

# CITY COUNCIL

1520 AVENUE K



DATE: 4/14/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Kelvin Foley, Assistant Pastor  
Prestonwood Baptist Church  
PLEDGE OF ALLEGIANCE: Brownie Troop 3465  
Thomas Elementary

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: Jim Parks, Executive Director of North Texas Municipal Water District, is retiring after 35 years of service</p> <p>PRESENTATION: Janelle Twyford-Silvis, owner of AlleeOops Photography is donating a piece of artwork representing the history of Plano to the City</p> <p>PROCLAMATION: April is Distracted Driving Awareness Month emphasizing the consequences of multi-tasking while driving</p> <p>PROCLAMATION: April 21st – April 25th is Community Development Block Grant Week (CDBG Week). This year is the 40th Anniversary of CDBG.</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>The Arts Center of North Texas</u></b></p> <p>Bobby Baggett</p> <p>Dr. Betty Muns</p> <p>William Shaddock</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>COMMENTS OF PUBLIC INTEREST</u></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></p> <p><b><u>CONSENT AGENDA</u></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></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) March 18, 2014 March 24, 2014</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2014-83-C for a one (1) year contract with three (3) optional one (1) year renewals for the purchase of Swimming Pool Chemicals for the Parks and Recreation Department to Petra Chemical Company in the estimated annual amount of \$60,993 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2014-140-B for High Point Tennis Center - Tennis Court Shade Structures to Boyd Construction Services, LLC in the amount of \$92,909 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) CSP No. 2014-67-B for the purchase of a Leica ScanStation C10 Laser Scanning System to be utilized by the Police Department from Geomatic Resources in the amount of \$166,234 and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Purchase from an Existing Contract</u></b></p> <p>(e) To approve the purchase of Server Hardware and Maintenance in the estimated amount of \$182,983 from Dell Marketing LP through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1951)</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>(f) To approve an Engineering Services Agreement by and between the City of Plano and Jerry Parche' Consulting Engineers, in the amount of \$137,860, for Intersection Improvements – McDermott Road, 15th Street, Legacy Drive &amp; Plano Parkway, Project No. 6336; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve an Engineering Services Agreement by and between the City of Plano and ARS Engineers, Inc., in the amount of \$154,500 for the design services associated with the rehabilitation of Independence Parkway Pavement Repairs &amp; Asphalt Overlay; Project No. 6359; and authorizing the City Manager to execute all necessary documents.</p> <p>(h) To approve an Engineering Services Agreement by and between the City of Plano and Teague, Nall &amp; Perkins, Inc., in the amount of \$58,500 for design services at Harrington Park and authorizing the City Manager to execute all necessary documents.</p> <p>(i) To approve a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$258,000 for design and construction document services for Enfield Park Athletic Maintenance Facility and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Adoption of Resolutions</u></b></p> <p>(j) To approve the terms and conditions of an Economic Development Incentive Agreement by and between AMS-TAOS USA Inc., a Nevada corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(k) To approve the hiring of Alicia Johnson as Assistant City Attorney I by the City Attorney; and providing an effective date.</p> <p>(l) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow the employees of the Town of Fairview to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To annex to the City of Plano, Texas, a total of 1.035± acres of land located within the right-of-way of W. Park Boulevard approximately 750± feet west of Plano Parkway, 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, Collin County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date. Applicant: City of Plano (Annexation Case A2014-01. Public Hearings held March 18 and March 24, 2014.)</p> <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)	<p>Public Hearing and consideration of an Appeal of the Planning &amp; Zoning Commission's Denial of Zoning Case 2014-01 - Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. Zoned Research/Technology Center. Applicant: Flextronics International USA, Inc.</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Commodore Partners, Ltd.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-04 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 14.6± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas, from Light-Industrial-1 to 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: City of Plano	
(4)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 646 so as to allow the additional use of Assisted Living Facility on 3.1± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: University of Texas	
(5)	<p>Public Hearing and Comment on proposed revisions to the City of Plano's Drought Contingency Plan and Water Management Plan.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/14/2014		
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: Jim Parks, Executive Director of North Texas Municipal Water District, is retiring after 35 years of service				
<b>FINANCIAL SUMMARY</b>				
<input 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	<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>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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This Item	0	0	0	<b>0</b>
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<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
March 18, 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  
Lisa C. Henderson, City Secretary  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Tuesday, March 18, 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 to receive Legal Advice and discuss Litigation, Section 551.071 and to receive information regarding Economic Development, Section 551.087 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 6:20 p.m. in the Senator Florence Shapiro Council Chambers.

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

No items were brought forward.

**Discussion and Direction regarding the Windhaven Widening Project**

Director of Engineering Carr spoke to the scope, history, background, and general information regarding the Windhaven Widening project. Mr. Carr reviewed the areas of Windhaven Parkway that are planned for six lanes. He stated in 2006 the City received a Federal grant regulated by TxDOT for the Windhaven Widening project requiring the City to comply with TxDOT's notification process.

Mr. Carr stated use of the Comprehensive Plan, Infrastructure Master Plan, and Thoroughfare Plan in determining the number of lanes and size of the roads and spoke to the types of roads and

purposes they serve in access and mobility. He stated as the City is built out, Windhaven Parkway will be utilized regardless of the number of lanes, increasing congestion, and it is better to construct the additional lanes prior to the congestion. Mr. Carr addressed neighborhood concerns of increased traffic, noise and air pollution, and wider roads will be harder to cross.

Clint Hughes, Justin Bowers, Michael Whitted, Gary Eckert, Scot Hildreth, Mark Wessler, Terri Howard-Hughes, David Rupley, and Sarah Colby spoke in opposition to the widening of Windhaven Parkway citing lack of notification, safety concerns, increase in traffic, noise, and pollution, a negative impact on property values, and restriction of 18 wheelers.

Council and Staff addressed concerns raised during citizen comments. Mr. Carr spoke to the timing of the project, estimating construction to begin in October with completion within one year. He stated property owner notification for the 2010 Public Meeting was within one-hundred (100) feet of the project area. Mr. Carr clarified, at the intersections there are six lanes plus the turn lanes and he spoke of the ability to widen Windhaven Parkway through The Colony due to wide center medians. He stated the funds have been available since 2006 and if not used could possibly be recalled. Mr. Carr spoke to the ramifications of splitting the project and the studies performed in the area and City Manager Glasscock discussed the ability to restrict commercial vehicles on Windhaven Parkway.

City Manager Glasscock advised Council Member Miner of the impact of not completing the project, including repayment of \$600,000 in expenses and the possibility of not receiving grant funds in the future and responded to Mayor Pro Tem Smith in regards to safety concerns. Council Member Gallagher spoke to the need of expanding to six lanes, being prepared for growth and following the Thoroughfare Plan. Council Member Davidson stated support for the Thoroughfare Plan and spoke to the similar situation in where she lives. Deputy Mayor Pro Tem Harris spoke to his previous vote in 2010 regarding Windhaven Parkway and stated his current support of six lanes. City Manager Glasscock responded to Council Member Duggan regarding widening the lanes through Austin Ranch. Mayor LaRosiliere spoke to his previous vote in 2010 regarding Windhaven Parkway, stated his current support of six lanes and being committed to the safety of the citizens. Council Member Downs spoke to the consistency of implementing the Thoroughfare Plan throughout the City. The Council directed Staff to move forward with the Windhaven Widening Project.

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

No items were discussed.

### **Consent and Regular Agendas**

City Manager Glasscock requested that Consent Agenda Item "N," consideration of an ordinance to authorize the City of Plano's Housing Rehabilitation Program to acquire, rehabilitate, and resell single family homes, be removed for individual consideration.

City Attorney Mims requested Consent Agenda Item "P," consideration of an ordinance 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, be removed for individual consideration.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor LaRosiliere adjourned the meeting at 7:16 p.m. and reconvened into the Preliminary Open Meeting at 7:47 p.m.

### **Introduction of new format for Plano Citizens Academy - Experience a Year in the Life of Your City of Excellence**

Director of Marketing and Community Engagement Vail-Grube introduced the new Citizen's Academy format for the upcoming year. She stated the new program will engage up to 20 participants to experience all facets of the City with online training and a monthly activity. Ms. Vail-Grube provided the council with a video overview of the program scheduled to begin in the Fall of 2014.

### **Discussion and Direction on Stage 3 Water Restrictions**

Director of Policy and Government Relations Israelson spoke to the current Stage 3 water restrictions of every other week watering, effectiveness, agricultural and hydrological droughts, and not seeing enough rain to satisfy the hydrological drought. He stated the restrictions have met the ten percent reduction request by the North Texas Municipal Water District (NTMWD) and that City restrictions are scheduled to change to once a week watering starting April 1; and NTMWD has requested the current water schedule stay in place after March 31.

Mr. Israelson spoke to the current sources of water and area lake levels. He stated the new pipeline from Lake Texoma to the Wylie station to alleviate the zebra mussel issue will be online June 1 and that the City is currently utilizing a contract with the City of Dallas to acquire 20-60 million gallons per day. Mr. Israelson advised of the TCEQ requirement of an updated drought contingency plan every five years, with the City's plan due May 1, 2014. He spoke to NTMWD moving to a three (3) stage program and other cities modifying their current plan or adopting the new model. City Manager Glasscock clarified other cities watering schedules and spoke to Lake Chapman not recovering.

Deputy Mayor Pro Tem Harris stated his concern regarding water restrictions, punitive measures, and relaxing restrictions once water levels are up or are not needed. City Manager Glasscock advised that the NTMWD will be proposing to their board to extend the seasonal restrictions thirty days (until the end of April) and evaluate it every 30 days. The Council concurred to continue the current every other week watering schedule through April.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 8:14 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**March 18, 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  
Lisa C. Henderson, City Secretary  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Tuesday, March 18, 2014, at 7:17 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

John Chen, Children's Pastor of Plano Chinese Alliance Church led the invocation and Girl Scout Troop 3357 with Aldridge and Sigler Elementary Schools led the Pledge of Allegiance.

Mayor LaRosiliere administered the Oath of Office to City Secretary Lisa Henderson and recognized graduates of the Management Preparation Program of Plano.

**Comments of Public Interest**

No one appeared to speak.

**CONSENT AGENDA**

Staff requested that Consent Agenda Items "N" and "P" be pulled for individual consideration.

Upon a motion made by Council Member Miner 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")  
February 24, 2014

### **Approval of Expenditures**

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

**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. (Consent Agenda Item “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. (Consent Agenda Item “C”)

**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. (Consent Agenda Item “D”)

#### **Purchase from an Existing Contract**

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. (Consent Agenda Item “E”)

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) (Consent Agenda Item “F”)

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). (Consent Agenda Item “G”)

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. (Consent Agenda Item “H”)

#### **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 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. (Consent Agenda Item “I”)

### **Adoption of Resolutions**

**Resolution No. 2014-3-1(R):** 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. (Consent Agenda Item “J”)

**Resolution No. 2014-3-2(R):** 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. (Consent Agenda Item “K”)

### **Adoption of Ordinances**

**Ordinance No. 2014-3-3:** 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. (Consent Agenda Item “L”)

**Ordinance No. 2014-3-4:** 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. (Consent Agenda Item “M”)

**Ordinance No. 2014-3-5:** To transfer 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. (Consent Agenda Item “O”)

#### **END OF CONSENT**

**Ordinance No. 2014-3-6:** 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. (Consent Agenda Item “N”)

Community Services Manager Brown spoke to the expansion of the Housing Rehabilitation program which would allow the purchase, rehabilitation and resale of distressed, affordable housing. She stated the benefits include providing the City with a mechanism to refurbish homes that are detrimental to neighborhoods and preserves and enhances our existing housing stock. Ms. Brown advised two to four, dilapidated, foreclosed, and/or struck-back properties would be purchased, rehabilitated and sold annually which would be faster and more cost efficient on unoccupied homes. She stated this will increase the affordable housing stock within the City.

Ms. Brown responded to Council regarding the use of grant funds for other projects, funds from profits and/or loss on the sale of the homes, not being penalized by HUD for program income, usage of a broker, homes initially offered to first-time buyers currently in the program and utilization of current staff. City Attorney Mims confirmed the properties would be covered by separate insurance policies and maintained by a property management company, with the costs covered by the program.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to authorize the City of Plano’s Housing Rehabilitation Program to acquire, rehabilitate, and resell single family homes; and further to adopt Ordinance No. 2014-3-6.

**Ordinance No. 2014-3-7:** 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. (Consent Agenda Item “P”)

Chief Building Official Mata spoke to the request of adding two alternates to the Board of Adjustment and applicants requesting a full eight member board for variance requests due to the requirement of a super majority vote, six out of eight members. Board of Adjustment Chair Kalchthaler spoke to the state requirement of a super majority vote, the meeting time, learning curve for new members, and the process of the appeal going to district court instead of Council. She stated if the Board of Adjustment denies the variance, the applicant must wait two years before reapplying and that a variance runs with the land forever.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Duggan, the Council voted 8-0 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 further to adopt Ordinance No. 2014-3-7.

Mayor LaRosiliere recessed the Regular Meeting and reconvened into the Preliminary Open Meeting at 7:47 p.m. to address the remaining Preliminary Open Meeting items. Mayor LaRosiliere adjourned the Preliminary Open Meeting and reconvened the Regular Meeting at 8:12 p.m.

**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 (Regular Agenda Item “1”)

Director of Planning Day spoke to the annexation of unincorporated land located in the median of Park Boulevard and the land was missed on a previous survey. She stated this is the first of two required public hearings.

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

**Resolution No. 2014-3-8(R):** 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. (Regular Agenda Item “2”)

Deputy City Manager for Development Turner spoke to the history and background of the Saigling House and stated the restored facility would be used as a meeting, event and art center, complimenting existing features of the park. He spoke to a partnership with the ArtCentre of Plano, Inc. for the restoration and use of the Saigling House. Howard Greisdorf, board member of the ArtCentre of Plano, Inc. spoke in favor of the partnership. Mr. Turner responded to the Council regarding funding, timeline of the restoration and the resolution setting forth the framework for the process.

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 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 further to adopt Resolution No. 2014-3-8(R).

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:27 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
March 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  
Lisa C. Henderson, City Secretary  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, March 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 and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:15 p.m. in the Senator Florence Shapiro Council Chambers.

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

**Personnel Appointments –**

The Arts Center of North Texas

Upon a motion made by Mayor LaRosiliere and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to appoint Deputy City Manager of Development Frank Turner as an interim member with a term expiring September 30, 2015 and Director of Finance Denise Tacke as an interim member with a term expiring September 30, 2014.

Board of Adjustment

Mayor LaRosiliere advised this item will be addressed at the April 14, 2014 Preliminary Open Meeting.

## **Emergency Management Department Briefing**

Director of Emergency Management Timmons briefed the Council on the Emergency Management Department, emergency exercises, incident action plans and spoke to the importance of being prepared in emergency situations. He stated that all disasters are now being viewed as “local” and that the State and Federal governments are using the term “locals up” in regards to the local governments having a strong emergency management plan in place and looking up to the state and federal level if further assistance is needed. Mr. Timmons spoke to their initiatives which include the need to coordinate donations, management, volunteer efforts and sheltering, as well as responsibility of host sheltering. He spoke to \$560,000 in grants received over the past three years and the matching grants participation in building tornado safe rooms. Mr. Timmons advised that the Community Emergency Response Team has over 190 graduates which consist of citizens ready to assist the Emergency Management Team when the need arises.

Mr. Timmons spoke to the Wireless Emergency Alert System used in this area for the first time and that the National Weather Service will start having tornado and flash flood warnings under this same system. He stated the Emergency Management Department is working with the Marketing & Community Engagement Department to make sure notification is abundant. Mr. Timmons responded to Mayor Pro Tem Smith in regards to area coverage of wireless emergency alerts and to Deputy Mayor Pro Tem Harris regarding overlapping coverage/non-coverage of sirens and emergency alerts. He addressed Council Member Downs in regards to the trial period of the alert system.

Mr. Timmons spoke to the CASA radar project, a program by the regional Council of Governments. He stated the metroplex area is recognized as the largest, densest population center in tornado alley and that the radar will allow much greater detail down to street level. He advised there will be a site added in Addison that will cover Plano and will go on-line next month and be monitored by the National Weather Service. Mr. Timmons requested citizens not call 9-1-1 when a warning comes out in order to leave the lines free for true emergencies.

## **Discussion and Direction re Board/Commission Annual Appointment Process**

City Secretary Henderson advised regarding the calendar of events for the board/commission annual appointment process. Ms. Henderson stated notification regarding available positions will be provided on the website and in the Plano Star Courier following the reappointment process; and information regarding submission of applications and the reception will be posted on the website, sent out in small utility inserts, e-blasts, and on posters which will be located at the Municipal Center, libraries and park and recreation facilities. The Council stated a consensus to conduct board/commission reviews in 2014, receive annual attendance reports, consider reappointments in June, hold one reception in August and address appointments in September.

## **Presentation of the 2013-14 Status Report and Three-year Financial Forecast**

Director of Budget and Research Rhodes-Whitley presented the 2013-14 Status Report, Three-Year Financial Forecast and budget focus. She advised that the forecast includes 30 days of working capital for FY 2014-15, FY 2015-16 and that 2016-17 will require additional revenue or program reductions of \$4 million. Ms. Rhodes-Whitley reviewed the impact of CIP projects coming on-line and spoke to projections for assessed property values indicating that existing properties are anticipated to increase five percent and new growth will total approximately \$480 million.

Ms. Rhodes-Whitley spoke regarding the sales tax cap (\$65.9 million) with any overages applied to one-time expenditures or transferred to the Capital Reserve Fund. City Manager Glasscock and Ms. Rhodes-Whitley responded to Deputy Mayor Pro Tem Harris regarding the three-year cap. She advised regarding an increase of building and development revenues attributed to commercial development and stated that projections include attrition, do not include salary increases or inflation for operational expenditures, health insurance costs are expected to remain constant, and TMRS funded at full phase-in rate. She stated that funding for the Economic Development Incentive Program is currently at two cents on the tax rate and the Budget Department will bring back more information during the budget process.

Ms. Rhodes-Whitley spoke to the projected increase of the transfer to the Capital Reserve Fund and Community Investment Projects proposed to come on-line: expansion of Oak Point and Liberty Recreation Centers, addition of a pool at Carpenter Park Recreation Center, Jack Carter pool renovation, Oak Point Nature Retreat Center and other facility additions and expansions. She forecasted a total of \$2.7 million for operations/maintenance of Community Investment Projects with a tax rate impact of 0.92 cents. Ms. Rhodes-Whitley spoke to the forecast including new debt from the 2009 & 2013 Bond Referendums. She advised program enhancements relating to increases in mandates, growth, increased services, technology requests and other causes for the three-year period are not included in the projections.

Ms. Rhodes-Whitley spoke to the Water and Sewer Fund including 45 days of working capital, Municipal Drainage Fund with the current rate structure being re-evaluated during the budget process, and Convention and Tourism Fund. She spoke to five new hotels opening in 2014 and requested direction regarding the funding of the arts and historic preservation under the Hotel Occupancy Tax at a proposed cap of \$800,000 starting in FY 2014-15. She advised that any portion can be placed in a reserved fund for future identified uses/needs in accordance with Chapter 351 of the Texas Tax Code. City Manager Glasscock reviewed the cap, spoke to the timing of the grant process and available funds. Council stated a consensus to cap the amount at \$800,000, a 5% increase from last year's allocation.

Ms. Rhodes-Whitley stated that Sustainability & Environmental Services, Recreation Revolving and Municipal Golf Course Funds were all within their financial policy guidelines and reviewed the budget calendar.

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

No items were discussed.

**Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 7:10 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**March 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  
Lisa C. Henderson, City Secretary  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, March 24, 2014, at 7:10 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Sam Fenceroy, Senior Pastor of Mt. Olive Church of Plano led the invocation and Cub Scout Pack 63 with Carlisle Elementary School led the Pledge of Allegiance.

Mayor LaRosiliere presented proclamations for National Volunteer Week and Mayors Day of Recognition for National Service, National Sexual Assault Awareness Month, and National Child Abuse Prevention Month for the month of April.

**Comments of Public Interest**

No one appeared to speak.

**CONSENT AGENDA**

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

### **Approval of Expenditures**

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

**Bid No. 2014-126-P** for the Pavement Maintenance Requirements Contract - Minor Repair, Project No. 6371, with two (2) optional renewals to Jim Bowman Construction Co., LP in the amount of \$1,021,925 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "A")

**Bid No. 2014-151-P** for the Sanitary Sewer Rehab Requirements Contract, Project No. 6323, with two (2) optional renewals to Insituform Technologies, LLC in the amount of \$1,842,250 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**CSP No. 2013-340-C** for a five (5) year contract with two (2) City optional five-year renewals for Private Network and Internet Access to Verizon Business Network Services, Inc. in the estimated annual amount of \$534,768 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

#### **Purchase from an Existing Contract**

To approve the purchase of five (5) Chevrolet Police Package Tahoes for Fleet Services to be utilized by the Police Department and Fire Department from Reliable Chevrolet utilizing State of Texas Contract No. 071-A1/072-A1 in the amount of \$136,658 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

To approve the purchase of bulk fuel from Martin Eagle Oil Co. for one (1) year with three (3) City optional renewals, in the estimated annual amount of \$260,000 through an existing Tarrant County contract and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2014-063) (Consent Agenda Item "E")

To approve the purchase of Software Maintenance and Support Services for VidSys VidShield Software in the amount of \$68,182 from Convergent Technologies through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-2216) (Consent Agenda Item "F")

#### **Adoption of Resolutions**

**Resolution No. 2014-3-9(R):** To express support and certify funding for the 2014 Transportation Investment Generating Economic Recovery program with the North Central Texas Council of Governments and the United States Department of Transportation; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Consent Agenda Item "G")

**Resolution No. 2014-3-10(R):** To designate The Farmersville Times as the City's "Official Newspaper" for the purpose of publication of legal notices where required by state law and the City Charter, with publication of all legal notices in the Plano Star Courier as a newspaper of general circulation; and providing an effective date. (Consent Agenda Item "H")

**Resolution No. 2014-3-11(R):** To approve the terms and conditions of an Agreement for Mutual Aid by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas acting by and through their respective duly authorized officials for the purpose of sharing available resources, personnel, and equipment in the event of an emergency or disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

### **Adoption of Ordinances**

**Ordinance No. 2014-3-12:** To adopt and enact Supplement Number 106 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “J”)

**Ordinance No. 2014-3-13:** To repeal Ordinance No. 2013-9-30; establishing the number of certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective March 24, 2014; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “K”)

**Ordinance No. 2014-3-14:** To transfer the sum of \$5,000,000 from the Capital Reserve Fund Unappropriated fund balance to the Capital Reserve Fund for fiscal year 2013-14 for the purpose of providing funding for multiple pavement maintenance, rehabilitation and repair projects, amending the Community Investment Program of the City and Ordinance No. 2013-9-9, Section 1, Item “J” to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “L”)

### **END OF CONSENT**

**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. Second Public Hearing. First Public Hearing held March 18, 2014. (Regular Agenda Item “1”)

Development Review Manager Hill spoke to the location of the property being annexed, stating this is the second public hearing and an ordinance will be presented at the April 14<sup>th</sup> City Council meeting.

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

**Ordinance No. 2014-3-15:** To provide certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$37,288 providing a severability clause and an effective date. Applicant: City of Plano (Regular Agenda Item “2”)

Heritage Preservation Officer Mittal advised that exemptions are based on improvements and do not include land value and recommendations are based on use and designation. Mr. Mittal stated Collin County has started its own abatement program and is no longer participating in the City’s program. He spoke regarding the annual survey and decision process and review of properties resulting in 68 recommendations in the amount of \$37,287.62 in City tax exemptions, five denials and no appeals.

Upon a motion made by Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 8-0 to provide certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$37,288; and further to adopt Ordinance No. 2014-3-15.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:35 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, 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:	April 14, 2014
Department:	Parks & Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext:7539</b>	

**CAPTION**

Bid No. 2014-83-C for a one (1) year contract with three (3) optional one (1) year renewals for the purchase of Swimming Pool Chemicals for the Parks and Recreation Department to Petra Chemical Company in the estimated annual amount of \$60,993 and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE    
  OPERATING EXPENSE    
  REVENUE    
  CIP

FISCAL YEAR: <b>2013-14;</b> <b>2014-15;</b> <b>2015-16;</b> <b>2016-17;</b> <b>2017-18</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	189,229	206,853	<b>396,082</b>
Encumbered/Expended Amount	0	-87,961	0	<b>-87,961</b>
This Item	0	-37,119	-206,853	<b>-243,972</b>
<b>BALANCE</b>	0	64,149	0	<b>64,149</b>

**FUND(s):   GENERAL FUND**

**COMMENTS:** This item approves price quotes for swimming pool chemicals. The estimated FY 2013-14 expenditure for swimming pool chemicals to be purchased from this contract for the remainder of FY 2013-14 is \$37,119. Future expenditures will be made by PAC/NAT/JCP, Oak Point Center, Liberty Park Recreation Center, and Tom Muehlenbeck Center within the annual approved budget appropriations, at an estimated annual expenditure of \$60,993 for fiscal years 2014-15, 2015-16, 2016-17 and \$23,874 for FY 2017-18.

**STRATEGIC PLAN GOAL:** Contracts for swimming pool chemicals relates to the strategic goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

The Parks and Recreation Staff recommends the purchase of Swimming Pool Chemicals from Petra Chemical Company in the estimated annual amount of \$60,993.

List of Supporting Documents: Memorandum Bid Recap	Other Departments, Boards, Commissions or Agencies
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# Memorandum

**Date:** March 27, 2014  
**To:** Teresa Shelstad, Buyer  
**From:** Gregg Gagnon, Recreation Superintendent  
**Subject:** Award Recommendation – 2014-83-C Swimming Pool Chemicals

## Recommendation

The Parks and Recreation Department recommends award of the 2014-83-C Swimming Pool Chemicals contract to Petra Chemical Company. Petra Chemical Company is the lowest responsive, responsible bidder. Petra Chemical Company 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 \$60,993.

## 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 swimming pool chemicals to be used at seven pools operated by the Parks and Recreation Department. These chemicals are necessary to maintain the safe and efficient operation of the pools, meet current health codes, and to prevent unnecessary damage to the mechanical systems.

*Non-approval Implication:* Should approval be denied, the pools operated by the Parks and Recreation Department would not be able to meet current health codes and would have to be closed.

CITY OF PLANO

BID NO. 2014-83-C  
Swimming Pool Chemicals

BID RECAP

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**Bid opening Date/Time:** February 6, 2014

**Number of Vendors Notified:** 1886

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

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

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

<u>Vendor</u>	<u>Total Amount Bid</u>	<u>#Items Bid</u>
Fluid Solution Technology, Inc.	\$36,800.00	1/6
Petra Chemical Company	\$60,993.04	6/6
Poolsure	\$61,717.50	6/6

**Recommended Vendors:**

Petra Chemical Company	\$60,993.04
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*Teresa Shelstad*

*March 19, 2014*

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Teresa Shelstad  
Buyer I

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Date



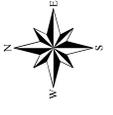
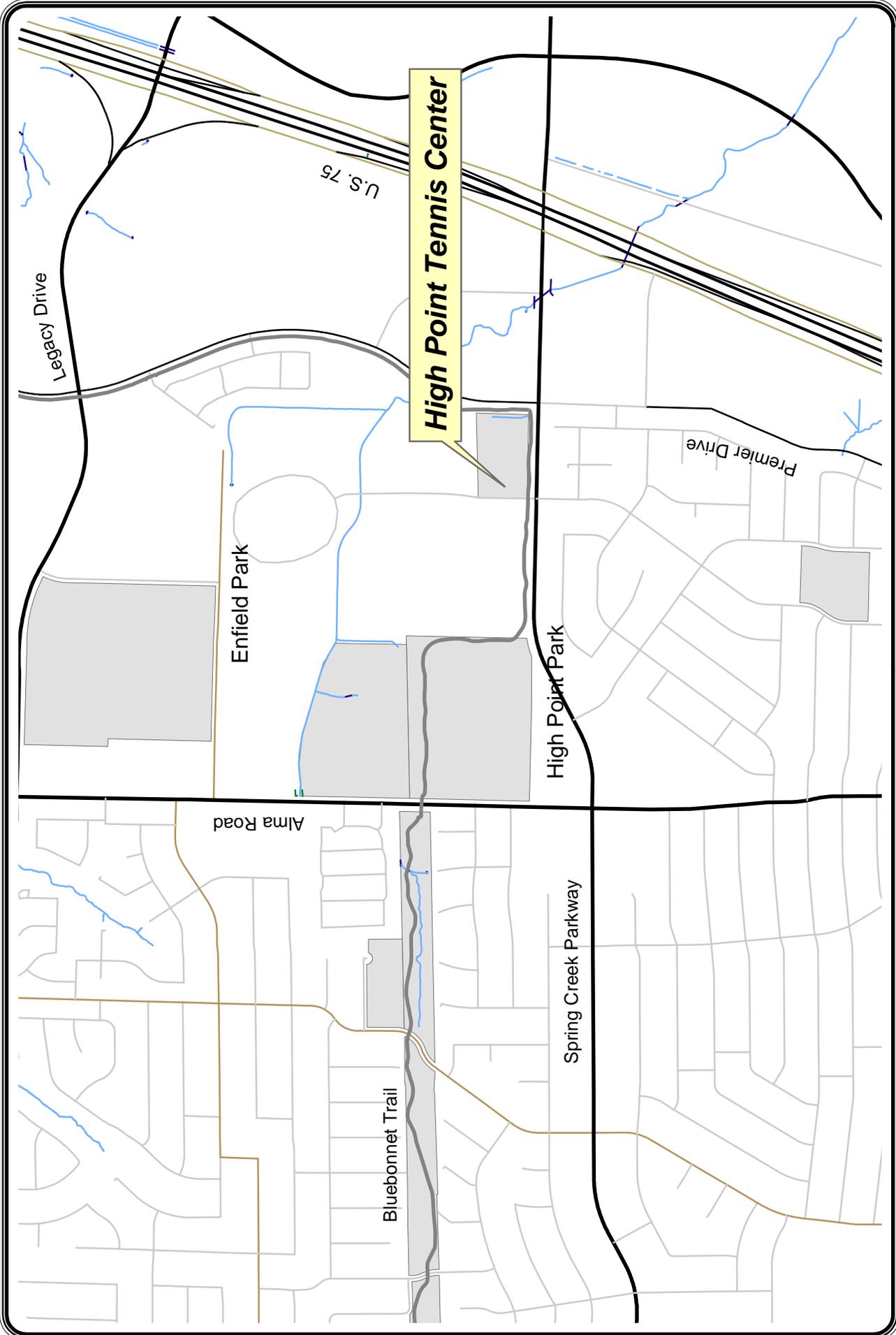
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/14/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Bid No. 2014-140-B for High Point Tennis Center - Tennis Court Shade Structures to Boyd Construction Services, LLC in the amount of \$92,909 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	151,871	1,619,129	1,100,000	<b>2,871,000</b>
Encumbered/Expended Amount	-151,871	-1,133,988	0	<b>-1,285,859</b>
This Item	0	-92,909	0	<b>-92,909</b>
BALANCE	0	392,232	1,100,000	<b>1,492,232</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$92,909, will leave a current year balance of \$392,232 for other projects related to 09 Park Improvements.</p> <p><b>STRATEGIC PLANO GOAL:</b> Building shade structures to improve the experience at High Point Tennis Center 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>Staff recommends the bid received from Boyd Construction Services, LLC in the amount of \$92,909 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid is below the consultant's estimate of \$115,000.</p> <p>The bid includes construction of player shade structures adjacent to the courts providing for a more enjoyable experience in the summer. Player shade structures have become standard features at most tennis facilities and have been a regular request of players at High Point Tennis Center.</p> <p>In the event Boyd Construction Services, LLC fails to execute contract documents, staff recommends that a contract be awarded to LDM Design &amp; Construction for \$105,800.</p>				
<p>Project Location Map --  <a href="http://goo.gl/maps/rB0cJ">http://goo.gl/maps/rB0cJ</a></p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

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



# High Point Tennis Center - Tennis Court Shade Structures

CITY OF PLANO

BID NO. 2014-140-B

High Point Tennis Center – Tennis Court Shade Structures Proj No 6267  
BID RECAP

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**Bid opening Date/Time:** February 24, 2014 @ 2:00 pm

**Number of Vendors Notified:** 473

**Vendors Submitting “No Bids”:** 0

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

**Number of Bids Submitted Responsive to Bid:** 5

Medtonix Solutions	\$111,140.00
Boyd Construction Services, LLC	\$92,909.31
JDC Construction Co.	\$141,000.00
North Rock Construction, LLC	\$151,433.46
LDM Design & Construction	\$105,800.00

**Recommended Vendors:**

Boyd Construction Services, LLC	\$92,909.31
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*Leslie Hooker*

February 24, 2014

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Leslie Hooker  
Buyer I

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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:		4/14/2014		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>				
<b>CAPTION</b>				
CSP No. 2014-67-B for the purchase of Leica ScanStation C10 Laser Scanning System to be utilized by the Police Department from Geomatic Resources in the amount of \$166,234 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	540,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-166,234	0
BALANCE		0	373,766	0
<b>FUND(S):    TRAFFIC SAFETY FUND</b>				
<b>COMMENTS:</b> Funds are available in the Traffic Safety Fund for the replacement purchase of the hardware, and software, including training, for the mapping system used at serious injury and fatality traffic crashes. <b>STRATEGIC PLAN GOAL:</b> Replacing the existing crash mapping system with a newer, faster system relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of a Leica ScanStation C10 Laser Scanning System from Geomatic Resources in the amount of \$166,234 (CSP No. 2014-67-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			N/A	
CSP Recap				



# Memorandum

**Date:** April 2, 2014  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Gregory W. Rushin, Chief of Police  
**Subject:** Leica ScanStation C10 Laser Scanning System Purchase Recommendation

One of the key responsibilities the Traffic Unit is tasked with is reconstruction/mapping of serious injury and fatality traffic crashes. For the past 15 years, the mapping function has been performed by use of Sokkia Total Station equipment. Currently, we are using a Sokkia SRX-5 Robotic Total Station which takes, at a minimum, an hour to map a scene. During the time that a scene is being mapped, lanes (or sometimes the entire roadway) have to remain closed to traffic. With major roadways such as US 75, extended road closures during rush hour have a significant negative impact. Closures are frustrating to the citizens, dangerous to the officers and medical personnel and often cause additional crashes in the upstream traffic backups. Technological advances have made it possible to utilize equipment capable of producing a 360° view of a crash scene in approximately 10 minutes, with a much more professional finished product. This newer equipment is much smaller, and can also be used to map crime scenes.

After obtaining approval to utilize Traffic Safety funds, the Plano Police Department worked with Purchasing to distribute a Competitive Sealed Proposal. Purchasing invited 3,417 vendors through BidSync, and had 31 vendors view the solicitation. We received one proposal, from Geomatic Resources, with a best and final offer of \$166,233.99. The Police Department recommends award of Bid # 2014-67-B to Geomatic Resources. This purchase includes the Leica ScanStation C10 Laser Scanning System including hardware, software, and training.

The Sokkia system currently in use is still operational, but has been in use since 2008 and is nearing the end of its service-life. This equipment has malfunctioned previously, causing the Traffic Unit to have to borrow mapping equipment from neighboring agencies. If the Leica ScanStation purchase is not approved, we will continue utilizing the current equipment, which will result in continued extended road closures at major crash scenes.

GWR/dc

**CITY OF PLANO**  
**CSP NO. 2014-67-B**  
**3D Laser Scanning System**  
**CSP RECAP**

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**CSP opening Date/Time:** January 30, 2014 @ 2:00 PM

**Number of Vendors Notified:** 3,417

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

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

**Number of Proposals Submitted:** 1

Geomatic Resources \$ 166,233.99

**Recommended Vendor:**

Geomatic Resources \$ 166,233.99

*Lincoln Thompson*

*April 2, 2014*

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Lincoln Thompson  
Senior Buyer

---

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:		4-14-2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of Server Hardware and Maintenance in the estimated amount of \$182,983 from Dell Marketing LP through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1951)				
<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	475,000	0
Encumbered/Expended Amount		0	-124,274	0
This Item		0	-182,983	0
BALANCE		0	167,743	0
<b>FUND(S):    TECHNOLOGY FUND</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 Technology Fund Budget for server hardware to upgrade the virtualized server environment. The balance of funds will be used for other items related to the project.				
<b>STRATEGIC PLAN GOAL:</b> Server replacement and upgrades relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Technology Services staff recommends approval of the purchase and maintenance of Server Hardware, from Dell Marketing LP, utilizing their DIR (Department of Information Resources) Contract, in the estimated amount of \$182,983. This hardware will be used to upgrade the virtualized server environment that supports all City of Plano departments. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1951)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** March 31, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** David Stephens, Director Technology Services  
**Subject:** Dell Server Hardware Purchase

Technology Services proposes procuring server hardware from Dell Marketing LP. This hardware will be used to upgrade the virtualized server environment that supports all City of Plano departments.

Technology Services developed the requirements for its new virtual server environment with the assistance of Microsoft and their planning tools. The goal of a virtualized server environment is to allow a collection of physical servers to host a significantly larger number of virtual servers. This allows the City to reduce the number of physical servers while still providing the appearance of logical servers to applications and end users. This new updated virtual environment will become the basis for over 85 hosted servers running on eight physical servers.

Dell is authorized to provide the requested hardware under the State of Texas Department of Information Resources (DIR) contract number DIR-SSD-1951. The estimated cost for the hardware and a five year support agreement for that hardware would be \$182,982.65. This was the most cost effective solution received from multiple providers.

If the City were not to procure this new hardware, we would not be able to upgrade the majority of our servers and applications due to limitations of existing hardware that is five years old. The inability to upgrade the applications would hinder the user productivity and level of service that could be offered to the citizens.



