of tie to end of tie for the sidewalk as per Exhibit "A" at the Crossing. The City shall pay one hundred percent (100%) of KCS's actual costs of installing the new crossing surface, including labor, equipment, materials, shipping and handling of the materials, and standard additives as reflected on Exhibit "B" hereto (the "Estimate for the Project"). KCS estimates the cost of the Project to be THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00), as shown on Exhibit "B". KCS will invoice the City for that estimated amount of THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00), at or after delivery of the crossing surface to the site. The City shall pay said invoice within 30 days of the date it is sent. Following completion of the Project, KCS shall determine its actual cost of the Project. If the actual cost exceeds the estimated amount stated above, KCS shall invoice the City for the difference between the estimated amount and the actual cost and the City shall pay that additional invoice within 30 days after the date it is sent. If the estimated amount exceeds the actual cost, KCS shall refund to the City the amount of that excess within 30 days of receipt of the City's payment of the estimated cost.

2. City, at its sole cost and expense, shall provide all necessary materials and labor to construct the portions of the Crossing outside the ends of ties for the sidewalk/bike trail. City will install the sidewalk approaches, drainage, pavement markings, close the roadway to all vehicular and truck traffic as needed during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public.

3. City shall furnish KCS with a certified copy of the resolution or ordinance adopted by the governing body of Plano, Texas authorizing the City Manager to execute this Agreement on behalf of City.

4. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) required during the Project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards.

5. Upon completion of the work, the crossing surface installed in the Project will thereafter be maintained by KCS

6. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Texas Department of Transportation. All work will be done in accordance with the Manual on Uniform Traffic Control Devices where it applies.

7. KCS' receipt from the City of a complete, fully-executed original of this Agreement shall constitute notice from the City to proceed with the Project.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY

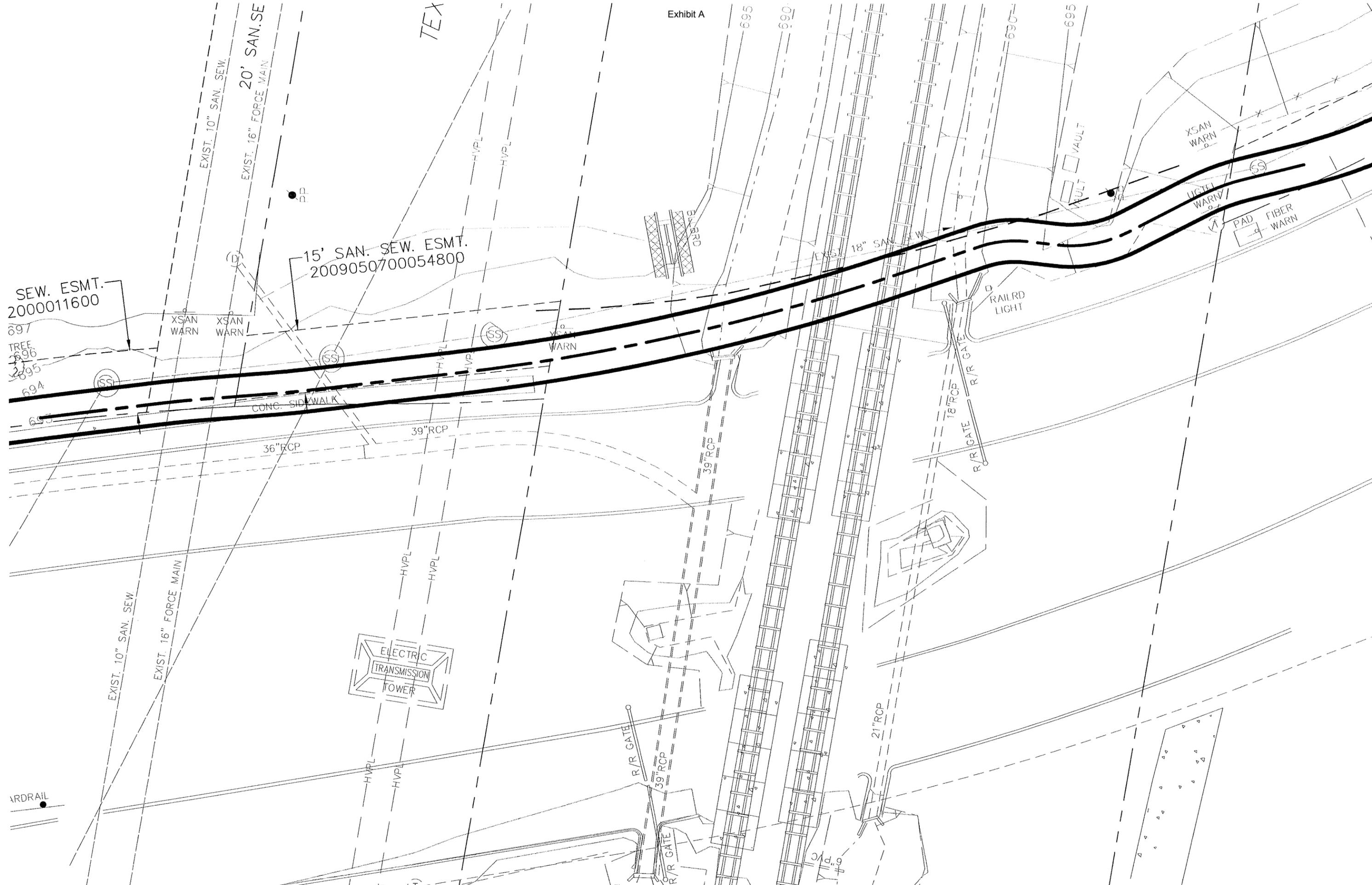
Approved as to legal form:  
David C. Reeves 1-26-2014  
Associate General Counsel  
The Kansas City Southern  
Railway Company

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY of PLANO, TEXAS

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TEX



SEW. ESMT.  
2000011600  
697  
TREE  
696  
695  
694

15' SAN. SEW. ESMT.  
2009050700054800

XSAN  
WARN

XSAN  
WARN

CONC. SIDEWALK

36" RCP

39" RCP

39" RCP

18" RCP

R/R GATE

R/R GATE

RAILRD  
LIGHT

XSAN  
WARN

LIGHT  
WARN

PAD FIBER  
WARN

ELECTRIC  
TRANSMISSION  
TOWER

R/R GATE

39" RCP

21" RCP

RAILRAIL

EXIST. 10" SAN. SEW.

EXIST. 16" FORCE MAIN

EXIST. 10" SAN. SEW.

EXIST. 16" FORCE MAIN

20' SAN. SE

HVPL

HVPL

HVPL

HVPL

HVPL

HVPL

SS

XSAN  
WARN

BRD

695

690

690

695

VAULT

VAULT

SS

6" PVC

**ESTIMATE**

Date: 06/03/13

Exhibit B

Applicant: City of Plano

Location: Plano

Dot #: 021638G

Mile Post: D-76.0

Road Name: Ohio Drive

Project #:

Asset #:

**Project Summary:**

Install (2 ea) 154.375' concrete crossing, new filter fabric, new ballast, new drainage pipes and extension of existing hardpan to incorporate the widening for sidewalks,

**100% BILLABLE TO THE CITY OF PLANO**

All items may or may not be used, if not, the final billing will reflect actual quantities.

**THIS IS AN ESTIMATE OF COST, THE INDIVIDUAL PRICES AND FINAL BILL MAY VARY, BUT THE FINAL BILLING WILL REFLECT ACTUAL DOCUMENTABLE PRICES**

**Road Authority to be responsible for the closure of the road for a minimum of three days during construction and the detouring of vehicular traffic and all traffic control**

**Road Authority to be responsible for approach work both directions down the road after the installation of new crossing surface**

**DO NOT DISTURB THE EXISTING HARD PAN OF THE EXISTING CROSSING.**

**Estimated Project Cost**

**\$ 342,431**

**Grading - Subgrade Preparation**

**(1) Materials**

100 Net Tons - Asphalt for Filler		
\$100.00 per Net Ton		\$10,000
100 Net Tons - 12" Asphalt Subbase for extension		
\$100.00 per Net Ton		\$10,000
600 Net Tons - Ballast Material		
\$50.00 per Net Ton		\$30,000
800 L.F. - 6" Perforated Sock Pipe		
\$12.00 per L.F.		\$9,600

**Total Materials Cost**

**\$59,600**

**(2) Contractor Labor and Equipment**

60 Hours - 2 Trackhoes with Operators		
\$125.00 per Hour		\$15,000
60 Hours - Dump Truck with Operator		
\$85.00 per Hour		\$5,100
60 Hours - Dozer with Operator		
\$85.00 per Hour		\$5,100
36 Hours - Asphalt Steel Wheel Roller		
\$55.00 per Hour		\$1,980
36 Hours - Saw Cut Machine		
\$55.00 per Hour		\$1,980
36 Hours - Asphalt Milling Machine		
\$85.00 per Hour		\$3,060
36 Hours - Asphalt Laydown Machine		
\$150.00 per Hour		\$5,400

100	Man Hours - Miscellaneous Labor	Exhibit B	
	\$30.00 per Hour		\$3,000
72	Man Hours - Flagging ( Rail Pro)		
	\$80.00 per Hour		\$5,760
72	Man Hours - Contract Recordkeeping & Completion Reports		
	\$50.00 per Hour		\$3,600
3	Haul 80' Track Panels		
	\$2,400.00 estimated		\$7,200
2	Disposal of spoils		
	\$5,000.00 estimated		\$10,000

**Total Contractor Cost**

**\$67,180**

**Crossing and Trackwork**

**(1) Materials**

308.75	L.F. - Prefabricated Concrete Crossing Panel for 136RE Rail		
	\$230.00 per L.F.		\$71,013
6	Ea. - 80' 136# Prefabricated Track Panel 10' Oak Ties on 19 1/2" centers		
	\$10,613.49 Ea.		\$63,681
4	Ea - Transition Rail 136RE/115 3/16 HL LH 30' Part # 13616711		
	\$1,600.00 ea		\$6,400
		4ea per crossing	
4	Ea - Transition Rail 136RE/115 3/16 HL RH 30' Part # 13616651		
	\$1,600.00 ea		\$6,400
24	Ea. - Plasma Welds		
	\$400.00		\$9,600
2100	Ea. - 115RE Rail Anchors		
	\$1.33 Ea.		\$2,793
7200	Sq. Ft. - Filter Fabric		
	\$0.25 per Sq. Ft.		\$1,800
5	% Freight and Handling of Materials		\$8,084
6	% State and Use Tax on Materials		\$9,701

**Total Materials Cost**

**\$179,473**

**(2) Labor**

72	Project Management		
	\$60.00 per Hour		\$4,320
100	Man Hours to Remove Existing Crossing		
	\$30.00 per Man Hour		\$3,000
100	Man Hours to Reconstruct Track		
	\$30.00 per Man Hour		\$3,000
100	Man Hours to Install New Crossing		
	\$30.00 per Man Hour		\$3,000
10.55	% Vacation and Holidays		\$1,405
18.31	% Health and Welfare		\$2,439
26.73	% Railroad Retirement and Unemployment		\$3,936
1.95	% Supplemental Pension		\$287
12.5	% Railroad Public Liability Insurance		\$1,665

**Total Labor Cost**

**\$23,052**

**(3) Equipment**

4 Days - 2 Heavy Duty Drills \$22.00 per Day	Exhibit B	\$176
4 Days - 2 Impact Wrenches \$22.00 per Day		\$176
4 Days - 2 Air Compressors \$65.00 per Day		\$520
2 Day - Automatic Tamper with Operator \$1,149.00 per Day		\$2,298
2 Day - Ballast Regulator with Operator \$520.00 per Day		\$1,040
48 Hours - Section Truck with Rail Units \$25.33 per Hour		\$1,216
48 Hours - Roadmaster Truck with Rail Units \$12.61 per Hour		\$605
36 Hours - Welding Truck with Rail Units \$63.75 per Hour		\$2,295
8 Hours - Work Train to Unload Ballast \$600.00 per Hour		\$4,800

**Total Equipment Cost** **\$13,126**

**Estimated Project Cost** **\$342,431**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/18/2014		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$80,000.00 under the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Chief of Police Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item is a resolution to make application for a grant that, if accepted, will provide funding in an amount not to exceed \$80,000 for the Police Department. This item has no fiscal impact until if/when the application has been approved. If approved, an additional resolution will be required for City acceptance of the grant funding.</p> <p><b>STRATEGIC PLAN GOAL:</b> Application for Federal Grant Funds related to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The Resolution authorizes the Chief of Police to apply to the Office of the Governor, Criminal Justice Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Resolution				



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

## MEMORANDUM

**DATE:** *February 27, 2014*

**TO:** *LaShon Ross, Deputy City Manager*

**FROM:** *Gregory W. Rushin, Chief of Plano* 

**SUBJECT:** *Edward Byrne Memorial Justice Assistance Grant*

---

The Plano Police Department is in the process of making application for the Edward Byrne Memorial Justice Assistance Grant State Formula Program through the Office of the Governor of Texas, Criminal Justice Division. This is a competitive grant, and as a requirement of the application process, the City of Plano is required to adopt a resolution authorizing the City to file an application for the federal funds in an amount not to exceed \$80,000. If awarded, the Plano Police Department will use the funds to purchase a dedicated, secure digital evidence management system to enhance our ability to manage the ever-increasing amount of digital evidence collected daily and enable us to store all the data in one central location.

Further, the resolution presented to the City Council for approval must also designate an authorizing official who is given authority to apply for, accept, reject, alter, or terminate the grant, and provide written assurances that in the event of loss or misuse of grant funds the City of Plano will return all funds to the Office of the Governor.

The Plano Police Department will utilize the funds to purchase a digital evidence management system to optimize our ability to manage critical evidentiary data. This system will promote efficiency, accuracy, and credibility of our law enforcement agency and provide prosecutors with the best evidence available. By optimizing our systems, we should realize reductions in waste and redundancy in a number of critical investigative processes.

Therefore we are requesting the City Council adopt a resolution in order to apply for this grant.

**A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$80,000.00 under the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.**

**WHEREAS**, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division to purchase a new digital evidence management system for use in the Police Department; and

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City Council designates Chief of Police Gregory W. Rushin as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

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

**Section I.** The submission of the grant application for the Plano Police Digital Evidence Management System to the Office of the Governor, Criminal Justice Division is hereby approved and Chief of Police Gregory W. Rushin is designated as the authorized official to act on behalf of the City of Plano with regard to this grant.

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

**DULY PASSED AND APPROVED this the 18th day of March, 2014.**

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

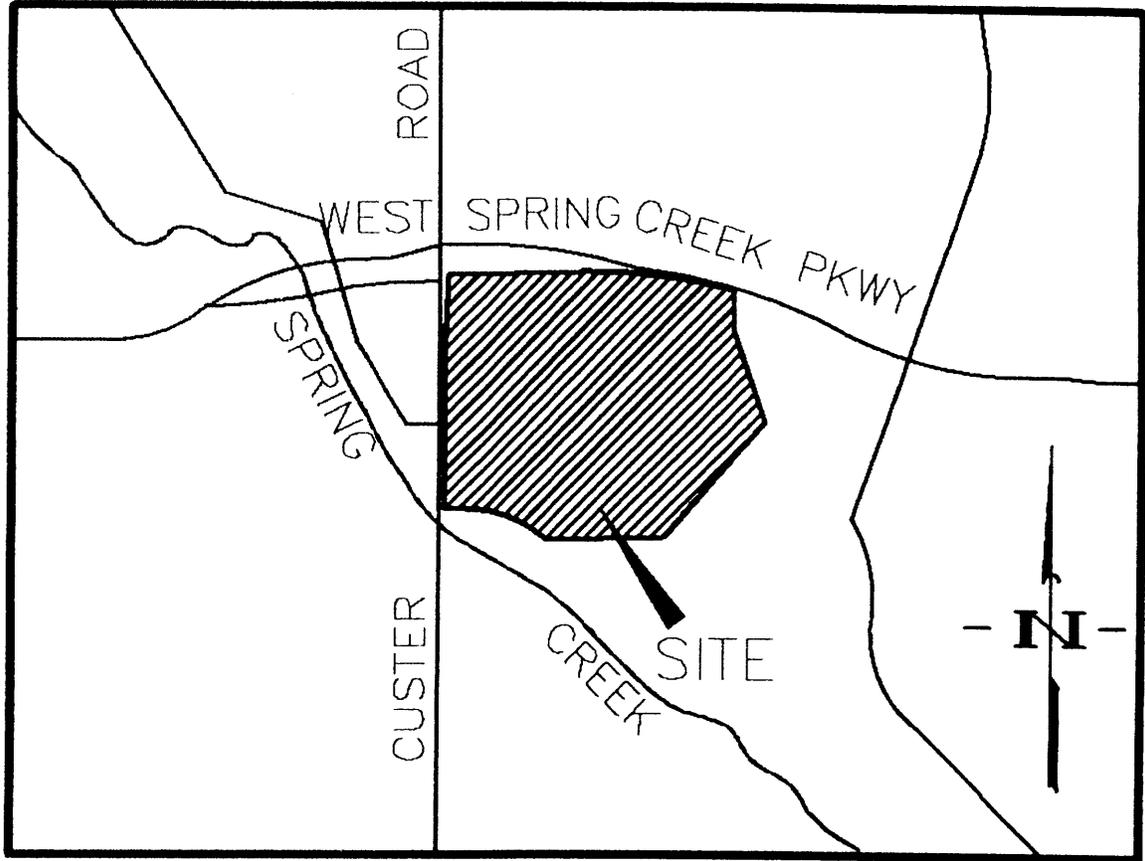
APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	3/18/14			
Department:	Engineering			
Department Head	Jack Carr			
Project	Stone Beeson Addition No. 1 – Project #6283			
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City Council of the City of Plano, Texas, abandoning all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to WC Custer Creek Center, L.P., as recorded in Document Number 20110623000649 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, WC Custer Creek Center, 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>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS: COMMENTS:</b> This item has no financial impact. STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
As a result of the abandonment, land will be improved with construction of a Walgreens adding to City tax base. <a href="https://maps.google.com/maps?q=2050+West+Spring+Creek+Parkway,+Plano,+TX&amp;hl=en&amp;ll=33.05736,-96.731851&amp;spn=0.004802,0.007457&amp;sl=31.168934,-100.076842&amp;sspn=10.031801,15.270996&amp;oq=2050+West+S&amp;t=m&amp;hnear=2050+W+Spring+Creek+Pkwy,+Plano,+Texas+75023&amp;z=17">https://maps.google.com/maps?q=2050+West+Spring+Creek+Parkway,+Plano,+TX&amp;hl=en&amp;ll=33.05736,-96.731851&amp;spn=0.004802,0.007457&amp;sl=31.168934,-100.076842&amp;sspn=10.031801,15.270996&amp;oq=2050+West+S&amp;t=m&amp;hnear=2050+W+Spring+Creek+Pkwy,+Plano,+Texas+75023&amp;z=17</a>				
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies			
Location Map	N/A			
Ordinance				
Petition for Abandonment				



VICINITY MAP  
NOT TO SCALE

**An Ordinance of the City Council of the City of Plano, Texas, abandoning all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to WC Custer Creek Center, L.P., as recorded in Document Number 20110623000649 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, WC Custer Creek Center, 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 a certain 15-foot wide Utility Easement, (hereinafter called "Easement") which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1", attached hereto and incorporated herein by reference; and

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

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owners of the property underlying the easement, 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 owner of the property underlying the easement, 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.