**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:		4/14/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6336</b>
<b>CAPTION</b>				
To approve an Engineering Services Agreement by and between the City of Plano and Jerry Parche' Consulting Engineers, in the amount of \$137,860, for Intersection Improvements – McDermott Road, 15 <sup>th</sup> Street, Legacy Drive & Plano Parkway, Project No. 6336; and authorizing the City Manager 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	140,000	0	<b>140,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-137,860	0	<b>-137,860</b>
BALANCE	0	2,140	0	<b>2,140</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are available in the 2013-14 Street Improvement CIP. This item, in the amount of \$137,860, is anticipated to leave a balance of \$2,140 for the Intersection Improvements – McDermott, 15<sup>th</sup>, Legacy &amp; Plano Parkway project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining engineering services for intersection improvement projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This agreement is for engineering design services to include improvement of intersections at four (4) locations as follows:				
<ol style="list-style-type: none"> <li>1. Ohio Drive at McDermott Road - Additional left turn lanes for northbound and southbound Ohio, relocation of an existing hooded left turn for northbound Ohio, extension of existing eastbound and westbound left turn storage for McDermott and creation of a dedicated right turn lane for westbound McDermott.</li> <li>2. Alma Drive at 15<sup>th</sup> Street - Extension of existing left turn storage for eastbound and westbound 15<sup>th</sup>.</li> <li>3. Legacy Drive at southbound Dallas Parkway Service Road - Additional left turn storage for eastbound Legacy.</li> <li>4. Plano Parkway east of K Avenue - Creation of a left turn lane for eastbound Plano Parkway at the existing median opening approximately 300 feet east of K Avenue.</li> </ol>				
The contract fee is for \$137,860 and is detailed as follows:				
<b>BASIC SERVICES</b>				
	1. Research and Data Collection	\$4,000.00		
	2. Design Survey	\$20,000.00		

3.	Preliminary Design	\$60,000.00
4.	Final Design	\$26,000.00
5.	Bid Phase	\$2,600.00
6.	Construction Administration	\$5,000.00
7.	Construction Control Survey	\$1,000.00
	<b>TOTAL BASIC FEE</b>	<b>\$118,600.00</b>

**SPECIAL SERVICES**

1.	ROW / Easement Preparation	\$6,000.00
2.	Subsurface Utility Engineering	\$13,260.00
	<b>TOTAL SPECIAL SERVICES</b>	<b>\$19,260.00</b>

**TOTAL FEE** **\$137,860.00**

Funding is available from the 2013-14 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$851,000.00.

1. Ohio at McDermott:

<https://maps.google.com/maps?q=ohio+at+mcdermott+plano+tx&hnear=Ohio+Dr+%26+McDermott+Rd,+Plano,+Texas+75024&t=h&z=16>

2. Alma at 15<sup>th</sup>:

<https://maps.google.com/maps?q=alma+at+15th+plano+tx&hl=en&sl=33.094186,-96.796719&ssp=0.006939,0.010085&t=h&hnear=Alma+Dr+%26+W+15th+St,+Plano,+Texas&z=16>

3. Legacy at southbound Dallas Parkway Service Road:

<https://maps.google.com/maps?q=Legacy+at+southbound+service+road+dallas+parkway+plano+tx&hl=en&sl=33.077848,-96.823957&ssp=0.00694,0.010085&t=h&z=16>

4. Plano Parkway east of K Avenue:

<https://maps.google.com/maps?q=Plano+parkway+east+of+K+avenue+plano+tx&hl=en&sl=33.077848,-96.823957&ssp=0.00694,0.010085&t=h&hnear=E+Plano+Pkwy&z=16>

List of Supporting Documents:

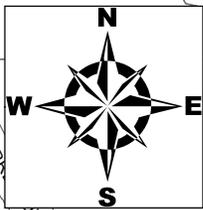
Location Maps; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

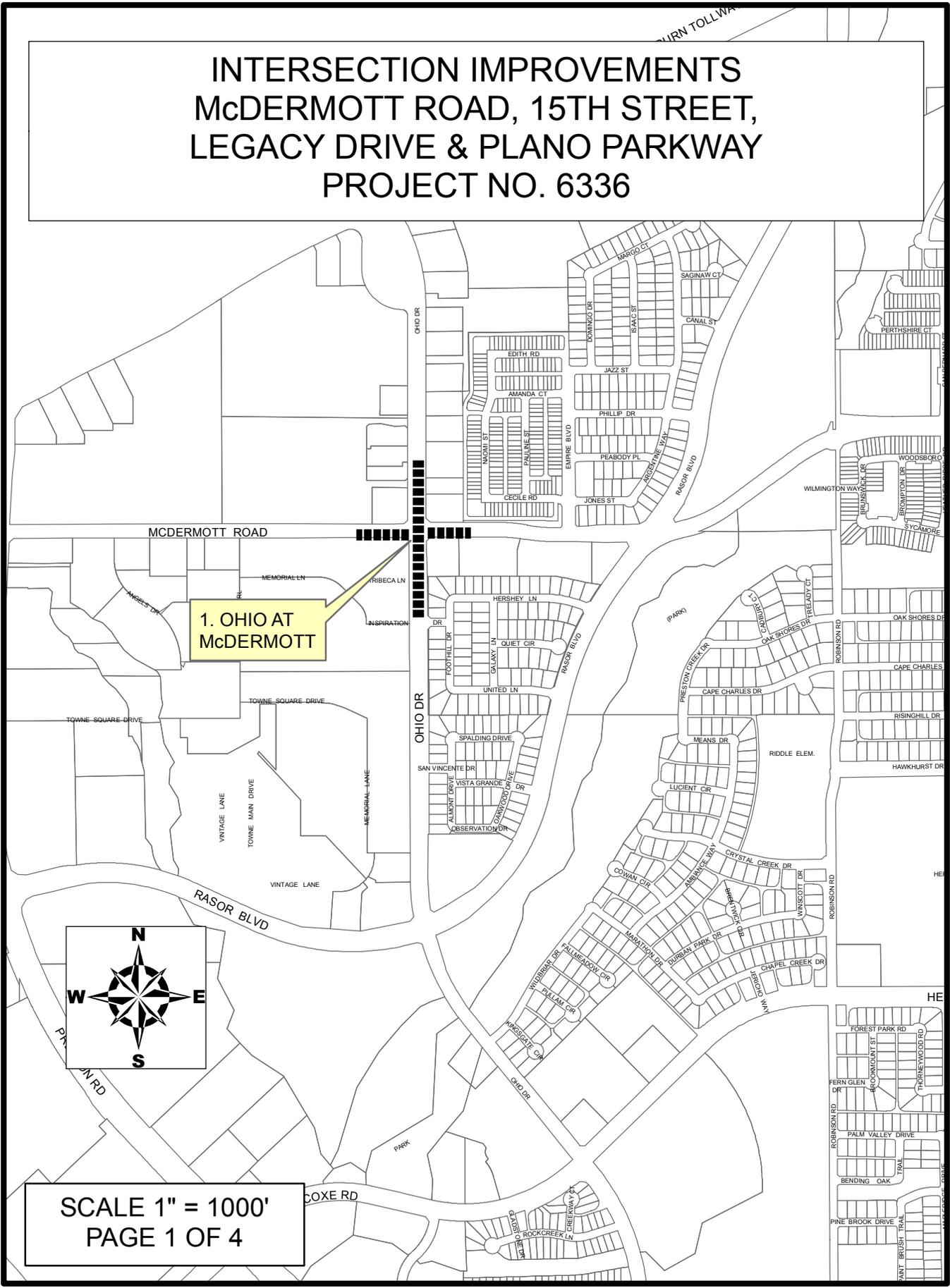
N/A

# INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336

1. OHIO AT  
McDERMOTT



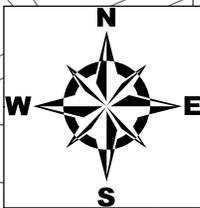
SCALE 1" = 1000'  
PAGE 1 OF 4



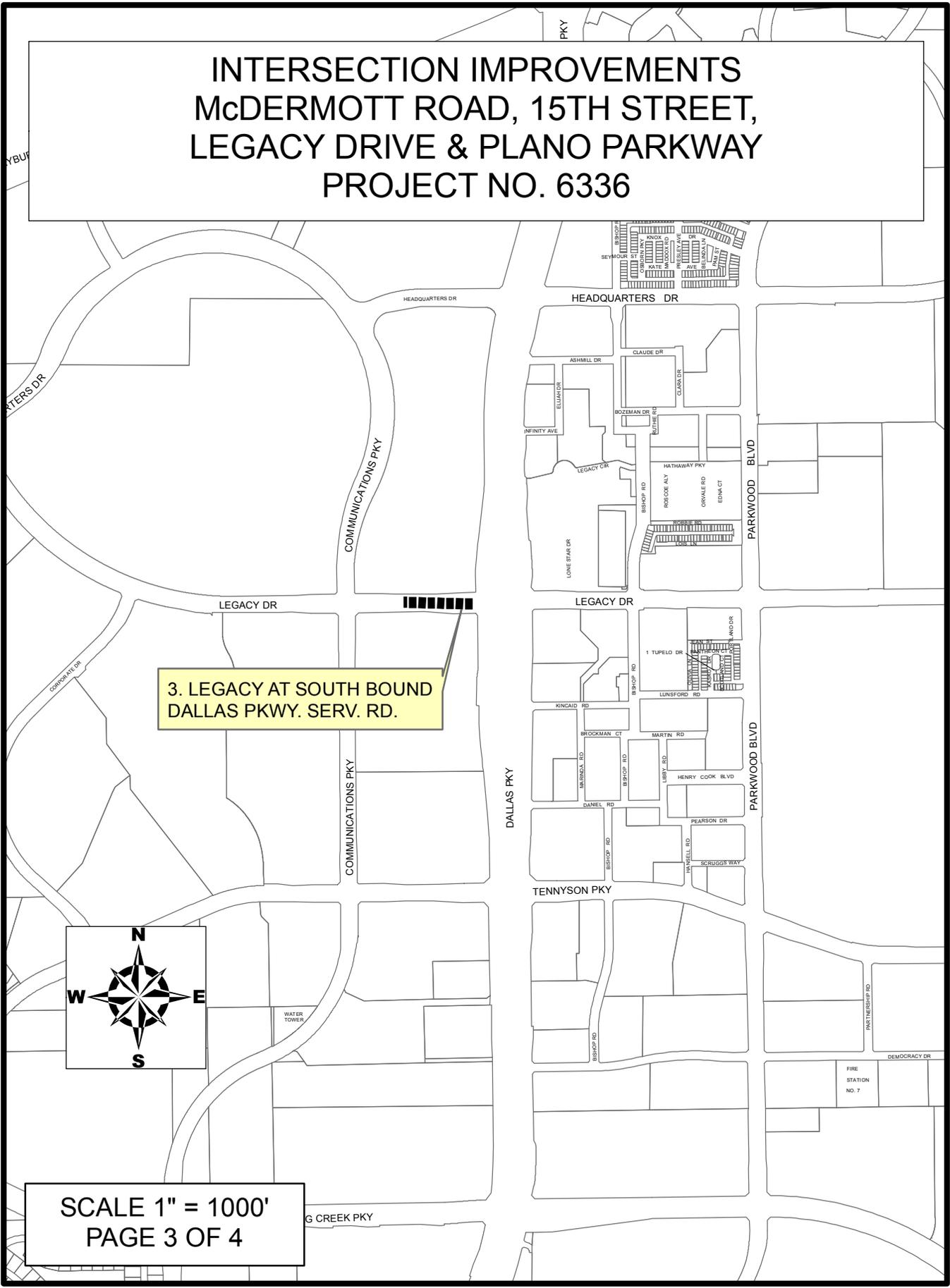


# INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336

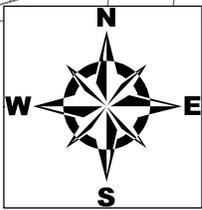
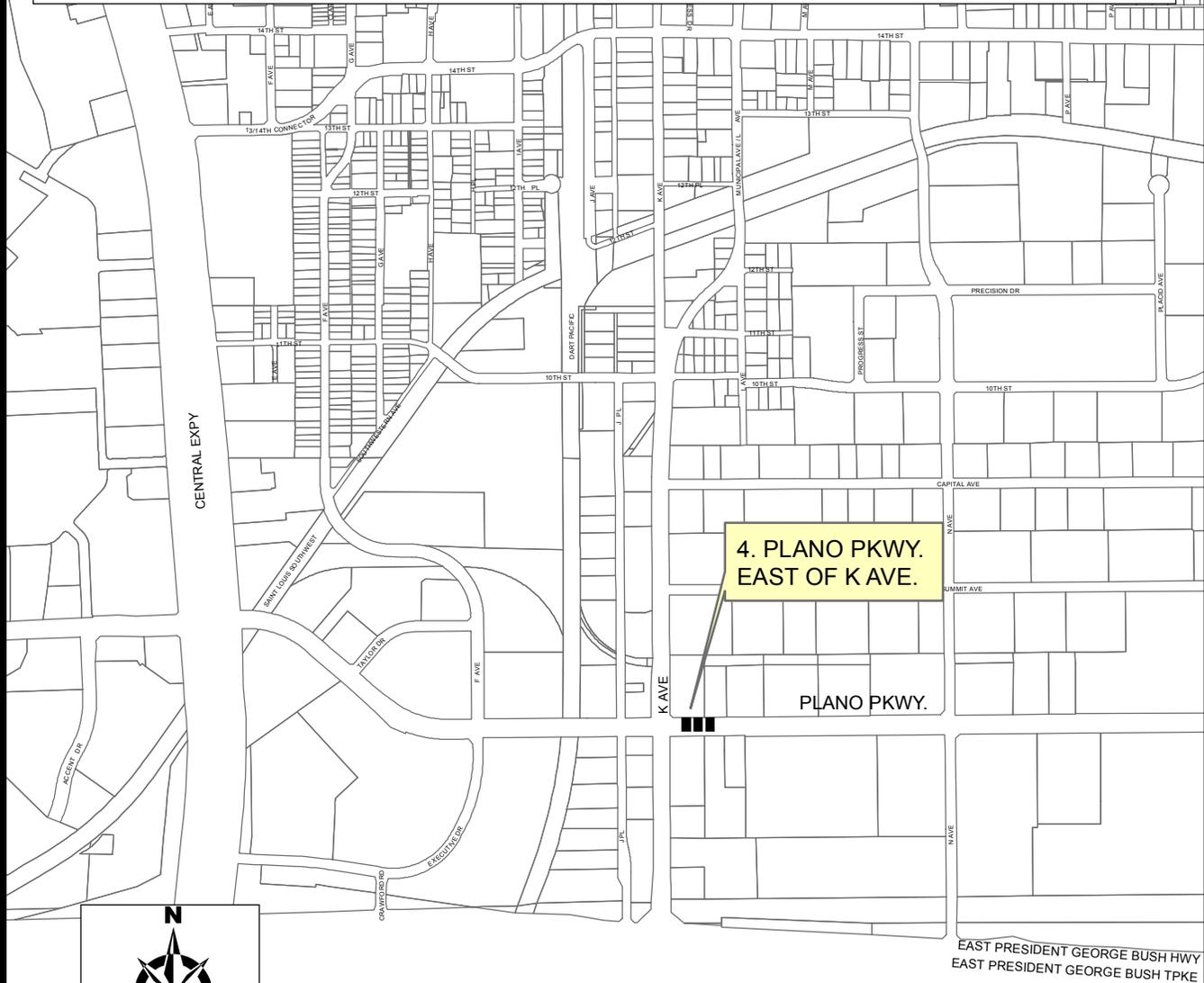
3. LEGACY AT SOUTH BOUND  
DALLAS PKWY. SERV. RD.



SCALE 1" = 1000'  
PAGE 3 OF 4



# INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336



SCALE 1" = 1000'  
PAGE 4 OF 4

CITY OF RICHARDSON

**INTERSECTION IMPROVEMENTS  
MCDERMOTT ROAD, 15<sup>TH</sup> STREET, LEGACY DRIVE & PLANO PARKWAY**

**PROJECT NO. 6336**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JERRY PARCHE', INDIVIDUALLY AND AS SOLE PROPRIETORSHIP, D/B/A JERRY PARCHE' CONSULTING ENGINEERS**, a **SOLE PROPRIETORSHIP** Company, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS MCDERMOTT ROAD, 15<sup>TH</sup> STREET, LEGACY DRIVE & PLANO PARKWAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

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

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

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

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

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

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

### **VIII. Independent Contractor**

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

## **IX. Assignment and Subletting**

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

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

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

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

## **XI. Contract Termination**

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

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

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

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

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

### **XIV. Complete Contract**

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

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

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

City of Plano  
Engineering Department  
Attn: James Caswell, PE  
P.O. Box 860358  
Plano, TX 75086-0358

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

Jerry Parche' Consulting Engineers  
Attn: Jerry Parche'  
1301 South Bowen Road, #300  
Arlington, TX 76013

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

## **XVI. Miscellaneous**

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

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

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

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

### **C. Venue/Governing Law:**

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

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

### **F. Effective Date:**

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

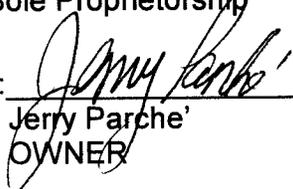
G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**JERRY PARCHE' D/B/A  
JERRY PARCHE' CONSULTING  
ENGINEERS  
A Sole Proprietorship**

DATE: 3-14-14

BY:   
Jerry Parche'  
OWNER

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14<sup>th</sup> day of March, 2014, by **JERRY PARCHE', OWNER, d/b/a JERRY PARCHE' CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.



Carolyn J. Parche'  
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  
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15<sup>TH</sup> STREET,  
LEGACY DRIVE & PLANO PARKWAY  
PROJECT NUMBER 6336**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design related professional engineering services for intersection improvements at four (4) locations in the City of Plano (paving will be with 10" reinforced concrete on compacted untreated subgrade). The locations are as follows:

1. Ohio Drive at McDermott Road
  - Construct an additional left turn lane for NB (storage 250', transition 150')
  - Construct an additional left turn for SB (storage 200', transition 150')
  - Relocate and construct a hooded left turn lane for NB traffic on Ohio approx. 250' south of McDermott
  - Extend existing left turn storage for EB traffic (storage 250', transition 150')
  - Extend existing left turn storage for WB traffic (storage 180', transition 100')
  - Create a dedicated right turn lane for WB traffic (storage 180', transition 120'). This will likely require ROW or Street Easement acquisition.
  - Note on signal plans "MESH camera to be installed by others at this intersection".
  - Fire hydrant and related water line relocation as required by proposed barrier free ramp or turn lane construction.
  
2. Alma Drive at 15<sup>th</sup> Street
  - Extend existing left turn lane storage for EB traffic (storage 250', transition 100')
  - Extend existing left turn storage for WB traffic (storage 140', transition 100')
  - Note on signal plans "MESH camera to be installed by others at this intersection".
  
3. Legacy Drive at Southbound Dallas Parkway Service Road
  - Construct a left turn lane storage for EB (storage 200', transition 150')

4. Plano Parkway East of K Avenue
  - Construct a median opening approximately 300' east of K Avenue and a left turn lane for EB on Plano Parkway (storage length 80', transition 100')

#### Special Design Considerations

It should be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk, property lines/property corners or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well existing elevations will be matched with the proposed improvements.

#### **DESIGN PACKAGES:**

Design and surveying for the four locations listed above will be completed and bid for construction as one package.

#### **BASIC SERVICES:**

##### **A. Design Standards**

1. This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to Standard Specifications for Public Works Construction
- Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

**B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

**C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. electric, gas, telecommunications, etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface drainage conditions as related to the project. In addition, consideration must be given to portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, signs, markings, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan

- purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items) must be added to the plan by the consultant.
9. Coordinate with all franchise utilities (electric, gas, telecommunications, etc.) in the area to obtain their records relating to the location of their facilities in the project area. Call 811 to locate utilities in the project area and tie that information in on the survey. Show utility information obtained by these efforts on the plans. If existing utilities are indicated by these efforts to be in the area of the proposed right turn lane for McDermott Road at Ohio Drive, the consultant will use a Subsurface Utility Engineering (SUE) subconsultant to establish the precise horizontal and vertical location of the underground utility in the project area. The specific utility company/owner of each utility located shall be identified. The SUE consultant shall also coordinate with all utilities to ensure that all lines in the area have been identified. The SUE information will be shown on plan sheets at the same size and scale as the paving plans. Initial location shall be by using "Quality Level B" utility location (toning) methods (as defined in ASCE publication CI/ASCE 38-02.) with pricing per linear foot (initial amount to be estimated by the consultant) for each utility line for the work. At locations where actual uncovering of utilities is required, that shall be done by using "Quality Level A" utility location methods(as defined in ASCE Publication CI/ASCE 38-02) with pricing per linear foot of 6 ft. deep trench from back of existing curb to the North Right-of-Way line of McDermott Drive and shall include replacement of pavement and walks in parkway areas (initial amount to be estimated by consultant) for this work. Pricing for Quality Level B utility location methods is based on a total of six utilities in the SUE area. The SUE area is defined as 400 feet (6 X 400 = 2400 feet) east of Ohio Drive between the north curb line and north Right-of-Way line of McDermott Drive. Pricing for Quality Level A utility location is based on 3 – six foot deep trenches across the SUE Area (3 X 11 = 33 feet). All information obtained by these methods shall be added to the paving plans.

**D. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

## **E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'. (Can be combined with the paving plan sheets)
  - Quantity sheet (sheet by sheet breakdown of all quantities)
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets. Scale 1"= 100'.
  - Paving plan & profile sheets for street improvements. Note that all drives, sidewalk and barrier free ramps must be ADA compliant. Scale 1"= 20': H; 1"=5': V. Two layouts of the proposed Ohio Drive and McDermott Drive intersection will be submitted to the city. One will be based on adding the full width of the proposed right turn lane in westbound McDermott Drive north of and adjacent to the existing pavement. The other will be based on adding the right turn lane by adding some additional pavement on the north side of McDermott adjacent to the existing pavement and some additional pavement in the median of westbound McDermott Drive. The second concept will require shifting lanes in McDermott Drive in the intersection.
  - Drainage area maps (with drainage calculations) for street/drainage improvements (In general, a drainage study is required only where new storm drain is being installed on the project. Analysis of the drainage system will be required as pertains to any new inlet placements but not where inlets are simply replaced for widening such as for new right turn lanes. A drainage study need with drainage area maps and calculations is not anticipated for this project. If determined to be required, a design contract modification will be negotiated.) Scale 1"= 100'.
  - Storm drain improvement plan & profile sheets. Scale 1"= 20':H; 1"=5':V. These will be needed for new inlet placement/lead line extensions to accommodate pavement widening and/or for any new storm drainage installations.
  - Landscape and irrigation plan sheets. (Can be combined with paving plan sheets) Scale 1"= 20'. Landscape design services to be provided include designating limits of grass areas and location of existing trees in medians to be replaced, if any. Landscape or irrigation professional services such as typically provided by a Landscape Architect or Licensed Irrigator are not anticipated for this project and are not included in this contract but can be provided as Additional Services if required.
  - Construction erosion control plan sheets. Scale 1" = 40'

- SWPPP Narrative sheet meeting TCEQ and City of Plano requirements.
- Final buttoning and signage plan sheets. Scale 1"= 40'.
- Traffic signal plans. Scale 1"= 20'. It is anticipated that traffic signal poles will need to be removed and replaced or modified at some locations to provide for project improvements. Services are included in this contract for replacing the existing traffic signals at the northeast and southwest corners of the Ohio/McDermott Drive intersection and for adding a new signal head on the existing signal arm at the west side of the Dallas Tollway over the eastbound side of Legacy Drive. No temporary signals are included in this project. If signal work is required, City standard signal sheets must be included in the plans and modified as appropriate by the engineer to reflect this specific project. As a rule, when pole relocation is required, the existing pole will remain in place for traffic control while a new pole is placed at the new required location. The existing pole is then salvaged to the Public Works Department storage area. Some new equipment is furnished by the City for contractor installation (poles, arms, heads, cameras and signal controllers) and some equipment (foundations, conduit and wiring) is furnished and installed by the contractor. Plans for signal work may include foundations, poles, arms, heads, conduits, wiring, pull boxes, traffic signal controllers or other items. MESH cameras will be installed at locations called for under "Project Description". MESH cameras will be furnished and installed by a separate contractor and shall not be bid as part of this project. The consultant will note on the plans "MESH camera to be installed by others at this intersection".
- Street Lighting Plans. Scale 1"=40'. Plans will show existing and proposed street light locations, foundations, pull boxes and conduits. Contractor will install new foundations, pull boxes and conduit. These can be included with paving plan sheets if they can be shown clearly without confusion. Poles and electric wiring will be installed by the electric company by separate agreement with the City. Services included in this contract are based on using existing electrical services and standard pole foundations provided by the city.
- Cross-sections. Scale 1"=20':H; 1" = 2':V.

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

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - Parks
  - File
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, utilities and cross sections.

#### **F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in "City of Plano "Standard Construction Details") into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Provide an electronic PDF format half size set of final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, utility sheets and cross sections.

10. Submit three (3) sets of final blue or black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

#### **G. Bid Phase Services –**

Bid Phase Services assume the four intersection improvements will be contracted as one contract bid.

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to five (5) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans and seven (7) sets of the contract documents manual to the City for construction.

#### **H. Construction Administration –**

Construction Phase Services assume the four intersection improvements will be contracted as one contract bid.

1. Provide periodic site visits (estimate 1 visit per month if requested by the City) by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.

3. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**I. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

**SPECIAL SERVICES:**

**A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) parcel of right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) permanent easement parcel on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for two (2) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepared exhibits with the field notes first and drawings second. Each parcel shall have its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

**B. Subsurface Utility Engineering (SUE) –**

1. Provide services as described in BASIC SERVICES, C. Design Survey (9.)

**EXHIBIT B  
COMPLETION SCHEDULE  
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15<sup>TH</sup> STREET,  
LEGACY DRIVE & PLANO PARKWAY  
PROJECT NUMBER 6336**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	0
2. Research and Data Collection	15
3. Design Survey	30
4. Preliminary Design/SUE Utility Information	90
5. City Review	30
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	60
7. City Review	30
8. Final Design/Documents for Bidding	14
9. City Review	15
10. Advertise for Bids	22
11. Receive Bids	0
12. Recommendation	4
13. Prepare Council Agenda	15
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	10
17. Notice to Proceed	10
18. Construction	180

**EXHIBIT C  
PAYMENT SCHEDULE  
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15<sup>TH</sup> STREET,  
LEGACY DRIVE & PLANO PARKWAY  
PROJECT NUMBER 6336**

(All fees not to exceed without prior approval)

For and in consideration of Basic and Special Services to be rendered by ENGINEER, CITY OF PLANO agrees to pay, based on the fees indicated below, with the total fee not to exceed One Hundred Thirty Seven Thousand Eight Hundred Sixty dollars (\$ 137,860.00 ). Partial payments to ENGINEER will be made on the basis of monthly statements rendered to and approved by the CITY OF PLANO; however, under no circumstances shall any monthly statement for services exceed the value of work performed at the time a statement is rendered. A summary of the fee is as shown below:

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
<u>Basic Services</u>	
1. Research and Data Collection	\$ <u>4,000.00</u>
2. Design Survey	\$ <u>20,000.00</u>
3. Preliminary Design	\$ <u>60,000.00</u>
4. Final Design	\$ <u>26,000.00</u>
5. Bid Phase	\$ <u>2,600.00</u>
6. Construction Administration	\$ <u>5,000.00</u>
7. Construction Control Survey	\$ <u>1,000.00</u>
Total Basic Fee	\$ <u>118,600.00</u>
<u>8. Special Services</u>	
a. Permanent ROW Descriptions/Monuments ( Est. 1@ \$1600/ea.)	\$ <u>1,600.00</u>
b. Permanent Easement Descriptions (Est.1@ 1600/ea.)	\$ <u>1,600.00</u>
c. Temp. Construction Esmt. Descriptions (Est.2@ 1400/ea.)	\$ <u>2,800.00</u>
d. Subsurface Utility Engineering –Level B Designation Estimate <u>2400</u> LF (horizontal length) @ \$ <u>1.95</u> /LF	\$ <u>4,680.00</u>
(d. SUE price includes traffic control)	
e. Subsurface Utility Engineering –Vertical Test Trench –Level A Designation Estimate <u>33</u> LF (horizontal length) @ \$ <u>260.00</u> /LF	\$ <u>8,580.00</u>
(e. SUE price includes replacement of pavement removed in parkway area with non-reinforced concrete & traffic control)	

Total Special Services	\$ <u>19,260.00</u>
<b>Total Fee</b>	<b>\$ <u>137,860.00</u></b>

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

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

#### Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2014

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> AL CLARK STATE FARM INSURANCE 2452 W I-20 ARLINGTON, TX 76017 	<b>CONTACT NAME:</b> LINDSAY POWELL <b>PHONE (A/C No., Ext.):</b> 817-468-3033 <b>FAX (A/C No.):</b> 817-468-2799 <b>E-MAIL ADDRESS:</b> LINDSAY@ALCLARK.NET													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>28178</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 : State Farm Mutual Automobile Insurance Company	28178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> PARCHE, JERRY & CAROLYN DBA JERRY PARCHE CONSULTING ENGINEER 1301 S BOWEN RD STE 300 ARLINGTON, TX 76013														

**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.

INSR. LTR.	TYPE OF INSURANCE	APPLICABLE (INSR. LTR.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (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"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	290 5551-E15-43	11/15/2013	05/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000  EACH OCCURRENCE \$ AGGREGATE \$  WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project name: Intersection Improvements McDermott Road, 15th Street, Legacy Drive and Plano Parkway.  
 Project No. 6336

<b>CERTIFICATE HOLDER</b> CITY OF PLANO ATTN: RISK MANAGEMENT PO BOX 860358 PLANO, TX 75086	<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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/14/2014

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> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Brian R Hadar
	<b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Jerry Parche Consulting Engineers  1301 S. Bowen Road, #300  Arlington TX 76013	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Catlin Insurance Company      19518
	<b>INSURER B:</b> Travelers Lloyds Ins. Company      41262
	<b>INSURER C:</b> Travelers Indemnity Co. of Am.      25666
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 24255      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	Y	Y	PACP3899M404	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Ind't Contractors						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED      RETENTION \$						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y	N/A	DB0063T478	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>	N	Y	AED-207204-0315	3/1/2014	3/1/2015	Per Claim \$ 1,000,000
							Annual Aggregate \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, if more space is required)**  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano including its elected and appointed officials, agents, volunteers, and employees are shown as an additional insured on the general liability coverage as required by contract. A waiver of subrogation is shown in favor of the City of Plano on the workers compensation policy. The general liability coverage is on a primary basis.

RE: Project No. 6336 - Intersection Improvements McDermott Rd./15th St./Legacy Dr./Plano Parkway

<b>CERTIFICATE HOLDER</b>  City of Plano  P. O. Box 860358  Plano TX 75086	<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 





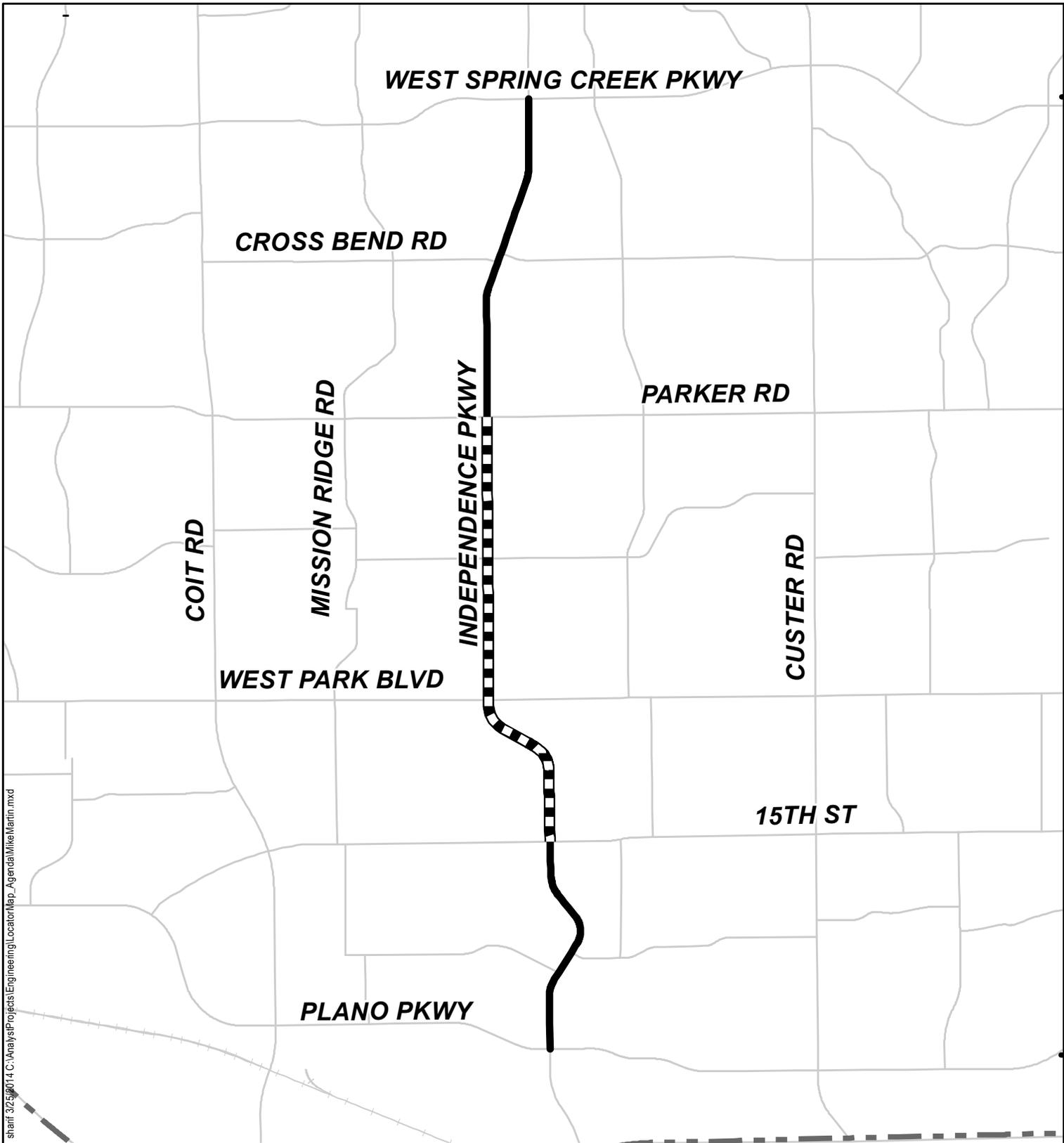
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/14/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6359</b>
<b>CAPTION</b>				
To approve an Engineering Services Agreement by and between the City of Plano and ARS Engineers, Inc., in the amount of \$154,500, for the design services associated with the rehabilitation of Independence Parkway Pavement Repairs & Asphalt Overlay; Project No. 6359; and authorizing the City Manager 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	1,146,385	5,363,615	3,500,000	<b>10,010,000</b>
Encumbered/Expended Amount	-1,146,385	-2,784,936	0	<b>-3,931,321</b>
This Item	0	-154,500	0	<b>-154,500</b>
BALANCE	0	2,424,179	3,500,000	<b>5,924,179</b>
<b>FUND(S): CAPITAL RESERVE CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 Capital Reserve CIP. This item, in the amount of \$154,500 will leave a balance of \$2,424,179 for projects relating to concrete repairs on arterial streets in Plano.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining engineering services for the rehabilitation of a major thoroughfare relates to the City's Goals of Great Neighborhoods – 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This agreement is for engineering design services for Independence Parkway Pavement Repairs &amp; Asphalt Overlay project, for the rehabilitation of approximately 3.5 miles on Independence Parkway between Plano Parkway and Spring Creek Parkway. The consultant will conduct paving assessments on Independence Parkway to locate areas where sections of concrete pavement needs to be removed and replaced. Once those locations are determined the consultant will provide details for pavement replacement and prepare plans and specifications for bidding.</p> <p>The section of Independence Parkway between 15th Street and Parker Road, which is approximately 1.5 miles, will also have an ultra-thin asphalt overlay. The consultant will evaluate overlay options and provide the specifications for bidding. The overlay will extend the life and will preserve the ride-ability of this section of Independence Parkway.</p> <p>The contract fee is for \$154,500 and is detailed in the following table:</p>				

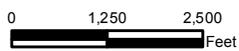
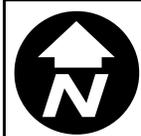


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	\$ 49,000
<b>BIDDING PHASE</b>	\$ 4,000
<b>CONSTRUCTION PHASE</b>	\$ 93,000
<b>SPECIAL SERVICES &amp; REIMBURSABLES</b>	\$ 8,500
<b>Total Not to Exceed Fee</b>	<b>\$154,500</b>
<p>Park and Independence north and south  <a href="https://maps.google.com/maps?q=north+and+south+of+park+%26+Independence+Parkway+plano+tx&amp;hl=en&amp;ll=33.022626,-96.74509&amp;spn=0.055557,0.080681&amp;sll=33.026642,-96.753407&amp;sspn=0.006944,0.010085&amp;t=h&amp;hnear=W+Park+Blvd+%26+Independence+Pkwy,+Plano,+Texas+75075&amp;z=13">https://maps.google.com/maps?q=north+and+south+of+park+%26+Independence+Parkway+plano+tx&amp;hl=en&amp;ll=33.022626,-96.74509&amp;spn=0.055557,0.080681&amp;sll=33.026642,-96.753407&amp;sspn=0.006944,0.010085&amp;t=h&amp;hnear=W+Park+Blvd+%26+Independence+Pkwy,+Plano,+Texas+75075&amp;z=13</a></p>	
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

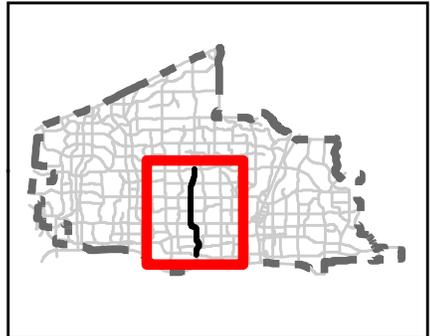


shant 3/23/2014 C:\Analysis\Projects\Engineering\LocatorMap\_Agenda\MikeMartin.mxd



**Independence Parkway  
Pavement Repairs &  
Asphalt Overlay;  
Project No. 6359**

-  Pavement Repairs & Asphalt Overlay
-  Asphalt Overlay



# **INDEPENDENCE PARKWAY PAVEMENT REPAIRS & ASPHALT OVERLAY**

**PROJECT NO. 6359**

## **ENGINEERING SERVICES AGREEMENT**

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

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INDEPENDENCE PARKWAY PAVEMENT REPAIRS & ASPHALT OVERLAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### **I. Employment of the Engineer**

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

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

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

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

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

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

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

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

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

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

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

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

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

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

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

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

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

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

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

## **XI. Contract Termination**

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

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

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

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

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

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

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

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

City of Plano  
Engineering Department  
Attn: Michael A. Martin, P.E.  
P.O. Box 860358  
Plano, TX 75086-0358

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

ARS Engineers, Inc.  
Attn: Jerome "Jerry" V. Murawski, Jr.  
12801 N. Central Expy., Ste. 1250  
Dallas, TX 75243

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

#### **XVI. Miscellaneous**

A. Paragraph Headings:

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

**B. Contract Interpretation:**

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

**C. Venue/Governing Law:**

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

**D. Successors and Assigns:**

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

**E. Severability:**

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

**F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**ARS ENGINEERS, INC.**

A Texas Corporation

DATE: March 24, 2014

BY: Ayub R. Sandhu  
Ayub R. Sandhu  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

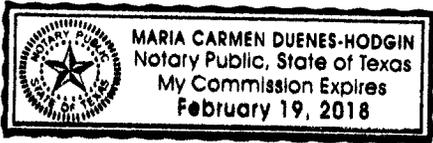
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DALLAS   §**

This instrument was acknowledged before me on the 24th day of March, 2014, by **AYUB R. SANDHU, PRESIDENT** of **ARS ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



*Maria Carmen Duenes-Hodgin*  
\_\_\_\_\_  
Maria Carmen Duenes-Hodgin  
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**  
**INDEPENDENCE PARKWAY REHABILITATION**  
**SCOPE OF SERVICES**

**ASSESSMENT & DESIGN PHASE**

- 1) Project Initiation - ARS Engineers, Inc. (ARS) will meet with City Staff to:
  - a) Get clear and complete identification of the City's scope and expectations for the project. Based on a preliminary meeting with City Staff, the rehabilitation is to focus on the following:
    - i) replacing deteriorated and distressed concrete infrastructure, including street pavement, curbs, sidewalks, alley approaches, driveway approaches, and inlets within the street right-of-way between Plano Parkway and Spring Creek Parkway.
    - ii) after rehabilitating the concrete infrastructure, resurfacing with ultra-thin asphalted hot mix (Novachip) between 15<sup>th</sup> Street and Parker Road.
  - b) Be apprised of the City's procedures and processes for bidding and construction.
  - c) Obtain details and specifications that the City has established relative to barrier free ramps, concrete removal and replacement, notification to adjacent properties, manhole and valve boxes.
- 2) Data Collection and Research - ARS will:
  - a) Research available construction documents (record plans and specifications) for Independence Parkway to determine critical elements that might affect the street rehabilitation.
  - b) Investigate strategies to replace ultra-thin asphalted hot mix as may be required for future utility cuts and pavement repairs.
  - c) Review the Americans with Disabilities Act (Federal ADA) and Elimination of Architectural Barriers Law (Texas Government Code, Chapter 469), any proposed amendments, and applicable City of Plano standard details. Then make recommendations to the City on any potential changes to the City standards that would be appropriate to ensure continuing compliance with Federal and State laws.
  - d) Evaluation comparing the use of raised pavement markings and thermoplastic pavement markings on the ultra-thin asphalted hot mix.
- 3) ARS will conduct an "on-the-ground" pavement assessment to locate and inventory the deficiencies. This involves identifying the location, size and type of each deficiency including:
  - a) street pavement
  - b) driveway and alley approaches
  - c) curbs
  - d) inlets
  - e) sidewalks
  - f) curb ramps
  - g) hardscape, pavers, and medians as determined appropriate by the City.
- 4) ARS will develop the rehabilitation contract documents for City Staff review that includes the following:

- a) The location of each deficiency, the rehabilitation/repair required, and quantity for bidding and payment,
  - b) New sidewalks along schools where none presently exist,
  - c) Handicap accessibility improvements required,
  - d) Replacement pavement markings,
  - e) Traffic control requirements (lane closure restrictions, message board, barricades, etc.)
  - f) Typical details that identify the limits of the deficient pavement to be removed and replaced.
  - g) Typical details for the segment of the street to be resurfaced with the ultra-thin asphalted hot mix, which would include a detail to mill the concrete next to the curbs prior to resurfacing,
  - h) Details for conduit and poles that will accommodate pedestrian pushbuttons at signalized intersections. The pedestrian pushbuttons and associated appurtenances will be installed by the City.
  - i) Specifications for concrete, reinforcing, sealant, manhole ring extension, valve box extensions, pavement markings, and other relevant materials,
  - j) Estimate of probable cost.
- 5) ARS staff will incorporate City Staff review comments into the final construction documents, update the estimate of probable cost, and submit to City Staff for approval and authorization to proceed with the advertisement of bids. The construction documents will consist of 11"x17" plan sheets showing the locations and limits of concrete (street pavement, sidewalk, curb, inlet) repairs, ultra-thin asphalted hot mix resurfacing, new sidewalks, handicap accessible ramps, pavement markings, construction details, specifications and bid items.