**DULY PASSED AND APPROVED** this the 18<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

EXHIBIT "B"

**PETITION FOR ABANDONMENT**

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting 15' WIDE UTILITY EASEMENT VOL 1036 PG 137 (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:

NO UTILITIES ARE PRESENT IN THIS EASEMENT - NEW PYLON SIGN MAY NOT BE INSTALLED IN AN EASEMENT

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

WILL PERMIT CONSTRUCTION OF WALLGREENS

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. (EXEMPT)

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". N/A

5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable

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

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

---

---

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

[Remainder of page blank]

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

NATIN PAUL

WC CUSTER CREEK CENTER, LP

Typed Name of Owner

401 CONGRESS AVENUE, 33<sup>RD</sup> FLOOR

Address

AUSTIN, TX 78701

City, State and Zip

Dated: 1/27/14

Signature of Owner

Contact Person for Property Owners:

Name:

RICK MACHAK

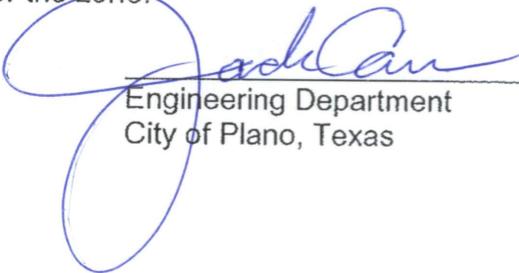
Phone No:

(817) 732-4000

-----  
**FOR DEPARTMENTAL USE ONLY**

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

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

  
\_\_\_\_\_  
Engineering Department  
City of Plano, Texas

# Exhibit "A-1"

## LEGAL LAND DESCRIPTION

### PORTION OF 15' UTILITY EASEMENT ABANDONMENT

BEING a portion of that certain tract of land in the George Perrin Survey, Abstract Number 722, and being a portion of a 15-foot wide Utility Easement (hereinafter referred to as 15-foot wide Utility Easement) as recorded in Volume 1036, Page 137, Deed Records, Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1 (hereinafter referred to as Lot 1R), an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas (M.R.C.C.T.); said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty Deed to W. C. Custer Center, LP (hereinafter referred to as W. C. Custer Center tract), as recorded in Document Number 20110623000649 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.); being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Lot 1R; same being in the existing South right-of-way line of Spring Creek Parkway (a variable width public right-of-way) as recorded in Volume 11, Page 21, M.R.C.C.T., same also being the Northwest corner of Lot 1, Block A, Southbay Addition (hereinafter referred to as Lot 1), an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet L, Page 644, M.R.C.C.T, same also being the Northeast corner of said 15-foot wide Utility Easement;

THENCE South 01 degree 13 minutes 27 seconds East, departing the existing South right-of-way line of said West Spring Creek Parkway with the common line between said Lot 1R, Stone Beeson Addition No. 1 and said Lot 1, a distance of 15.55 feet to the Southeast corner of said 15-foot wide Utility Easement, same being the beginning of a non-tangent curve to the left whose long chord bears North 81 degrees 19 minutes 29 seconds West, a distance of 270.67 feet;

THENCE Westerly with the Southerly line of said 15-foot wide Utility Easement and with said non-tangent curve to the left, having a radius of 1414.53 feet, through a central angle of 10 degrees 58 minutes 50 seconds, for an arc distance of 271.09 feet to an Easterly line of that certain tract of land described in a deed to Plano Spring Creek Partners, LP (hereinafter referred to as Plano Spring Creek Partners tract) as recorded in Document Number 20130402000434070, O.P.R.C.C.T., same being the most Northerly West line of the remainder of said W. C. Custer Center tract;

THENCE North 00 degrees 45 minutes 59 seconds West with the common line between said Plano Spring Creek Partners tract and the remainder of said W. C. Custer Center tract and crossing said 15-foot wide Utility Easement, a distance of 15.04 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the most Northeasterly corner of said Plano Spring Creek Partners tract, same being the Southerly line of that certain tract of land described in a deed to Plano Spring Creek Partners, LP (hereinafter referred to as Plano Spring Creek Partners tract 2) as recorded in Document Number 20130402000434080, O.P.R.C.C.T., same being in the Northerly line of said Lot 1R, same also being the beginning of a non-tangent curve to the right whose long chord bears South 83 degrees 09 minutes 39 seconds East, a distance of 184.28 feet;

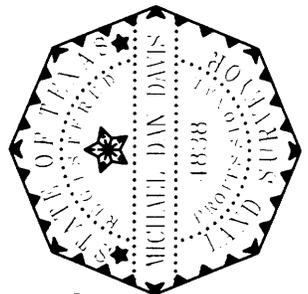
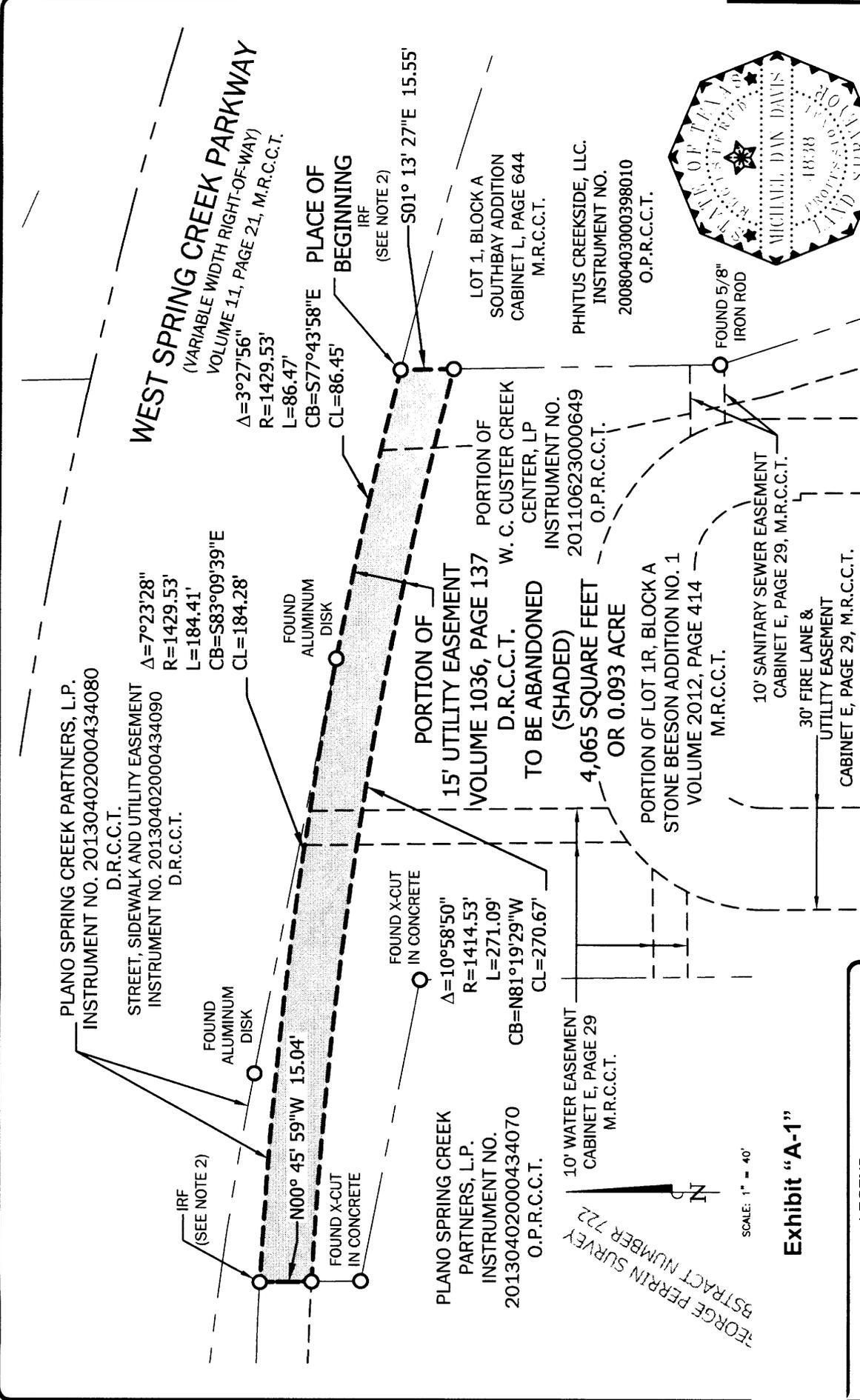
THENCE Easterly with the common line between said Lot 1R and said Plano Spring Creek Partners tract 2 and with said non-tangent curve to the right having a radius of 1429.53 feet, through a central angle of 7 degrees 23 minutes 28 seconds, for an arc distance of 184.41 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" found in the aforesaid existing South right-of-way line of West Spring Creek Parkway, same being the beginning of a curve to the right, whose long chord bears South 77 degrees 43 minutes 58 seconds East, a distance of 86.45 feet;

THENCE Southeasterly with the existing South right-of-way line of said Spring Creek Parkway, curving to the right, having a radius of 1429.53 feet, through a central angle of 03 degrees 27 minutes 56 seconds, for an arc distance of 86.47 feet to the PLACE OF BEGINNING.

Project No. 999-13-24 | Date: 12/23/2013 | Page 1 of 2 | Checked By: MD2

PORTION OF 15' UTILITY EASEMENT ABANDONMENT EXHIBIT  
PORTION OF LOT 1R, BLOCK A  
STONE BEESON ADDITION NO. 1  
CITY OF PLANO, COLLIN COUNTY, TEXAS





01/20/14

**GENERAL NOTES:**

- All bearings shown herein are Texas Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.
- All iron rods set (IRF) are 5/8-inch with a plastic cap stamped "RPLS 4838", set March 2013.

<p><b>LEGEND</b></p> <p>○ DIMENSION POINT, NOTHING FOUND OR SET UNLESS NOTED OTHERWISE</p> <p>○ P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY TEXAS</p> <p>○ D.R.C.C.T. DEED RECORDS, COLLIN COUNTY TEXAS</p> <p>○ M.R.C.C.T. MAP RECORDS, COLLIN COUNTY TEXAS</p>			
Project No. 999-13-24	Date: 12/23/2013	Page 2 of 2	Checked By: MD2
<p><b>PORTRION OF 15' UTILITY EASEMENT ABANDONMENT EXHIBIT</b></p> <p>PORTRION OF LOT 1R, BLOCK A</p> <p>STONE BEESON ADDITION NO. 1</p> <p>CITY OF PLANO, COLLIN COUNTY, TEXAS</p>			

**BANNISTER ENGINEERING**

1696 Country Club Drive | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax

FBAS REGISTRATION NO. 10193823

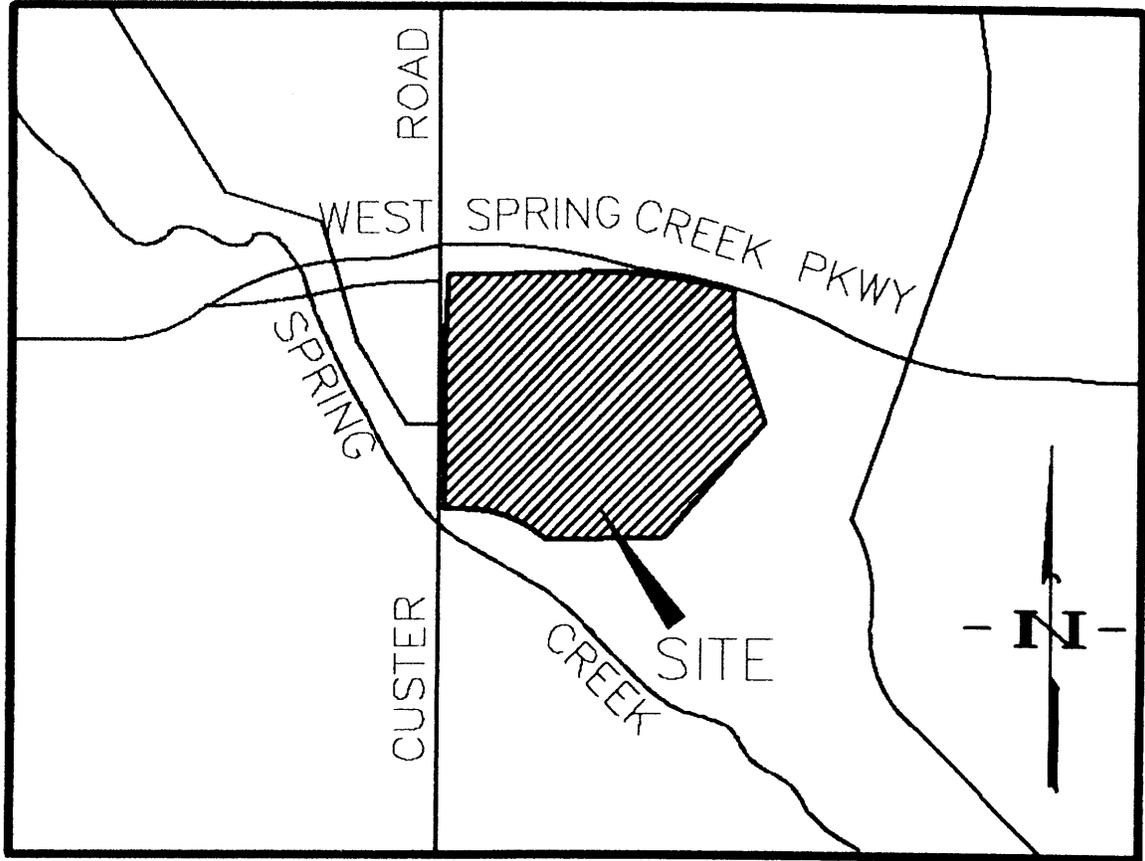
Exhibit "A-1"

GEORGE PERPIN SURVEY ABSTRACT NUMBER 722



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	3/18/14			
Department:	Engineering			
Department Head	Jack Carr			
Project	Stone Beeson Addition – Project #6283			
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City Council of the City of Plano, Texas, abandoning all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to Plano Spring Creek Partners, L.P., as recorded in Document Number 20130402000434070 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Plano Spring Creek Partners, 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>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS: COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL:    Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>As a result of the abandonment, land will be improved with construction of a Walgreens adding to City tax base. <a href="https://maps.google.com/maps?q=2050+West+Spring+Creek+Parkway,+Plano,+TX&amp;hl=en&amp;ll=33.05736,-96.731851&amp;spn=0.004802,0.007457&amp;sll=31.168934,-100.076842&amp;sspn=10.031801,15.270996&amp;oq=2050+West+S&amp;t=m&amp;hnear=2050+W+Spring+Creek+Pkwy,+Plano,+Texas+75023&amp;z=17">https://maps.google.com/maps?q=2050+West+Spring+Creek+Parkway,+Plano,+TX&amp;hl=en&amp;ll=33.05736,-96.731851&amp;spn=0.004802,0.007457&amp;sll=31.168934,-100.076842&amp;sspn=10.031801,15.270996&amp;oq=2050+West+S&amp;t=m&amp;hnear=2050+W+Spring+Creek+Pkwy,+Plano,+Texas+75023&amp;z=17</a></p>				
List of Supporting Documents: Location Map Ordinance Petition for Abandonment	Other Departments, Boards, Commissions or Agencies N/A			



VICINITY MAP  
NOT TO SCALE

**An Ordinance of the City Council of the City of Plano, Texas, abandoning all right, title and interest of the City, being a portion of that certain tract of land in the George Perrin Survey, Abstract No. 722, and being a portion of a 15-foot wide Utility Easement, as recorded in Volume 1036, Page 137, Deed Records of Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas; a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty deed to Plano Spring Creek Partners, L.P., as recorded in Document Number 20130402000434070 of the Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Plano Spring Creek Partners, 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 a certain 15-foot wide Utility Easement, (hereinafter called "Easement") which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1", attached hereto and incorporated herein by reference; and

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

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owners of the property underlying the easement, 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 owner of the property underlying the easement, 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.