**BIDDING PHASE SERVICES**

- 1) ARS will compile and bind 30 copies of the project documents for bidding.
- 2) ARS will assist the City in the bid advertisement.
- 3) ARS will assist the City in the opening and tabulation of the bids received.
- 4) ARS will review the bids, check the experiences and capabilities of the low bidder, and make recommendation to award the contract to the lowest responsible bidder.

**CONSTRUCTION PHASE SERVICES**

- 1) During the concrete rehabilitation and milling activities,
  - a. City Staff will:
    - i. inspect the work being performed,
    - ii. measure quantities for payment.
    - iii. keep daily logs of the contractor's activities,
    - iv. ensure the contractor's compliance with traffic control plans.
  - b. During the concrete activities ARS will only make site visits when requested by the City to:
    - i. respond to questions and issues that might arise,
    - ii. determine if the work is proceeding in accordance with the contract documents.

- 2) During the resurfacing activity ARS will
  - i. inspect the work being performed,
  - ii. measure quantities for payment.
  - iii. keep daily logs of the contractor's activities,
  - iv. ensure the contractor's compliance with traffic control plans,
- 3) ARS will review submittals, samples and test results to make sure that the materials are in general conformance with the contract documents.
- 4) ARS will consult with the City and contractor to address concerns and issues that arise during construction.
- 5) ARS will assist the City in compiling and reviewing monthly and final estimates for payment to the contractor.
- 6) ARS will conduct with the City a final inspection of the project and make recommendation for acceptance and final payment.

**SPECIAL SERVICES & REIMBURSABLES**

- 1) ARS will provide up to 4 days of surveying as may be required to locate right-of-way to accommodate new sidewalks adjacent to the schools and handicap accessible ramps.
- 2) ARS will provide up to 30 bound copies of the project documents for bidding and execution.

**Notes:**

- City Staff will provide all public notifications throughout the project.
- Materials testing and Texas Department of Licensing and Regulation review and inspection are not included in the Scope of Services and will be provided by the City.
- Per City Staff, in-pavement detectors associated with cameras for Red Light Enforcement are excluded in the street rehabilitation scope of work. Any repair or replacement of the detectors is the responsibility of the City vendor that owns, operates, and maintains the Red Light Enforcement equipment.

**EXHIBIT B**  
**INDEPENDENCE PARKWAY REHABILITATION**  
**SCHEDULE**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	<b>60 CALENDAR DAYS</b>
1) Project Initiation	
2) Data Collection	
3) On-the-ground pavement assessment	
4) Develop the rehabilitation plan	
5) Preparation of final construction documents and cost estimate	
<b>BIDDING PHASE (DEPENDENT ON CITY'S BIDDING SCHEDULE)</b>	<b>45 CALENDAR DAYS</b> <b>(ESTIMATED)</b>
<b>CONSTRUCTION PHASE (DEPENDENT ON FINAL BID QUANTITIES)</b>	<b>240 CALENDAR DAYS</b> <b>(ESTIMATED)</b>

**EXHIBIT C  
INDEPENDENCE PARKWAY REHABILITATION  
FEE**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	Lump Sum	\$49,000
<b>BIDDING PHASE</b>	Lump Sum	\$4,000
<b>CONSTRUCTION PHASE</b>	Hourly Rate Not to Exceed	\$ 93,000
<b>SPECIAL SERVICES &amp; REIMBURSABLES</b>	Not to Exceed	\$ 8,500
<b>Total Not to Exceed Fee</b>		<b>\$154,500</b>

**HOURLY RATES**

<b>PRINCIPAL</b>	<b>\$250</b>
<b>PROJECT MANAGER</b>	<b>\$150</b>
<b>DESIGN ENGINEER</b>	<b>\$105</b>
<b>CADD TECHNICIAN</b>	<b>\$100</b>
<b>ADMINISTRATIVE STAFF</b>	<b>\$ 75</b>
<b>SPECIAL SERVICES &amp; REIMBURSABLES AT COST</b>	

**EXHIBIT "D"**

**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

**3.0 Engineer's Insurance – Claims Made**

**Professional Errors and Omissions**

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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







# CERTIFICATE OF LIABILITY INSURANCE

ARSE-01

OP ID: BH

DATE (MM/DD/YYYY)

03/24/2014

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>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley		Phone: 800-338-1391 Fax: 888-621-3173	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____
<b>INSURED</b> <b>A.R.S. Engineers, Inc.</b> Att: Carmen Hodgkin 12801 N. Central Exp, Ste. 1250 Dallas, TX 75243		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Accident & Indemnity	<b>NAIC #</b> 22357
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

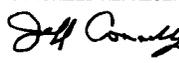
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			84SBWLX6274	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> SEVERABILITY INT						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CROSS LIABILITY			CONTRACTUAL LIAB			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			PROFESSIONAL LIAB EXCL			PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			84UEGRF4831	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			84XHGX8328	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGFI9237	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Security Fencing Replacement At Water Facility Sites, Project No. 6408 - City of Plano, including its elected and appointed officials, agents, volunteers and employees are included as additional insured for above coverages except WC as required by written contract. Coverage is primary and noncontributory as respects the City, its elected and appointed officials,

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF  City of Plano P.O. Box 860358 Plano, TX 75086-0358	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 
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**NOTEPAD:**

HOLDER CODE CITYOF  
INSURED'S NAME A.R.S. Engineers, Inc.

ARSE-01  
OP ID: BH

PAGE 2  
DATE 03/24/14

agents and employees. Waiver of subrogation is included in favor of additional insured.

30 days notice of cancellation will be given to the certificate holder per policy endorsement.

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

ARS Engineers, Inc.  
Name of Consultant

By: *Ayub R. Sandhu*  
Signature

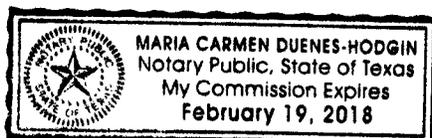
Ayub R. Sandhu  
Print Name

President  
Title

March 24, 2014  
Date

STATE OF TEXAS           § TEXAS  
  §  
COUNTY OF DALLAS       § DALLAS

SUBSCRIBED AND SWORN TO before me this 24th day of March, 2014.



*Maria Carmen Duenes-Hodgin*  
Notary Public, State of Texas



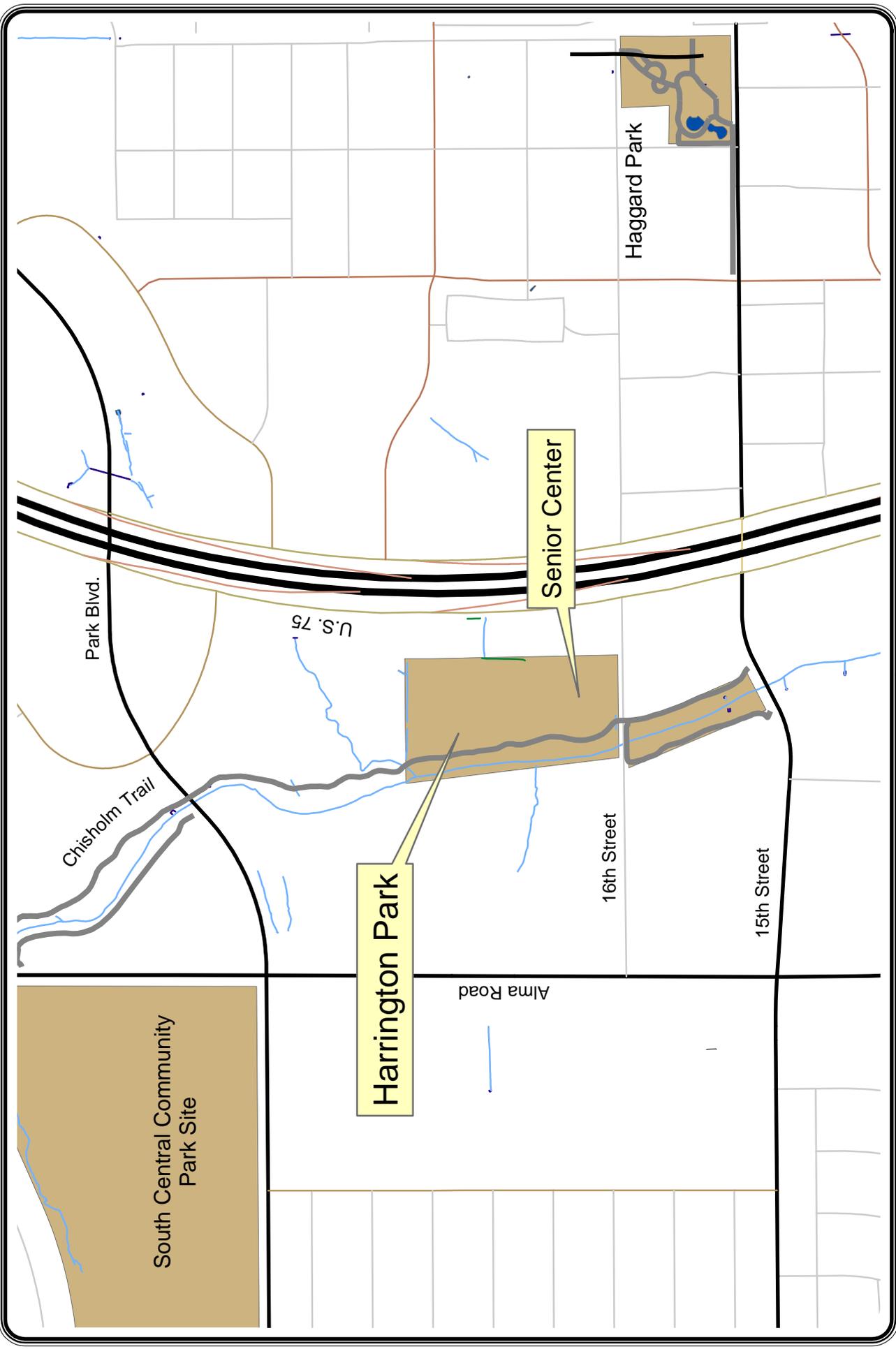
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/14/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of an Engineering Services Agreement by and between the City of Plano and Teague, Nall & Perkins, Inc., in the amount of \$58,500 for design services at Harrington Park 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	151,871	1,619,129	1,100,000	<b>2,871,000</b>
Encumbered/Expended Amount	0	-1,130,556	0	<b>-1,130,556</b>
This Item	0	-58,500	0	<b>-58,500</b>
<b>BALANCE</b>	151,871	430,073	1,100,000	<b>1,681,944</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$58,500, will leave a current year balance of \$430,073 for other projects related to 09 Park Improvements.</p> <p><b>STRATEGIC PLANO GOAL:</b> Engineering services to design improvements to enhance park safety, use and protect existing trails and bridges relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This agreement is for the preparation of plans and specification for improvements to Harrington Park including erosion control improvements to protect an existing section of trail, demolition of all existing structures on the Plano Community Pool addition, placement of a surface drainage channel in an underground pipe and grading of all disturbed areas.</p> <p>The total contract is \$58,500 and includes basic services, reimbursable expense, surveying, and engineering services. The fee of \$58,500 is 10.64 percent of the estimated construction cost of \$550,000. The fee is similar to other projects of this size and type.</p> <p>Teague, Nall &amp; Perkins, Inc. is on the 2013-14 selected list of qualified consultants for Engineering Services.</p>				

Project Location Map –  
<http://goo.gl/maps/xQ7Sk>

List of Supporting Documents:  
Location Map  
Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies



# Harrington Park - Drainage Improvements

**HARRINGTON PARK – DRAINAGE IMPROVEMENTS**

**PROJECT NO. 6420**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

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

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

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

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

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

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

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

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

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

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

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

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

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

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

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

### **XI. Contract Termination**

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

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

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

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

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

### **XIV. Complete Contract**

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

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

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

City of Plano  
Parks Department  
Attn: Bill Dakin, ASLA  
P.O. Box 860358  
Plano, TX 75086-0358

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

Teague, Nall and Perkins, Inc.  
Attn: Chris Schmitt, PE  
17304 Preston Road  
Dallas, TX 75252

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

## **XVI. Miscellaneous**

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

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

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

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

### **C. Venue/Governing Law:**

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

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

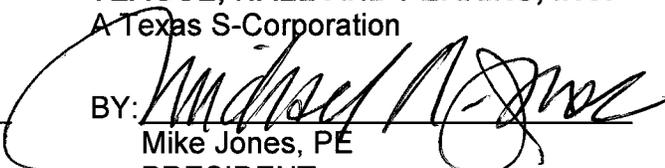
**TEAGUE, NALL AND PERKINS, INC.**

A Texas S-Corporation

DATE:

03/12/14

BY:

  
Mike Jones, PE  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

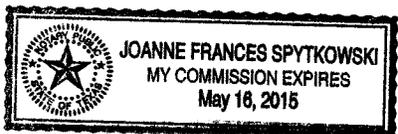
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 12<sup>th</sup> day of March, 2014, by **MIKE JONES, PE, PRESIDENT of TEAGUE, NALL AND PERKINS, INC.**, a TEXAS S-Corporation, on behalf of said s-corporation.



*Joanne Frances Spytkowski*  
\_\_\_\_\_  
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**

**HARRINGTON PARK  
DRAINAGE IMPROVEMENTS**

**A. PROJECT DESCRIPTION**

This project consists of performing professional design services for preparation of bid and construction plans for the following improvements:

1. New closed storm drain system (500 l.f.±) located between existing baseball field and abandoned swimming pool complex.
2. Demolition plans for abandoned swimming pool complex.
3. Stream Bank Stabilization wall approximately 150 l.f. north-northeast of pedestrian bridge along Chisholm Trail.
4. Stream Bank Stabilization wall at north pedestrian bridge abutment along Chisholm Trail.

**B. PROJECT DESIGN**

The parameters for design of the improvements shall include the following:

1. The hydraulic design of the proposed streambank stabilization and/or grade control improvements will be in accordance with requirements set forth in City of Plano Stream Bank Stabilization Design Manual, 1998.
2. The CONSULTANT shall provide an evaluation of the stream hydraulics to confirm water surface elevations and flow velocities within the unnamed tributary along Spring Creek.
3. Prior to preparing construction plans, a brief technical memorandum will be prepared documenting the procedures, assumptions, and results of the hydraulic analyses for up to three alternatives. The improvement alternatives will be presented to the City for consideration and selection of a final design alternative. Hydrologic and hydraulic analyses and reporting to City Engineering Department will be in accordance with the City's Storm Drain Design Manual and Streambank Stabilization Manual.
4. Construction Erosion Control Plans shall be provided.
5. Post-Construction erosion control shall be provided.
6. Preparation of right-of-way and/or easement documents where necessary shall be provided. This is a Special Services scope of work item, and is further described in Item D below.
7. All design work will be prepared in CAD, with electronic files in AutoCAD format submitted to the CITY upon final record drawings. R2000, NAD 83, state plane coordinate system. All XREF drawings will be combined into single file for final submittal.
8. Submittals to the CITY of work-in-progress shall be at 60%, 90%, and 100% stages of completion.
9. Standards and typical construction details of the CITY will be referred to in the specifications and on the drawings. Specific sheet and page number of the standard detail reference will be noted to ensure plan and contractual clarity during construction.

10. Special details that are not included as a standard by the CITY shall be included in both plans and specifications.
11. Assist the CITY in determining require agency review, and preparing applications/letters/plan sets to be distributed to any entity for review purposes, e.g., TCEQ (Texas Commission on Environmental Quality), FEMA (Federal Emergency Management Administration), and any other entities that might need to review these plans.
12. Perform the necessary professional design and related technical services for the Design and Construction Phase Services, including necessary Special Services for development of this Project according to the following sections of this Contract.

**C. BASIC SERVICES**

1. Design Standards

- a. This project shall be designed in accordance with all City of Plano Engineering Standards and Requirements including:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thoroughfare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works  
Construction

Special Provisions to Standard Specifications for Public  
Works Construction

Sample Plan Set

- b. All construction/bid documents submitted to the City shall be signed and sealed in accordance with state law.

2. Research and Data Collection

- a. Meet with City of Plano staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area. Data obtained from Collin County and Collin Central Appraisal District shall be a resource and utilized if appropriate.

- b. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Design Survey
- a. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
  - b. Establish horizontal and vertical project control monumentation.
  - c. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
  - d. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
  - e. Perform field surveying to establish existing on ground conditions for design base documents of the project area.
  - f. When underground utilities are exposed, tie to project control baseline.
  - g. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
  - h. Provide a Topographic Survey of the existing drainage channel along the North and East property line of Harrington Park (Approximately 1,100 linear feet). The Survey limits will extend a minimum of 50' on each side of the existing channel and will run from the Northeast corner of Harrington Park on the East to the tributary of Spring Creek on the West.
  - i. The Topographic Survey will include a portion of the existing parking areas and outfall structures adjacent the North and east line of Harrington Park. Detailed survey data will also be provided for the proposed outfall at Spring Creek and the Chisholm Trail pedestrian bridge.
  - j. The existing asphalt drive will be located from the North line of Harrington Park extending South approximately 300 feet.
  - k. The area of creek erosion lying on the East side of Chisholm Trail and approximately 150 feet north of the pedestrian bridge will be detailed for engineering design. Survey shall also provide location of existing drainage easement.
4. Swim Club Tract
- a. An Internet-based aerial photograph will be used as a base map for the demolition contract documents. No additional field survey data will be collected to verify the aerial photograph accuracy.

5. Right-of-way and Easement Requirements
  - a. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
  - b. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
  
6. Geotechnical Report
  - a. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the Preliminary Design plans.
  - b. The geotechnical services shall include, but not be limited to the following:
    1. A subsurface investigation consisting of two (2) soil and rock borings drilled to depth of 30 feet below grade or minimum of 10 feet into primary bedrock (gray limestone) to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings.
    2. Site access will require the truck mounted drilling rig to traverse on flatwork provided for pedestrian traffic. Matting will be placed on the trail/flatwork in an attempt to minimize cracking and breaking caused by necessary drill rig access. Since the design of this pavement is not known, the ability of the flatwork to support truck weight without cracking is unknown. Pathway and grade repairs due to drilling rig access, if any, will be the responsibility of the City.
    3. Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials. Testing will be conducted for design needs related only to the scope of work described herein.
      - a. Representative samples will be selected for classification, strength, and swell or compressibility testing. Considering the nature of the Project, the following tests will be performed:
        1. Moisture content and/or dry unit weight;
        2. Liquid and plastic limit (Plasticity Index);
        3. Unconfined compressive strength;
        4. Percent passing a No. 200 sieves; and
        5. One point overburden swell test
      - b. The field and laboratory data will be analyzed to develop geotechnical recommendations. An engineering report will be prepared to include the following:
        1. Plan of boring, boring logs, profiles, and groundwater observations;
        2. Laboratory test results;
        3. General soil and groundwater conditions at the boring locations;

4. Evaluation of the swell characteristics of the soils;
5. Design Recommendations for:
  - a. Foundation type, depth, and allowable loading;
  - b. Foundation construction considerations;
  - c. Earthwork.
  
7. Hydraulic Technical Report
  - a. Where the Chisholm Trail pedestrian bridge crosses, analysis the hydrologic and hydraulic conditions of the tributary flowing into Spring Creek.
  - b. Where the erosion nears the Chisholm Trail approximately 150' north-northeast of the Chisholm Trail pedestrian bridge, analysis the hydrologic and hydraulic conditions of the tributary flowing into Spring Creek.
  - c. Prepare up to three (3) improvement alternatives.
  - d. Prepare a hydraulic technical memorandum and associated exhibits for City review.
  
8. 60% Submittal - Preliminary Design
  - a. Pre-Design Conference - Meet with City staff to review Project requirements, design criteria, communication procedures, Project scheduling, personnel, and other pertinent matters that may impact the Project. Additional meetings will be scheduled throughout the length of the Project.
  - b. Preliminary Design – Prepare preliminary design plans with submittals at a sixty percent (60%) completion. Prepare the following sheets at a legible engineering scale and as indicated below:
    1. Cover sheet.
    2. Project layout control sheet(s). Scale 1"= 100'.
    3. Quantity sheet.
    4. Typical sections and detail sheets.
    5. Retaining Wall plan & profile sheets. Scale 1"= 20'.
    6. Drainage area maps for street improvements. Scale 1"= 100'.
    7. Storm drain improvement plan & profile sheets. Scale 1"= 20'.
    8. Demolition Plan. Scale 1"-100" max
    9. Standard City of Plano SWPPP/Erosion Control sheets will be included in the submittal
  - c. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.
  - d. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.

- e. Stream bank Stabilization Wall design shall include necessary hydrologic and hydraulic analysis and report as required by the City's Stream Bank Stabilization Manual.
  - f. Prepare outline of any special technical specifications needed for the project (if any).
  - g. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
  - h. Submit one (1) Full size (22" X 34") and one (1) half size (11" X 17") set of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - i. Submit cad design files in AutoCAD R2014 format. All design shall be prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
  - j. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
  - k. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.
9. 90% Submittal - Final Design
- a. Revise preliminary plans incorporating comments from the City of Plano.
  - b. Incorporate comments from the utility companies.
  - c. Finalize construction plans for proposed improvements.
  - d. Finalize special technical specifications and special conditions (if any).
  - e. Incorporate standard details into the construction plans and prepare additional details as required.
  - f. Take off final construction quantities and prepare final construction cost estimates.
  - g. Submit 4 sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review. Full size (22" X 34") and half size (11" X 17") sets of drawings will be furnished to the City.
  - h. Submit cad design files in AutoCAD R2014 format. All design shall be prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.

10. 100% Submittal - Final Design

- a. Incorporate City final comments into the plans and bid documents.
- b. Prepare final plans
- c. Submit three sets of final prints, three bound copies of the bid documents and one unbound original bid document set to the City. Full size (22" X 34") and half size (11" X 17") sets of drawings will be furnished to the City, along with a CD containing PDFs of the plan sheets.
- d. Submit cad design files in AutoCAD R2014 format. All design shale prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
- e. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

11. Bidding Services

- a. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
- b. Furnish plans and bid documents for up to four plan review rooms. These documents are to be furnished at no cost to the plan review rooms.
- c. Prepare and distribute addenda to bid documents as necessary.
- d. Attend and assist City staff as needed in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
- e. Submit a CD-ROM disk of the bid set plans in a PDF format.
- f. Submit cad design files in AutoCAD R2014 format. All design shale prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
- g. Evaluate the low and second low bidders. Check bidder references and credentials.
- h. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
- i. Assist City staff in a pre-construction conference.
- j. Furnish eight sets of final construction plans (4 half size and 4 full size) for Contractor use.

12. Construction Phase Services

- a. Attend a pre-construction conference if necessary
- b. As requested by the City, visit the site to observe construction progress. Up to three (3) site visits are anticipated and included. A Field Observation Report shall be issued after each site visit.
- c. Respond to request for information.
- d. Review change orders
- e. Conduct and document a punch list of construction.

**D. SPECIAL SERVICES:**

1. Right-of-Way and Easement Surveying

- a. Provide field survey of parcel boundaries only as necessary to accurately prepare required easement documents for the construction access across private property.
- b. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
- c. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
- d. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.

**E. Exclusions**

1. The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:
  - a. Environmental assessment or remediation;
  - b. Fees for permits and bid advertising;
  - c. Traffic engineering reports or studies;
  - d. Floodplain reclamation plans or floodplain analysis beyond Basic Services;
  - e. Construction Inspection;
  - f. Designs for Trench Safety;
  - g. Consulting services by others not included in proposal;
  - h. Quality control and testing services during construction;
  - i. Alternate additions not included in the original scope;
  - j. Improvements outside the Project limits;
  - k. Tree survey/mitigation plan;
  - l. Plat preparation;

- m. Preparation of a Section 404 jurisdictional determination report inclusive of a delineation of the jurisdictional boundaries;
- n. Preparation and coordination of a Section 404 permit application and supporting documentation (i.e. conceptual mitigation plan report, etc.);
- o. Performance of biological surveys;
- p. Performance of a historic resources survey and archeological investigation;
- q. Asbestos abatement;
- r. Detailed preparation of as-built drawings;
- s. Mowing of property in order to accurately survey the Project;
- t. Removal and replacement of pedestrian bridge and engineering design for new abutments;
- u. Additional site visits during construction beyond those allowed and included in the Scope of Services;
- v. Attendance at City meeting involving Council, Planning & Zoning, Parks Board, and any other jurisdictional elected or appointed board.

**EXHIBIT "B"  
SCHEDULE OF WORK**

**HARRINGTON PARK  
DRAINAGE IMPROVEMENTS**

Upon receipt of authorization to proceed from City, Consultant shall perform work as identified in Exhibit "A", Scope of Services in accordance with the following schedule. All times shown are in calendar days.

<b>Task</b>	<b>Date</b>	<b>Calendar Days</b>	<b>Total Days</b>
Notice to Proceed	2/3/2014		
Begin Field Surveys	2/3/2014	0	0
Complete Field Surveys	3/5/2014	30	30
Submit 30% H&H Design Report	3/5/2014	30	
Submit 60% Plans to City for Review	5/5/2014	61	91
Receive Review Comments from City	5/12/2014	7	98
Submit 90% Plans to City for Review	5/26/2014	14	112
Receive Review Comments from City	6/2/2014	7	119
Submit 100% Plans to City for Review	6/12/2014	10	129

Schedule of work for bid phase services shall be in accordance with times indicated in the Scope of Services as well as dates established by City and Consultant for bid time (approximately three to four weeks).

Schedule of work for construction administration shall coincide with construction schedule as established by contract between City and successful bidder for construction of all proposed improvements.

**EXHIBIT "C"**  
**COMPENSATION AND METHOD OF PAYMENT**

**HARRINGTON PARK  
DRAINAGE IMPROVEMENTS**

**BASIC SERVICES:** Services rendered for Basic Services as itemized specifically in the attached Exhibit A, shall be billed monthly based on the Consultant's estimate of the percentage of work completed. The City of Plano agrees to pay the Consultant the following fees, itemized for reference purposes.

<b>BASIC SERVICES</b>				
<b>DESCRIPTION</b>	<b>Survey</b>	<b>Engineering</b>	<b>GeoTech</b>	<b>TOTAL</b>
Closed Storm drain system at Park	\$9,800	\$7,000	NOT INCLUDED	\$16,800
Demolition of Swimming Pool Complex		\$2,000	NOT INCLUDED	\$2,000
Stream Bank Stabilize along Chisholm Trail	\$2,400	\$15,000	\$3,900	\$32,800
Stream Bank Stabilize at Pedestrian Bridge	\$4,500	\$7,000		
<b>DESIGN FEE</b>	\$16,700	\$30,500	\$3,900	\$51,100
<b>BIDDING and CONSTRUCTION ADMINISTRATION</b>				\$3,900
<b>REIMBURSABLES</b>				\$1,500
<b>TOTAL</b>				\$56,500

**SPECIAL SERVICES:** Spec. Services shall be any service provided by the Engineer that is not specifically included in Basic Services OR Special Services as defined in Exhibit 'A'. Special Services shall be reimbursed at std. TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

<b>SPECIAL SERVICES</b>				
<b>DESCRIPTION</b>	<b>Survey</b>	<b>Engineering</b>	<b>GeoTech</b>	<b>TOTAL</b>
ROW/Easement Notes and Exhibit	\$2,000	NOT INCLUDED	NOT INCLUDED	\$2,000
<b>TOTAL</b>				\$2,000

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

**3.0 Engineer's Insurance – Claims Made**

Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<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><br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability                                       | \$_____ BI & PD each occurrence  |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2013

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> McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Joe A Bryant	
	<b>PHONE (A/C, No, Ext):</b> (214) 503-1212	<b>FAX (A/C, No):</b> (214) 503-8899
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURER A:</b> Axis Insurance Company		<b>NAIC #</b> 37273
<b>INSURED</b> (417) 334-5773 Teague Mall & Perkins, Inc. 1100 Macon St. Fort Worth TX 76102		
<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 22987      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL. INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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"/> PRO. JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPIOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <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/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	MBZ776015/01/2013	8/24/2013	8/24/2014	Per Claim/Annual Aggregate \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. A waiver of subrogation is included on the policy. RE: Harrington Park

<b>CERTIFICATE HOLDER</b>  City of Plano P.O. Box 860358 Plano TX 75086	<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 
---	--

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ACORD 25 (2010/05)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

Teague, Nall and Perkins, Inc.

Name of Consultant

By:

*Michael A. Jones*

Signature

Michael A. Jones

Print Name

President

Title

03/12/14

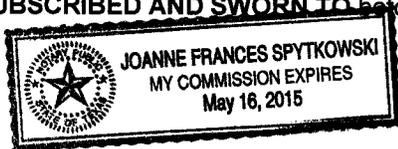
Date

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of March, 2014.



Joanne Frances Spytkowski  
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:	4/14/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

## CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$258,000 for design and construction document services for Enfield Park Athletic Maintenance Facility and authorizing the City Manager or his designee to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	11,626	388,374	600,000	<b>1,000,000</b>
Encumbered/Expended Amount	-11,626	-36,874	0	<b>-48,500</b>
This Item	0	-258,000	0	<b>-258,000</b>
BALANCE	0	93,500	600,000	<b>693,500</b>

**FUND(S):    PARK IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$258,000, will leave a current year balance of \$93,500 for the 2009 Maintenance Facility Expansion project.

**STRATEGIC PLAN GOAL:** Designing and preparing construction documents for a new park maintenance facility relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

## SUMMARY OF ITEM

The City has three park maintenance facilities. The Schell Park Maintenance Facility was built in 1980; the Jack Carter Park Maintenance Facility was built in 1981 and expanded in 1985; and the Plano Parkway Park Maintenance Facility was built in 2002. The City and the park system have experienced significant growth since these facilities were built. The Jack Carter Maintenance Facility now houses approximately 70 maintenance staff with equipment, but it was designed for approximately half of that number. Funding was approved in the 2005 and 2009 bond referendums for the construction of additional maintenance facilities. Park maintenance facilities are strategically located to reduce maintenance staff travel time to more than 80 parks and the other public sites in order to improve the efficiency of operations.

JBI Partners was hired in 2008 to evaluate various options for the development of additional park maintenance facility space. After consideration of several options, staff believes that construction of a new maintenance facility at the northwest corner of Enfield Park provides the best solution.

## CITY OF PLANO COUNCIL AGENDA ITEM

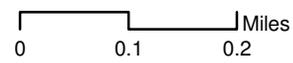
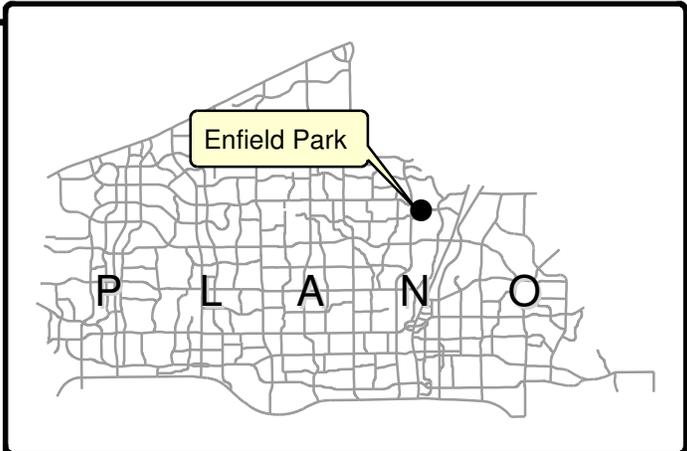
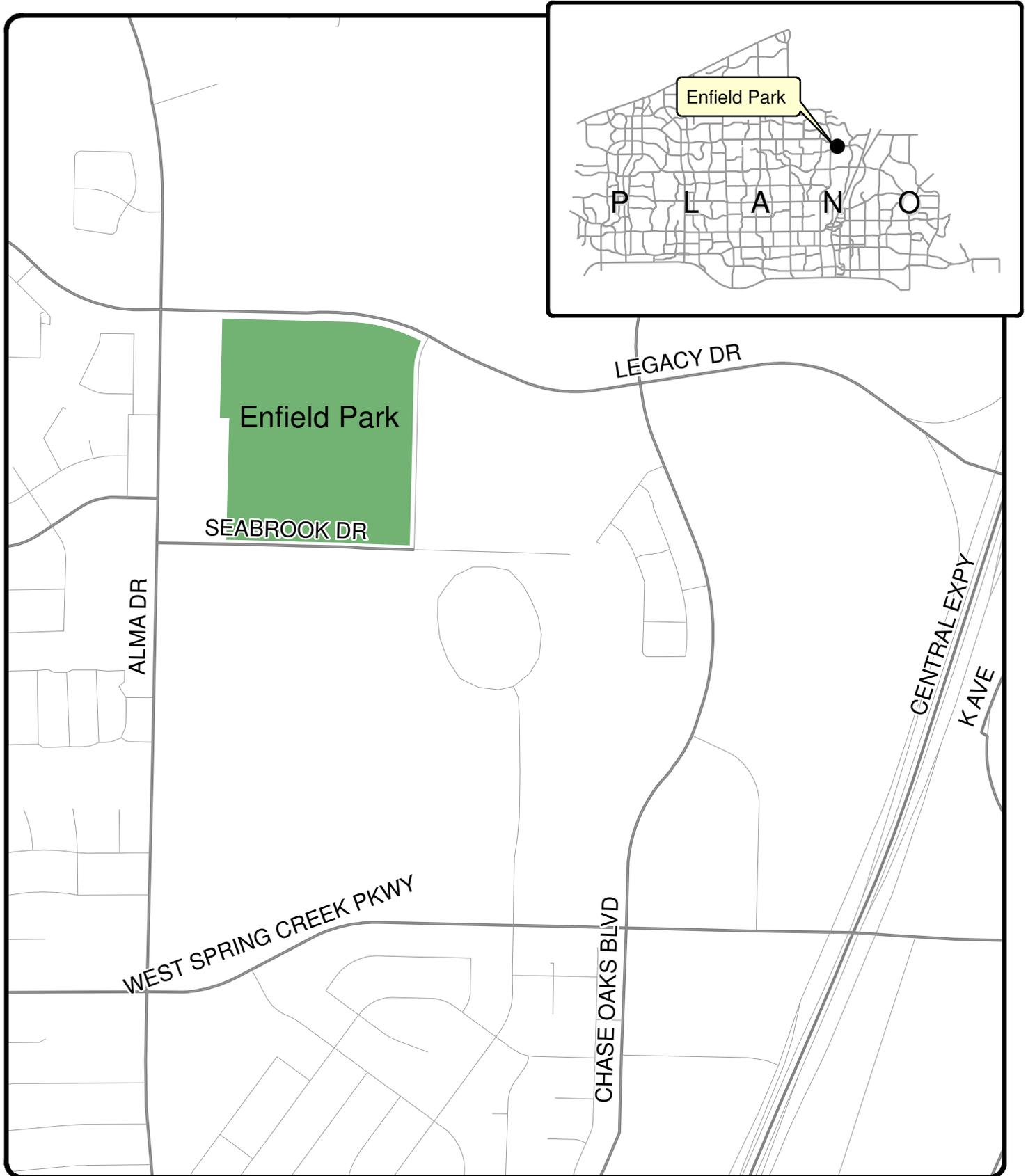
A new maintenance facility at Enfield Park will allow athletic field maintenance staff and their equipment to be moved to Enfield Park and relieve the overcrowding at the existing Jack Carter Park Maintenance Facility.

This Landscape Architectural Services Agreement is for the design, preparation of construction documents, surveying, geotechnical surveying, site plan and plat preparation for a new park maintenance facility at Enfield Park. The design team includes the architecture firm of GGO Architects. The fee of \$258,000 is 10.32 percent of the estimated construction cost of \$2,500,000. The fee is consistent with other park and facility projects of this size and scope.

Project Location Map –

<http://goo.gl/maps/eV0xk>

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



**ENFIELD PARK ATHLETIC MAINTENANCE FACILITY**

**PROJECT NO. 6416**

**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 **JBI PARTNERS**, 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 **ENFIELD PARK ATHLETIC MAINTENANCE FACILITY** 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: Kevin Murray  
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:

JBI Partners, Inc.  
Attn: Charles B. McKinney  
16301 Quorum Drive, Suite 200B  
Addison, TX 75001

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:

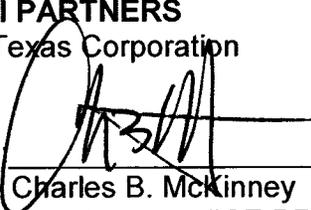
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

DATE: 2/13/14

**JBI PARTNERS**  
A Texas Corporation

BY: \_\_\_\_\_

  
Charles B. McKinney  
EXECUTIVE VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

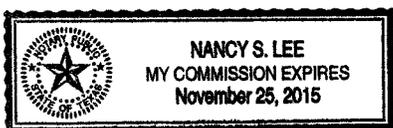
**APPROVED AS TO FORM:**

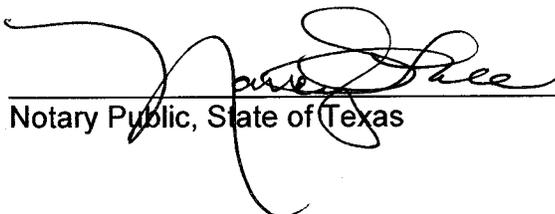
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 13 day of February, 2014, by **CHARLES B. MCKINNEY, EXECUTIVE VICE PRESIDENT of JBI PARTNERS**, a TEXAS corporation, licensed to do business in the State of Texas, on behalf of said corporation.



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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 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



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

## EXHIBIT A

### ENFIELD PARK ATHLETIC MAINTENANCE FACILITY

#### Project Understanding

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to provide a design services proposal to design and prepare construction plans for a new Athletic Maintenance Facility at Enfield Park, located at 700 Legacy Drive, Plano, Texas, 75023

The project will be generally designed in accordance with the master plan, and see attached Exhibit A-1.

The anticipated construction budget for this project is \$2,500,000.00.

#### Scope of Services

##### SECTION I – BASIC SERVICES

###### 1. Design Development

- A. JBI and the design team will meet with the Parks Department staff to discuss project requirements and standards, review project timelines and schedules and identify the key components.
- B. Based on the previously prepared and approved Master Plan, we will include the Owner comments and will refine the site layout, main building floor plans and main building elevations accordingly, as well as finalize the overall design concept.
- C. The master plan documents and drawings will be converted into cad documents.
- D. We will prepare preliminary plans and elevations for the proposed chemical / paint storage building, equipment storage buildings, covered storage areas, and wash rack along with the perimeter screening walls and gates.
- E. We will finalize the finish materials and color selections.
- F. We will prepare a preliminary landscape plan for the site.
- G. We will coordinate with the design team to include Architectural, Civil Engineering, MEP Engineering and Landscape Architecture.
- H. We will complete preliminary jurisdictional reviews for building codes, City of Plano Engineering Department requirements and Texas Accessibility Standards.

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I. The final Design Development package will include cad drawings of the following along with a preliminary cost estimate:

- Site Plan
- Building Floor Plans
- Roof Plan
- Building Elevations and Sections
- Building details
- Lighting and Power
- Preliminary Landscape and Irrigation Plans

J. The design team will meet with the Parks Department staff to review the Design Development documents, and will incorporate staff's comments before beginning the Construction Documents phase.

2. **Construction Documents** - Based on the approved Design Development Phase, JBI and the design team will prepare construction drawings for the project.

A. **Civil Engineering Plans** – using the approved site layout and our field surveys from Section II below, we will prepare on-site civil engineering plans in accordance with City requirements for the following:

1. Dimensional control plan indicating building lines, building and pertinent property line offsets as well as parking lot, driveway and sidewalk dimensions.
2. Paving plan and details for on-site paving, driveway openings, and if necessary, median openings and deceleration lanes from adjacent public roads. Paving and sub grade design will be based on the Geotechnical Engineer's recommendations and City requirements.
3. Grading plan including establishing building and garage finished floor elevations with contouring and spot elevations of parking areas, common areas, and landscape areas to a point within five (5) feet of the building and the location and height of any retaining walls not attached to the building (Overall drainage area map delineating drainage areas and storm runoff data for this site and for adjacent properties that may affect this site).
4. On-site storm sewer plan and profiles to a point within 5 feet of the building.
5. On-site water and sewer plan and profiles to a point within 5 feet of the building.
6. An erosion control plan, including the standard City SWPPP Narrative sheets.
7. Existing as-built information provided by the governing agencies will be utilized and relied upon for the preparation of the civil engineering plans. Client acknowledges that JBI Partners, Inc. is not responsible for the accuracy of as-built plans provided by the City or any other governing agency.
8. We will incorporate governing agency standard detail sheets and notes and submit the civil engineering plans to the agency. We will work with you and the agency for approval. Specifications for this project will be the agency's standard public works specifications.

- B. Final Site Plan** – Based on the site layout, plat, and civil engineering plans, JBI will prepare a final site plan which will show the buildings, proposed parking lot, fire lanes, drive access, parking, sidewalks, water, sewer, and drainage facilities and other information as required by the City for site plan approval. We will submit the final site plan along with the engineering plans and preliminary plat to the City and work with City staff for approval.
- C. Architectural Plans** – The design team will prepare construction documents for all of the approved buildings and other architectural elements of the project. JBI will coordinate the multi-disciplinary design team to prepare construction documents and specifications describing in detail the following specialized work to be performed:
1. Building plans, including floor plan, elevations, finishes, building details, and programmed equipment.
  2. Structural engineering plans including foundation, framing and miscellaneous items.
  3. MEP engineering plans including site and building electrical along with plumbing and HVAC design.
- D. Landscape Architecture** – Based on the approved preliminary landscape plans prepared as part of the Design Development Phase, JBI will prepare final landscape construction documents for the project. The final landscape plans will be prepared in accordance with City landscape requirements, and will include dimensional planting layout plans, planting notes, planting details and plant material descriptions, as well as any hardscape design programmed. Also included will be an automatic irrigation system design and installation details for the project area.
- E.** We will present the Construction Documents to the City for review and comment and will include the City's comments in the final drawings for approval. We will update our preliminary cost estimate to reflect the Construction Documents.
- F. Standards** – Final drawings are to comply with applicable City of Plano, AASHTO and TAS design standards.
- G.** The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- H.** JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- I. Technical Specifications** – JBI and the design team will prepare technical specifications for the work included in the construction plans (CSI format) and will assemble a complete project manual. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.

**3. Bidding Phase Services**

Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:

- A. Attend pre-bid conference (if any) and prepare meeting notes;
- B. Prepare addenda items (if necessary);
- C. Provide plan copies to plan rooms;
- D. Maintain and update plan holders list;
- E. Answer questions during the bidding process;
- F. Prepare a bid tabulation and review bids, and
- G. Make a recommendation for awarding the construction contract to the low and second low bidder.

**4. Construction Phase Services**

Construction Administration – During construction, JBI will perform the following construction administration services:

- A. Attend pre-construction conference;
- B. Review shop drawings and submittals;
- C. Respond to contractor Requests For Information (RFI);
- D. Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is in general accordance with the Contract Documents *Neither JBI nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project;*
- E. Prepare punch list of items to be completed or corrected;
- F. Provide consultation concerning the work in progress; and
- G. Perform final inspection review.

**SECTION II – ADDITIONAL SERVICES**

**1. Field Surveying:**

- A. Topographic Survey - JBI will perform an on-the-ground as-built and field topographic survey of the project area. This as-built survey will show the locations of all existing fixed site facilities and features including property corners, buildings, paving, structures, fences, parking lots, sidewalks, retaining walls, pole mounted light fixtures, visible utilities, landscaping and trees. The topographic survey will include spot elevations and contours at a one foot contour interval of the site areas where the proposed improvements are to be constructed. In addition, two (2) bench marks will be established at each park site.
- B. Boundary Survey - We will prepare an on-the-ground boundary survey in accordance with Texas Society of Professional Surveyors (TSPS) requirements for a Category 1A, Condition 2 Land Title Survey. This survey will be used in the preparation of plats for the project.

## 2. Platting

A. **Re-plat** – Using our boundary survey, we will prepare a re-plat for the property based on the City subdivision requirements. In general, the plat will show:

1. Lot layout and dimensions in accordance with zoning requirements;
2. Existing and proposed utility easements;
3. Existing and proposed fire lanes,
4. Proposed right-of-way dedications (if any); and
5. Other information as required by the City.

We will submit the preliminary plat to the City and work with you and City staff for approval, and will coordinate the obtaining of signatures and recording of the plat at the County

## 3. Texas Accessibility Standards:

JBI will submit a full-sized set of construction documents for the site plan and building to the Texas Department of Licensing and Regulation (TDLR) or an Registered Accessibility specialist (RAS) approved by the City for Texas Accessibility Standards (TAS) review and will work with their staff for plan approval and final project inspection. Based on the plan review, JBI will revise the construction documents accordingly. In addition, JBI will coordinate the final inspection of the work for TDLR approval after the improvements have been completed.

## 4. Geotechnical Investigation

JBI will obtain (from a sub consultant to JBI) a subsurface soils report for conditions near the parking lot area. 5-7 soil borings are anticipated. The subsequent geotechnical report will be used in the design of paving as well as the building footings and foundations.

## 4. Reimbursable Expenses (Not to Exceed \$5,000.00)

Reimbursable expenses are those incurred by JBI or our sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of five thousand (\$5,000.00) will not be exceeded by JBI without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services and similar incidentals.

## SECTION III – EXCLUSIONS

A. **Exclusions** – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:

- 1) Construction staking;
- 2) Complete topographic survey of the entire site or
- 3) Field survey beyond project area described;
- 4) Environmental impact statements or assessments;
- 5) Consulting services by others not included in this proposal;
- 6) Services beyond those described in Section I, or Section II;
- 7) CLOMR or LOMR reports or submittal to FEMA;
- 8) Hydrologic or hydraulic studies;
- 9) Corps of Engineer permitting;

- 10) Wetlands determination/delineation;
- 11) Renderings beyond those to show the concept plan;
- 12) Easement or ROW document preparation.

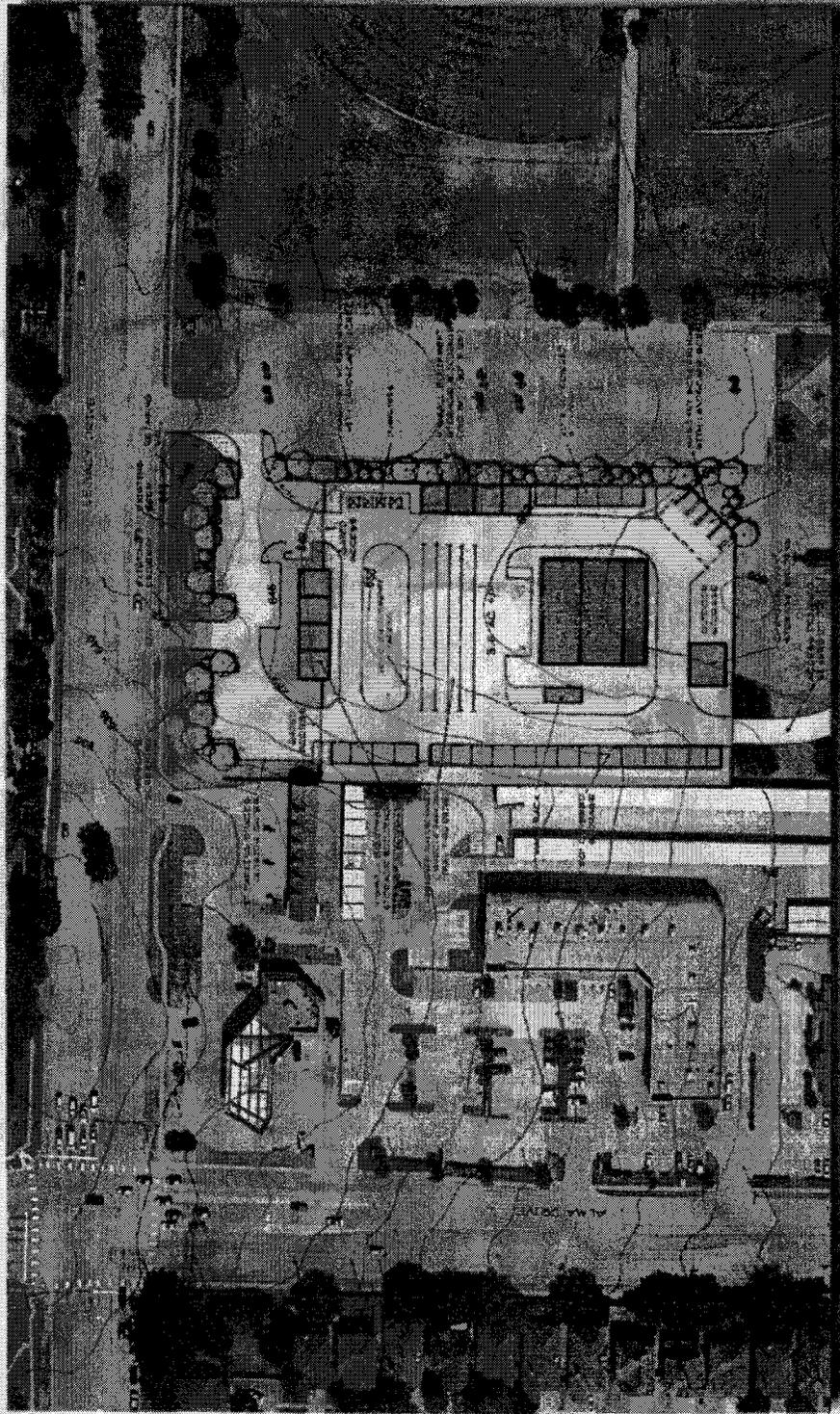
**B. Information to be provided by the City (subject to availability)**

- 1) All available "as-built" plans (including hardcopies and electronic files) for all pertinent paving, drainage and utility plans for the parking lot area;
- 2) The City shall coordinate all right-of-entry for surveys
- 3) Deed information for the site to be used in the location property corners and easement preparations.
- 4) The City shall coordinate all submittals with other City departments, if necessary.

**C. JBI Drawing Standards**

- 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
- 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet, and will have all X-Refs within that file bound to that particular sheet file.

EXHIBIT "A-1"



CONCEPT PLAN 2  
NEW ATHLETIC MAINTENANCE FACILITY

ENFIELD PARK PLANO, TEXAS  
JBI PARTNERS





16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT B**

**ENFIELD PARK ATHLETIC  
MAINTENANCE FACILITY**

**Schedule**

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

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item 1.	Design Development (Includes As-Built and Topographic Survey And Geotechnical Investigation)	8 Weeks
Item 2.	Construction Plans	16 Weeks
	<b>Total Project Design Time</b>	<b>24 weeks</b>

\*City review time, Bidding and Construction Phases are not included in the schedule.



16301 Quorum Drive  
Suite 200 B  
Addison, Texas 75001

T.972.248.7676  
F.972.248.1414

**EXHIBIT C**

**ENFIELD PARK ATHLETIC  
MAINTENANCE FACILITY**

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

**Design Fees**

**SECTION I - BASIC SERVICES**

1.	Design Development	\$	45,000
2.	Construction Documents	\$	162,500
3.	Bidding Phase Services	\$	3,500
4.	Construction Phase Services	\$	14,000
	<b>Total Basic Services</b>	<b>\$</b>	<b>225,000</b>

**SECTION II - ADDITIONAL SERVICES**

1.	Field Surveying	\$	12,000
2.	Platting	\$	8,000
	TAS Standards (Includes project registration fees, plan review fees and inspection fees).	\$	2,000
2.	Geotechnical Investigation	\$	6,000
4.	Reimbursable Expenses	\$	5,000
	<b>Total Additional Services</b>	<b>\$</b>	<b>33,000</b>

<b>PROJECT TOTAL</b>	<b>\$</b>	<b>258,000</b>
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**JBI PARTNERS, INC.  
HOURLY FEE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Principal/Associate	\$155 - \$250
Sr. Project Manager – Engineering	\$155
Project Manager – Engineering	\$140
Sr. Project Engineer	\$125
Project Engineer	\$110
Sr. Design Engineer	\$105
Design Engineer	\$90
Sr. Design Technician	\$100
Design Technician	\$85
Sr. CAD Technician	\$90
CAD Technician	\$70
Sr. Project Surveyor	\$130
Project Surveyor	\$110
Sr. Survey Technician	\$100
Survey Technician	\$80
2-Man Survey Crew	\$130
3-Man Survey Crew	\$150
Sr. Project Manager – Landscape Architecture	\$140
Project Manager – Landscape Architecture	\$125
Sr. Landscape Architect	\$120
Landscape Architect	\$105
Sr. Landscape Designer	\$95
Landscape Designer	\$80
Sr. Land Planner	\$120
Land Planner	\$80
Sr. Construction Manager	\$150
Construction Manager	\$120
Sr. Construction Estimator	\$100
Construction Estimator	\$80
Administrative Assistant	\$60

## 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.)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2014

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> McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway Suite 220 Dallas TX 75240	<b>CONTACT NAME:</b> Joe A Bryant <b>PHONE (A/C No. Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No):</b> (214) 503-8899													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Texas Mutual Insurance Company <i>A</i></td> <td>22945</td> </tr> <tr> <td>INSURER B: Beazley Insurance Company, Inc. <i>A</i></td> <td>37540</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Ins. Company <i>A+</i></td> <td>41262</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company <i>A+</i></td> <td>25658</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Co. of Am. <i>A+</i></td> <td>25666</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Company <i>A</i>	22945	INSURER B: Beazley Insurance Company, Inc. <i>A</i>	37540	INSURER C: Travelers Lloyds Ins. Company <i>A+</i>	41262	INSURER D: Travelers Indemnity Company <i>A+</i>	25658	INSURER E: Travelers Indemnity Co. of Am. <i>A+</i>	25666	INSURER F:
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INSURER F:															
<b>INSURED</b> JBI Partners, Inc.  16301 Quorum Drive, #200b Addison TX 75001															

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 19935

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b>	Y	Y	PACP1451L041	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
							\$
E	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA1447L501	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
D	<b>UMBRELLA LIAB</b>	Y	Y	CUP6594Y116	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y	N/A	TSF0001130687	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	N	Y	V1283C130201	5/1/2013	5/1/2014	Per Claim/Annual Aggregate \$ 2,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general (on a primary & non-contributory basis), auto (on a primary basis) and umbrella (follows form) liability coverages as required by contract. Waiver of Subrogation is shown in favor of the City of Plano on all policies. RE: Enfield Park Athletic Maintenance Facility

**CERTIFICATE HOLDER****CANCELLATION**

City of Plano - Parks Department Attn: Kevin Murray P. O. Box 860358  Plano TX 75086-0358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joe A Bryant</i>
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ACORD 25 (2010/05)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

JBI PARTNERS  
\_\_\_\_\_  
Name of Consultant

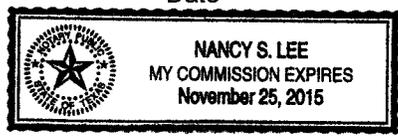
By:

  
\_\_\_\_\_  
Signature

Charles B. McKinney  
\_\_\_\_\_  
Print Name

Executive Vice President  
\_\_\_\_\_  
Title

2/13/14  
\_\_\_\_\_  
Date

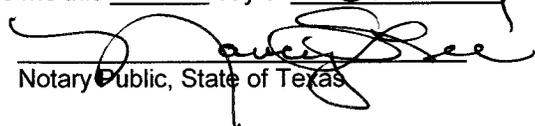


STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 13 day of February 2014.

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



# 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:		04/14/2014			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Katherine Crumbley x7479</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between AMS-TAOS USA Inc., a Nevada corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<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 through 2023/2024</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	30,016,602	0	<b>30,016,602</b>
Encumbered/Expended Amount		0	-1,674,000	-10,828,900	<b>-12,502,900</b>
This Item		0	-96,000	0	<b>-96,000</b>
BALANCE		0	28,246,602	-10,828,900	<b>17,417,702</b>
<b>FUND(S):     ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from AMS-TAOS USA Inc. to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. AMS-TAOS USA Inc. agrees to occupy at least 100,500 gross square feet of office space at 5556 Tennyson Parkway and transfer or create at least 80 Job Equivalents by 9/30/2014.					
<a href="http://goo.gl/maps/3zNPt">http://goo.gl/maps/3zNPt</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between AMS-TAOS USA Inc., a Nevada corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between AMS-TAOS USA Inc., a Nevada corporation, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 14th day of April, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and AMS-TAOS USA Inc., a Nevada corporation (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of developing and manufacturing high performance analog semi-conductors and plans to add Five Hundred Thousand Dollars (\$500,000) of Real Property improvements and Five Hundred Thousand Dollars (\$500,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 100,500 gross square feet of office space and transfer or create up to 80 Job Equivalents to be located on the Real Property for the term of this Agreement; and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

**WHEREAS**, the Council finds that the occupancy of at least 100,500 gross square feet of office space and the creation or transfer of up to 80 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

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

“Company” shall mean AMS-TAOS USA Inc., a Nevada corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 5556 Tennyson Parkway, Plano, Texas 75024.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until September 29, 2024, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

- (a) On or before September 30, 2014, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and
- (b) By September 30, 2014, create or transfer at least 80 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment

and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

- (c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of Ninety-Six Thousand Dollars (\$96,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By September 30, 2014, Company shall occupy the office space and transfer or create at least 80 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Ninety-Six Thousand Dollars (\$96,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not earlier than March 31, 2015 and not later than June 30, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(b) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.**

(c) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days after September 30, 2014 as set out in Section 4.02(a) and the loss is not the result of an event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job

Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Two Hundred Dollars (\$1,200) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02(b) above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02(b), the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

## **Article V Termination**

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **Article VI Retention and Accessibility of Records**

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

## **Article VIII Miscellaneous**

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

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

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Plano, Texas  
Attention: Mr. Bruce D. Glasscock  
City Manager  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

With a copy to:  
City of Plano, Texas  
Attention: Ms. Paige Mims  
City Attorney  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for the Company before relocation:  
AMS-TAOS USA Inc.  
Attention: Mr. Tim Hopson  
Controller  
1001 Klein Road, Suite 300  
Plano, TX 75074

If intended for the Company after relocation:  
AMS-TAOS USA Inc.  
Attention: Mr. Tim Hopson  
Controller  
5556 Tennyson Parkway  
Plano, TX 75024

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this

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

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

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

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

AMS-TAOS USA Inc., a Nevada  
corporation

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

Please select one of the options below before signing and returning the certification:

\_\_\_\_\_ a. I hereby certify that AMS-TAOS USA Inc. has occupied the office space at the Property and transferred or added at least 80 Job Equivalent positions at the Property by September 30, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that AMS-TAOS USA Inc. has failed to occupy the office space at the Property and/or has failed to transfer or add at least 80 Job Equivalent positions at the Property by September 30, 2014, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

AMS-TAOS USA Inc., a Nevada corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due not earlier than March 31, 2015 and not later than June 30, 2015.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-035

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select one of the options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that AMS-TAOS USA Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which AMS-TAOS USA Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that AMS-TAOS USA Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which AMS-TAOS USA Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

AMS-TAOS USA Inc., a Nevada corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2016, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358



# 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:		4/14/14		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Alicia Johnson as Assistant City Attorney I by the City Attorney; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
FISCAL YEAR:				
Budget	0	41,850	0	<b>41,850</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-41,850	0	<b>-41,850</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S): GENERAL FUND</b>				
<p><b>Comments:</b> Funding for this item, in the amount of \$41,850 (including benefits), for the remainder of 2013-14 is included in the approved 2013-14 Budget. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p>STRATEGIC PLAN GOAL: The hiring of an Assistant City Attorney I meets the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City Charter authorizes the City Attorney to select attorneys for hire with the approval of the City Council. It is the City Attorney's recommendation that Alicia Johnson be hired as an Assistant City Attorney I for the City Attorney's Office. See attached Memorandum regarding qualifications for the proposed new hire.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum			n/a	

## MEMORANDUM

**DATE:** April 14, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Paige Mims  
City Attorney

**SUBJECT: Hiring of Alicia Johnson as an Assistant City Attorney I**

---

In accordance with Section 4.05 of the Plano City Charter, I am requesting City Council approval of my selection of Alicia Johnson for the Assistant City Attorney I position to serve as a prosecutor for the Municipal Court. Ms. Johnson's qualifications are outlined below.

Ms. Johnson has 19 years experience as a prosecutor. She worked at the City of Fort Worth for over ten years where she served in the roles of city prosecutor and municipal judge. She has also served as interim City Attorney and later as a city prosecutor for the City of Blue Mound. She has extensive experience in criminal and juvenile law trials. She has experience in criminal code and traffic law trials. She has prosecuted Class C misdemeanors and City Code violations and is experienced in jury and non-jury trials.

She obtained a Juris Doctorate from Thurgood Marshall School of Law-Texas Southern University and a Bachelor of Arts in Business Administration from Dillard University in New Orleans.

Thank you for your consideration. If you have any questions, please let me know.

**A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Alicia Johnson as Assistant City Attorney I by the City Attorney; and providing an effective date.**

**WHEREAS**, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City as an employee of the City Attorney's Office; and

**WHEREAS**, the City Attorney has selected Alicia Johnson to be hired as Assistant City Attorney I and is requesting the City Council's approval of same.

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

**Section I.** The City Council approves the hiring by the City Attorney of Alicia Johnson as Assistant City Attorney I, such approval to be effective with the date of her employment and compliance with all prescreening requirements.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of April, 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:		4/14/2014			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow the employees of the Town of Fairview to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14 thru 2016-2017</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	2,000	6,000	<b>8,000</b>
BALANCE		0	2,000	6,000	<b>8,000</b>
<b>FUND(S):    GENERAL FUND</b>					
<b>COMMENTS:</b> Approval of this item will result in \$2,000 in annual revenue from the Town of Fairview to the City of Plano for employee training. The estimated annual amount of revenue to be earned in FY 2013-14 is \$2,000. The estimated future annual revenue amount is \$6,000, which will be earned if renewed annually. <b>STRATEGIC PLAN GOAL:</b> Providing employee training through an Interlocal Agreement relates to a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow the employees of the Town of Fairview to take classes offered by City of Plano Professional Development Center. The agreement shall commence on April 1, 2014 and end on March 31, 2015. The Town of Fairview, Texas shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to Plano. (City of Plano Tracking #2014-172-I)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow the employees of the Town of Fairview to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the Town of Fairview for educational services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 14th day of April, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE TOWN OF FAIRVIEW, TEXAS  
FOR TOWN OF FAIRVIEW EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM  
2014-172-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **TOWN OF FAIRVIEW, TEXAS**, a Home-Rule Town hereinafter referred to as "Fairview", as follows:

**WITNESSETH:**

**WHEREAS**, Plano and Fairview are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Fairview to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Fairview employees; and

**WHEREAS**, Fairview desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

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

**NOW, THEREFORE**, Plano and Fairview, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

This Agreement shall commence on April 1, 2014 and end on March 31, 2015. Fairview shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to Plano.

**II.  
THE PROGRAM**

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

**III.  
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Fairview shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Fairview shall provide Plano with required student-employee information for the purpose of registration and documentation. Fairview shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the Town of Fairview.
2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Fairview.

**IV.  
CONSIDERATION / FEES**

- A. Fairview shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Fairview will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Fairview having the revenues available for that contract term.
- B. Plano recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

**V.  
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Fairview shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

**VI.  
RELEASE AND HOLD HARMLESS**

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Fairview, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Fairview and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VII.  
NOTICE**

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

**Town of Fairview Representative:**

Judy Webster  
Human Resources Director  
Town of Fairview  
372 Town Place  
Fairview, Texas 75069  
T 972-886-4226

**City of Plano Representative:**

Debbie Speed  
Human Resources Training Manager  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
T 972-941-7217

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

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

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

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

**TOWN OF FAIRVIEW, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Julie Couch  
Title: TOWN MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Clark McCoy, TOWN ATTORNEY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Palmer-Boeck  
PURCHASING MANAGER

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **JULIE COUCH**, Town Manager, of **TOWN OF FAIRVIEW, TEXAS**, a Home-Rule Town, on behalf of said Town.

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

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **DIANE PALMER-BOECK**, Purchasing Manager, of **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

Training classes to be available to the City of Fairview employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half day class = \$65.00
Full day class = \$110.00
2 hour class = \$35.00
40 Hr. Conflict Mediation = \$ 335.00

#### Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

#### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.



# 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:		April 14, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 7151</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, annexing to the City of Plano, Texas, a total of 1.035± acres of land located within the right-of-way of W. Park Boulevard approximately 750± feet west of Plano Parkway, 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, Collin County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date. Applicant: City of Plano</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>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no financial impact.  <b>STRATEGIC PLAN GOAL:</b> 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.</p>				
<b>SUMMARY OF ITEM</b>				
<p>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. The City Council held public hearings on March 18, 2014 and March 24, 2014, and this ordinance finalizes the annexation of the right-of-way.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, annexing to the City of Plano, Texas, a total of 1.035± acres of land located within the right-of-way of W. Park Boulevard approximately 750± feet west of Plano Parkway, 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, Collin County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date.**

**WHEREAS**, the following described tract of land is adjoining the present city limits of the City of Plano, and the City Council of the City of Plano desires to annex and make the same a part of the City of Plano, Texas; and

**WHEREAS**, after publication of notice as required by V.T.C.A., Local Government Code, Chapters 42 and 43 (municipal annexation statutes), a public hearing was held in the Senator Florence Shapiro Council Chambers of the City of Plano on March 18, 2014, and a further public hearing was held in the Senator Florence Shapiro Council Chambers of the City of Plano on March 24, 2014, providing all persons an opportunity to voice their opinion, and the Council considered all testimony presented at said meetings; and

**WHEREAS**, the City Council of the City of Plano has considered a Service Plan providing for the extension of municipal services to the area to be annexed; and

**WHEREAS**, the members of the City Council of the City of Plano have now concluded that said area should be annexed and made a part of the City of Plano, Texas and that the Service Plan considered in connection with this annexation should be approved and adopted.

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

**Section I.** The property described in Exhibit "A" attached hereto is hereby annexed to the City of Plano, Texas, and the boundary limits of the City of Plano are hereby extended to include the following described territory within the city limits of the City of Plano, Texas, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Plano, and shall be bound by the acts, ordinances, resolutions and regulations of said City.

**Section II.** The Service Plan considered in connection with this annexation, a copy of which is attached hereto as Exhibit "B", is hereby approved and adopted.

**Section III.** The Director of Planning of the City of Plano is hereby authorized and directed to change the official city limits map to reflect the annexation accomplished by this Ordinance.

**Section IV.** It is not the intention of the City of Plano to annex any territory not legally subject to being annexed by said City, and should any portion of the above-described territory not be subject to legal annexation by the City of Plano, such fact will not prevent the City from annexing such territory which is described above and is subject to legal annexation by the City, and it is the intention of the City of Plano to annex only such territory as may be legally annexed by it within the limits of the above-described area.

**Section V.** This Ordinance shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## Annexation A2014-01

BEING approximately 1.035 acres of land lying in the John M. Myers Survey, Abstract No. 619, the J. W. Haynes Survey, Abstract No. 458, and the Mary Ann Taylor Survey, Abstract No. 897, situated in Collin County, Texas, and being more particularly described as follows:

BEGINNING within the right-of-way of W. Park Boulevard (F.M. 544) at the northeast corner of that certain called 3.14 acre City Limit parcel to the City of Plano as described in Ordinance No. 2013-8-14, approved August 26, 2013; said point being in the south line of that certain called 797.7073 acre City Limit parcel to the City of Plano described in Exhibit B in Ordinance No. 78-11-6, approved November 13, 1978;

THENCE South, 89° 35' 25" East, departing the east line of said Ordinance No. 2013-8-14 and along the south line of said Exhibit B, Ordinance No. 78-11-6, a distance of 491.60 feet to the west line of that certain called 36.12 acre City Limit parcel to the City of Plano, described in Exhibit A in Ordinance No. 78-11-6, approved November 13, 1978 for the southeast corner of said Exhibit B;

THENCE South, 01° 48' 17" West, traveling across said right-of-way of W. Park Boulevard and along the west line of said Exhibit A, Ordinance No. 78-11-6, a distance of 93.34 feet to the southwest corner of said Exhibit A, Ordinance No. 78-11-6, same being in the approximate south right-of-way line of said W. Park Boulevard;

THENCE North, 89° 12' 01" West, departing the southwest corner of said Exhibit A, Ordinance No. 78-11-6 and along said approximate south right-of-way line of W. Park Boulevard, a distance of 492.40 feet to the southeast corner of said Ordinance No. 2013-8-14;

THENCE North, 01° 19' 30" East, along the east line of said Ordinance No. 2013-8-14, a distance of 90.00 feet to the POINT OF BEGINNING and CONTAINING approximately 1.035 acres (0.0016 square miles) of land, more or less.

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.

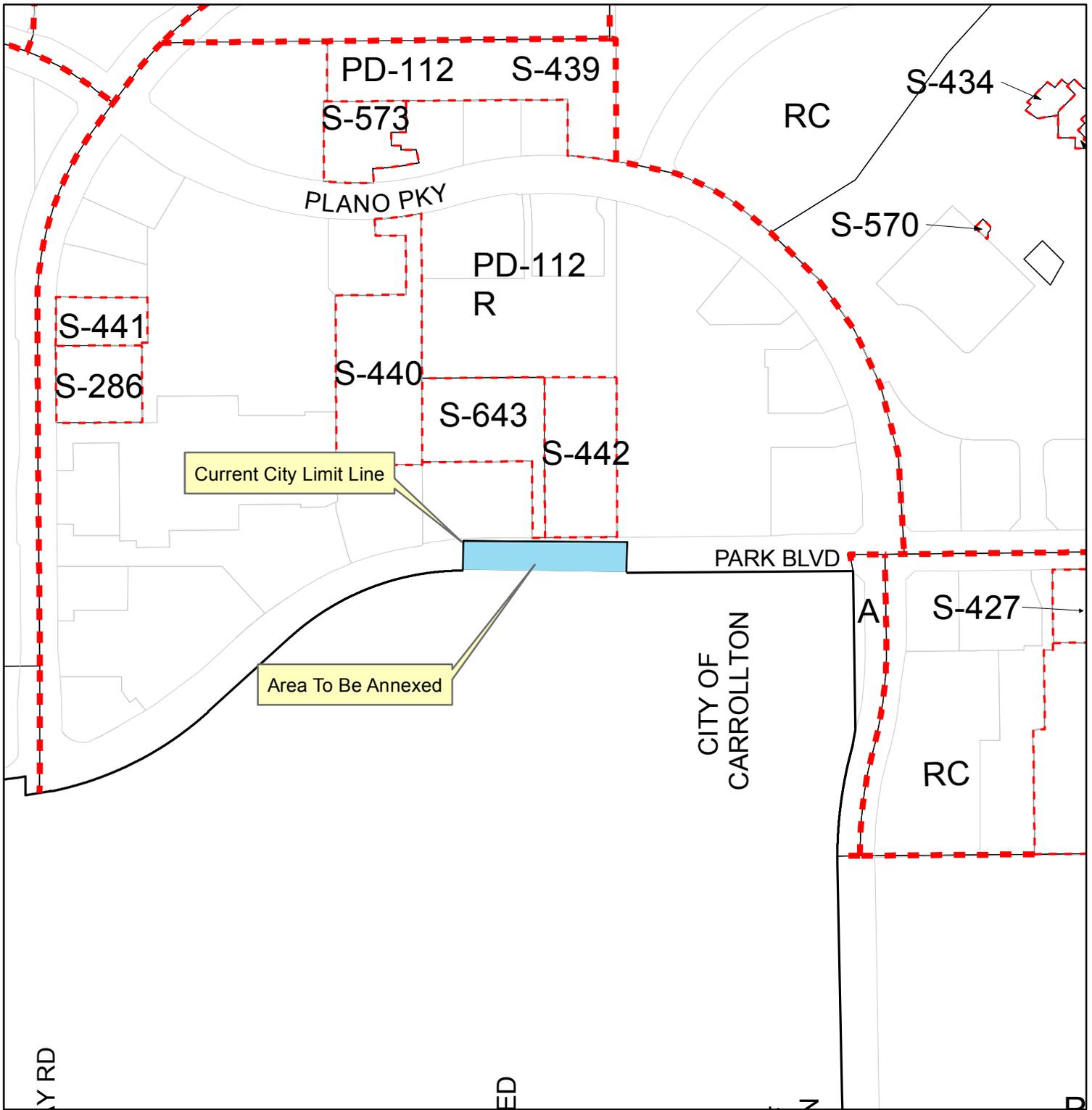
(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall 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.