**DULY PASSED AND APPROVED** this the 18<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**EXHIBIT "B"**

**PETITION FOR ABANDONMENT**

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting 15' WIDE UTILITY EASEMENT - VOL. 1036 (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. PAGE 137

1. The Owners are requesting the abandonment of the Easement for the following reasons:

NO UTILITIES ARE PRESENT IN THIS EASEMENT - NEW PYLON SIGN MAY NOT BE INSTALLED IN AN EASEMENT

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

WILL PERMIT CONSTRUCTION OF WALGREENS

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. **(EXEMPT)**

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"**. **NIA**

5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

**and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

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

---

---

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

[Remainder of page blank]

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

PLANO SPRING CREEK PARTNERS,  
LP

Typed Name of Owner

2100 W. 7<sup>th</sup> ST.

Address

FORT WORTH, TX 76107

City, State and Zip

Dated: 1/24/2014

PLANO SPRING CREEK PARTNERS, L.P.

a Texas limited partnership

By: Woodmont Custer Creek, LLC,

a Texas limited liability company,

its General Partner

By: Stephen Coslik

Stephen Coslik

Managing Member

Contact Person for Property Owners:

Name:

RICK MACHAK

Phone No:

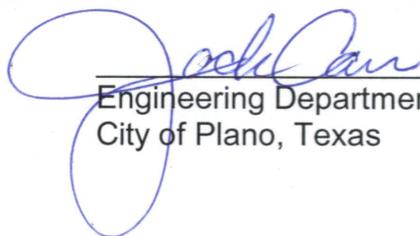
(817) 932-4000

---

**FOR DEPARTMENTAL USE ONLY**

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

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

  
\_\_\_\_\_  
Engineering Department  
City of Plano, Texas

# Exhibit "A-1"

## LEGAL LAND DESCRIPTION

### PORTION OF 15' UTILITY EASEMENT ABANDONMENT

BEING a portion of that certain tract of land in the George Perrin Survey, Abstract Number 722, and being a portion of a 15-foot wide Utility Easement (hereinafter referred to as 15-foot wide Utility Easement) as recorded in Volume 1036, Page 137, Deed Records, Collin County, Texas, and being a portion of Lot 1R, Block A, Stone Beeson Addition No. 1 (hereinafter referred to as Lot 1R), an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas (M.R.C.C.T.); a portion of said Lot 1R, Stone Beeson Addition No. 1 being described in a Special Warranty Deed to Plano Spring Creek Partners, L.P. (hereinafter referred to as Plano Spring Creek Partners tract 1), as recorded in Document Number 20130402000434070 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.); being more particularly described, by metes and bounds, as follows:

BEGINNING at an X-cut found in concrete pavement for the Northerly Northwest corner of said Lot 1R, same being the Northeast corner of that certain tract of land described as Lot 1R, Block A, Spring Creek Plaza (hereinafter referred to as Spring Creek Plaza), an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Page 751, M.R.C.C.T., same being the Northwest corner of said 15-foot wide Utility Easement, same also being the Southerly line of that certain tract of land described in a deed to Plano Spring Creek Partners, L.P. (hereinafter referred to as Plano Spring Creek Partners tract 2), as recorded in Instrument No. 20130402000434080, O.P.R.C.C.T.;

THENCE North 80 degrees 14 minutes 57 seconds East with the common line between said Plano Spring Creek Partners tract 2 and said Lot 1R and with the North line of said 15-foot wide Utility Easement, a distance of 157.58 feet to a one-half inch iron rod found for an angle point in the North line of said 15-foot wide Utility Easement;

THENCE North 89 degrees 11 minutes 40 seconds East continuing with the common line between said Plano Spring Creek Partners tract 2 and said Lot 1R and continuing with the North line of said 15-foot wide Utility Easement, a distance of 6.38 feet to a five-eighths inch iron rod found for an angle point in the North line of said 15-foot wide Utility Easement, same being the beginning of a curve to the right, whose long chord bears South 88 degrees 49 minutes 52 seconds East, a distance of 98.51 feet;

THENCE Easterly continuing with the common line between said Plano Spring Creek Partners tract 2 and said Lot 1R and continuing with the North line of said 15-foot wide Utility Easement and with said curve to the right having a radius of 1429.53 feet, through a central angle of 3 degrees 56 minutes 57 seconds, for an arc distance of 98.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of the aforesaid Plano Spring Creek Partners tract 1, same being the Northerly Northwest corner of the remainder of that certain tract of land described in a deed to W. C. Custer Creek Center, LP (hereinafter referred to as W. C. Custer Creek Center tract) as recorded in Instrument No. 20110623000649, O.P.R.C.C.T.;

THENCE South 00 degrees 45 minutes 59 seconds East departing the Southerly line of said Plano Spring Creek Partners tract 2 and with the common line between said Plano Spring Creek Partners tract 1 and the remainder of said W. C. Custer Creek Center tract, a distance of 15.04 feet to the South line of said 15-foot wide Utility Easement, same being the beginning of a non-tangent curve to the left whose long chord bears North 88 degrees 48 minutes 37 seconds West, a distance of 98.50 feet;

THENCE Westerly with the South line of said 15-foot wide Utility Easement and with said curve to the left having a radius of 1414.53 feet, through a central angle of 3 degrees 59 minutes 26 seconds, for an arc distance of 98.52 feet;

THENCE South 89 degrees 11 minutes 40 seconds West continuing with the South line of said 15-foot wide Utility Easement, a distance of 5.21 feet;

THENCE South 80 degrees 14 minutes 57 seconds West continuing with the South line of said 15-foot wide Utility Easement, a distance of 158.65 feet to the Northerly West line of the aforesaid Lot 1R, same being the East line of the aforesaid Spring Creek Plaza;

THENCE North 01 degree 15 minutes 20 seconds West with the common line between said Lot 1R and said Spring Creek Plaza and with the West line of said 15-foot wide Utility Easement, a distance of 15.17 feet to the PLACE OF BEGINNING.

Project No. 999-13-24 | Date: 12/23/2013 | Page 1 of 2 | Checked By: MD2

PORTION OF 15' UTILITY EASEMENT ABANDONMENT EXHIBIT  
PORTION OF LOT 1R, BLOCK A  
STONE BEESON ADDITION NO. 1  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**BANNISTER**  
ENGINEERING  
1696 Country Club Drive | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax  
TBPLS REGISTRATION NO. 10193823

**WEST SPRING CREEK PARKWAY**

(VARIABLE WIDTH RIGHT-OF-WAY)  
VOLUME 11, PAGE 21, M.R.C.C.T.

PLANO SPRING CREEK PARTNERS, L.P.  
INSTRUMENT NO. 20130402000434080  
D.R.C.C.T.  
STREET, SIDEWALK AND UTILITY EASEMENT  
INSTRUMENT NO. 20130402000434090  
D.R.C.C.T.

$\Delta=3^{\circ}56'57''$   
 $R=1429.53'$   
 $L=98.53'$   
 $CB=S88^{\circ}49'52''E$   
 $CL=98.51'$

$N89^{\circ}11'40''E$  6.38'

FOUND X-CUT  
IN CONCRETE

IRF  
(SEE NOTE 2)

PLANO SPRING CREEK PARTNERS, L.P.  
INSTRUMENT NO. 20130402000434080  
PLACE OF  
BEGINNING  
FOUND X-CUT  
IN CONCRETE

$N80^{\circ}14'57''E$  157.58'

FOUND 1/2"  
IRON ROD

FOUND 5/8"  
IRON ROD

$N80^{\circ}14'57''W$  158.65'

$S89^{\circ}11'40''W$  5.21'

$S80^{\circ}14'57''W$  15.17'

$N01^{\circ}15'20''W$  15.17'

25' X 25' INGRESS  
& EGRESS EASEMENT  
VOLUME 1036, PAGE 742  
D.R.C.C.T.

PORTION OF  
15' UTILITY EASEMENT  
VOLUME 1036, PAGE 137  
D.R.C.C.T.

TO BE ABANDONED  
(SHADED)  
3,936 SQUARE FEET  
OR 0.090 ACRE

PORTION OF  
PLANO SPRING CREEK PARTNERS, L.P.  
INSTRUMENT NO. 20130402000434070  
O.P.R.C.C.T.

PORTION OF LOT 1R, BLOCK A  
STONE BEESON ADDITION NO. 1  
VOLUME 2012, PAGE 414  
M.R.C.C.T.

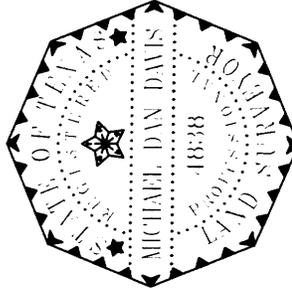
15' SANITARY SEWER &  
SIDEWALK EASEMENT  
CABINET J, PAGE 751  
M.R.C.C.T.

LOT 1R, BLOCK A  
SPRING CREEK PLAZA  
CABINET J, PAGE 751  
M.R.C.C.T.

$\Delta=3^{\circ}59'26''$   
 $R=1414.53'$   
 $L=98.52'$   
 $CB=N88^{\circ}48'37''W$   
 $CL=98.50'$

$S00^{\circ}45'59''E$  15.04'

FOUND X-CUT  
IN CONCRETE



*Michael Dan Davis*  
09/30/14

**Exhibit "A-1"**

**LEGEND**

○ DIMENSION POINT, NOTHING FOUND OR SET  
UNLESS NOTED OTHERWISE

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY TEXAS  
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY TEXAS  
M.R.C.C.T. MAP RECORDS, COLLIN COUNTY TEXAS

Project No. 999-13-24 Date: 12/23/2013 Page 2 of 2 Checked By: MDZ

PORTION OF 15' UTILITY EASEMENT ABANDONMENT EXHIBIT  
PORTION OF LOT 1R, BLOCK A  
STONE BEESON ADDITION NO. 1  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**GENERAL NOTES:**

- All bearings shown herein are Texas Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.
- All iron rods set (IRF) are 5/8-inch with a plastic cap stamped "RPLS 4838", set March 2013.