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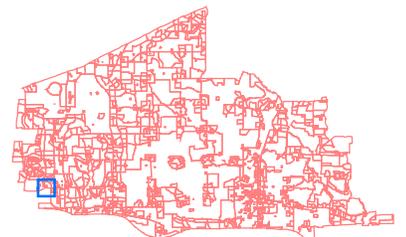
OWNER

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DATE



# ANNEXATION CASE #2014-01



○ 200' Notification Buffer



# 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:		April 14, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>D. Carter ext. 7151</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-01 - Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. Zoned Research/Technology Center. Applicant: Flextronics International USA, Inc.				
<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>				
At its March 3, 2014 meeting, the Planning & Zoning Commission denied this request with prejudice by a vote of 6-1. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Appeal from Applicant		Planning & Zoning Commission		
1st Vice Chair Report				
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Aerial Map				
Zoning Exhibit				

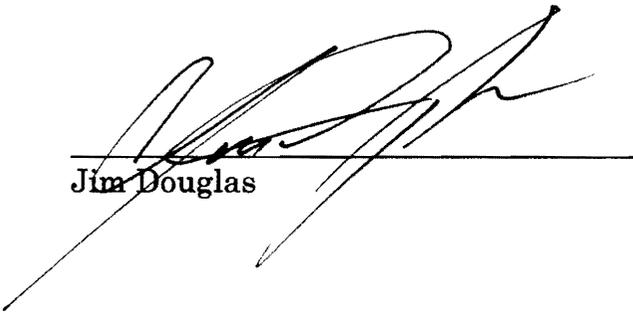
dp

**DOUGLAS PROPERTIES, INC.**

2309 Avenue K, Suite 100  
Plano, Texas 75074  
972-422-1658 Office 972-516-2254 Fax  
douglas.properties@yahoo.com

March 17, 2014

Douglas Properties, Inc. would like to appeal to the City Council on our Zoning and Concept Plan for Beck Creek Estates (Zoning Case #2014-01).



Jim Douglas

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**ZONING CASE 2014-01 AND CONCEPT PLANO FOR BECK CREEK ESTATES**

APRIL 1, 2014

FIRST VICE CHAIRMAN'S REPORT

**Agenda Item No.** 6A - Public Hearing

**Zoning Case 2014-01** - Request to rezone 45.8 acres from Research/Technology to Single-Family Residence-6 located on the west side of Northstar Road , 610 feet south of Plano Parkway.

**Applicant:** Flextronics International USA, Inc.

**Staff Recommendation:** Staff recommended denial of the zoning change.

**Commission Action:** After hearing from the Applicant and then four speakers against the request (including three neighboring property owners), some discussion was held by the commission prior to a motion to deny the requested zoning change with prejudice being made by First Vice Chair Barbera and seconded by Commissioner Bender. The motion was approved with a vote of 6-1. Commissioner Pittman voted against the motion but then later added he "hit the wrong button."

Comments made in support of the motion to deny with prejudice included:

- The RT district should be preserved as the district is the economic backbone of East Plano.

**Additional Comments:** On a motion made by Commissioner Pittman and seconded by Commissioner Hilburn, the Concept Plan associated with Zoning Case 2014-01 was denied with prejudice as well, by a unanimous vote.

Respectfully Submitted,



M. Nathan Barbera  
First Vice Chair  
City of Plano Planning & Zoning Commission

**DATE:** March 4, 2014  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of March 3, 2014

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2014-01  
APPLICANT: FLEXTRONICS INTERNATIONAL USA, INC.**

Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. Zoned Research/Technology Center.

**APPROVED:** \_\_\_\_\_ **DENIED:** 6-1 **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 4

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

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

**STIPULATIONS:**

Denied with prejudice. The Commissioner voting in opposition did not state a reason for their opposition.

EH/av

xc: Timothy Stewart, Flextronics International USA, Inc.  
Jim Douglas, Douglas Properties, Inc.

<http://goo.gl/maps/e5UIz>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 3, 2014

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2014-01

**Applicant:** Flextronics International USA, Inc.

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**DESCRIPTION:**

Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. Zoned Research/Technology Center.

**REMARKS:**

The applicant is requesting to rezone 45.8± acres from Research/Technology Center (RT) to Single-Family Residence-6 (SF-6) located on the west side of North Star Road, 610± feet south of Plano Parkway. The subject property is currently undeveloped.

The existing RT zoning district is intended to create a low-density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. The requested SF-6 zoning district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

A concept plan, Beck Creek Estates, accompanies this request.

**History**

The subject property has been zoned RT since 1998. The applicant submitted a request to rezone this property to SF-6 in August, 2013. In October, 2013, the Planning & Zoning Commission voted 6-1 to deny the rezoning request. The Commission believed it was important to maintain this area as part of the “core” RT zoning district, and was concerned about limiting future development opportunities for large commercial users while also creating land use compatibility issues for existing adjacent commercial properties. The applicant did not appeal the zoning request to City Council, as allowed under Subsection 6.110 of Section 6.100 (Procedural Steps of Zoning Petitions and Amendments) of the Zoning Ordinance.

## **Surrounding Land Use and Zoning**

To the west of the subject property, the land is zoned RT and is developed as office and limited assembly/manufacturing. To the north, the property is also zoned RT and is partially developed as office showroom/warehouse and manufacturing. To the east, across North Star Road, the properties are undeveloped, but are zoned SF-6. Douglas Otto Middle School is located further east. The property to the south is located within the City of Richardson and is currently undeveloped and zoned for industrial uses. Further south, across the creek, is an existing single family residential subdivision in Richardson.

## **Conformance to the Comprehensive Plan**

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

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

**School Capacity** - The proposed development is located in the Plano Independent School District (PISD). This area is served by Stinson Elementary, Douglas Otto Middle School, Williams High School and Plano East Senior High. At this time, and based upon current attendance boundaries, PISD has determined that there is not sufficient additional capacity at Stinson Elementary or Plano East Senior High School.

**Public Safety Response Time** - Based upon existing personnel, equipment and facilities, fire emergency response times would exceed the Fire Department's stated response time goal of 6 minutes for 90% of their calls.

**Access to and Availability of Amenities and Services** - The subject property does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. A proposed hike and bike trail is planned south of Douglas Otto Middle School and extending under the overhead transmission lines to the east to connect with Breckenridge Park in the City of Richardson. The connection to Breckenridge Park is approximately one mile east of the subject property.

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

## **ISSUES:**

### **Research/Technology Center (RT) Intent and the Economic Development Element of the Comprehensive Plan**

As noted above, the RT zoning district is intended to create a low-density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. In addition, the Economic Development Element of the Comprehensive Plan encourages the preservation of land in employment centers, such as the RT area, for future economic development. The element states that:

“Rezoning requests must be carefully examined to ensure that proposed locations are suitable for residential development and that Plano’s economic viability is not being jeopardized in order to accommodate short-term demand. The availability of undeveloped “greenfield” sites is vital to encourage expansion and relocation of businesses. Therefore, the city should preserve land along the expressway corridors and in the employment centers for future economic development opportunities.”

Rezoning the subject property for residential uses prohibits future expansion opportunities for the existing light-intensity manufacturing business to the north and west, and limits future opportunities for similar and/or supporting uses to locate on the property.

The subject property should be preserved for employment and future economic development opportunities in accordance with the RT zoning district and Future Land Use Plan. Additionally, rezoning these parcels from RT to SF-6 will reduce the number of large sites (greater than 20 acres) zoned RT, thereby limiting opportunities for economic and employment growth. Through discussions with the Commission in April 2012, the City Council reaffirmed the city’s land use policies for preserving land for economic development and employment opportunities.

### **Boundary for Residential Development in the RT Area**

In Fall 2010, approximately 70 acres east of the subject property was rezoned from PD-202-Research/Technology Center District to SF-6 and Single-Family Residence-Attached (SF-A). Following these rezoning cases, the City Council requested a review of the existing RT district and directed staff to work with the Commission to develop a new plan for RT. At the Council’s request, the Commission evaluated the boundaries of the RT area, including analyzing appropriate uses for any areas that might be removed from the RT. After the assessment, the Commission determined that the area west of Bradshaw Drive constitutes the “core” of the RT district and should remain intact; Council concurred during March 2011.

The subject property falls within the areas that constitute the “core” of the RT district that the Commission and Council recommended to remain intact. Therefore, this request is not consistent with the Commission and Council’s direction regarding the boundaries of the RT district. In addition, the proposed rezoning removes one of the larger vacant commercial properties within an area that is reserved for employment centers and future economic development opportunities.

### **Impact on City Services and Availability of Amenities and Services**

In April 2012, the Council adopted interim amendments to the Comprehensive Plan which included recommendations pertaining to the use of the city’s undeveloped land. One of those recommendations is applicable to this zoning request:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. South of the existing Douglas Otto Middle School, the city has a planned trail extension eastward under the overhead transmission lines which will eventually tie in to Breckenridge Park in Richardson. The nearest neighborhood park is Shoshoni Park which is located on the north side of 14th Street, west of Shiloh Road. Additionally, PISD representatives have stated that Stinson Elementary School and Plano East Senior High School do not have additional capacity available. Finally, this site exceeds the response times for public safety response personnel.

### **Surrounding Zoning Districts and Land Uses**

Although the requested single-family residential zoning is consistent with the existing residential zoning to the east, the requested single-family residential zoning is not consistent with the adjacent RT zoning to the north and west. Businesses locate in commercial districts where comparable uses are allowed and that may have like operations such as truck traffic, loading operations, increased noise levels, and lighting. Introducing residential uses in a commercial area could discourage businesses from locating in the area. Locating residential uses in an area that has historically been zoned for nonresidential uses and where businesses are already located creates land use compatibility issues. Furthermore, staff is concerned that the existing light-intensity manufacturing developments to the north and west could be incompatible with future residential neighborhoods.

Lastly, there is a one-acre, undeveloped parcel to the east of the subject property which has not been included within the scope of this zoning request. This property is zoned RT and could create land use compatibility issues if the subject property were rezoned to SF-6. Additionally, due to the size of the parcel and the location of easements on the property, it may be undevelopable if left with non-contiguous RT zoning. If residential zoning is determined to be appropriate for the subject property, this parcel should also be considered for residential zoning.

## **Proposed Public School**

As shown in the companion concept plan for Beck Creek Estates, the applicant is proposing SF-6 zoning to allow for residential homes as well as the possibility of a public primary school on the subject property. Staff has discussed this area with representatives from PISD, and there are currently no plans to construct a school in this area. If a school was proposed for this location, staff would have concerns regarding land use compatibility issues which could occur due to the adjacent RT zoning. Additionally, staff would have concerns regarding school traffic as the site has access solely from North Star Road. Furthermore, the Zoning Ordinance allows public secondary schools by right in all zoning districts, including RT. This zoning request has no impact on PISD's right to construct a school on the subject property.

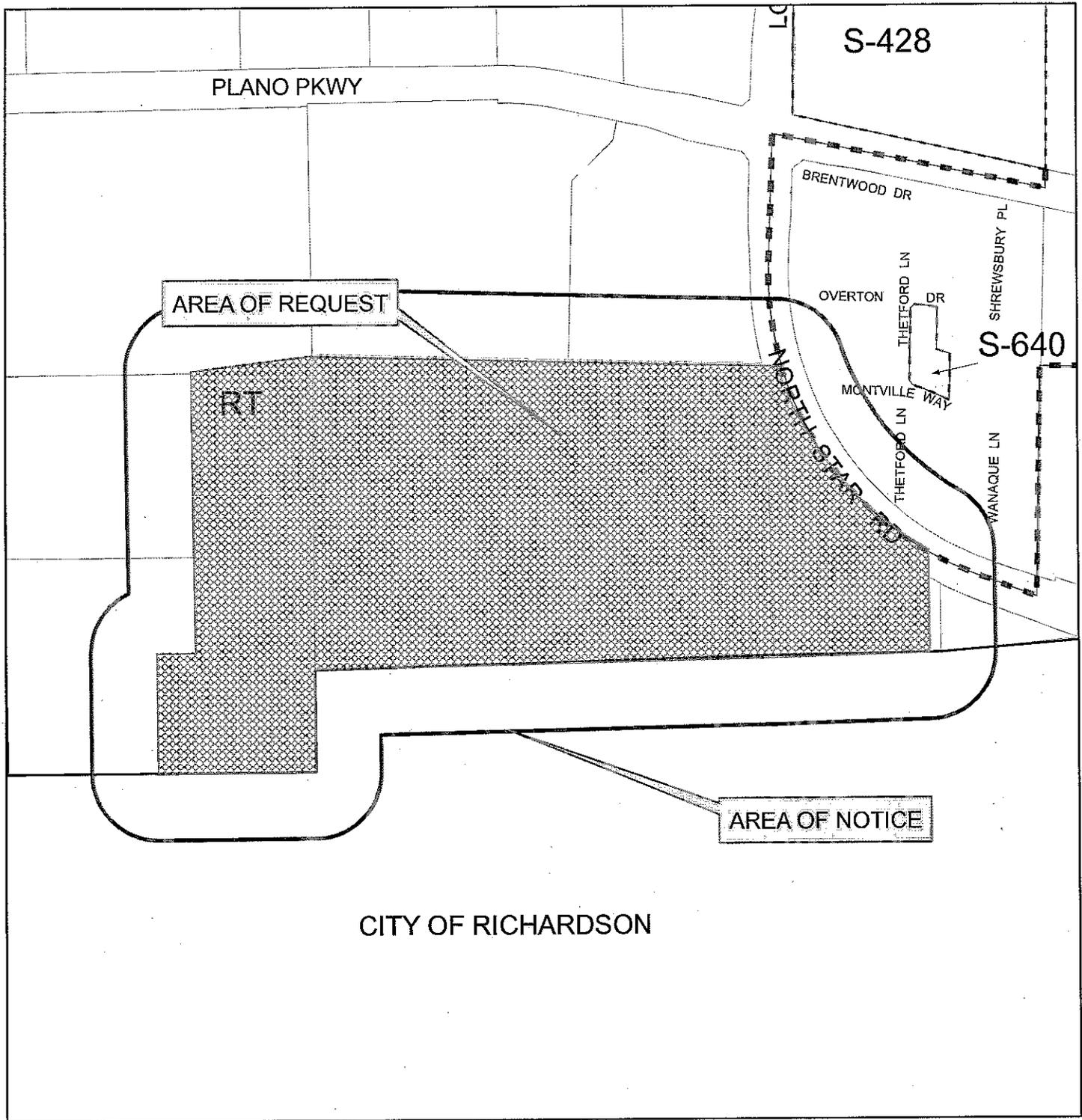
## **Summary**

The applicant is requesting to rezone 45.8± acres from RT to SF-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan which recommends Research/Technology Center, and it is not consistent with the city's land use policies regarding the preservation of land within employment centers for economic development and employment opportunities. The proposed rezoning also conflicts with the Commission and Council's direction regarding preserving the "core" RT area, and more recently the direction received from the Commission and Council during April 2012, regarding the use of the city's remaining undeveloped land.

Although residential zoning currently exists to the east, across North Star Road, and to the south, overall, staff believes the proposed location is not appropriate for single-family uses. The current RT zoning allows numerous nonresidential uses that are more suitable at this location than what is being proposed. Single-family uses at the proposed location will not be the best and most appropriate use for the site. Therefore, staff recommends denial of the requested rezoning from RT to SF-6.

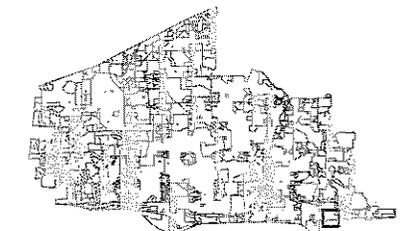
## **RECOMMENDATION:**

Recommended for denial.



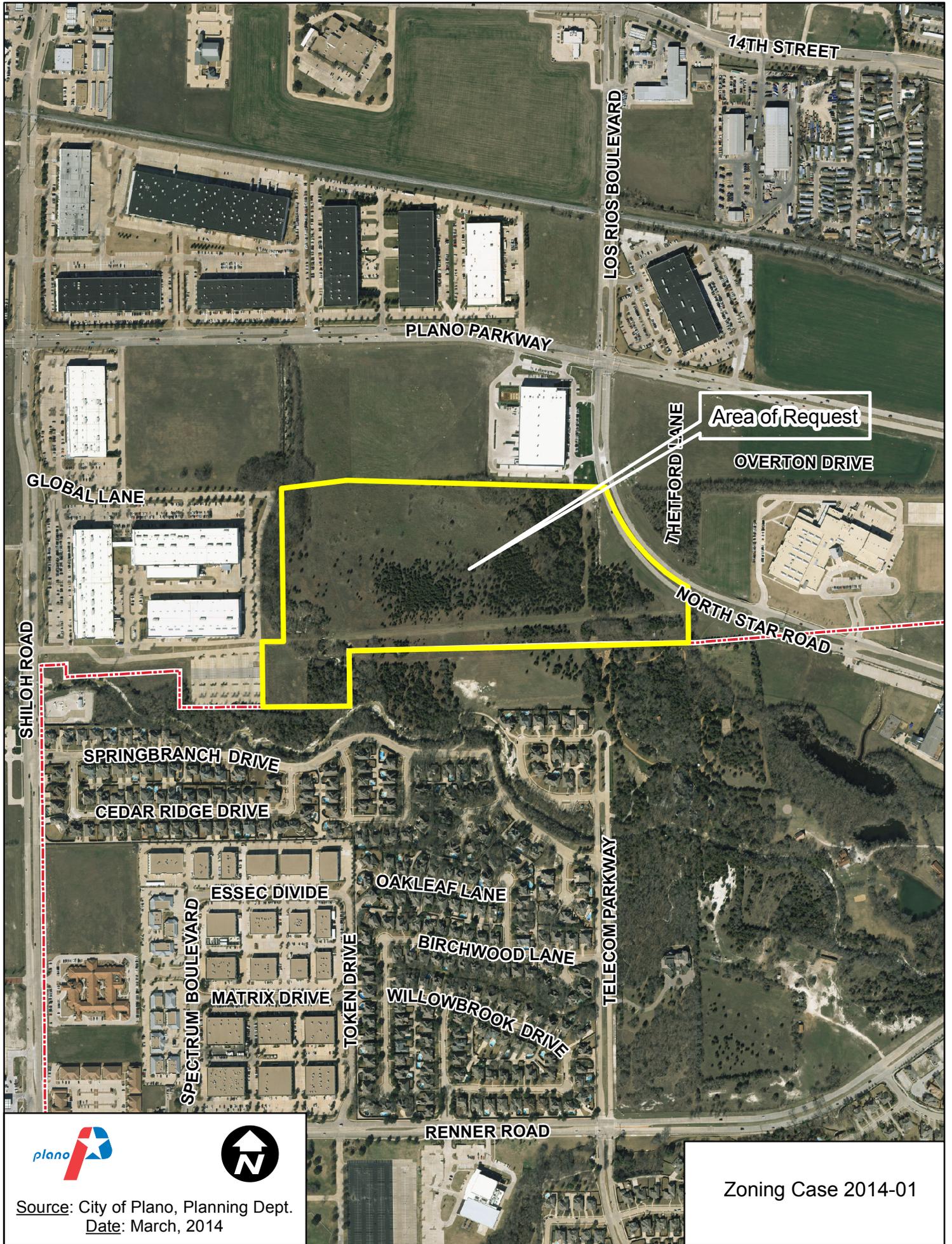
Zoning Case #: 2014-01

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer





Area of Request

GLOBAL LANE

PLANO PARKWAY

LOS RIOS BOULEVARD

14TH STREET

OVERTON DRIVE

THETFORD LANE

NORTH STAR ROAD

SHILOH ROAD

SPRINGBRANCH DRIVE

CEDAR RIDGE DRIVE

ESSEC DIVIDE

OAKLEAF LANE

BIRCHWOOD LANE

MATRIX DRIVE

TOKEN DRIVE

WILLOWBROOK DRIVE

SPECTRUM BOULEVARD

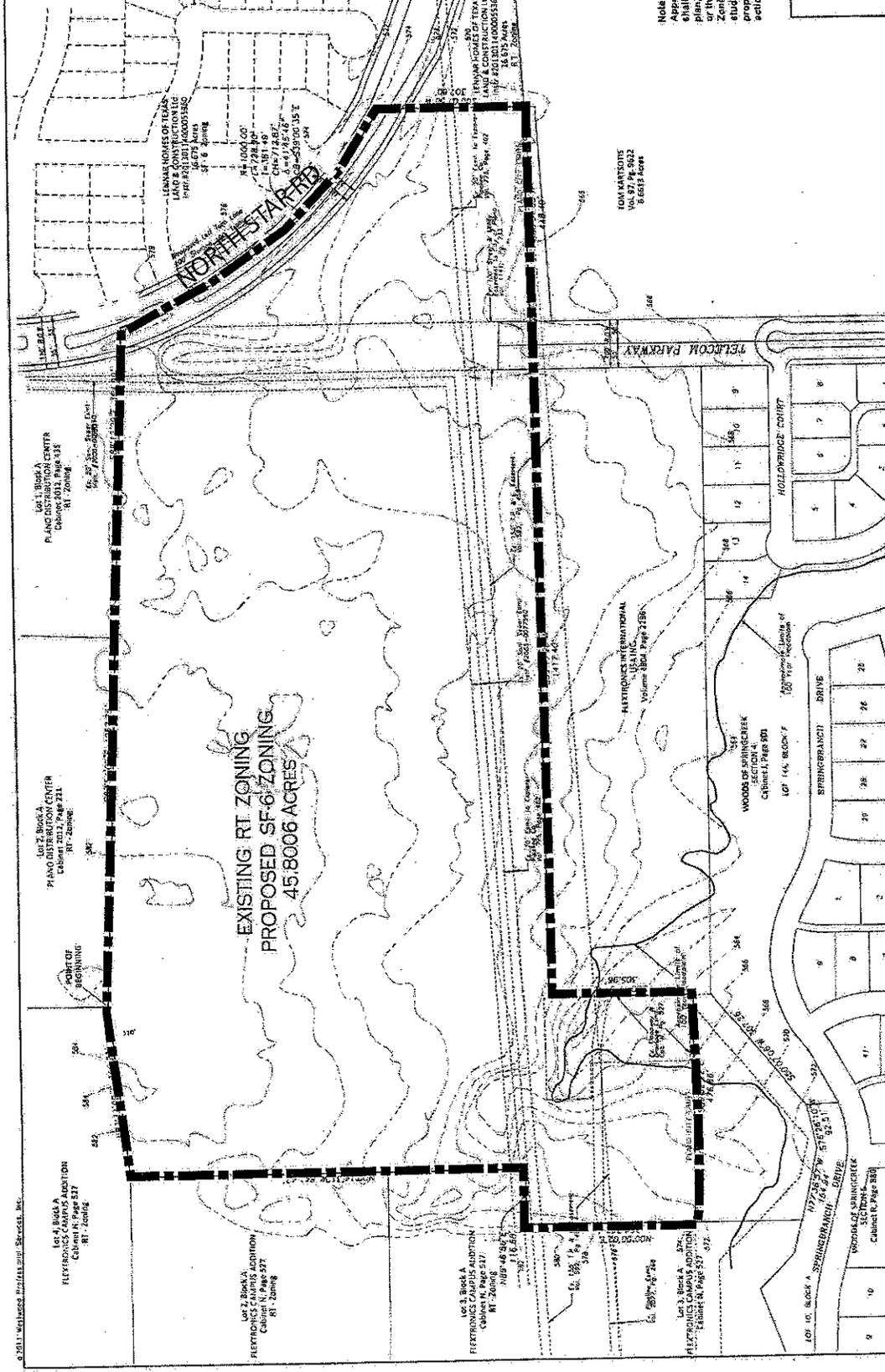
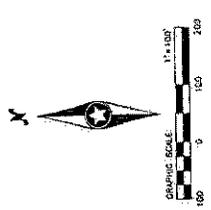
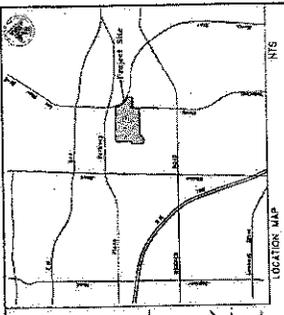
TELECOM PARKWAY

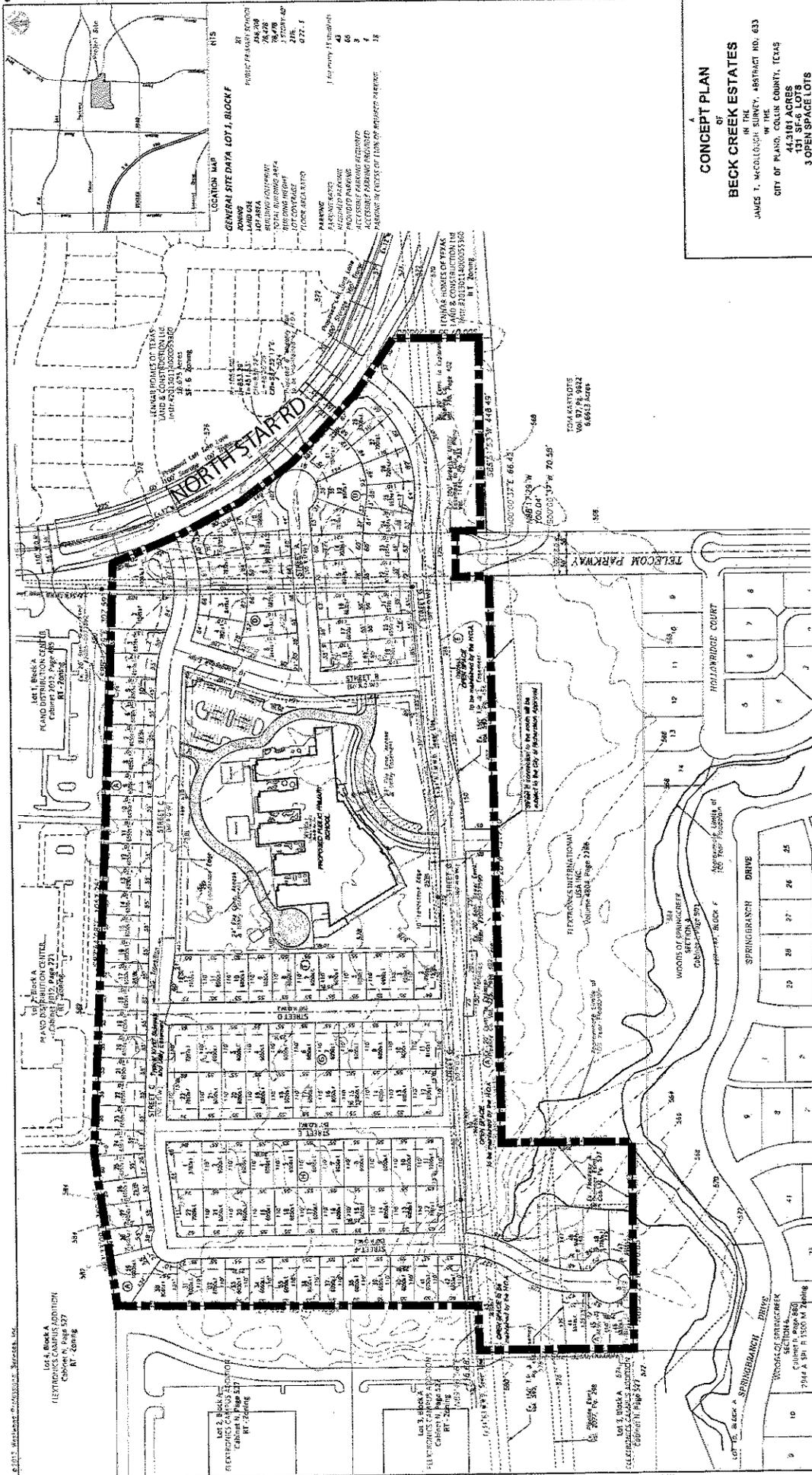
RENNER ROAD



Source: City of Plano, Planning Dept.  
Date: March, 2014

Zoning Case 2014-01



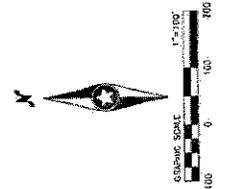


**CONCEPT PLAN**  
 OF  
**BECK CREEK ESTATES**  
 IN THE  
 COUNTY OF DALLAS, TEXAS  
 CITY OF PLANO, TEXAS  
 131 SPACE LOTS  
 3 OPEN SPACE LOTS  
 1 SCHOOL LOT  
 FEBRUARY 26, 2014

OWNER: BECK CREEK ESTATES, L.P.  
 2000 W. WINDY HILL DRIVE, SUITE 100  
 PLANO, TEXAS 75075  
 TEL: 972.420.2000  
 WWW.BECKCREEKESTATES.COM

DEVELOPER: BECK CREEK ESTATES, L.P.  
 2000 W. WINDY HILL DRIVE, SUITE 100  
 PLANO, TEXAS 75075  
 TEL: 972.420.2000  
 WWW.BECKCREEKESTATES.COM

ENGINEER: TIFTON ENGINEERING  
 1100 W. WINDY HILL DRIVE, SUITE 100  
 PLANO, TEXAS 75075  
 TEL: 972.420.2000  
 WWW.TIFTONENGINEERING.COM



- NOTES**
1. NO ENCROACHMENT INTO THE FLOODPLAIN.
  2. LOT 43 & 56, BLOCK A, & LOT 1, BLOCK E, ARE OPEN SPACE LOTS TO BE MAINTAINED BY THE HOA.
  3. STREET F MAY BE SUBJECT TO EASEMENT F.

**DATE:** March 18, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of March 17, 2014

**AGENDA ITEM NO. 7 - PUBLIC HEARING  
ZONING CASE 2014-03  
APPLICANT: COMMODORE PARTNERS, LTD.**

Request for a Specific Use Permit for Hospital and a Specific Use Permit for Helistop on 30.4± acres located at the southeast corner of Preston Road and Rasor Boulevard. Zoned Planned Development-159-General Office/Preston Road Overlay District. Neighborhood #9.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

**Hospital SUP:** Recommended for approval as submitted.

**Helistop SUP:** Recommended for approval when operated in conjunction with a hospital.

**FOR CITY COUNCIL MEETING OF:** April 14, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: Court Westcott, Commodore Partners, Ltd.  
Dallas Cothrum, Masterplan  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/ZjHEk>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 17, 2014

**Agenda Item No. 7**

**Public Hearing:** Zoning Case 2014-03

**Applicant:** Commodore Partners, Ltd.

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**DESCRIPTION:**

Request for a Specific Use Permit for Hospital and a Specific Use Permit for Helistop on 30.4± acres located at the southeast corner of Preston Road and Rasor Boulevard. Zoned Planned Development-159-General Office/Preston Road Overlay District. Neighborhood #9.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Hospital and an SUP for Helistop. The subject property is a 30.4± acre undeveloped tract located at the southeast corner of Preston Road and Rasor Boulevard. The current zoning is Planned Development-159-General Office (PD-159-O-2). A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines hospital as an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities, or training facilities as licensed by the State of Texas. A helistop is defined as an area of land or water or a structural surface which is used, or intended for use, for the landing and taking off of helicopters. No refueling, maintenance, repairs, or storage of helicopters is permitted.

To the west of the subject property, across Preston Road, are existing general office developments zoned Commercial Employment. To the north, across Rasor Boulevard, is existing retail and a bank zoned PD-20-Mixed-Use. To the east are existing multifamily residences zoned PD-490-Multifamily Residence-2. To the south is an existing general office development zoned PD-159-O-2.

### **Hospital SUP Request**

The requested hospital SUP is consistent with existing medical and other nonresidential developments in the Preston Road corridor. At the southwest corner of Preston Road and Hedgcoxe Road, there is an existing hospital development (with a helistop). The subject property has frontage along Preston Road and Rasor Boulevard which will allow for suitable access for the hospital's potential high traffic demands. The eastern portion of the subject property is within the floodplain and contains vegetation which will serve as a natural buffer from the existing multifamily residences. Further, the applicant will be required to construct a six-foot masonry screening wall along the eastern property line.

### **Helistop SUP Request**

The requested helistop SUP is requested in conjunction with the proposed hospital development. Section 3.106 (Heliports, Helistops, and Airports) of the Zoning Ordinance requires helistops to meet certain setbacks from residential zoning; however, these provisions do not apply to helistops operated in conjunction with hospitals for medical emergency flight purposes. Staff believes that the approval of the SUP is appropriate since it is common for regional hospitals to have helistops associated with emergency operations. There are four other regional hospitals within Plano that also have helistops associated with their emergency operations.

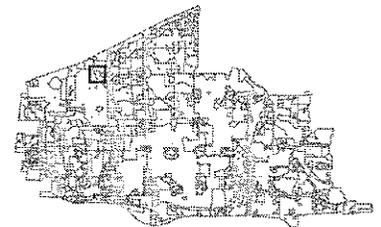
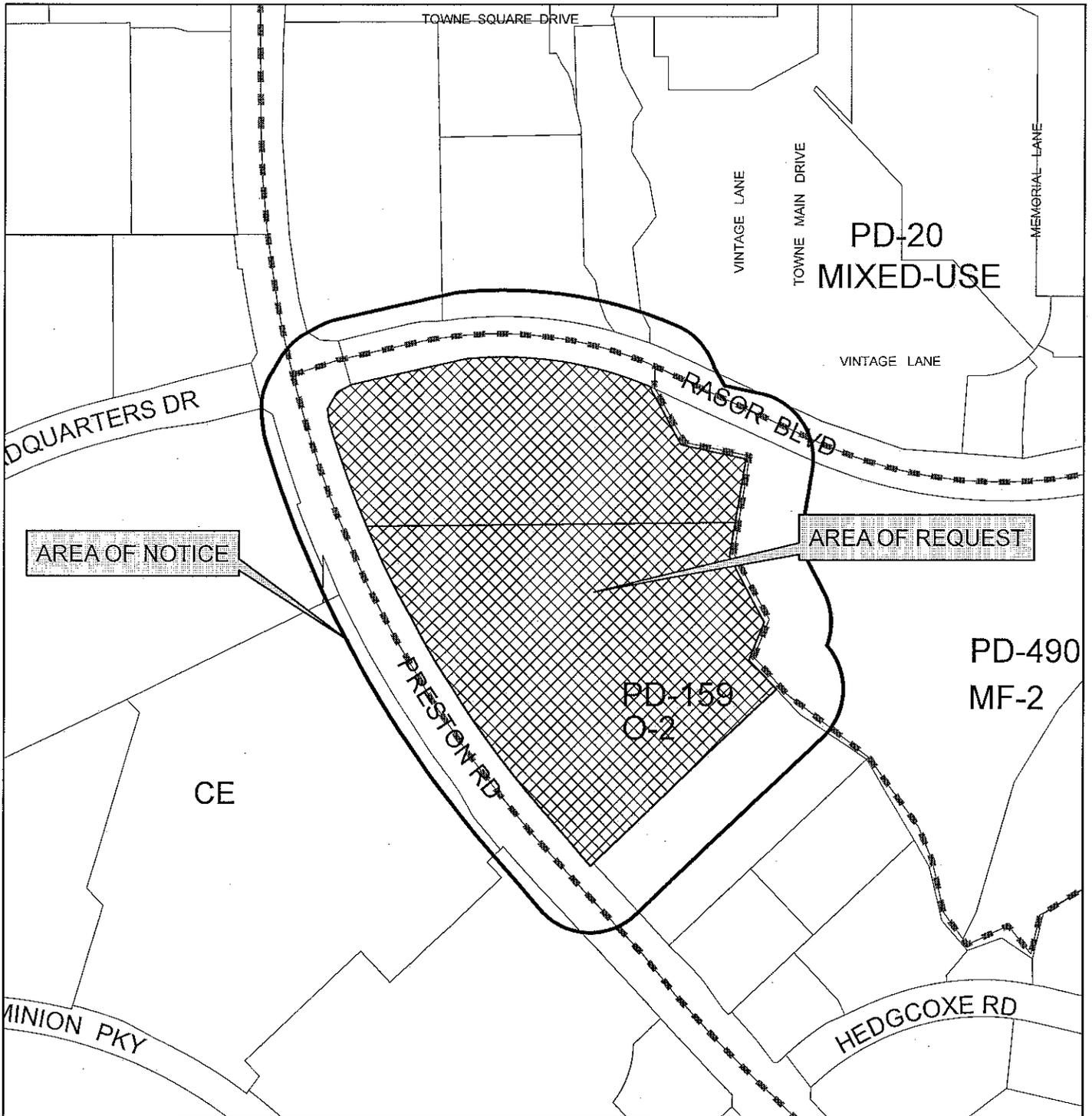
### **Summary**

The applicant is requesting an SUP for hospital and an SUP for helistop. Staff believes the proposed location is appropriate for a hospital and helistop given the existing surrounding zoning and land uses. Therefore, staff recommends approval of the requested SUPs for hospital and helistop.

### **RECOMMENDATION:**

**Hospital SUP:** Recommended for approval as submitted.

**Helistop SUP:** Recommended for approval when operated in conjunction with a hospital.

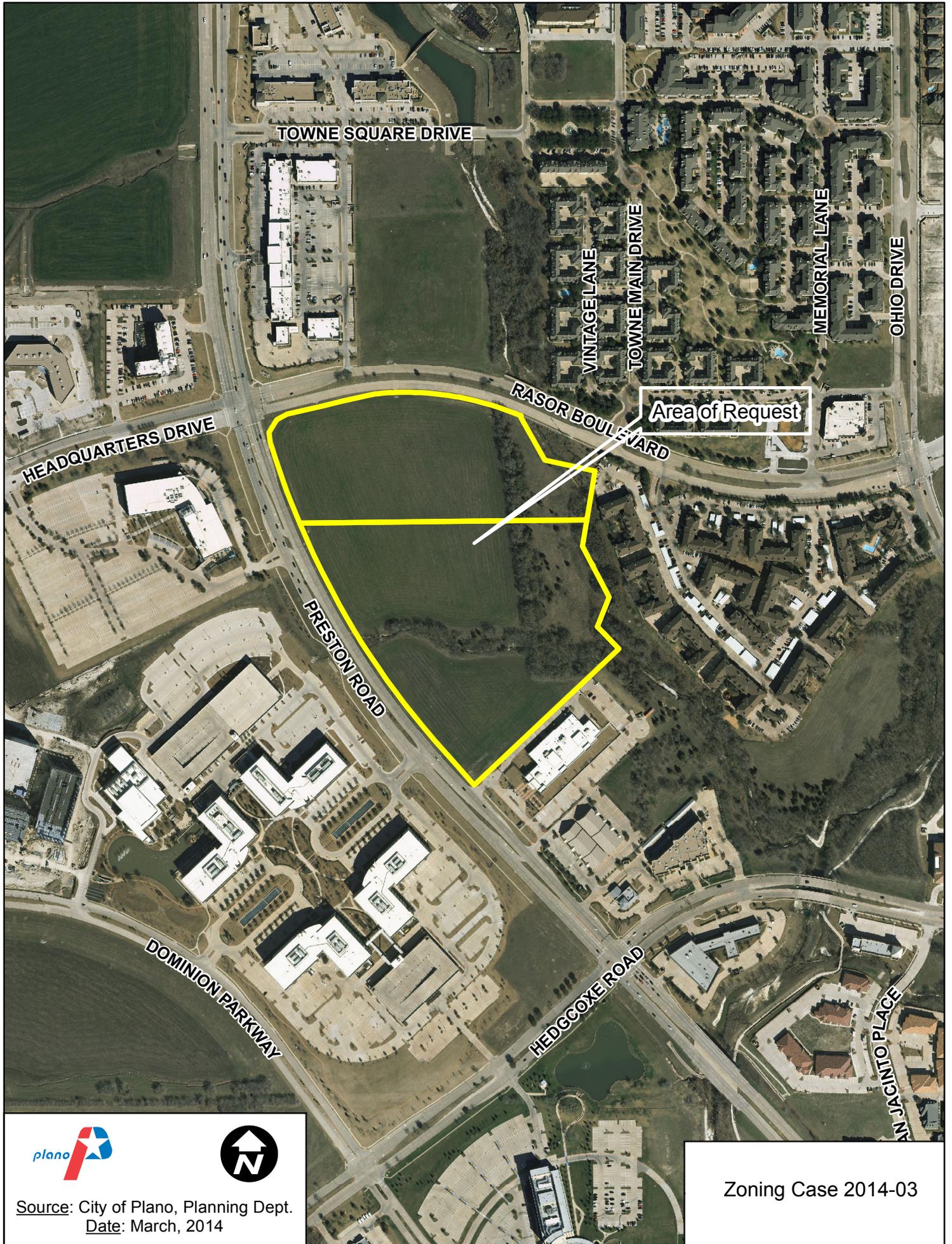


Zoning Case #: 2014-03

Existing Zoning: PLANNED DEVELOPMENT-159-GENERAL OFFICE/  
PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer





Des Server:2/19/2014, X:\Dept\P&Z Locators & Graphics\Z2014-03A.mxd



Source: City of Plano, Planning Dept.  
Date: March, 2014

Zoning Case 2014-03



## Zoning Case 2014-03

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Razor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of April, 2014, for the purpose of considering granting Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Razor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of April, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Razor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 644 for the additional use of Hospital and Specific Use Permit No. 645 for the additional use of Helistop on 30.4± acres of land out of the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

The helistop must be operated in conjunction with a hospital.

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

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

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

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

**Section VII.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of

any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

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

**PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2014.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

Zoning Case 2014-03

BEING all of that certain lot, tract, or parcel of land situated in the William Brown Survey, Abstract No. 66 and the Collin County School Land Survey No. 7, Abstract No. 153, City of Plano, Collin County, Texas, and said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the south corner of a corner cut-off located at the present intersection of the south right-of-way line of Razor Road (a variable width right-of-way) with the east right-of-way line of State Highway 289 (Preston Road, a variable width right-of-way);

THENCE North, 30° 58' 21" East, 56.89 feet along said corner cut-off to a 1/2-inch iron rod found for corner in the south line of Razor Road;

THENCE North, 61° 46' 43" East, 45.91 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner;

THENCE North, 77° 20' 19" East, 201.18 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner;

THENCE North, 77° 49' 10" East, 150.00 feet along the south line of Razor Road to a 1/2-inch iron rod found for corner at the beginning of a curve to the right having a central angle of 28° 41' 18" and a radius of 1,140.00 feet bearing South, 04° 36' 07" East;

THENCE around said curve along the south line of Razor Road, a distance of 570.60 feet to a 1/2-inch iron rod found at the northwest corner of Lot 1, Block A of Jefferson on the Bend, an addition to the City of Plano, Collin County, Texas, recorded in Cabinet I, Slide 910 of the Plat Records of Collin County, Texas;

THENCE South, 02° 42' 50" West, 7.91 feet along the west line of said Lot 1 to a 1/2-inch iron rod found for corner;

THENCE South, 28° 18' 01" East, 187.84 feet along the west line of said Lot 1 to a 5/8-inch iron rod found for corner;

THENCE South, 77° 07' 05" East, 199.15 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 10° 26' 25" West, 295.95 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 26° 57' 56" East, 223.06 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 22° 43' 28" West, 122.29 feet along the west line of said Lot 1 to a point for corner (unable to set);

THENCE South, 42° 28' 20" East, 186.33 feet along the west line of said Lot 1 to a point at the north corner (unable to set) of Lot 2, Block A of Lots 1 & 2, Block A, Preston One Addition, recorded in Cabinet P, Slide 848 of the Plat Records of Collin County, Texas;

THENCE South, 47° 37' 08" West, 771.07 feet along the north line of said Lot 2 to a 1/2-inch iron rod found for corner in the east line of State Highway 289;

THENCE North, 40° 11' 25" West, 529.55 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 30° 64' 22" West, 196.25 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 57° 55' 28" East, 40.00 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 37° 32' 27" West, 48.62 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

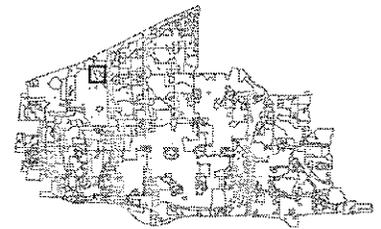
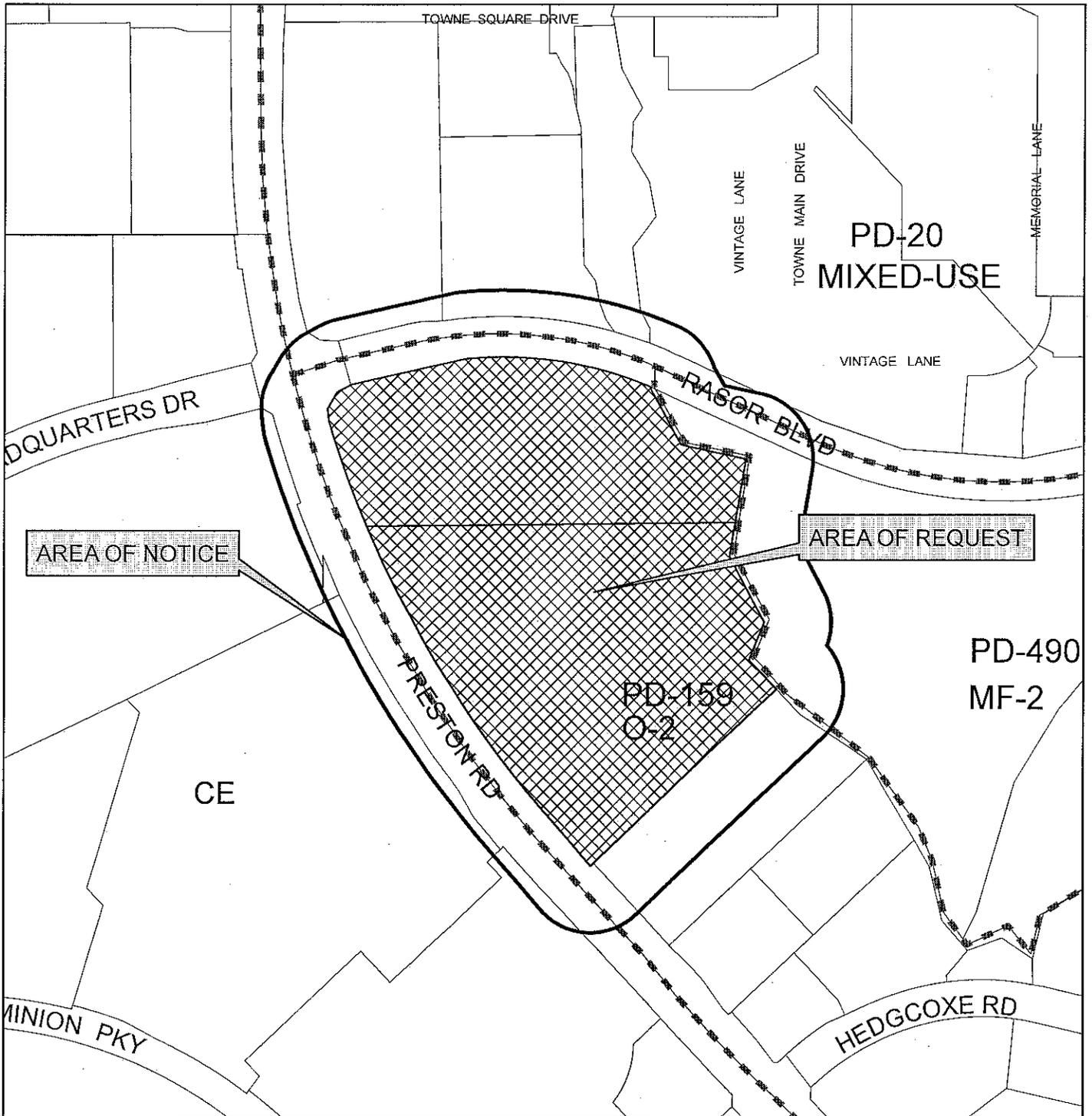
THENCE North, 62° 26' 07" West, 57.13 feet along the east line of State Highway 289 to a 5/8-inch iron rod found for corner;

THENCE North, 30° 37' 16" West, 294.09 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 21° 28' 40" West, 294.21 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 16° 36' 50" West, 195.91 feet along the east line of State Highway 289 to a 1/2-inch iron rod found for corner;

THENCE North, 06° 42' 59" West, 53.53 feet along the east line of State Highway 289 to the POINT OF BEGINNING and CONTAINING 1,323,497.91 square feet or 30.3833 acres of land.



Zoning Case #: 2014-03

Existing Zoning: PLANNED DEVELOPMENT-159-GENERAL OFFICE/  
PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer



**ASSURANCE OF PROPERTY SURVEY**

CONDUCTED BY: [Name] FOR: [Client Name]  
 DATE: [Date]  
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1989 AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS IN THE STATE OF TEXAS. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THE PROPERTY DESCRIBED HEREIN. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THE PROPERTY DESCRIBED HEREIN. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THE PROPERTY DESCRIBED HEREIN.

Block 01 contains 01 sections, 01 sections of 01.0000 acre each, total area of 01.0000 acres.  
 Block 02 contains 02 sections, 02 sections of 02.0000 acre each, total area of 04.0000 acres.  
 Block 03 contains 03 sections, 03 sections of 03.0000 acre each, total area of 09.0000 acres.  
 Block 04 contains 04 sections, 04 sections of 04.0000 acre each, total area of 16.0000 acres.  
 Block 05 contains 05 sections, 05 sections of 05.0000 acre each, total area of 25.0000 acres.  
 Block 06 contains 06 sections, 06 sections of 06.0000 acre each, total area of 36.0000 acres.  
 Block 07 contains 07 sections, 07 sections of 07.0000 acre each, total area of 49.0000 acres.  
 Block 08 contains 08 sections, 08 sections of 08.0000 acre each, total area of 64.0000 acres.  
 Block 09 contains 09 sections, 09 sections of 09.0000 acre each, total area of 81.0000 acres.  
 Block 10 contains 10 sections, 10 sections of 10.0000 acre each, total area of 100.0000 acres.

Block 11 contains 11 sections, 11 sections of 11.0000 acre each, total area of 121.0000 acres.  
 Block 12 contains 12 sections, 12 sections of 12.0000 acre each, total area of 144.0000 acres.  
 Block 13 contains 13 sections, 13 sections of 13.0000 acre each, total area of 169.0000 acres.  
 Block 14 contains 14 sections, 14 sections of 14.0000 acre each, total area of 196.0000 acres.  
 Block 15 contains 15 sections, 15 sections of 15.0000 acre each, total area of 225.0000 acres.  
 Block 16 contains 16 sections, 16 sections of 16.0000 acre each, total area of 256.0000 acres.  
 Block 17 contains 17 sections, 17 sections of 17.0000 acre each, total area of 289.0000 acres.  
 Block 18 contains 18 sections, 18 sections of 18.0000 acre each, total area of 324.0000 acres.  
 Block 19 contains 19 sections, 19 sections of 19.0000 acre each, total area of 361.0000 acres.  
 Block 20 contains 20 sections, 20 sections of 20.0000 acre each, total area of 400.0000 acres.

Block 21 contains 21 sections, 21 sections of 21.0000 acre each, total area of 441.0000 acres.  
 Block 22 contains 22 sections, 22 sections of 22.0000 acre each, total area of 484.0000 acres.  
 Block 23 contains 23 sections, 23 sections of 23.0000 acre each, total area of 529.0000 acres.  
 Block 24 contains 24 sections, 24 sections of 24.0000 acre each, total area of 576.0000 acres.  
 Block 25 contains 25 sections, 25 sections of 25.0000 acre each, total area of 625.0000 acres.  
 Block 26 contains 26 sections, 26 sections of 26.0000 acre each, total area of 676.0000 acres.  
 Block 27 contains 27 sections, 27 sections of 27.0000 acre each, total area of 729.0000 acres.  
 Block 28 contains 28 sections, 28 sections of 28.0000 acre each, total area of 784.0000 acres.  
 Block 29 contains 29 sections, 29 sections of 29.0000 acre each, total area of 841.0000 acres.  
 Block 30 contains 30 sections, 30 sections of 30.0000 acre each, total area of 900.0000 acres.

Block 31 contains 31 sections, 31 sections of 31.0000 acre each, total area of 961.0000 acres.  
 Block 32 contains 32 sections, 32 sections of 32.0000 acre each, total area of 1024.0000 acres.  
 Block 33 contains 33 sections, 33 sections of 33.0000 acre each, total area of 1089.0000 acres.  
 Block 34 contains 34 sections, 34 sections of 34.0000 acre each, total area of 1156.0000 acres.  
 Block 35 contains 35 sections, 35 sections of 35.0000 acre each, total area of 1225.0000 acres.  
 Block 36 contains 36 sections, 36 sections of 36.0000 acre each, total area of 1296.0000 acres.  
 Block 37 contains 37 sections, 37 sections of 37.0000 acre each, total area of 1369.0000 acres.  
 Block 38 contains 38 sections, 38 sections of 38.0000 acre each, total area of 1444.0000 acres.  
 Block 39 contains 39 sections, 39 sections of 39.0000 acre each, total area of 1521.0000 acres.  
 Block 40 contains 40 sections, 40 sections of 40.0000 acre each, total area of 1600.0000 acres.

Block 41 contains 41 sections, 41 sections of 41.0000 acre each, total area of 1681.0000 acres.  
 Block 42 contains 42 sections, 42 sections of 42.0000 acre each, total area of 1764.0000 acres.  
 Block 43 contains 43 sections, 43 sections of 43.0000 acre each, total area of 1849.0000 acres.  
 Block 44 contains 44 sections, 44 sections of 44.0000 acre each, total area of 1936.0000 acres.  
 Block 45 contains 45 sections, 45 sections of 45.0000 acre each, total area of 2025.0000 acres.  
 Block 46 contains 46 sections, 46 sections of 46.0000 acre each, total area of 2116.0000 acres.  
 Block 47 contains 47 sections, 47 sections of 47.0000 acre each, total area of 2209.0000 acres.  
 Block 48 contains 48 sections, 48 sections of 48.0000 acre each, total area of 2304.0000 acres.  
 Block 49 contains 49 sections, 49 sections of 49.0000 acre each, total area of 2401.0000 acres.  
 Block 50 contains 50 sections, 50 sections of 50.0000 acre each, total area of 2500.0000 acres.

Block 51 contains 51 sections, 51 sections of 51.0000 acre each, total area of 2601.0000 acres.  
 Block 52 contains 52 sections, 52 sections of 52.0000 acre each, total area of 2704.0000 acres.  
 Block 53 contains 53 sections, 53 sections of 53.0000 acre each, total area of 2809.0000 acres.  
 Block 54 contains 54 sections, 54 sections of 54.0000 acre each, total area of 2916.0000 acres.  
 Block 55 contains 55 sections, 55 sections of 55.0000 acre each, total area of 3025.0000 acres.  
 Block 56 contains 56 sections, 56 sections of 56.0000 acre each, total area of 3136.0000 acres.  
 Block 57 contains 57 sections, 57 sections of 57.0000 acre each, total area of 3249.0000 acres.  
 Block 58 contains 58 sections, 58 sections of 58.0000 acre each, total area of 3364.0000 acres.  
 Block 59 contains 59 sections, 59 sections of 59.0000 acre each, total area of 3481.0000 acres.  
 Block 60 contains 60 sections, 60 sections of 60.0000 acre each, total area of 3600.0000 acres.

Block 61 contains 61 sections, 61 sections of 61.0000 acre each, total area of 3721.0000 acres.  
 Block 62 contains 62 sections, 62 sections of 62.0000 acre each, total area of 3844.0000 acres.  
 Block 63 contains 63 sections, 63 sections of 63.0000 acre each, total area of 3969.0000 acres.  
 Block 64 contains 64 sections, 64 sections of 64.0000 acre each, total area of 4096.0000 acres.  
 Block 65 contains 65 sections, 65 sections of 65.0000 acre each, total area of 4225.0000 acres.  
 Block 66 contains 66 sections, 66 sections of 66.0000 acre each, total area of 4356.0000 acres.  
 Block 67 contains 67 sections, 67 sections of 67.0000 acre each, total area of 4489.0000 acres.  
 Block 68 contains 68 sections, 68 sections of 68.0000 acre each, total area of 4624.0000 acres.  
 Block 69 contains 69 sections, 69 sections of 69.0000 acre each, total area of 4761.0000 acres.  
 Block 70 contains 70 sections, 70 sections of 70.0000 acre each, total area of 4900.0000 acres.

**PLANS A-1-P**

EX-10 PLOT 18 ADD. LOT 1, BLK A

PD 20 Mixed Use

WHITESTONE HEADQUARTERS VILLAGE LLC HEADQUARTERS VILLAGE, LOT 1, BK 1

WHITESTONE HEADQUARTERS VILLAGE LLC HEADQUARTERS VILLAGE, LOT 2, BK 1

HAGGER SQUARE

UPR AT DICKER LLC UNDERWAY SQUARE

MISSOURI GATE LLC JEFFERSON ON THE BEND

PD 480 MIT 2

NETWORK ASSOCIATES INC. NETWORK ASSOCIATES, LOT 1 BLK A

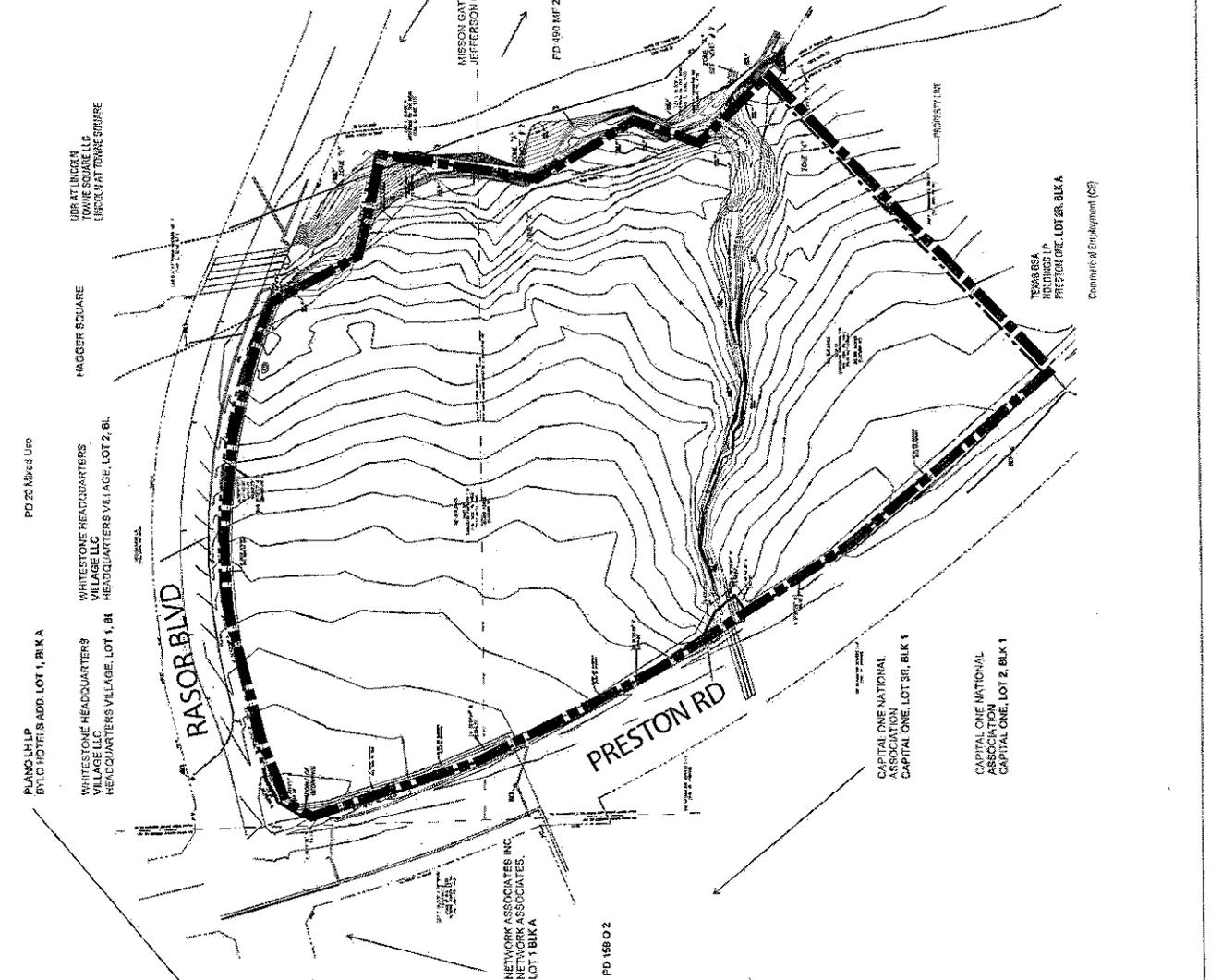
PD 158 O 2

CAPITAL ONE NATIONAL ASSOCIATION CAPITAL ONE, LOT 3R, BLK 1

CAPITAL ONE NATIONAL ASSOCIATION CAPITAL ONE, LOT 2, BLK 1

TEXAS GSA HOLDINGS LP PRESTON ONE, LOT 2R, BLK A

Commercial Employment (CE)



**VICINITY MAP**

(NOT TO SCALE)

1" = 100'

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**ZONING NOTE:**

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plan, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plans or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

RECEIVED

MAR 03 2014

PLANNING DEPT.

BRHC-Zoning Exhibit-FR-20140226

HKS

Masterplan

80.368 ACRE TRACT

LOCATED IN THE CITY OF PLANO, TEXAS

BEING OUT OF THE WILLIAM BROWN SURVEY

SURVEY NO. 7

COLLIN COUNTY, TEXAS

**DATE:** March 18, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of March 17, 2014

**AGENDA ITEM NO. 8 - PUBLIC HEARING  
ZONING CASE 2014-04  
APPLICANT: CITY OF PLANO**

Request to rezone 14.6± acres located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive from Light-Industrial-1 to Corridor Commercial. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** April 14, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Wayne Snell, Permit Services Manager

<http://goo.gl/maps/r54wn>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 17, 2014

**Agenda Item No. 8**

**Public Hearing:** Zoning Case 2014-04

**Applicant:** City of Plano

---

**DESCRIPTION:**

Request to rezone 14.6± acres located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive from Light-Industrial-1 to Corridor Commercial. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

**REMARKS:**

This is a request to rezone an undeveloped 14.6± acre tract located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive from Light Industrial-1 (LI-1) to Corridor Commercial (CC). The existing LI-1 zoning district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

The requested zoning is CC. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

**Surrounding Land Use and Zoning**

The property to the north, across Mapleshade Lane, is zoned LI-1 and is partially developed as a public/private utility. To the east, the property is undeveloped and is zoned LI-1. To the south is additional undeveloped land, zoned CC. To the west, across Silverglen Drive, the property is partially developed as a hotel and is zoned CC.

**Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Major Corridor Development. The CC zoning request is in conformance with the Future Land Use Plan.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available via extensions of existing services within Mapleshade Lane and Silverglen Drive.

### **Extension of Mapleshade Lane and Appropriate Future Surrounding Zoning**

This property is part of a large undeveloped parcel. Staff has discussed the rezoning of this area to CC with property owner representatives and they have consented to the zoning change. The subject property is located south of Mapleshade Lane. Along the frontage road of State Highway 190, the land is zoned CC. To the north and east of the subject property, Mapleshade Lane was recently extended to connect to the frontage road of State Highway 190. This right-of-way extension subdivided the remainder of the LI-1 zoned property.

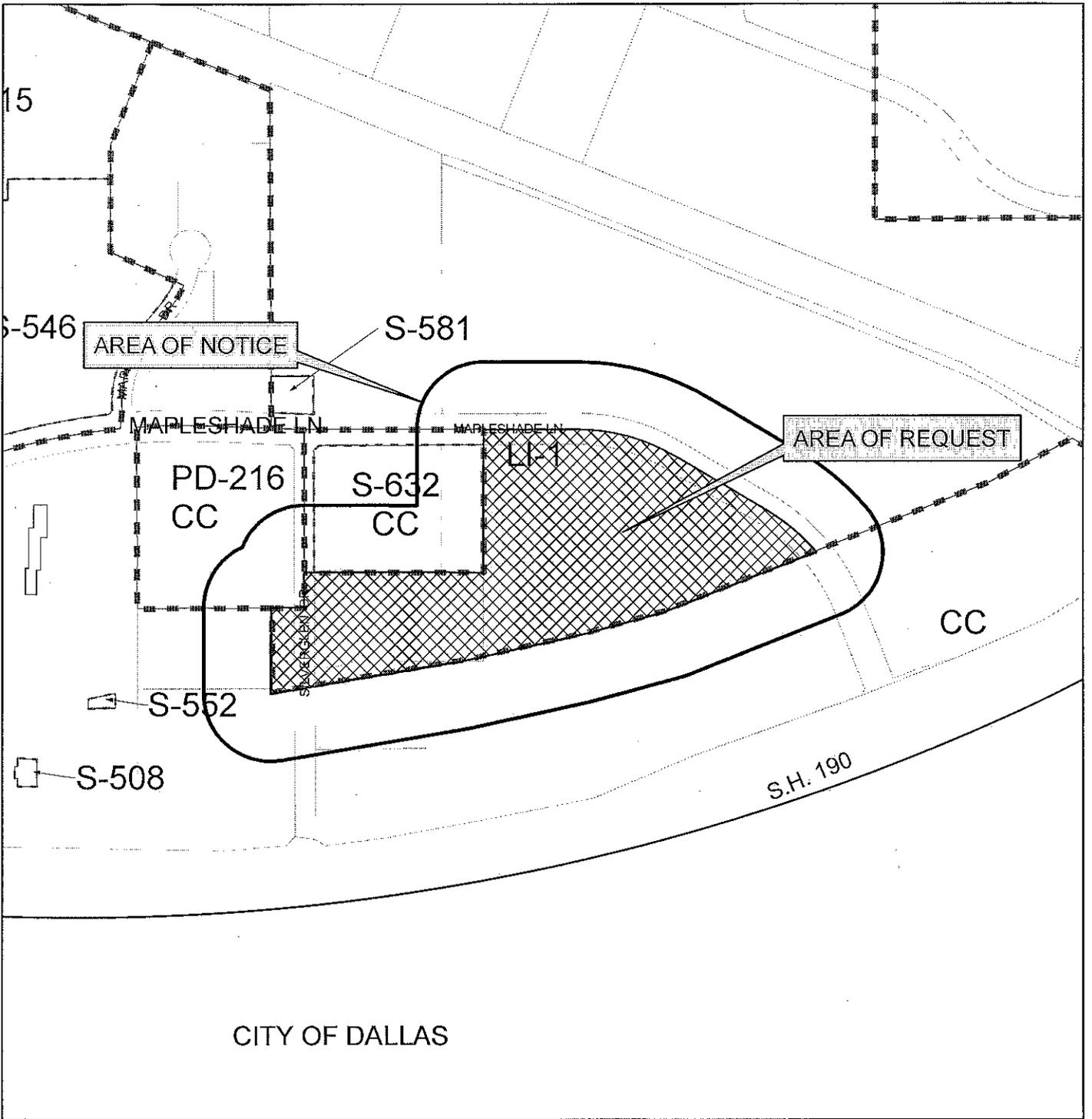
Staff believes that the area south of Mapleshade Lane is more suitable for commercial and employment uses than industrial uses. Currently, uses in this area include an assisted living facility which is under construction at the southeast corner of Mapleshade Lane and Silverglen Drive. To the south of this facility, a hotel development has been proposed, and to the east, a Specific Use Permit (SUP) for Assisted Living Facility is being requested with zoning case 2014-05. Given the proposed uses for the area, especially those related to senior living, staff believes this area is better suited for CC zoning.

### **Summary**

This is a request to rezone an undeveloped 14.6± acre tract from LI-1 to CC. The request is in conformance with the Future Land Use Plan of the Comprehensive Plan, which designates the property as Major Corridor Development. Overall, staff believes the proposed location is appropriate for CC zoning given existing surrounding zoning and land uses coupled with the recent extension of Mapleshade Lane.

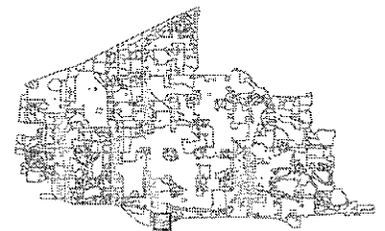
### **RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2014-04

Existing Zoning: LIGHT INDUSTRIAL-1/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer





MARKET CENTER DRIVE

DATA DRIVE

LOTUS DRIVE

Area of Request

MAPLESHADE LANE

SILVERGLEN DRIVE

PRES GEORGE BUSH TURNPIKE

PRES GEORGE BUSH HIGHWAY

FRANKFORD ROAD

REVEILLE RUN

WATERVIEW PARKWAY



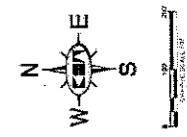
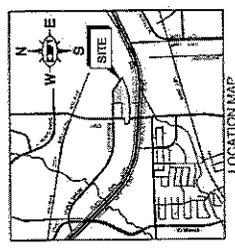
Source: City of Plano, Planning Dept.  
Date: March, 2014

Zoning Case 2014-04

DATE	01/11/14
PROJECT	SRP ASSISTED LIVING
OWNER	SRP ASSISTED LIVING
DESIGNED BY	KLINGSTUBBINS
CHECKED BY	KLINGSTUBBINS

KLINGSTUBBINS  
ARCHITECTS & ENGINEERS, P.C.  
1100 WEST 19TH STREET, SUITE 1000  
DALLAS, TEXAS 75201  
TEL: (214) 760-1000  
WWW.KLINGSTUBBINS.COM

NO.	REVISIONS	DATE



**EXISTING & NEW**  
EXISTING ZONING: R-10  
NEW ZONING: SRP ASSISTED LIVING

**REVISIONS**

1. REVISION: TO ADD THE PROPOSED LOT LAYOUT AND ZONING CHANGES.

2. REVISION: TO CORRECT THE ZONING CODE FROM R-10 TO SRP ASSISTED LIVING.

3. REVISION: TO ADD THE PROPOSED LOT LAYOUT AND ZONING CHANGES.

4. REVISION: TO CORRECT THE ZONING CODE FROM R-10 TO SRP ASSISTED LIVING.

**REVISIONS**

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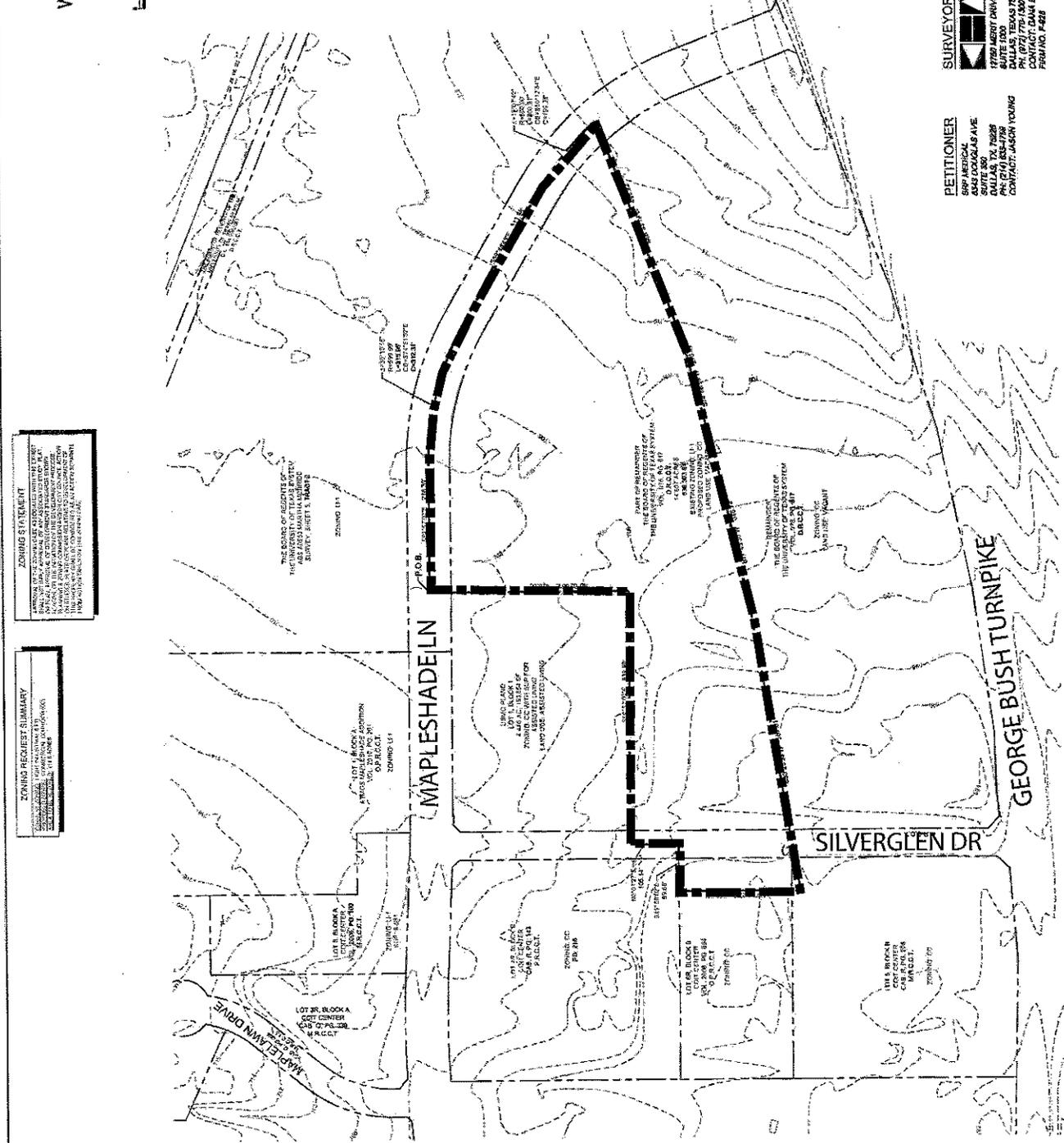
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3. REVISION: TO ADD THE PROPOSED LOT LAYOUT AND ZONING CHANGES.

4. REVISION: TO CORRECT THE ZONING CODE FROM R-10 TO SRP ASSISTED LIVING.



**ZONING STATEMENT**

THE BOARD OF ALTERNATES OF THE UNIVERSITY OF TEXAS SYSTEM, SURVEY, SURVEY & MAPPING DIVISION, HAS REVIEWED THE ZONING EXHIBIT AND HAS DETERMINED THAT THE PROPOSED ZONING CHANGES ARE CONSISTENT WITH THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF PLANO, TEXAS.

**ZONING REQUEST SUMMARY**

THE BOARD OF ALTERNATES OF THE UNIVERSITY OF TEXAS SYSTEM, SURVEY, SURVEY & MAPPING DIVISION, HAS REVIEWED THE ZONING EXHIBIT AND HAS DETERMINED THAT THE PROPOSED ZONING CHANGES ARE CONSISTENT WITH THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF PLANO, TEXAS.