**BANNISTER**  
ENGINEERING  
1696 County Club Drive | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax  
TBPUS REGISTRATION NO. 10193823



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/18/2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas authorizing the City of Plano's Housing Rehabilitation Program to acquire, rehabilitate, and resell single family homes; authorizing the City Manager or his designee to execute all necessary documents; and providing a severability clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    NA</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Authorizing the City Manager or his designee to execute all necessary documents through the City's Housing Rehabilitation Program relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
Chapter 373 of the Local Government Code authorizes "Community Development in Municipalities", including the acquisition of real property for established public purposes. This ordinance will authorize the city staff to directly procure affordable, real property for the purpose of rehabilitation and resale to qualified buyers without Council consideration of each individual purchase or sale. This will further the City's community development goals as adopted in the 2010-2014 Consolidated Plan. All purchases will utilize Federal funds available through the U.S. Department of Housing and Urban Development.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Ordinance				



# Memorandum

**Date:** March 3, 2014

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

**From:** Shanette Brown, Community Services Manager

**Subject:** **Authorization to purchase and sell property under the HUD-funded Housing Rehabilitation Program**

For the past few years, Community Services division staff has been working, as time allowed, to develop a new component within the Housing Rehabilitation program which would allow the purchase, rehabilitation and resale of distressed, affordable housing. This component enhances, but does not replace, the other functions of the Housing Rehabilitation program, including owner-occupied rehabilitation and emergency repair. The benefits of this new component are twofold. First, the rehabilitation process should be less expensive as the cost and timing of repairs to an unoccupied home is much more efficient than that of an occupied house. Secondly, it provides the City with a mechanism to refurbish homes that are a detriment to neighborhoods, as the program is intended to target dilapidated structures, foreclosures, and struck-back properties.

Though the activity has been approved, the Housing Rehabilitation Program has not undertaken this activity due to, among other reasons, the City's purchase approval requirements. The City's procurement code requires City Council approval on all purchases over \$50,000. This requirement makes it difficult to purchase single family real estate on the market, since staff could not make an offer on a property for several weeks after the due diligence was complete because of the limitations of the Council agenda timeline. Staff is concerned about the investment of time in determining the appropriate nature of a property for program participation, which may then be lost due to the minimum two-week delay in the ability to offer a contract to the seller. Consequently, the request is being made that the City Manager, or his designees, be authorized to purchase a limited number of homes for this program utilizing HUD grant funds without further Council approval.

It is anticipated that two, but no more than four, single family houses would be purchased annually through the Housing Rehabilitation program. The number of purchases is naturally limited by staff capacity and funding available to the program. Properties would be purchased at or below 65% of the median area price of the City's Metropolitan Statistical Area (MSA) which would establish the current limit at \$152,165, although purchases are expected to be much lower in cost. The Community Services Division would utilize a State of Texas licensed broker to assist in the property search, management, and sale of the house funded with Housing Rehabilitation program funds.

Two of the City's 2010-14 Consolidated Plan Objectives are to (1) preserve and enhance existing housing stock through home rehabilitation and (2) create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households. Since June 2011, City Council has approved the acquisition, rehabilitation

and sale of single family homes through the City of Plano's Housing Rehabilitation Program via the adoption of the annual Action Plan submitted to the U.S. Department of Housing and Urban Development (HUD). In conclusion, staff is recommending approval of the associated ordinance to allow the efficient, timely acquisition of real estate for the purposes of rehabilitation and resale consistent with our Housing and Community Development goals.

**An Ordinance of the City of Plano, Texas authorizing the City of Plano's Housing Rehabilitation Program to acquire, rehabilitate, and resell single family homes; authorizing the City Manager or his designee to execute all necessary documents; and providing a severability clause, a savings clause, and an effective date.**

**WHEREAS**, the City Council adopted the 2010-14 Consolidated Plan of Housing and Community Development Needs, on March 8, 2010, to encourage the provision of decent, safe and affordable housing for low and moderate income and special needs residents; and

**WHEREAS**, the City Council adopted Ordinance No. 89-10-12 on October 11, 1989 Housing Infill Program authorizing the City to acquire, rehabilitate, and sell residential structures directly to qualified low and moderate income households; and

**WHEREAS**, the City Council annually adopts the Action Plan to detail activities to be undertaken to achieve 2010-14 Consolidated Plan goals; and

**WHEREAS**, the City Council has previously approved, as an Action Plan activity, the acquisition, rehabilitation, and resale of single family homes through the City's Housing Rehabilitation Program since 2011; and

**WHEREAS**, this activity will ensure the safe, decent and sanitary conditions of vacant properties located in the City and maintain the stock of affordable housing; and

**WHEREAS**, single family homes will be purchased at or below 65% of the median price for the City's Metropolitan Statistical Area (MSA) according to the program guidelines; and

**WHEREAS**, once rehabilitated, the homes will be sold directly to qualified low and moderate income households, as defined by the U.S. Department of Housing and Urban Development, or to qualified non-profit organizations providing transitional housing to presumed benefit clients; and

**WHEREAS**, the activity is financed through the City's Housing Rehabilitation Program and is currently funded in the amount of \$833,800.00 from federal Community Development Block Grants ("CDBG") and HOME Investment Partnership ("HOME") funds from the U. S. Department of Housing and Urban Development ("HUD"); and

**WHEREAS**, HUD regulations require expenditure of CDBG and HOME grant funds in a timely manner.

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

**Section I.** The City Manager of the City of Plano, or his designee, is hereby authorized to purchase two to four single family homes at or below 65% of median price for the City's Metropolitan Statistical Area (MSA) and to rehabilitate them with total expenditures not to exceed \$500,000.00.

**Section II.** The City Manager of the City of Plano, or his designee, is hereby authorized to resell the rehabilitated homes directly to qualified low income or moderate income households, as defined by the U.S. Department of Housing and Urban Development, or to qualified non-profit organizations providing transitional housing to presumed benefit clients.

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section IV.** The City Manager of the City of Plano, or his designee, is hereby authorized to execute all documents needed to effect the actions authorized hereunder; and that no additional approval shall be needed.

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 18TH DAY OF MARCH, 2014.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/18/14		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matthew Yager, x5220</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$100,000 from the the Police &amp; Court Facilities CIP Fund Unappropriated fund balance to the Police &amp; Court Facilities CIP Fund for fiscal year 2013-14 for the purpose of providing funding for the Municipal Center South Fiber Optic By-pass project, amending the Community Investment Program of the City and Ordinance No. 2013-9-9, Section 1, Item "C" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	3,234,000	0	<b>3,234,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	100,000	0	<b>100,000</b>
BALANCE	0	3,334,000	0	<b>3,334,000</b>
<b>FUND(S): POLICE &amp; COURT FACILITIES CIP FUND</b>				
<p><b>COMMENTS:</b> Supplemental appropriations approved to date for the Police &amp; Court Facilities CIP Fund, including this item, total \$100,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing additional funding for costs related to the Municipal Center South Fiber Optic By-pass project relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Supplemental Appropriation No. 2</p> <p>This supplemental appropriation will provide funding for the re-routing of the fiber connection from Police Headquarters to Municipal Center that is necessary due to the pending sale of Municipal Center South building.</p>				
List of Supporting Documents: Supplemental Appropriation Log			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, transferring the sum of \$100,000 from the Police & Court Facilities CIP Fund Unappropriated fund balance to the Police & Court Facilities CIP Fund for fiscal year 2013-14 for the purpose of providing funding for the Municipal Center South Fiber Optic By-pass project, amending the Community Investment Program of the City and Ordinance No. 2013-9-9, Section 1, Item “C” to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the Community Investment Program for the City for fiscal year 2013-14 setting the appropriations for the Police & Court Facilities CIP Fund at \$3,234,000 and

**WHEREAS**, the City of Plano Technology Services Department is requesting funding in the amount of \$100,000 for re-routing fiber to provide two discrete connections between the Police building and Municipal Center; and

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

**WHEREAS**, the City Council now finds that additional appropriations to the Police & Court Facilities CIP Fund should be made in order to assure the integrity of data transmitted between the Plano Police Headquarters and Technology Services and facilitate the sale of the Municipal Center South building, and that such action is a public necessity.

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

**SECTION I.** The estimated sum of ONE HUNDRED THOUSAND (\$100,000) is hereby transferred from the Police & Court Facilities CIP Fund Unappropriated fund balance to the Police & Court Facilities Fund appropriation.

**SECTION II.** The Community Investment Program of the City of Plano for fiscal year 2013-14 as adopted by Ordinance No. 2013-9-9 is amended to reflect the action taken herein.

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

**SECTION IV.** This supplemental appropriation Ordinance No. 2 shall become effective immediately from and after the date of its passage.