**PETITIONER**  
SRP ASSISTED LIVING  
1750 MERRY DRIVE  
SUITE 800  
DALLAS, TEXAS 75201  
CONTACT: JASON YOUNG

**SURVEYOR**  
Kling-Horn and Associates, Inc.  
1750 MERRY DRIVE  
SUITE 800  
DALLAS, TEXAS 75201  
CONTACT: DANA BROWN, RPLS  
FORM NO. F-426

**ENGINEER**  
Kling-Horn and Associates, Inc.  
1750 MERRY DRIVE  
SUITE 800  
DALLAS, TEXAS 75201  
CONTACT: TROY BRASHWELL, P.E.  
FORM NO. F-426

**ZONING CASE #2014-04**

## Zoning Case 2014-04

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 14.6± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas, from Light-Industrial-1 to 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.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of April 2014, for the purpose of considering rezoning 14.6± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas, from Light-Industrial-1 to Corridor Commercial; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of April, 2014; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 14.6± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas, from Light-Industrial-1 to Corridor Commercial, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-04

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas; being part of a tract of land described in Deed of Gift to the Board of Regents of the University of Texas System recorded in Volume 976, Page 517, Deed Records of Collin County, Texas, part of a tract of land described as Tract 2, Mapleshade Lane Right-of-Way (a 92-foot wide right-of-way) described in Special Warranty Deed to the City of Plano, Texas, recorded in Instrument No. 20130702000917810, Land Records of Collin County, Texas, part of Silverglen Drive R.O.W. Dedication, a 60-foot wide right-of-way according to the plat recorded in Cabinet O, Page 613, of the Plat Records of Collin County, Texas, part of Lot 5, Block B, Coit Center, an addition to the City of Plano, Texas, according to the plat recorded in Cabinet R, Page 208 of the Plat Records of Collin County, Texas, and part of Lot 6R, Block B, Coit Center, an addition to the City of Plano, Texas, according to the plat recorded in Volume 2006, Page 694 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point on the centerline of said Mapleshade Lane, from said point a 1/2-inch iron rod found at the northeast corner of a right-of-way corner clip at the intersection of the south right-of-way line of said Mapleshade Lane and the east right-of-way line of said Silverglen Drive bears South, 84° 38' 17" West, a distance of 497.21 feet;

THENCE along the said centerline of Mapleshade Lane, the following courses and distances:

South, 89° 57' 00" East, a distance of 278.39 feet to a point at the beginning of a tangent curve to the right having a central angle of 30° 10' 16", a radius of 599.99 feet, a chord bearing and distance of South, 74° 51' 52" East, 312.31 feet;  
In a southeasterly direction, with said curve to the right, an arc distance of 315.95 feet to a point for corner;  
South, 59° 46' 45" East, a distance of 311.98 feet to a point at the beginning of a tangent curve to the right having a central angle of 19° 07' 42", a radius of 600.00 feet, a chord bearing and distance of South, 50° 12' 54" East, 199.38 feet;  
In a southeasterly direction, with said curve to the right, an arc distance of 200.31 feet to a point for corner;

THENCE departing the said centerline of Mapleshade Lane, the following courses and distances:

South, 68° 33' 19" West, a distance of 495.22 feet to a point for corner;  
South, 74° 58' 33" West, a distance of 278.92 feet to a point for corner;  
South, 77° 43' 30" West, a distance of 346.74 feet to a point for corner;

South, 80° 25' 39" West, passing at a distance of 450.25 feet the east right-of-way line of said Silverglen Drive, at a distance of 511.09 feet passing the west right-of-way line of said Silverglen Drive and the east line of said Lot 5, continuing for a total distance of 581.61 feet to a point for corner ;

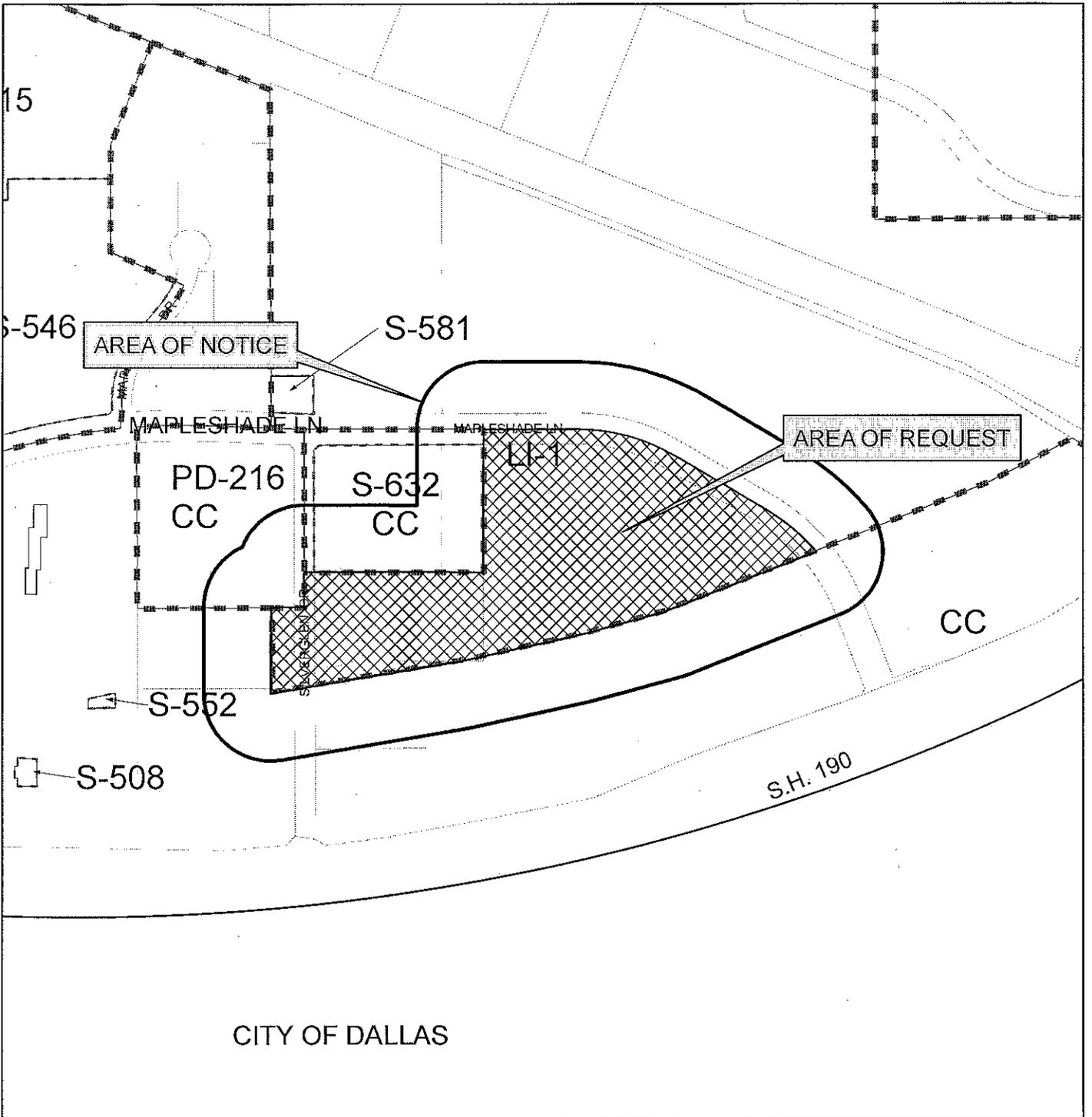
THENCE North, 00° 01' 27" East, at a distance of 18.59 feet passing the south line of said Lot 6R and continuing for a total distance of 259.59 feet to a point for corner in the north line of said Lot 6R;

THENCE with the said north line of Lot 6R, South, 89° 58' 02" East, passing at a distance of 69.59 feet a 1/2-inch iron rod found in the said west right-of-way line of Silverglen Drive at the northeast corner of said Lot 6R, continuing for a total distance of 99.66 feet to a point for corner in the centerline of said Silverglen Drive;

THENCE with the said centerline of Silverglen Drive, North, 00° 01' 27" East, a distance of 105.14 feet to a point for corner;

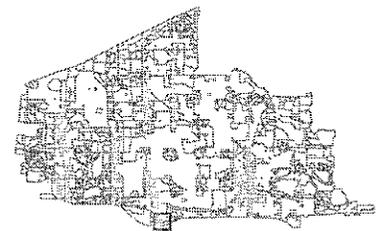
THENCE South, 89° 57' 00" East, at a distance of 29.93 feet passing the said east right-of-way line of Silverglen Drive, continuing for a total distance of 539.92 feet to a point for corner;

THENCE North, 00° 02' 00" East, a distance of 426.00 feet to the POINT OF BEGINNING and CONTAINING 14.607 acres or 636,299 square feet of land.



Zoning Case #: 2014-04

Existing Zoning: LIGHT INDUSTRIAL-1/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer





**DATE:** March 18, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of March 17, 2014

**AGENDA ITEM NO. 9A - PUBLIC HEARING  
ZONING CASE 2014-05  
APPLICANT: UNIVERSITY OF TEXAS**

Request for a Specific Use Permit for Assisted Living Facility on 3.1± acres located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval subject to City Council approval of Zoning Case 2014-04.

**FOR CITY COUNCIL MEETING OF:** April 14, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Kirk James, Board of Regents of University of Texas System  
Trey Braswell, Kimley-Horn and Associates, Inc.  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/r54wn>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 17, 2014

**Agenda Item No. 9A**

**Public Hearing:** Zoning Case 2014-05

**Applicant:** University of Texas

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**DESCRIPTION:**

Request for a Specific Use Permit for Assisted Living Facility on 3.1± acres located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

**REMARKS:**

This is a request for a Specific Use Permit (SUP) for Assisted Living Facility on 3.1± acres located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive. The existing Light Industrial-1 (LI-1) zoning district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts. The existing LI-1 zoning district does not allow assisted living facility uses; however, Zoning 2014-04 is a request to rezone the subject property, as well as the remaining property south of Mapleshade Lane, from LI-1 to Corridor Commercial (CC). Assisted living facilities are permitted in the CC district with approval of an SUP.

An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. An assisted living facility is defined as a building or buildings, other than a single-family dwelling, designed and staffed to provide housing for residents who require some type of support for daily living, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may also provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms.

A preliminary site plan, USMC Addition, Block 1, Lot 2, accompanies this SUP request.

## **Surrounding Land Use and Zoning**

The property to the north, across Mapleshade Lane, is zoned LI-1 and is partially developed as a shops, office, and storage area - public/private utility. To the east, the property is undeveloped and is zoned LI-1. To the south is additional undeveloped land, zoned LI-1 and CC. To the west is an assisted living facility currently under construction, zoned CC with SUP #632 for Assisted Living Facility.

## **SUP Request**

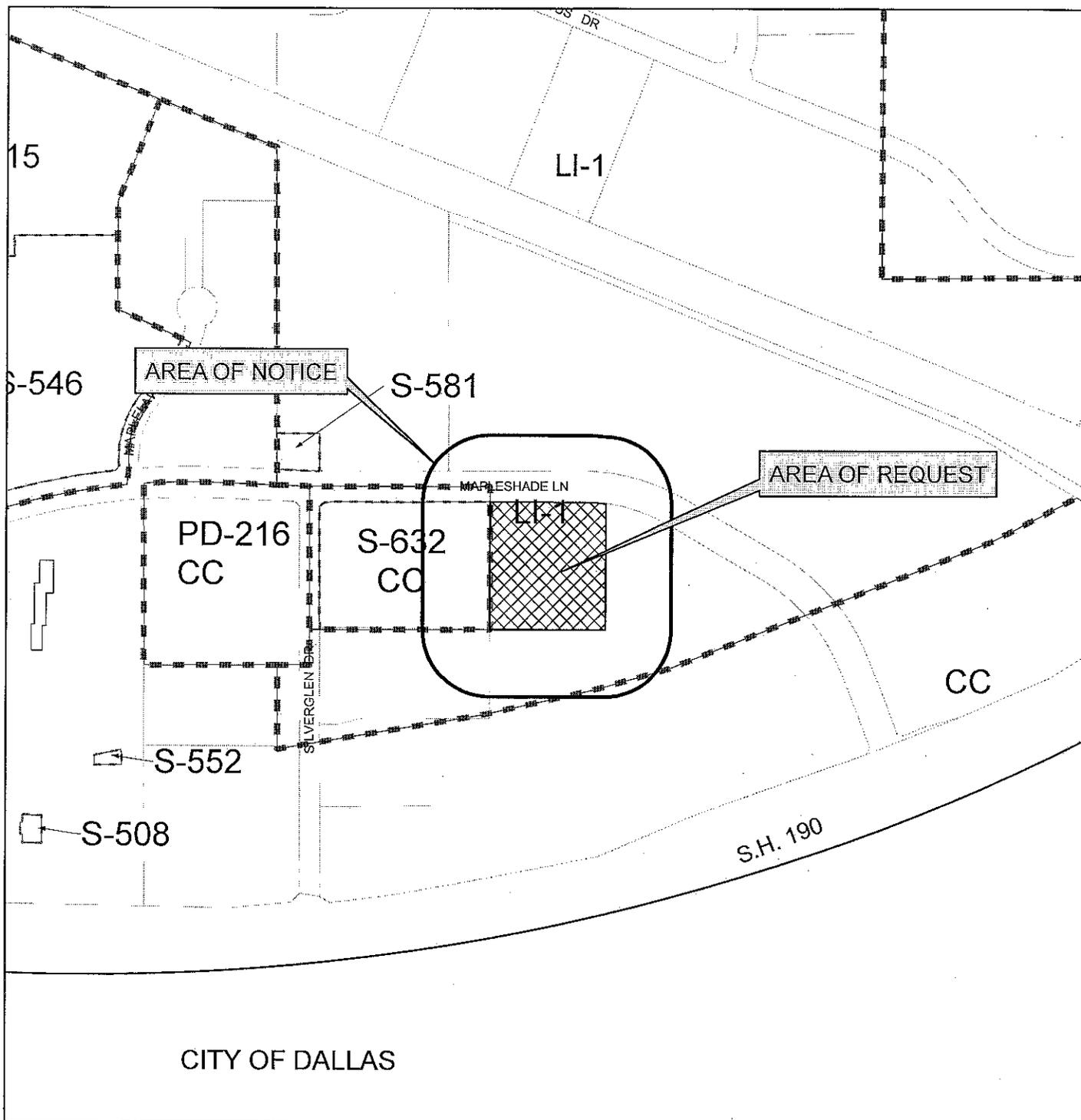
The requested SUP is consistent with the existing SUP #632 for Assisted Living Facility immediately adjacent to the west. Additionally several nearby properties, including PD-216-CC to the west, across Silverglen Drive, and PD-215-CC to the northwest across Mapleshade Lane, are zoned and partially developed as multifamily residential uses. The subject property will derive its primary access from Mapleshade Lane. The site does not have frontage on State Highway 190, and should be buffered by future commercial and employment developments to the south and east. For these reasons, staff believes this is an appropriate location for an assisted living facility.

## **Summary**

The applicant is requesting an SUP for Assisted Living Facility. Staff believes the proposed location is appropriate for an assisted living facility given existing surrounding zoning and land uses. Therefore, staff recommends approval of the requested SUP for Assisted Living Facility.

## **RECOMMENDATION:**

Recommended for approval subject to City Council approval of Zoning Case 2014-04.

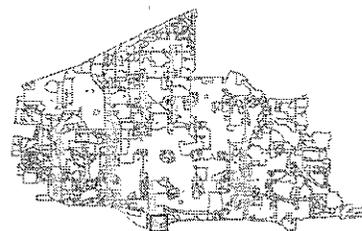


Zoning Case #: 2014-05

Existing Zoning: LIGHT INDUSTRIAL-1/

190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

○ 200' Notification Buffer





Area of Request

MAPLESHADE LANE

SILVERGLEN DRIVE

PRES GEORGE BUSH TURNPIKE

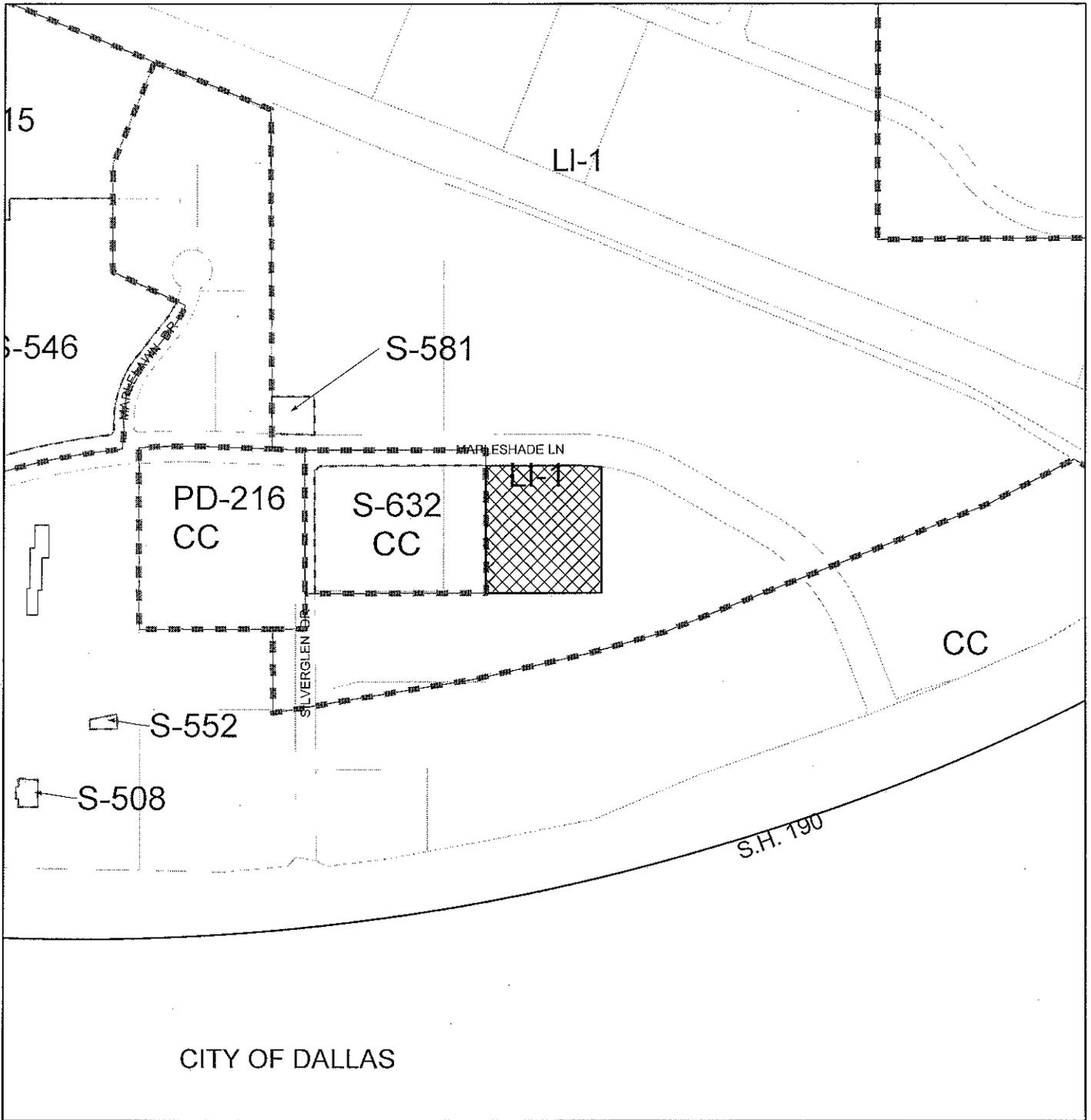
HIGHWAY



Source: City of Plano, Planning Dept.  
Date: March, 2014

Zoning Case 2014-05



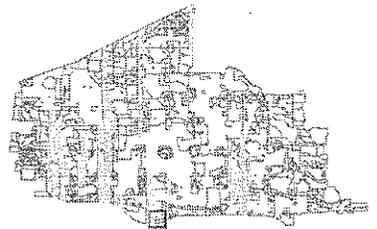


Item Submitted: PRELIMINARY SITE PLAN

Title: USMC PLANO  
BLOCK 1, LOT 2

Zoning: LIGHT INDUSTRIAL-1/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

○ 200' Notification Buffer





## Zoning Case 2014-05

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 646 so as to allow the additional use of Assisted Living Facility on 3.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of April, 2014, for the purpose of considering granting Specific Use Permit No. 646 for the additional use of Assisted Living Facility on 3.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of April, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 646 for the additional use of Assisted Living Facility on 3.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 646 for the additional use of Assisted Living Facility on 3.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-05

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas; being part of a tract of land described in Deed of Gift to the Board of Regents of the University of Texas System recorded in Volume 976, Page 517, Deed Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a point for the northern corner of a corner clip at the intersection of the south right-of-way line of Mapleshade Lane (variable width right-of-way) and the east right-of-way line of Silverglen Drive (variable width right-of-way);

**THENCE** with said south right-of-way line, the following courses and distances to wit:

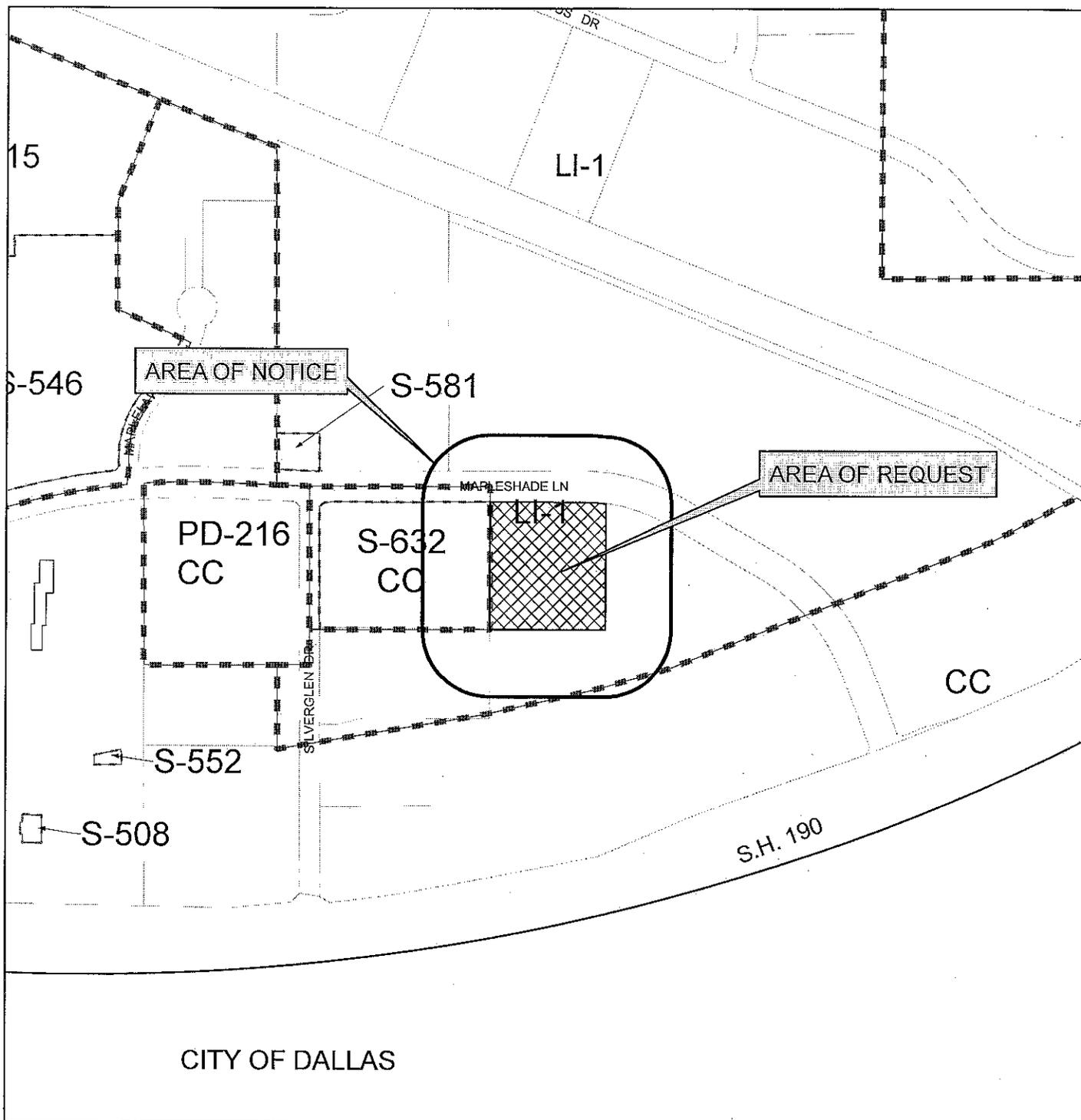
South,  $87^{\circ} 34' 57''$  East, a distance of 19.29 feet to a point for corner;  
North,  $03^{\circ} 20' 59''$  West, a distance of 1.70 feet to a point for corner;  
South,  $89^{\circ} 57' 00''$  East, a distance of 475.84 feet to the POINT OF BEGINNING;

**THENCE** along the said right-of-way line of Mapleshade Lane, the following courses and distances:

South,  $89^{\circ} 57' 00''$  East, a distance of 278.36 feet to a point at the beginning of a tangent curve to the right having a central angle of  $07^{\circ} 25' 29''$ , a radius of 554.00 feet, a chord bearing and distance of South,  $86^{\circ} 14' 15''$  East, 71.74 feet;  
In a southeasterly direction, with said curve to the right, an arc distance of 71.79 feet to a point for corner;

**THENCE** departing the said centerline of Mapleshade Lane, the following courses and distances:

South,  $00^{\circ} 03' 00''$  West, a distance of 375.36 feet to a point for corner;  
North,  $89^{\circ} 57' 00''$  West, a distance of 349.83 feet to a point for corner;  
North,  $00^{\circ} 02' 00''$  East, a distance of 380.00 feet to the POINT OF BEGINNING and CONTAINING 3.050 acres of land.

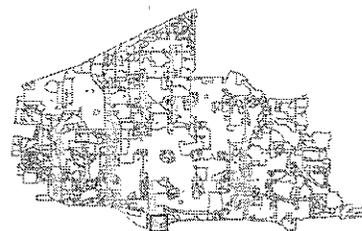


Zoning Case #: 2014-05

Existing Zoning: LIGHT INDUSTRIAL-1/

190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

○ 200' Notification Buffer



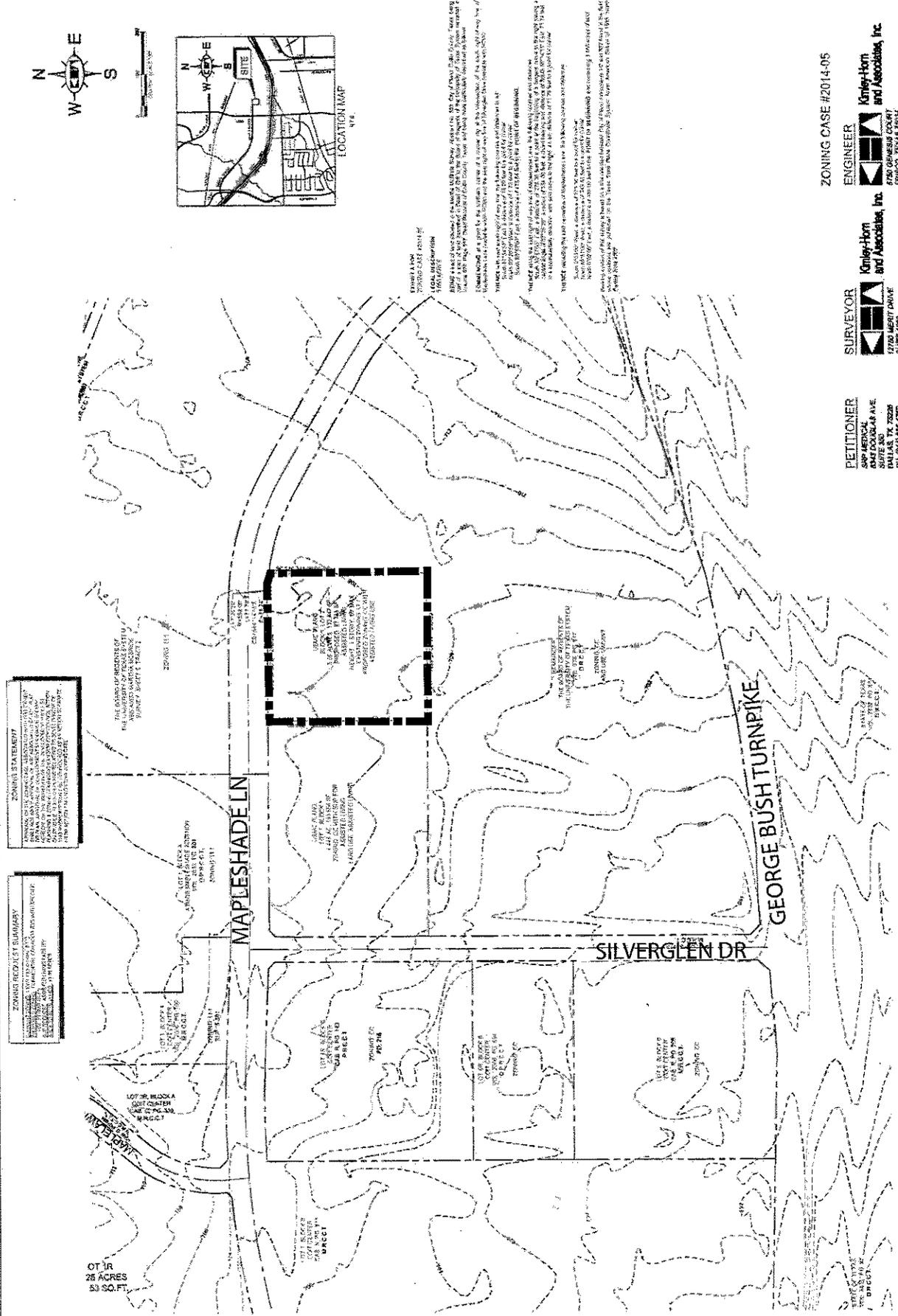
NO.	REVISIONS	DATE

3799 GERRARD STREET, SUITE 200, FRODO, TEXAS 75044  
 PHONE: 972-353-2000 FAX: 972-353-2704  
 WWW.KH.COM  
**Kimley-Horn and Associates, Inc.**



**SRP ASSISTED LIVING  
 PLANO  
 COLLIN COUNTY, TEXAS**

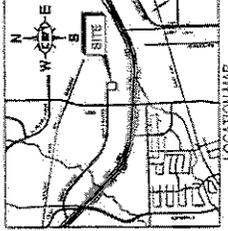
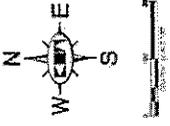
SUP EXHIBIT



**ZONING STATEMENT**  
 THE ZONING DISTRICT OF THE SUBJECT PROPERTY IS SRP ASSISTED LIVING. THE ZONING DISTRICT OF THE ADJACENT PROPERTY TO THE WEST IS R-10. THE ZONING DISTRICT OF THE ADJACENT PROPERTY TO THE EAST IS R-10. THE ZONING DISTRICT OF THE ADJACENT PROPERTY TO THE SOUTH IS R-10. THE ZONING DISTRICT OF THE ADJACENT PROPERTY TO THE NORTH IS R-10.

**ZONING DISTRICT SUMMARY**  
 SRP ASSISTED LIVING  
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 R-100

0.73  
 26 ACRES  
 5350.0 FT.



**PROJECT LOCATION**  
 The project is located on the east side of the City of Plano, Texas, in the SRP ASSISTED LIVING ZONING DISTRICT. The project is bounded by Mapleshade Ln to the west, Silverglen Dr to the south, and George Bush Turnpike to the east. The project is situated on a 26-acre site.

**PROJECT DESCRIPTION**  
 The project consists of the construction of a 100-unit assisted living facility. The facility will include 100 units, each with a private bathroom, a kitchen, and a living area. The facility will also include a common area, a laundry room, and a storage area. The facility will be constructed on a 26-acre site.

**PROJECT JUSTIFICATION**  
 The project is justified because it provides a much-needed service to the community. The facility will provide a safe and secure living environment for the elderly and disabled. The facility will also provide a place where residents can socialize and enjoy the amenities of a community.

**PETITIONER**  
 SRP ASSISTED LIVING  
 3799 GERRARD AVE.  
 SUITE 200  
 FRODO, TEXAS 75044  
 PH: (972) 353-2000  
 CONTACT: JASON YOUNG

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 3799 GERRARD AVE.  
 SUITE 200  
 FRODO, TEXAS 75044  
 PH: (972) 353-2000  
 CONTACT: JASON YOUNG

**ENGINEER**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 3799 GERRARD AVE.  
 SUITE 200  
 FRODO, TEXAS 75044  
 PH: (972) 353-2000  
 CONTACT: JASON YOUNG

**ZONING CASE #2014-05**



# 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:		04/14/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kim McFarland (974-769-4109)</b>				
<b>CAPTION</b>				
<b>Public Hearing and Comment on proposed revisions to the City of Plano's Drought Contingency Plan and Water Management Plan.</b>				
<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. STRATEGIC PLAN GOAL: Providing the Plano public the opportunity to hear and comment on Plano's Drought Contingency and Water Management plans relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The Texas Commission on Environmental Quality requires that our water management plan be updated every five years. The proposed water management plan and drought contingency plan (the "Plan") have minor changes from the existing plan. While the North Texas Municipal Water District ("NTMWD") has produced a model plan, the City has adopted its own Plan. It is anticipated that future modifications will conform to the NTMWD model plan, but this will not be done until current restrictions end to avoid confusion for City residents and businesses.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Water Management Plan Drought Contingency Plan				

An Ordinance of the City of Plano, Texas, amending Sections 21-53 through 21-60.2 of Article II, Division 4, Drought Contingency Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.

WHEREAS, on October 26, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-10-18, adopting the Drought Contingency Plan; and

WHEREAS, on August 22, 2011, the City Council of the City of Plano amended certain sections of the Drought Contingency Plan by Ordinance No. 2011-8-15; and

WHEREAS, on April 23, 2012, the City Council of the City of Plano amended certain sections of the Drought Contingency Plan by Ordinance No. 2012-4-13; and

WHEREAS, the Texas Commission on Environmental Quality requires that the Drought Contingency Plan be updated every five years and the next update is due by May 1, 2014; and

WHEREAS, the City staff recommends that further amendments are necessary to Division 4, Drought Contingency Plan to more accurately describe the plan, correct errors, and provide clarification; and

WHEREAS, the City staff further recommends that certain areas of the Drought Emergency Response Plan be amended to provide options for the City Manager to impose certain requirements upon notification to the public; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes should be approved and adopted.

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

Section I. Division 4, Drought and Emergency Response Plan, Sections 21-53 through 21-60.2 of Article II, Water, Chapter 21, Utilities, of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

"DIVISION 4: DROUGHT AND EMERGENCY RESPONSE PLAN"

Sec. 21-53. Purpose and Scope

(a) The North Texas Municipal Water District (NTMWD) supplies treated water to the City of Plano, as well as other member cities and customers. A Model Water Resource and Emergency Management Plan was developed by NTMWD in accordance with the regulations and requirements of the Texas Administration Code ("TAC") and the Texas Commission on Environmental Quality ("TCEQ") and consultation with its member cities. The NTMWD Model Plan calls for member cities and customers to adopt similar criteria and procedures for declaring a water emergency and implementing drought and emergency

response stages as used by NTMWD. Member cities and customers may also adopt more stringent drought and emergency stages than NTMWD if conditions warrant. There is hereby established a City of Plano Drought and Emergency Plan (in this division called "the Plan") to provide procedures for:

- (1) Conserving the available water supply in times of drought and emergency;
  - (2) Maintaining supplies for domestic water use, sanitation, and fire protection;
  - (3) Protecting and preserving public health, safety, and welfare;
  - (4) Minimizing the adverse impacts of water supply shortages; and
  - (5) Minimizing the adverse impacts of emergency water supply conditions.
- (b) The Plan applies to:
- (1) All persons and premises within the city using water from the city's water system ("the system");
  - (2) All wholesale contract customers; and

**Sec. 21-54. Exemption**

The governmental use of water for essential services such as police, fire, and emergency services which is necessary to preserve or protect the health, safety and welfare of the citizens of Plano are exempt from any and all restrictions or mandates set forth in the Plan.

**Sec. 21-55. Definitions**

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Athletic Fields" means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

"Central Controlled Irrigation Systems" means large scale, technically advanced systems used to water large or multiple sites from a central location. This "Smart" technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas. (weather conditions, pipe breaks, etc.) These systems may also be easily programmed to reduce flow rates or the amount of water applied to meet required reduction percentages and provide historical data or reports.

"City" refers to the City of Plano.

"City Manager" refers to the City Manager of the City of Plano or any other City

of Plano public official designated by the City Manager to act on behalf of the City Manager.

“Cool Season Grasses” refers to the varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.

"Customer" means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

“Drip Irrigation” means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

“Even numbered address” refers to street addresses (e.g. 1234 Plano Street) or box numbers ending in 0, 2, 4, 6, or 8.

"Foundation" means area that includes first 24" of soil from foundation slab.

"Fugitive water" refers to pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

"General emergency" means a condition in which the existing or projected water supply available to the city is not anticipated to meet the normal water requirements of metered water users. This condition may be the result of factors including, but not limited to, natural emergency conditions (i.e., drought, etc.) and/or a failure of the city's or its supplier's water distribution systems.

"High Use Areas" means publicly owned properties that have irrigated surfaces where there is a high volume of public use and there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.

“Irrigation System” means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

"Landscape" means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

"Landscape beds" means plants and shrubs that are separated from turf.

"North Texas Municipal Water District" or "NTMWD" refers to the North Texas Municipal Water District.

“Odd numbered address” refers to street addresses (e.g. 123 Plano Street) or box numbers ending in 1, 3, 5, 7 or 9.

"Ornamental Fountains" means water features (greater than 5 feet in diameter) used for

aesthetic or cosmetic purposes only that must use, or be refilled with, potable water. This shall not include pond aerifiers and other water recycling devices used to mitigate stagnant conditions in lakes, ponds, or other natural bodies of water.

"Person" means owner, occupant, or person in control of the premises or a person authorized by the owner, occupant, or person in control of the premises.

"Plan" refers to the City of Plano's Drought and Emergency Response Plan.

"Plano" refers to the City of Plano or the City.

"Pond" refers to a still body of water with a surface area of five hundred (500) square feet or more.

"Potable water" means any public water supply, which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

"Public Health and Safety" means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

"Putting Green" means the ground that is specially prepared for putting. The putting green is typically defined by a fine bladed grass that requires an extremely high level of maintenance to provide a smooth surface for rolling the ball when putting.

"Soaker Hose" means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

"Sprinkler" means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

"Swimming Pool" means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, greater than five feet in width, are included in this definition.

"System" means the City of Plano water works system and shall include, but not be limited to, all reservoirs, storage tanks, elevated tanks, pipelines, pumps, hydrants, meters, valves, connections, engines, and all other property and machinery used in connection with the City's water works system.

"Tee Box" means the rectangular area considered the starting place for the hole to be played. The tee box is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent surface to begin play on the hole.

"TCEQ" means Texas Commission on Environmental Quality.

**Sec. 21-56. Presumption**

For purposes of enforcement of administrative remedies and criminal penalties under this ordinance, it shall be presumed that the person in actual control of the watering or irrigation devices for a premise is responsible for any violations of this ordinance. The requirement of a culpable mental state is expressly waived for any administrative or criminal penalty or remedy.

**Sec. 21-57. Authority to Declare Water Emergency**

(a) The City Manager may order the implementation of a drought and emergency response stage when one or more of the trigger conditions for that stage are met. The following actions will be taken when a drought and emergency response stage is initiated:

- (1) The public will be notified in accordance with Sec. 21.58.
- (2) NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the drought and emergency response stage.
- (3) If any mandatory provisions of the drought and emergency response plan are activated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

(b) Drought and emergency response stages imposed by NTMWD action may be initiated by the City. The City Manager may decide not to order the implementation of a drought and emergency response stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(c) In the event of a city-wide emergency, the order shall be made by public announcement in the City within twenty-four (24) hours of implementation. In the event of an emergency of limited geographically extent, door-to-door notification shall be made by door hangers and/or in person.

**Sec. 21-58. Notification and Termination of Water Emergency**

(a) Notification of Water Emergency- The City will inform and educate the public about the drought and emergency response plan by the following means:

- (1) Preparing a bulletin describing the Plan and making it available at city hall and other appropriate locations.
- (2) Making the Plan available to the public through the City's Web site.
- (3) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought and emergency response plan (usually in conjunction with presentations on water conservation programs).

- (4) At any time that the Plan is activated or the drought and emergency response stage changes, the City will notify local media of the issues, the drought and emergency response stage (if applicable), and the specific actions required of the public including all imposed mandatory requirements that have been implemented. The information will also be publicized on the City's Web site and through social media outlets. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

#### Sec. 21-59. Initiation and Termination of Drought and Emergency Response Stages

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

(a) Initiation of a Drought and Emergency Response Stage – The City Manager is authorized to initiate a drought and emergency response stage when one or more of the criteria applicable to that stage is triggered.

(b) Notification to Public – The following actions will be taken to notify the public when a drought and emergency response stage is initiated or raised.

- (1) The public will be notified of the implementation or amendment of a drought and emergency response stage in the manner set forth in Sec. 21-58 above;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail or facsimile transmission;
- (3) If any mandatory provisions of the Plan are activated, notification will be sent to the Executive Director of the TCEQ within five (5) business days.

(c) Drought and Emergency Response Stages Imposed by NTMWD – The City Manager may elect not to implement a drought and emergency response stage imposed by NTMWD depending on all relevant factors. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(d) Termination of a Drought and Emergency Response Stage – The drought and emergency response stage shall remain in effect until the City Manager determines that the conditions that triggered the drought and emergency response stage have been alleviated or no longer exist or lake levels established by NTMWD for termination are met.

(e) Notification of Public – The following actions will be taken to notify the public when a drought and emergency response stage is terminated or lowered:

- (1) The public will be notified of the termination or lowering of a drought and emergency response stage in the manner provided in Sec. 21-58 herein;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail, or facsimile transmission;
- (3) If any mandatory provisions of the Plan are terminated, the Executive Director of the TCEQ will be notified within five (5) business days.

**Sec. 21-59.1 Initiation and Termination Conditions for Stage 1**

(a) The City Manager has initiated Stage 1, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- (2) Water demand is projected to approach the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than 65 percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than 65 percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a mild drought.
- (6) NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next six (6) months.
- (7) NTMWD water demand exceeds 90 percent of the amount that can be delivered to customers for three (3) consecutive days.
- (8) Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds 90 percent of the amount that can be delivered to customers for three (3) consecutive days.
- (12) Plano's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.
- (14) Plano's water supply system is unable to deliver water due to the

failure or damage of major water system components.

(15) Other criteria as determined by the City.

(b) Stage 1 may terminate when NTMWD terminates Stage 1 or when the City Manager determines circumstances that caused the initiation of Stage 1 no longer exist.

**Sec. 21-59.2 Goals for Use Reduction and Actions Available Under Stage 1**

(a) Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is a two (2) percent reduction in the amount of water delivered to Plano by NTMWD.

(b) The City Manager may order the implementation of the actions listed below. Request voluntary reductions in water use by the public and by wholesale customers.

- (1) Increase public education efforts on ways to reduce water use .
- (2) The City will review the problems that caused the initiation of Stage 1.
- (3) Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- (4) Encourage major water users and increase educational efforts on ways to achieve voluntary water use reductions.
- (5) Reduce city government irrigation water use to meet or exceed reduction goal for the stage.

**Sec. 21-59.3 Initiation and Termination Conditions for Stage 2**

(a) The City Manager has initiated Stage 2, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- (2) Water demand is projected to approach the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
- (6) NTMWD has concern that Lake Texoma, the East Fork Raw Water

Supply Project, or some other NTMWD source may be limited in availability in the next 3 months.

- (7) NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- (8) NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) Supply source is interrupted or unavailable due to invasive species.
- (11) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (12) Plano's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- (13) Plano's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (14) Plano's supply source becomes contaminated.
- (15) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (16) Other criteria as determined by the City.

(b) Stage 2 may terminate when NTMWD terminates Stage 2 or when the City Manager determines circumstances that caused the initiation of Stage 2 no longer exist. Factors which could influence such a decision include, but are not limited to, the time of the year, the weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought and emergency stage. The reason for the decision should be documented.

#### **Sec. 21-59.4 Goals for Use Reduction and Actions Available Under Stage 2**

(a) The goal for water use reduction under Stage 2 is a five (5) percent reduction in the amount of water delivered to Plano by NTMWD. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under Stage 1.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Initiate engineering studies to evaluate alternatives should conditions worsen.
- (4) Accelerate public education efforts on ways to reduce water use.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following requirements are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit landscape watering with sprinklers or irrigation systems to no more than two (2) days per week. Exceptions are as follows:
  - (i) New construction landscaped areas may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
  - (ii) Newly seeded, hydro seeded, hydro mulched, sprigged areas in open space, common areas, right-of-ways and turf renovation at athletic fields may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
  - (iii) Locations using on-site well water or properly permitted creek withdrawals.
  - (iv) Registered and properly functioning central controlled irrigation system and drip irrigation systems. Government agencies watering athletic fields or any other public grounds that are heavily used by the public during evening or morning hours. Public irrigation systems must be programmed to meet overall water use reduction goals of the stage.
  - (v) Maintenance, testing, and calibration of an irrigation system, provided there is a person on-site and visible while each zone of the system is running.
2. Prohibit fugitive water, including during freezing temperatures when ice can develop and cause a safety hazard.
3. Watering with sprinklers or irrigation systems is allowed no more than two days a week on the days shown for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule. Watering between 10:00 a.m. and 6:00p.m. from April 1 through October 31 is prohibited.

<b>Street Address</b>	<b>Days permitted for watering (April 1 – October 31)</b>	<b>Days permitted for watering (November 1 – March 31)</b>
Even numbered Addresses	Mondays and Thursdays	Thursdays
Odd numbered Addresses	Tuesdays and Fridays	Tuesdays

### **Sec. 21-59.5 Initiation and Termination Conditions for Stage 3**

(a) The City Manager has initiated Stage 3, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
- (2) Water demand is projected to approach or exceed the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than forty-five (45) percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than forty-five (45) percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3).
- (6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.
- (7) NTMWD water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (8) NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (12) Plano's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.
- (14) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (15) Other criteria as determined by the City Manager.

(b) Stage 3 may terminate when NTMWD terminates Stage 3 or when the City Manager determines circumstances that caused the initiation of Stage 3 no longer prevail.

**Sec. 21-59.6 Goals for Use Reduction and Actions Available Under Stage 3**

(a) The goal for water use reduction under Stage 3 is a ten (10) percent reduction in the amount of water delivered to Plano from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under Stages 1 and 2.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Initiate water use restrictions as follows:
  - (i) Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed) except for outdoor public restrooms, pavilions and shelters, where public health, safety, and welfare may be compromised by unsanitary conditions if the facilities cannot be cleaned.
  - (ii) Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
  - (iii) Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
- (2) Watering with sprinklers or irrigation systems at each service address is allowed no more than once per week only on the day shown below for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule. No landscape watering may occur between 10:00 a.m. and 6:00p.m from April 1 through October 31.

<b>Street Address</b>	<b>Days permitted for watering</b> (April 1 – October 31)	<b>Days permitted for watering</b> (November 1 – March 31)
Even numbered addresses	Thursdays	Every other Thursday
Odd numbered addresses	Tuesdays	Every other Tuesday

- (3) Exceptions are as follows:
  - (i) Hand watering with shutoff nozzle, drip irrigation, and soaker hoses is allowed up to 2 hours per day provided no runoff occurs.
  - (ii) Golf courses as needed to keep greens and tee boxes alive.
  - (iii) Public athletic fields may be watered as needed to maintain safe playing conditions.
  - (iv) Where feasible, irrigation systems on public property must comply with watering schedules and comply with the water reduction goals of the state.
  - (v) Maintenance, testing, and calibration of an irrigation system, provided there is a maintenance technician on-site and visible while each zone of the system is running.
  - (vi) Locations using other sources of water supply for irrigation. Other sources of water supply may not include imported water.
- (4) Hydro seeding, hydro mulching, and sprigging.
- (5) Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance may be requested to repair a leak or for health or safety issues.
- (6) Initiate a rate surcharge for all water use over a certain level.
- (7) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

**Sec. 21-59.7 Initiation and Termination Conditions for Stage-4**

- (a) The City Manager has initiated Stage 4, which may be initiated due to one or more of the following:
  - (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.
  - (2) Water demand is projected to approach or exceed the limit of the permitted supply.
  - (3) The storage in Lavon Lake is less than thirty-five (35) percent of the total conservation pool capacity.
  - (4) NTMWD's storage in Jim Chapman Lake is less than thirty-five (35) percent of NTMWD's total conservation pool capacity.
  - (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork)

are in a severe drought or emergency.

- (6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.
- (7) NTMWD water demand exceeds the amount that can be delivered to customers.
- (8) NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds the amount that can be delivered to customers.
- (12) Plano's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.
- (14) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (15) Plano is unable to recover water storage of one hundred (100) percent in all storage facilities within a twenty-four (24) hour period.
- (16) Plano's individual Plan may be implemented if other criteria dictate.

(b) Stage 4 may terminate when NTMWD terminates Stage 4 or when the City Manager determines circumstances that caused the initiation of Stage 4 no longer exist.

#### **Sec. 21-59.8 Goals for Use Reduction and Actions Available Under Stage 4**

(a) The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below, as deemed necessary.

- (1) Continue or initiate any actions available under Stages 1, 2, and 3.
- (2) Notify wholesale customers of actions being taken and require them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

(c) The City Manager may also implement the following mandatory requirements on customers. If any actions are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit the irrigation of landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Foundations and trees may be watered for up to two (2) hours a day with a hand-held hose or a soaker hose, or a dedicated zone using drip irrigation. Central controlled irrigation systems and drip irrigation systems are not exempt from this requirement. Water may not be trucked or otherwise transported into the City for irrigation purposes.
- (4) Prohibit the permitting of pools. Filling of pools will be evaluated based upon the reduction requirement. Existing pools may add water to maintain pool levels but may not be drained and refilled.
- (5) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

**Sec. 21-60. Procedures for Granting Variances to the Plan**

(a) The City Manager, Public Works Director or official designee may grant temporary variances for water uses otherwise prohibited under this drought and emergency response plan.

(b) Variances shall be granted or denied at the discretion of the City Manager, Public Works Director or official designee. All petitions for variances should be in writing or e-mail and include the following information:

- (1) Name and address of the petitioners
- (2) Contact email address and/or telephone number
- (3) Purpose of water use
- (4) Specific provisions from which relief is requested
- (5) Detailed statement of the adverse effect of the provision from which relief is requested
- (6) Description of the relief requested
- (7) Period of time for which the variance is sought
- (8) Other pertinent information.

(c) Variances are considered temporary and must be re-submitted for reconsideration should the Drought and Emergency Response Stage elevate from the stage in which the temporary variance was approved to any higher stage of response.

### **Sec. 21-60.1. Criminal Penalty**

Any person, firm or corporation who violates any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. These criminal penalties may be imposed in addition to any Administrative or Civil Remedy listed herein. Each day a violation continues shall constitute a separate offense. The requirement of a culpable mental state is expressly waived for criminal prosecution purposes.

### **Sec. 21-60.2. Administrative Remedies for Violations**

The following administrative remedies are available to the City in cases of noncompliance with the provisions of this ordinance. These administrative remedies may be assessed in addition to any criminal penalty assessed for a violation of this ordinance. Each day a violation continues shall constitute a separate violation for purposes of assessing administrative remedies. The requirement of a culpable mental state is expressly waived for administrative remedies.

In the event that any person violates the provisions of this ordinance, the Director of Public Works & Engineering or his designee, shall give notice to such person setting forth the evidence of noncompliance with the restrictions outlined in stages 2, 3 and 4.

(a) **In-Ground Irrigation Systems Violations**

(1) **Notification of Violation**

- (i) The City will install a locking device on the person's double check valve to the irrigation system; and
- (ii) Notice to be sent by letter delivered by United States Postal Service addressed to the person as recorded in the city's customer and utility billing records notifying that the irrigation system has been turned off and locked. The letter shall advise the person of the assessment of administrative remedies and fees. The letter shall advise the person the procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

(2) **Remedy**

- (i) The administrative penalty is one hundred fifty dollars (\$150) per occurrence when paid at Customer and Utility Services.

(b) **Violations for Systems without Double-Check Valves or In-Ground Irrigation Systems.**

- (1) Violation Notification
  - (i) Notice shall be sent by letter delivered by United States Postal Service addressed to the person as recorded in the city's customer and utility billing records notifying the person of the violation. The letter shall advise the person of the assessment of administrative fees. The letter shall advise the person the procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

- (2) Remedy
  - (i) The administrative penalty is one hundred fifty dollars (\$150.00) per occurrence when paid at Customer & Utility Services.

(c) Procedures for Paying Administrative Penalties or Requesting a Hearing on the Fees

- (1) Personal appearance by the person listed on the city's Customer & Utility Services billing records is required to re-establish service to the irrigation system. The person's government issued photo identification must be provided at time of payment or upon request for a hearing.
- (2) A person may request a hearing to protest the assessment of any administrative penalty. To request a hearing, the owner must make the request in person to the City Public Works Department within fifteen (15) business days from the date on the written notice of violation.
- (3) The Public Works Operations Manager or his designee shall conduct the hearing. The Manager shall evaluate all information offered by the petitioner at the hearing. The person making the request for a hearing shall bear the burden of proof to show why, by a preponderance of the evidence, the administrative remedy should not be assessed. The Manager will provide a decision at the time of the hearing or within three (3) business days following the conclusion of the hearing.
- (4) Payment of any penalty assessed at the hearing must be made within seven (7) business days of the decision from the hearing. Any penalty not paid within this time limit shall be added to the person's next water billing cycle.
- (5) A person may appeal the decision from the hearing to the office of the Director of Public Works or his designee. The Director or his designee shall hear the appeal.
- (6) The request for an appeal must be filed in writing with the office of the Director of Public Works within three (3) business days from the notice being given by the Manager.

- (7) The Director or his designee shall render a decision at the time of the appeal or within three (3) business days from the conclusion of the appeal.
  - (8) A person may elect to pay the administrative penalty without requesting a hearing. Any penalty not paid within fifteen (15) business days from the date on the written notice shall be added to the person's next water billing cycle.
  - (9) Unpaid penalties related to the Drought and Emergency Response Plan can result in the termination of the domestic water services in accordance with City Code Chapter 21, Article IV, Service Charges Generally, Section 21-131 (d) and the established policies and procedures of the Customer and Utility Services Department.
- (d) Re-establishment of service to double checks that have been locked-off.
- (1) The administrative penalty is to be paid at City Customer & Utility Service Services. The locking device will be removed within three (3) working days after notice of payment is received from Customer & Utility Services.
  - (2) Request for same day service to unlock double check will require an additional fee of forty dollars (\$40) to be paid in advance at Customer & Utility Services.
- (e) It shall be unlawful for a person to remove through the use of any means or otherwise cause damage to a lock that has been placed on a backflow prevention device by the director or his designee pursuant to this section.
- (f) Administrative remedy for customers outside city. The Director of Public Works shall advise wholesale water customers outside the city limits receiving water service from the city of actions taken under the Plan by telephone and/or by letter. Noncompliance with any requirement in any stage may result in termination of service and removal of meter. Prior to such termination, the wholesale water customer shall be given notice of the city's intent to terminate service and shall have five (5) business days from the mailing of such notice to appeal the decision to the Director. Notice shall be sufficient if sent by certified mail to the last known address of the customer. If service is terminated, customer shall be liable for all costs of reinstallation. Termination of service to a wholesale water customer under this provision is subject also to the terms of any written contract between the city and the customer."

**Section III.** Any person, firm or corporation found to be violating any term or provision of this Ordinance shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section IV.** This Plan shall be submitted to the Region C Water Planning Group and to North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water plan.

**Section V.** All provisions of the ordinances of the City, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed upon the effective date of this Ordinance, and all other provisions of the ordinances of the City, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

**Section VII.** The repeal of any ordinance or part of any ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as affecting any rights of the municipality under any section or provision of any ordinance at the time of passage this Ordinance.

**Section VIII.** This Ordinance shall become effective from and after its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of April 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Plano**  
**Water Management Plan**

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- APPENDIX A**      **List of References**
- APPENDIX B**      **Water Conservation Utility Profile**
- APPENDIX C**      **NTMWD Member City and Customer Annual Water Conservation Report**
- APPENDIX D**      **Water Conservation Incentive Program**
- APPENDIX E**      **Resolution Adopting Water Management Plan**

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## 1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that NTMWD and its Member Cities and Customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The TCEQ established guidelines and requirements are in Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter A, Rule §288.2 and Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter B, Rule §288.20. The best management practices established by the Water Conservation Implementation Task Force, established pursuant to SB1094 by the 78<sup>th</sup> Legislature, were also considered in the development of the water conservation measures. The Water Management Plan for the City of Plano was developed in concert with the NTMWD's water conservation and drought contingency and water emergency response plans.

The water conservation sections of this plan are intended as a year-round water efficiency plan and include measures that are designed to result in ongoing, long-term water savings. The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions. The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Member Cities and Customers. The water conservation and drought contingency sections of this document were modeled after plans developed by NTMWD in consultation with its Member Cities. In concert with the adoption of this plan, the City of Plano is required to do the following:

- Complete the Water Conservation Utility Profile (TWDB Form - 1965R).
- Complete the Water Conservation Implementation Report (TWDB Form - 1969).
- Set five-year and ten-year goals for per capita water use (Section 4).
- Adopt a resolution approving the plan (**Appendix J**).

This plan includes all elements required by TCEQ. The final adopted version of the Water Management Plan, including appendices will also be provided to NTMWD, as well as TCEQ and Region C Planning Group.

This Water Management Plan applies to all users of the City of Plano water supply.

Definitions:

*Athletic Fields* means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

*Central Controlled Irrigation Systems* means large scale, technically advanced systems used to water large or multiple sites from a central location. This advanced technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas (weather conditions, pipe breaks, etc.). These systems may also be easily programmed (individually or globally) to reduce flow rates or the amount of water applied to meet conservation needs; required reduction percentages; and provide historical data or reports. The City central irrigation system uses multiple weather stations throughout the city to collect real-time climatologically data. This data is then available to the computer to automatically shut down the system when weather conditions warrant.

“Cool Season Grasses” refers to the varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.

*Customer* means a person, company or other entity connected to the City’s water system and contracting with the City of Plano to receive potable water service.

*Drip Irrigation* means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

*Foundation* means area that includes first 24” of soil from foundation slab.

*Fugitive water* means the pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport,

storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

*High Use Areas* means publicly owned properties that have irrigated surfaces where there is a high volume of public use and there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.

*"Irrigation System"* means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

*Landscape* means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

*Potable water* means any public water supply which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

*Public Health and Safety* means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

*"Soaker Hose"* means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

*"Sprinkler"* means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

*"Swimming Pool"* means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, great than five feet in width, are included in this definition.

*Wholesale customers* purchase water at a discounted rate either directly from NTMWD or from a NTMWD water system Member City. Plano is a wholesale customer of NTMWD.

Responsibilities:

- (a) The Director of Public Works and Director of Policy and Government Relations is responsible for:
  - Advising the City Manager in issues related to water conservation and drought and water emergency issues.
  - Developing and maintaining the Water Conservation and Drought and Emergency Response Plans in consonance with the most current NTMWD Model Plan and TCEQ guidelines and policies.
  - Implementing programs to reduce and control water loss, calculating and reporting unaccounted for water, and keeping water loss under 12%. When water loss exceeds state standards, the City will intensify water loss control programs.

- Assuring that City ordinances are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.
- Preparing and submitting all the required reports, water utility profiles, and tabular materials related to water conservation in the formats and media as required by the City Plan and/or NTMWD, TCEQ, and/or the Texas Water Development Board (TWDB).
- Continuing the City's Water and Sewer Fund financial programming to support a residential meter replacement cycle of no more than 10 years and conducting a regular large meter testing program on no less than a 5-year cycle.
- Supporting the City's goal of reducing municipal gallons per capita per day (gpcd) to 220 gpcd within a 10 year period.
- Providing NTMWD and the Chair of the Region C water planning group the City's adopted resolution and drought contingency ordinance.
- Managing the administrative processing and follow-up associated with requesting of variances from City customers.
- Managing the administrative processing and follow-up associated with enforcement of all water conservation and drought contingency and water emergency response provisions of the drought contingency ordinance.
- Managing the program that allows the pursuit of administrative remedies for violations of water conservation and drought water use restrictions by non-single family water account holders.

(b) The Director of Environmental Health is responsible for:

- Developing and presenting water conservation educational and informational programs.
- Developing water conservation promotional activities including a water conservation incentive program.
- Developing and distributing the annual Water Confidence Report.
- Notifying the public of the initiation of any drought and emergency response stage.
- Assuring that education materials are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.

(c) The Director of Finance is responsible for:

- Assuring the City continues its program of universal metering and billing.
- Assuring that the City water billing/records management system includes water usage classes and capabilities to sort/separate differing classes and categories of water usage as required by the NTMWD Model Plan and Texas Administrative Code (TAC) Title 30, Part I, Chapter 288, Subchapter A, Rule 288.2(a)(2)(b).

(d) The Chief Building Official is responsible for:

- Enforcing the requirements of the International Plumbing Code (IPC) in residential and commercial facilities.
- As part of the building permit and building inspection programs, enforcing requirement for landscape irrigation system design in accordance with state design and installation requirements and inclusion of freeze and rain sensors on

all new irrigation systems (City of Plano Municipal Code §6-561). This requires irrigation system design submission by builders for review by the building official staff and inspection of the irrigation systems as part of the building inspection program.

(e) Planning Department is responsible for:

- Maintaining and enforcing the Zoning Ordinance's landscape and irrigation plan requirements through the development review process.
- Implementing procedures to allow developers to delay the installation of landscaping during drought contingency watering restrictions.

(f) Parks and Recreation Department is responsible for:

- Operating and maintaining a central controlled irrigation system, and other city irrigation systems to ensure conservation of water, and efficient use of irrigation to meet the needs of users utilizing city sites. Safety and usability for recreational users of irrigated city sites shall be considered a priority.
- Installing and maintaining landscapes and managing natural and man-made park resources in a sustainable manner suitable for the scope and scale of the assets. Demonstration of conservation measures meaningful to residential scale shall be incorporated into sites and practices when feasible.

## **2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES**

### **2.1 Conservation Plans**

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as “A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.” The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

#### Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3
- 288.2(a)(1)(B) – Specification of Goals – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 4
- 288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- 288.2(a)(1)(E) – Universal Metering – Section 5.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 8.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 12
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 10
- 288.2(c) – Review and Update of Plan – Section 11

#### Conservation Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.1 through 5.4
- 288.2(a)(2)(B) – Record Management System – Section 5.2
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.7

#### Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report (Appendix G) be completed and submitted on an annual basis.

In addition to the TCEQ required water conservation strategies, the NTMWD also requires the following strategy be included in the Member City and Customer plans:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.4 and

TCEQ rules also include optional, but not required, conservation strategies, which may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.3
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 8.6
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 8.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.5 and Appendix E
- 288.2(a)(3)(G) – Monitoring Method – Section 5.5
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 8.5 and 8.6

## **2.2 Drought Contingency Plans**

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.” The elements in the TCEQ drought contingency rules covered in this conservation plan are listed below.

### Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the adopted Drought and Emergency Response Plan in the City of Plano Municipal Code §21-53 through §21-60.2:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 10
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages
- 288.20(a)(1)(E) – Drought and Emergency Response Stages

- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages
- 288.20(a)(1)(I) - Procedures for Granting Variances
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions
- 288.20(a)(3) – Consultation with Wholesale Supplier
- 288.20(b) – Notification of Implementation of Mandatory Measures
- 288.20(c) – Review and Update of Plan – Section 11

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### 3. WATER UTILITY PROFILE

The Water Conservation Utility Profile must be completed as a requirement of the Water Management Plan. The completed Utility Profile for Retail Water Supplier (TWDB Form No.1965-R) is included in **Appendix B**.

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#### 4. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, the City of Plano must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to NTMWD. The goals for this water management plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 4.1.
- Maintain the level of unaccounted water in the system below 12%, as discussed in Section 5.4.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 8.4 and City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements.
- Increase efficient water usage as discussed in Sections 8.5 and 8.6.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

**Table 4.1  
Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)**

Description	Historic 5 yr Average <sup>1</sup>	Baseline <sup>2</sup>	5-Year Goal for year 2019	10-Year Goal for year 2024
Total GPCD <sup>3</sup>	<b>222</b>	<b>220</b>	<b>220</b>	<b>214</b>
Residential GPCD <sup>4</sup>	136	134	135	131
Water Loss (GPCD) <sup>5</sup>	27	33	27	27
Water Loss (Percentage) <sup>6</sup>	12%	15%	12%	12%

1. The Historic 5-yr Average includes 865 days of mandatory water restrictions due to drought stages and is unrealistically low to base future water use goals.
2. The Baseline is calculated from 2009 water use numbers when weather patterns and outdoor water use were more typical of total and residential water use.
3. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
4. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
5. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
6. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

## **5. METERING, WATER USE RECORDS, CONTROL OF WATER LOSS, AND LEAK DETECTION AND REPAIR**

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

### **5.1 Accurate Metering of Treated Water Deliveries from NTMWD**

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of  $\pm 2\%$ . These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

### **5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement**

The provision of water to all customers, including public and governmental users, will be metered in the City of Plano. The City of Plano tests and/or replaces their residential customer meters in accordance with Sec. 4.2.8 of AWWA C700-95 and M-6, Water Meters – Selection, Installation, Testing and Maintenance Record Management System. All residential customer meters will be budgeted to be replaced on a minimum of a 10-year cycle. Additionally, large meters will be regularly tested on no less than a 5-year interval and either maintained or replaced when their test flow is outside standards established by AWWA.

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the City of Plano will maintain a customer billing and record management system that allows for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information will be included in an annual water conservation report, as described in Section 5.6 below.

### **5.3 Determination and Control of Water Loss**

The Texas Water Development Board utilizes a methodology derived from the American Water Works Association (AWWA) and the International Water Association (IWA). This new standard uses terminology such as authorized consumption, real loss, apparent loss, and non-revenue water. Total water loss, as reported to TCEQ, includes two categories:

- Apparent Losses – Water that has been consumed but not properly measured or billed. These losses represent under-registered or under-billed water that occurs via customer meter inaccuracies, systematic data handling errors in the customer billing system, and unauthorized consumption due to illegal connections and theft.
- Real Losses – These are physical losses from the pressurized water distribution system, including water mains and all appurtenances (for example, valves and hydrants) and customer service connection piping. Real losses represent water that is lost from the distribution system prior to reaching the customer destination.

Measures to control apparent and real water losses will be part of the routine operations of the City of Plano. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in

Section 5.4 below. Meter service technicians, building inspectors, and all City crews will watch for and report signs of illegal connections, so they can be quickly addressed.

The Water Audit Worksheet, provided by TCEQ, is a "top down" audit of a utility's system using existing estimations and records. This audit will be completed annually using the Water Loss Audit Worksheets available from the Texas Water Development Board online at <https://www.twdb.texas.gov/conservation/municipal/waterloss/index.asp>. With the measures described in this plan, the City of Plano should maintain unaccounted water below 12 percent. If unaccounted water exceeds this goal, the City of Plano will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described below is the primary tool that should be used to monitor unaccounted water.

#### **5.4 Leak Detection and Repair**

As described above, city crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system, in which numerous leaks and line breaks occur, should be targeted for replacement as funds are available. The City central irrigation system uses sub-metering and real-time data collection to monitor for leaks, line breaks, and malfunctions. The system automatically shuts down when leaks are detected, then automatically generates reports for these occurrences so they may be followed up by field technicians.

#### **5.5 Monitoring of Effectiveness and Efficiency - Annual Water Conservation Report**

The City of Plano will complete the NTMWD Member City and Customer Water Conservation Report (**Appendix C**) by March 31 each year and will use this report to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values. The annual water conservation report should be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers' water conservation trends.

The City of Plano will consider using the Alliance for Water Efficiency Water Conservation Tracking Tool to assess existing water conservation initiatives and potential future initiatives.

#### **5.6 Water Conservation Implementation Report**

The TCEQ-required Water Conservation Plan Annual Implementation Report (TWDB Form No. 1966) is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

## 6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Designated education coordinator to develop water conservation materials, presentations, exhibits, rebate programs, and educational workshops.
- Trained water meter technicians to provide face-to-face communication with residents concerning proper irrigation system design and operation and other conservation practices
- Maintain Web site designed to educate residents on water conserving practices, real time water usage, recommended irrigation schedules, and links to other helpful resources.
- Utilize the “Water IQ: Know Your Water” and produce other public education materials as appropriate for targeted audiences.
- Insert water conservation information with water bills. Inserts will include material developed by the Environmental Health Department staff and material obtained from the TWDB, the TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that SES and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* Web site ([www.txsmartscape.com](http://www.txsmartscape.com)) and make water conservation brochures and other water conservation materials available to the public at City Hall and other public places.
- Make information on water conservation available on City and department Web sites and include links to following websites: “Water IQ: Know Your Water,” *Texas Smartscape*, NTMWD, Texas Water Development Board, and Texas Commission on Environmental Quality.

## **7. WATER RATE STRUCTURE**

The City of Plano will continue to bill customers using an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water. See the City of Plano Municipal Code §21-147 establishing an increasing block rate structure and minimum charge and base charges for all tiers for the residential and commercial/industrial water rates.

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## **8. OTHER WATER CONSERVATION MEASURES**

### **8.1 NTMWD System Operation Plan**

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies for which to implement a system operation plan. NTMWD's permits do allow some coordinated operation of its water supply sources, and NTMWD is seeking additional water rights for coordinated operation to optimize its available water supplies.

### **8.2 Reuse and Recycling of Wastewater**

The City of Plano does not own and operate its own wastewater treatment plants. The wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights through Lake Lavon allowing reuse of up to 71,882 acre-feet per year of treated wastewater for municipal purposes. In addition, NTMWD has also developed the East Fork Raw Water Supply Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by the NTMWD. These two reuse projects will provide up to 44 percent of the NTMWD's currently permitted water supplies. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use. In Plano, two golf courses and one athletic training facility use wastewater effluent for irrigation.

### **8.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures**

State and federal standards have required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, and 3.0 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. toilets. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. As it deems appropriate, the City of Plano will continue to implement ordinances, plumbing codes, and rules for water conserving fixtures as they evolve through relevant building codes and State of Texas requirements. The current plumbing code is adopted in the City of Plano Municipal Code §6-236 through §6-239.

### **8.4 Landscape Water Management Measures**

The City of Plano adopts the following basic landscape water conservation measures as required by NTMWD:

- The City of Plano restricts irrigation with sprinklers between the hours of 10 am to 6 pm from April 1 to October 31 of each year.
- The City of Plano encourages limiting irrigation with sprinklers to a maximum of twice per week between April 1 and October 31 when not in a drought stage that further limits watering days.
- The City of Plano encourages limiting irrigation with sprinklers to no more than one day per week between November 1 and March 30. No person or operation shall cause or permit the flow of excess or fugitive water onto any adjacent

property or public right-of-way. This includes watering impervious surfaces and watering during a precipitation or freeze event as stated in the City of Plano Municipal Code §21-52.

The City has adopted landscape regulations as part of its zoning ordinance in Article 3.1200 Landscaping Requirements. The requirements are intended to minimize waste in **landscape** irrigation by requiring:

- Submission of a water budget with landscape plans for new commercial development
- Rain sensors on irrigation systems
- Irrigation system zones to water plants based on similar water needs
- Trees and plants suitable for local soil and climate conditions.
- Landscape designs that conserve water through creative design and that comply with the following principles:
  - Soil protection and improvement
  - Careful selection and design of turf areas
  - Use of site-appropriate plan materials with water conservation in mind
  - Use of mulch around all plant materials and areas that are not turf or hardscape

In addition, the adopted plumbing codes in the City of Plano Municipal Code §6-561 require:

- New irrigation systems meeting detailed requirements of use of drip and low flow irrigation, distribution uniformity (75 percent), low-angle spray heads, designs in accordance with TCEQ
- No spray heads allowed between street and sidewalk planting areas of both residential and commercial properties
- Installation and inspection for irrigation systems that include an evaluation of the system for the distribution uniformity
- Rain and freeze sensors are required on all new irrigation systems. Rain and freeze sensors must be maintained to function

#### **8.5 Additional Water Conservation Measures**

- Promote proper maintenance of irrigation systems.
- “At home” car washing can be done only when using a water hose with a shut-off nozzle.
- Charity car washes are allowed provided hoses use shut-off nozzles.

- Promote outdoor water efficiency on Web site, including water conserving irrigation systems.
- The Finance Department will continue to use the fixed network system. The fixed network system offers the ability to analyze water usage by meter by time of day. Data is captured on a daily basis which assists in the City's efforts to educate and inform customers of patterns of water usage to help customers make better decisions regarding their water consumption and will also help identify presence of leaks. The city will continue outreach efforts to develop resources to educate customers how they can use the online meter data to view and reduce their water use.

#### **8.6 Rebates and Free Distribution of Water Conserving Devices**

The Water Conservation Incentive Program is described in **Appendix D**. The items may change from time to time as the program evolves. The appendix will be modified as these changes occur.

The City offers partial credit for leak repair with sufficient documentation.

#### **8.7 Requirement for Water Conservation Plans by Wholesale Customers**

The NTMWD Model Plan requires that every contract for the wholesale sale of water by Member Cities and/or Customers that is entered into, renewed, or extended after the adoption of this water conservation plan include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water. The Colony is the only active wholesale customer of Plano's water system.

## **9. IMPLEMENTATION OF THE DROUGHT CONTINGENCY & WATER EMERGENCY RESPONSE PLAN**

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

City of Plano Municipal Code §21-53 through §21-60.2 establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages, procedures for requesting variances, and establishing administrative remedies and fees and criminal penalties for violating the restrictions.

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**10. COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND NTMWD**

The City of Plano will send a copy of this water management plan, the resolution adopting the plan, and the water utility profile to the NTMWD and the Chair of the Region C Water Planning Group.

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## **11. REVIEW AND UPDATE OF WATER MANAGEMENT PLAN**

As required by TCEQ rules, the City of Plano will review the Water Management Plan, including the Drought Contingency and Water Emergency Response Ordinance, every five years. The plan will be updated as appropriate based on new or updated information.

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## 12. IMPLEMENTATION AND ENFORCEMENT OF THE WATER MANAGEMENT PLAN

**Appendix J** contains a copy of the resolution adopted by the City Council regarding the Water Management Plan. The following ordinances are also included as part of the Water Management Plan:

Landscape Water Management Regulation – City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements

Illegal Water Connections and Theft of Water – City of Plano Municipal Code §21-17 and §21-18

Water Rates - City of Plano Municipal Code §21-147

Drought Contingency & Water Emergency Response - City of Plano Municipal Code §21-53 through §21-60.2

Plumbing Code - City of Plano Municipal Code §6-236 through §6-239 and §6-561

Fugitive Water - City of Plano Municipal Code §21-52

**APPENDIX A  
LIST OF REFERENCES**

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20.
- (2) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a \* were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) \*City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) \*City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) \*City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) \*City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.

- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) \*City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.
- (30) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2.
- (31) Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
- (32) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency/Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a \* were used heavily in the development of this plan.

- (33) Edward Motley, Marisa Vergara, Tom Gooch, and Stephanie Griffin: Memorandum to File on "Region C Municipal Water Use Projections Adopted on August 18, 2003," Fort Worth, August 21, 2003.
- (34) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (35) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (36) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (37) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (38) \*City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (39) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (40) \*City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (41) \*City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (42) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (43) \*City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (44) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (45) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (46) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (47) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (48) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (49) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>

- (50) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (51) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (52) City of Houston: "Water Conservation Plan," 1998.
- (53) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (54) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (55) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (56) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (57) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (58) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (59) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (60) \*City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

**APPENDIX B  
WATER UTILITY PROFILE**

**TO BE UPDATED**

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**APPENDIX C**  
**NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER CONSERVATION REPORT**  
**TO BE UPDATED**

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**APPENDIX D  
WATER CONSERVATION INCENTIVE PROGRAM**

The Water Conservation Incentive Program includes two components, as outlined below:

**1. Free Water Conservation Items**

The City of Plano offers residents free water conservation items that are available at the Customer and Utility Service counter from 8am to 5pm, Monday through Friday at the Municipal Center.

Following is the list of items available and a description of each item:

- Low-Flow Shower Head: This self-cleaning shower head features a non-aerating spray, meaning less temperature loss and hot water energy savings.
- Toilet Leak Detection Tablets: These dye tablets are used to check for a leak between the toilet tank and bowl.
- Toilet Flapper: Water treatment processes, toilet bowl cleaners, and high water pressure can cause replaceable toilet parts, such as the toilet flapper, to disintegrate. This item should be used to replace an existing toilet flapper if black “goo” is found to be present.
- Kitchen Faucet Aerator: By introducing air into the stream, this aerator provides an even spray pattern while saving water.
- Rain Gauge: This gauge assists the resident in determining how to adjust an outdoor irrigation schedule according to season and recent rainfall.
- Bathroom Faucet Aerator: By introducing air into the stream, the aerator provides an even spray pattern while saving water.

**2. Water Conservation Rebate Program**

**Program Eligibility and Guidelines**

***Eligibility:***

- Participant must currently own their home and have a City of Plano water utility account in good standing for the property where installation of qualifying item occurred.
- Eligibility is limited to residential homes only; commercial buildings are not eligible.
- To meet eligibility guidelines, items must be purchased from a retailer located within the City of Plano.
- The City of Plano reserves the right to terminate or modify the water conservation rebate program at any time.

***Process:***

- Resident mails receipt and application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.
- Completed applications must be received by the City of Plano within 120 days of purchase of eligible water conserving item.
- Utility credits will be processed in the order they are received on a first-come first-served basis.

- The City issues a credit on resident's utility bill within 30 days of receipt of completed application.

### **WaterSense Approved, High Efficiency Toilets (HET's)**

#### ***Eligibility:***

- Only homes built in 1994 or earlier are eligible for the program.
- Only new, WaterSense® labeled high efficiency models of toilets (HET) will be eligible for utility credit.
- New high efficiency qualifying toilet (average of 1.28 gallons per flush) must replace an older, inefficient toilet (using greater than 1.6 gallons per flush). Residence must not already have low-flow or high efficiency toilets (HET's) installed.

#### ***Process:***

- Resident must first purchase and install qualified toilet from local retailer.
- High Efficiency Toilet Rebate Applications are available online at [www.livegreeninplano.com](http://www.livegreeninplano.com) or [www.plano.gov/waterrebates](http://www.plano.gov/waterrebates).
- Once installed, the resident must submit a copy of the receipt and application within 120 days of purchase date.
- Complete application will be sent to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.
- Credits will be issued to the utility bill for the following amounts:
  - \$100 for the first toilet
  - \$75 for the second toilet
  - \$50 for the third toilet
- If required documentation has not been provided, rebate will be denied.

### **Rain/Freeze Sensor**

#### ***Eligibility:***

- New irrigation systems are not eligible for this program.
- Irrigation system must not already have a rain and freeze sensor device installed.
- Only new rain and freeze sensors purchased from a retailer located within the City of Plano will be eligible for rebate. The City of Plano does not require an irrigation permit to retrofit an irrigation system for a rain and freeze sensor.

#### ***Process:***

- Resident must select, purchase, and install rain/freeze sensor from a retailer within Plano.
- Rain/Freeze Sensor Rebate Applications are available online at [www.livegreeninplano.com](http://www.livegreeninplano.com) or [www.plano.gov/waterrebates](http://www.plano.gov/waterrebates).
- Resident must mail in rebate application and proof of purchase no later than 120 days from date of purchase.
- If sensor is installed by licensed irrigation professional, resident must submit proof of installation, including license number of irrigation professional.

- Resident will send completed application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093
- The City of Plano will issue a \$50 water utility credit to resident's utility bill for the purchase and installation of a rain freeze sensor.
- If a licensed irrigation profession installed the device and proof of the installation including the irrigator's license number, then a total of \$75 water utility credit will be issued to the resident's utility bill.
- If required documentation has not been provided, rebate will be denied.

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**APPENDIX E  
ADOPTION OF WATER MANAGEMENT PLAN  
Resolution No.**

(Pages \_\_\_\_\_ Reserved for Signed Resolution  
Adopting Water Management Plan)

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