**DULY PASSED AND APPROVED this the 18<sup>TH</sup> day of March, 2014.**

---

Harry LaRosiliere, **MAYOR**

ATTEST:

---

Lisa C. Henderson, **CITY SECRETARY**

---

Paige Mims, **CITY ATTORNEY**

**FY 2013-14  
SUPPLEMENTAL APPROPRIATIONS**

<b>Description</b>	<b>Department</b>	<b>Amount</b>
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$0</u>
TOTAL PTN FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
Curb repair and Utility Cut Work Crews and Inspectors	Public Works	218,393
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ 218,393</u>
Curb repair and Utility Cut Work Crews and Inspectors	Public Works	218,393
TOTAL WATER & SEWER FUND		<u>\$ 218,393</u>
		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
Municipal Center South Fiber Optic By-pass Project (Police & Court Facilities CIP)	Technology Services	100,000
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ 100,000</u>
<b>GRAND TOTAL ALL FUNDS</b>		<u><b>\$ 536,786</b></u>



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 18, 2014		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): <b>Diana Casady 5993</b>				
<b>CAPTION</b>				
An Ordinance of the City Council of the City of Plano, Texas, amending a section of Ordinance No. 2013-8-7, codified as Section 16-82 of Article V, Chapter 16, of the Code of Ordinances, of the City of Plano, Texas, and adding a new section to reinstate alternate members to the Board of Adjustment; and providing a repealer clause, a severability clause; a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Amending a section of Ordinance No. 2013-8-7 codified as Section 16-82 of Article V, Chapter 16, of the Code of Ordinances, for the City of Plano, Texas and adding a new section to reinstate alternate members to the Board of Adjustment relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends this ordinance amendment which will retain the eight (8) standing members but adds two (2) alternate members to the Board of Adjustment to allow the Board a more efficient and effective manner to hear applications for variance requests.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo - Selso Mata				



# Memorandum

TO: Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager

FROM: Selso Mata, Chief Building Official

DATE: March 6, 2014

SUBJECT: **Board of Adjustment – Alternates**

In prior years the Board of Adjustment had been made up of five (5) board members and four (4) alternates. Upon review the Board was changed to include all appointed alternates as standing members to the Board. This was approved at the August 12, 2013 Council Meeting. The Board in open discussion agreed to wait and see the impact of an eight (8) member board without alternates.

On separate instances, recent variance requests have been tabled by the Board at the applicants request due to absent Board members faced with prior obligations, medical reasons, and one member stepping down for ethical conflict on a variance request.

Board of Adjustment approval must be a concurring vote of 75% of the members before a variance can be passed as required by state law. With 8 regular members, at least 6 concurring votes must be in favor for a request to pass. While a quorum can be met with 6 members, applicants understand they are at a disadvantage whereby all 6 votes would be needed for approval. Odds are impacted for applicants and the board must concur upon the applicants request to table a variance request until a full board of eight seated members can be present.

In light of these events, the Board agreed to have the Chair ask City Council to reinstate the addition of alternates to the Board. Two are requested. If approved, the Board of Adjustment will consist of eight (8) regular Board members and two (2) alternates.

Staff recommends adoption of this Ordinance.

**An Ordinance of the City Council of the City of Plano, Texas, amending a section of Ordinance No. 2013-8-7, codified as Section 16-82 of Article V, Chapter 16, of the Code of Ordinances, of the City of Plano, Texas, and adding a new section to reinstate alternate members to the Board of Adjustment; and providing a repealer clause, a severability clause; a savings clause, and an effective date.**

**WHEREAS**, on August 12, 2013, the City Council of the City of Plano enacted Ordinance No. 2013-8-7 to change the membership standards for certain boards, including the Board of Adjustment, by increasing the regular membership to eight (8) members and eliminating alternate members entirely; and

**WHEREAS**, after considering the impact to the Board's review process in light of state law's requirement for a supermajority vote for approving a variance, staff recommends that two (2) alternate members be reinstated to the Board of Adjustment to allow the Board to hear applications for variance more efficiently and effectively; and

**WHEREAS**, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano, to amend a section of Ordinance No. 2013-8-7, codified as Section 16-82 of Article V, Chapter 16, of the Code of Ordinances, of the City of Plano, Texas, and adding a new section to reinstate two (2) alternate members to the Board of Adjustment.

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

**Section I.** Section 16-82, Meetings, of Article V, Chapter 16, of the Code of Ordinances of the City of Plano, is hereby renumbered to Section 16-83 to read in its entirety as follows:

**“Sec. 16-83. Meetings.**

The Board of Adjustment will have the authority to adopt rules consistent with state law. Meetings of the Board of Adjustment shall be held at the call of the chairman and at such other times as the board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicate such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board of Adjustment as a public record.”

**Section II.** A new Section 16-82 is hereby adopted to read in its entirety as follows:

**“Sec. 16-82. Alternate members.**

City Council may appoint two (2) alternate members of the Board of Adjustment who shall serve in the absence of one (1) or more of the regular members. The alternate members, when appointed, shall serve for the same period as the regular members, which is for a term of two (2) years expiring on October 31<sup>st</sup> of the appropriate year, and any vacancy shall be filled in the same manner as for regular members, and alternate members shall be subject to removal under the same provisions as regular members.”

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

**Section IV.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section V.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under 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 at the time of passage of this ordinance.

**Section VI.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 18<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
Harry LaRosilliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

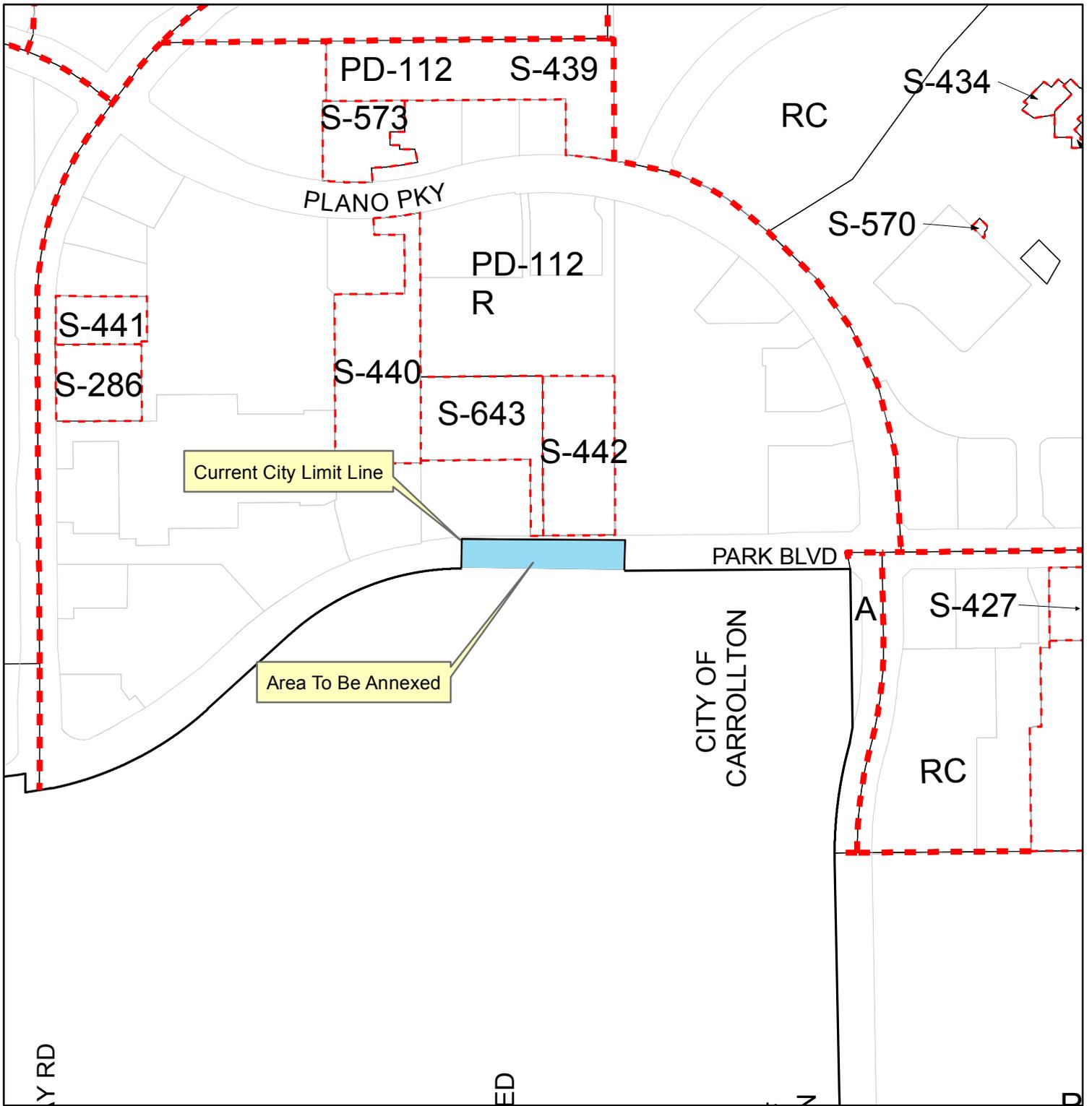
APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

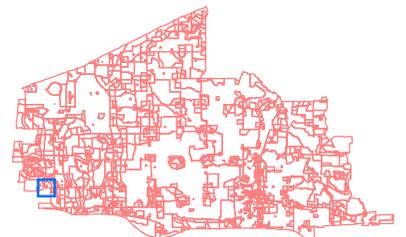


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 18, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>T. Stuckey, ext. 7156</b>				
<b>CAPTION</b>				
Public Hearing and Consideration of Annexation Case 2014-01 - Request to annex 1.035± acres located within the right-of-way of W. Park Boulevard, approximately 750 feet west of Plano Parkway. The right-of-way is located in the J. Myers Survey, Abstract No. 619, the J.W. Haynes Survey, Abstract No. 458, and the Mary Ann Taylor Survey, Abstract No. 897, all in Collin County. Applicant: City of Plano				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Working with neighboring municipalities to standardize city boundaries and clarify emergency response responsibilities relates to the City's goal of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is the first public hearing on this item. The cities of Plano and Carrollton, along with the Town of Hebron, are working to standardize the city limit lines along W. Park Boulevard/Hebron Parkway. The area to be annexed lies within Collin County. Annexing the right-of-way into Plano will clarify responsibility for emergency responses for this area. No action needs to be taken with the Public Hearing. The second required Public Hearing will be held at the March 24, 2014 City Council meeting, and the annexation will be finalized in April. In compliance with state law, a service plan is attached which outlines the provision of city services to the area.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Map Service Agreement				



# ANNEXATION CASE #2014-01



○ 200' Notification Buffer

EXHIBIT "B"

CITY OF PLANO, COLLIN AND DENTON COUNTIES, TEXAS

SERVICE PLAN FOR ANNEXED AREA  
(Annexation Case No. A2014-01)

**Acreage Annexed:**

1.04± acres

**Survey, Abstract and County:**

J. Myers Survey, Abstract No. 619, Collin County, Texas  
J. W. Haynes Survey, Abstract No. 458, Collin County, Texas  
Mary Ann Taylor Survey, Abstract No. 897, Collin County, Texas

**Date of Adoption of Annexation Ordinance:**

April 14, 2014

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Plano, Texas, at the following levels and in accordance with the following schedule:

A. Police Service

(1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation.

(2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the minimum level of police services comparable to the level of police services available in other parts of the city with similar characteristics of topography, land utilization, and population density as determined by the City Council within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the city.

B. Fire Services

(1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinance.

(2) As development and construction of subdivisions commences within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area a level of fire and emergency ambulance services comparable to the level of fire and emergency ambulance services available in other parts of the city with similar characteristics of topography, land utilization, and population density, as determined by the City Council, within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city.

C. Environmental Health and Building Inspection Services

(1) Enforcement of the city's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.

(2) The city's building, plumbing, electrical, gas, heating and air conditioning, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

(3) The city's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.

(4) All inspection services furnished by the City of Plano, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

(5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Building Inspection services as are furnished throughout the city.

D. Planning and Zoning Services

The planning and zoning jurisdiction of the city will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the city's Zoning Ordinance and Comprehensive Plan.

E. Recreation and Leisure Services

(1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the city, beginning with the effective date of this ordinance.

(2) Additional facilities and sites to serve this property and its residents will be acquired, developed, and maintained at locations and times provided by applicable plans, policies and programs, and decisions of the City of Plano. This property will be included in all plans for providing recreation and leisure services to the city. The same level of recreation and leisure services shall be furnished to this property as is furnished throughout the city.

(3) Existing parks, playgrounds, swimming pools, and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the city, be maintained and operated by the City of Plano; but not otherwise.

F. Solid Waste Collection

(1) Solid waste collection shall be provided to the property in accordance with existing city policies, beginning on the effective date of the annexation ordinance.

(2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the city as to frequency, charges and so forth.

(3) Solid waste collection, through the use of reusable containers for commercial accounts, shall be available to this property through and in accordance with the terms of the city's contract with a private company, beginning with the effective date of the annexation ordinance.

G. Streets

(1) The City of Plano's existing policies with regard to street maintenance, applicable throughout the entire city, shall apply to this property on the effective date of the annexation ordinance.

(2) As development, improvement, or construction of streets to city standards commence within this property, the policies of the City of Plano with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

(3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Plano as is provided to city streets throughout the city.

(4) Street lighting installed on streets shall be maintained in accordance with current city policies.

H. Water Services

(1) Connection to existing city water mains for water service for domestic, commercial, and industrial use within this property, will be provided in accordance with existing city policies. Upon connection to existing mains, water will be provided at rates established by city ordinances for such service throughout the city.

(2) Water mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

(3) Water mains which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the city.

I. Sanitary Sewer Services

(1) Connections to existing city sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing city policies. Upon connection, sanitary sewage service will be provided at rates established by city ordinances for such service throughout the city.

(2) Sanitary sewage mains and/or lift stations which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(3) Sanitary sewer mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, but such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

J. Miscellaneous

(1) Any facility or building located within the annexed area and utilized by the City of Plano in providing services to the area will be maintained by the city commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later.

(2) General municipal administration and administrative services of the city shall be available to the annexed area beginning with the effective date of the annexation ordinance.

K. Agreement and Acceptance

It is agreed, as signified by the adoption of the Service Plan by the city and signature of acceptance by the landowner(s) of the annexed area, that:

(1) In the event the Service Plan is not fulfilled, the landowner may (1) seek to enforce the Service Plan by applying for a writ of mandamus not later than the second anniversary of the date the landowner knew or should have known that the city was not complying with the Service Plan, or (2) seek disannexation pursuant to Section 43.141 of the Local Government Code.

(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall be construed to alleviate the landowner's responsibility to construct and fund such capital improvements as required by such ordinances. By its agreement to this Service Plan and by virtue of the landowner's petition to be annexed into the city, the landowner agrees to abide by such ordinances and regulations.

---

OWNER

---

DATE



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 18, 2014		
Department:		City Manager		
Department Head		Frank F. Turner		
Agenda Coordinator (include phone #): <b>Sherry Jackson - Ext. 7122</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate a partnership with the ArtCentre of Plano, Inc. for the restoration and use of the Saigling House; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Authorizing the City Manager or his designee to execute documents as necessary to effectuate a partnership with ArtCentre of Plano relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
Agreement pertaining to the use and occupancy of the Saigling House as a community meeting, event and art center.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution; ArtCentre Acceptance Letter				



March 7, 2014

Frank Turner  
City of Plano  
1520 Avenue K  
Plano, Texas 75074

Dear Frank and members of Plano City of Council:

By a motion approved by our Board of Directors, The ArtCentre of Plano, Inc. acknowledges receipt of your draft resolution and agrees to enter into negotiations with the City of Plano to define the terms, conditions, and financial responsibilities for the establishment of a working partnership between the ArtCentre of Plano, Inc. and the City of Plano for the occupancy and use of the Saigling House.

Sincerely,

A handwritten signature in black ink that reads 'Suzy S. Jones'.

Suzy S. Jones  
Executive Director  
ArtCentre of Plano

**A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate a partnership with the ArtCentre of Plano, Inc. for the restoration and use of the Saigling House; and providing an effective date.**

**WHEREAS**, the City of Plano (the "City") purchased the property known as the Saigling House located at 902 E. 16th Street, Plano, Collin County, Texas (the "Property"), and

**WHEREAS** the City intends to incorporate the Property into Haggard Park and to preserve and restore the house as a heritage property, and

**WHEREAS** the City finds that the Property is well suited for public use for social, civic, cultural and artistic events, and

**WHEREAS** the ArtCentre of Plano, Inc. (the "ArtCentre") has stated its interest in jointly working with the City to accomplish these goals.

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

**Section I.** No later than August 1, 2014, the ArtCentre, in cooperation with the City is to submit a proposal for consideration by the Council defining a partnership agreement for the restoration, reuse, occupancy and operation of the Saigling House. The proposal shall include the following elements:

- (a) **Mission Statement** – A declaration of mission of the ArtCentre as affected by the occupancy and use of the Saigling House as a community event and meeting center. The mission statement should also address the relationship between the ArtCentre, Haggard Park, adjacent art facilities, the Haggard Park neighborhood, and the community.
- (b) **Project Plan** – A preliminary plan, prepared by the City at its expense, for the restoration, alteration and improvement of the grounds and buildings as a center for social, civic, cultural and artistic events, meetings and public enjoyment. The plan shall include a project budget, priorities and alternatives.
- (c) **Project Funding** – A proposal, prepared by the City, for funding the project, identifying the sources of the funding, including a pledge of significant capital contribution from the ArtCentre.
- (d) **Business Plan** – An integrated business plan for the ArtCentre and Saigling House, including a detailed budget containing capital improvements, maintenance and operations. The plan should contain realistic projections of revenue available from event rentals and philanthropic support. The plan will define City and ArtCentre responsibilities and cost sharing. The plan should describe the ArtCentre's development goals and program objectives for coming five years. The business plan shall also include the organizational structure of the ArtCentre and staffing.

- (e) **Operational Policies and Procedures** – A preliminary draft of operational policies and procedures governing the use of the property, including, but not limited to: use of the property by individuals and organizations for a wide range of events and purposes; bookings and arrangements; reservation of dates for key City of Plano events; and the determination of fees, charges and the use of such revenue.
- (f) **Lease Agreement** – A draft lease agreement between the City of Plano and the ArtCentre of Plano, Inc. containing standard provisions as well as details pertaining to lease duration and renewal, rent, insurance, maintenance, operation and utilities, use of the building, use of the grounds, revenues derived from events and concessions, reservation for public use and events, define City of Plano access and use for meetings/events, hours of operation, tenant finish out, and terms of default.
- (g) **Approval** - Final approval of the proposal and Lease Agreement shall be at the sole discretion of the City Council.

**Section II.** The City of Plano and the ArtCentre of Plano, Inc. are to provide opportunity for public participation in the preparation of the proposal, with special attention to neighborhood, downtown and community organizations.

**Section III.** The City Manager or his designee is hereby authorized to negotiate and execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions as set forth in this Resolution, with final approval retained by the City Council. The City Manager may extend the deadline for submission up to 60 days.

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

**DULY PASSED AND APPROVED** this the 18th day of March, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY