

CITY COUNCIL

1520 AVENUE K



DATE: 4/23/2012

CALL TO ORDER: 7:00 p.m.

INVOCATION: Reverend Janet Collinsworth
St. Andrew United Methodist Church

PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: The Annual National Volunteer Month recognizes those who give their time and energy by volunteering throughout the City of Plano.</p> <p>Special Recognition: Libby McCabe, the 2012 VIP Supervisor, is being recognized for her excellent work with the volunteers in the Plano Engineering Department.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> April 9, 2012</p>	
(b)	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency) Bid No. 2012-129-C for a one (1) year contract with three (3) City optional renewals for Neighborhood Park Litter Services for the Parks Department to Northstar Facility Services, Inc., in the estimated annual amount of \$63,050 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p><u>Purchase from an Existing Contract</u> To approve the purchase in the amount of \$67,937 from Sunbelt Pools for re-plastering the Tom Muehlenbeck Center outdoor pool through an existing contract with BuyBoard; authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 370-11)</p>	
(d)	<p><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u> To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$178,233 for Lower White Rock Creek Basin Infiltration/Inflow Analysis Project No. 6228; and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>To approve a Landscape Architecture Services Agreement by and between the City of Plano and David T. Retzsch Design, LLC, in the amount of \$70,250 for design services for Sunset Park and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p><u>Approval of Change Order</u> To Crossland Construction Company decreasing the contract by \$95,000 for Fire Station 13, Change Order No. 2; original Bid No. 2010-123-B.</p>	
(g)	<p><u>Adoption of Resolutions</u> To repeal Resolution No. 2005-9-5(R) and designating a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such a zone; providing for waiving of certain development and building fees; and providing an effective date. Applicant: City of Plano</p>	
(h)	<p>To approve the purchase of services from Redflex Traffic Systems, Inc., a sole source provider, for existing and new equipment for the Red Light Photo Enforcement system in the amount of \$4,877 per approach; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p><u>Adoption of Ordinances</u></p> <p>To amend 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.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Consideration of an Ordinance to amend Ordinance No. 79-6-10 to reduce the percentage of gross receipts for the sale of food for certain private club permittees and changing the references to the current provisions of the Zoning Ordinance; providing a severability clause and an effective date. Applicant: City of Plano</p>	
(2)	<p>Public Hearing and consideration of an Ordinance to amend the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano (Tabled - 4/9/12)</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/23/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: The annual National Volunteer Month recognizes those who give their time and energy by volunteering throughout the City of Plano.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**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:		04/23/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: Libby McCabe, the 2012 VIP Supervisor, is being recognized for her excellent work with the volunteers in the Plano Engineering Department.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 9, 2012**

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan (arrived at 5:10 p.m.)
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

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

Mayor Dyer called the meeting to order at 5:02 p.m., Monday, April 9, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:54 p.m.

**Consideration and action resulting from Executive Session discussion – Personnel:
Reappointment – North Texas Municipal Water District Board**

Upon a motion made by Council Member Harris and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Shep Stahel.

UT Dallas Update

David E. Daniels, President of UT Dallas, reviewed the history of the campus and spoke to its focus on science, engineering and business. He spoke regarding contributions to the community including an influx of residents, talent pool for local companies, and an expanding incubator program for start-up companies. Mr. Daniels spoke regarding plans for construction, the university's guaranteed four-year fixed rate tuition plan, and building a national reputation.

Update, Discussion and Direction Regarding Temporary Sign Ordinance – Sail Banners

Chief Building Official Mata reviewed two options for consideration of each of which includes the same size and spacing requirements with differences in the number of banners permitted per business (Option #1 – two per business, Option #2 – three per business). He spoke to the creation of definitions and procedures to include setback requirements, visibility triangle restrictions, notification of banner locations and permit business tenants with a current certificate of occupancy to obtain permits while tenants in a multi-occupational building shall be required to obtain the signature of the center’s manager/owner as a joint applicant.

Mr. Mata advised that there may be a limited number of businesses who have purchased more than three banners and clarified the setback and spacing requirements. City Attorney Wetherbee spoke to placement on private property and at least ten feet back from the curb. Council Member Dunlap spoke to the impact of spacing and driveways on the placement of banners on adjacent properties and Mr. Mata advised Staff would review. The Council stated a consensus in support of Option #1 to include two sail banners per business.

Engage Plano – Overview of Crowdsourcing and Interactive Internet Forum

Recreation Superintendent Miller spoke to implementation of an interactive forum powered by Mind Mixer on May 1, 2012. She advised regarding questions posed for citizen comment, and spoke to utilization of response data, rewards for participants and a twitter feed feature. City Manager Glasscock spoke to utilization of an internal component. Director of Technology Services Stephens provided the Council a preview of the City’s online property tax calculator.

Council Items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Council Member Dunlap requested that Consent Agenda Item “C,” Bid 2012-115-B Canyon Valley Trail - Silverstone Drive to Parker Road - Project No. 6100 to Jim Bowman Construction Co., LP, in the amount of \$393,980 be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:43 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
April 9, 2012

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Dyer convened the Council into the Regular Session on Monday, April 9, 2012, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member Dunlap led the invocation and Mayor Dyer led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Dyer recognized Motorcycle Safety Awareness Month.

COMMENTS OF PUBLIC INTEREST

Sandy Daniels of Garland, Texas requested consideration of posting “Share the Road” signs on City thoroughfares.

CONSENT AGENDA

Upon the request of Council Member Dunlap, Consent Agenda Item “C” was removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Council Member Harris and seconded by Mayor Pro Tem Miner, 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”)

March 22, 2012
March 26, 2012

Approval of Expenditures

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

Bid No. 2012-110-O for the purchase of Police Parking Lot Expansion Part III at the Police Administration Building from Williams & Thomas, L.P. dba Jamail & Smith Construction in the amount of \$173,544 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2012-111-C for a one (1) year contract term with three (3) optional one (1) year renewals for Overhead Door Inspection and Maintenance for the Plano Facilities Department to Commercial Door Company of Dallas, Inc. dba Overhead Door Company of Dallas-Commercial in the estimated annual amount of \$66,044 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Bid No. 2012-51-B for the purchase of two (2) Self-Unloading Belt Trailers for Fleet Services to be utilized by Compost Operations from Trinity Trailer Sales Inc. in the amount of \$171,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Purchase from an Existing Contract

To approve the purchase of a False Alarm Tracking and Billing System to include Software Licenses, Installation, Data Conversion and Training for the Plano Police Department in the amount of \$66,825 from Dell Marketing L.P., through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR Contract #SDD-890) (Consent Agenda Item "F")

To approve the purchase of one (1) Kenworth Truck/Tractor for Fleet Services to be utilized by Compost Operations in the amount of \$105,993 from MHC Kenworth through an existing contract/agreement with Buy Board, and authorizing the City Manager to execute all necessary documents. (Buy Board Contract #358-10) (Consent Agenda Item "G")

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

To approve a Professional Services Agreement by and between the City of Plano and Walter P. Moore and Associates, Inc., in the amount of \$108,540 for the Oak Hollow & Brandon Court project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

Adoption of Resolutions

Resolution No. 2012-4-1(R): To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas, and Sears Holdings Management Corporation; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2012-4-2(R): To approve the terms and conditions of a Second Amendment to the Tax Abatement Agreement by and between the City of Plano, Texas, Plano Tech Center Partners, Ltd., and GE Power Electronics, Inc. formerly Lineage Power Corporation; and authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2012-4-3(R): To approve the terms and conditions of a First Modification of Agreement by and between the City of Plano and Legends Sales & Marketing, LLC, successor to CSL Marketing Group, LLC, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2012-4-4(R): To authorize a Partial Release of Public Improvement Agreement dated March 7, 1995, by Hagggar-Jezzeen Partners, a Texas general partnership (“Hagggar-Jezzeen”), J.M. Hagggar, Jr., an individual (“Mr. Hagggar”) (collectively, “Hagggar”) and the City of Plano, Texas, a home rule municipal corporation (“City”), authorizing the City Manager to execute the Release; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2012-4-5(R): To approve expenditures for required and customary payroll contributions in the settlement of the lawsuit styled Billy Horton, Robert Morris, Robert Prunty, Alan Spurgin, David Ratcliff, and Sam Biggam, individually and on behalf of similarly situated individuals v. City of Plano, Civil Action No. 4:10-cv-372, United States District Court, Eastern District of Texas, Sherman Division in addition to the previously approved amount of \$554,333; authorizing the City Manager to execute any and all documents necessary to authorize such expenditure; and providing an effective date. (Consent Agenda Item “M”)

Adoption of Ordinances

Ordinance No. 2012-4-6: To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of 14th Street within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2012-4-7: To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Ridgetop Lane, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2012-4-8: To abandon all right, title and interest of the City, in and to that certain 15' Temporary Drainage Easement recorded in Volume 4590, Page 950, of the Land Records of Collin County, Texas and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Legacy North PT MFA V, 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 "P")

Ordinance No. 2012-4-9: To repeal Ordinance No. 2011-9-32; establishing the number of certain classifications within the Police Department for fiscal year 2011-12; establishing the authorized number and effective dates of such positions for each classification effective April 9, 2012 respectively; establishing a salary plan for the Police Department effective April 9, 2012; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item "Q")

Ordinance No. 2012-4-10: To adopt and enact Supplement Number 98 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 "R")

END OF CONSENT

Due to a possible conflict of interest, Council Member Dunlap stepped down on the following agenda item.

Bid 2012-115-B Canyon Valley Trail - Silverstone Drive to Parker Road - Project No. 6100 to Jim Bowman Construction Co., LP, in the amount of \$393,980 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Council Member Harris, the Council voted 7-0 to approve Bid 2012-115-B Canyon Valley Trail - Silverstone Drive to Parker Road - Project No. 6100 to Jim Bowman Construction Co., LP, in the amount of \$393,980.

Council Member Dunlap resumed his seat at the bench.

Public Hearing and consideration of an Ordinance to amend the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano (Regular Agenda Item "1")

Senior Planner Sims spoke to the joint meeting held with the Council and Planning and Zoning Commission to discuss revisions to the Comprehensive Plan and address undeveloped land and redevelopment recommendations. He reviewed the six recommendations: 1) All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to/availability of amenities and services; 2) Isolated residential development should not be permitted, residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise and special needs housing is an exception, if surrounding land use is compatible; 3) The

Consideration of an Ordinance to amend the Land Use Element of the Comprehensive Plan (cont'd)

1,200-foot setback for residential uses along S.H. 121 should be retained and applied to the Dallas North Tollway (DNT), S.H. 190 and US 75. Factors including topography, creeks, vegetation and existing development patterns should be considered; 4) No new low-rise multifamily development less than 5 stories should be allowed south of Tennyson Parkway, along the DNT between Communications Parkway and Parkwood Boulevard. Mid-rise (5-12 stories) may be considered with a specific use permit (SUP); 5) New multifamily zoning should require a minimum density of 40 dwelling units per acre with phased development at minimum average of 40 units per acre (No phase at less than 40 units per acre should be built. Only allowed if future phase would maintain density or built concurrently with higher density phase.); 6) Establish two new zoning districts: urban mixed-use district and neighborhood mixed-use district. Allow an option to include mid-rise multifamily with an SUP (Only within expressway corridors. Urban mixed-use zoning districts where designated as appropriate in the Comprehensive Plan). Mr. Sims advised that the Planning and Zoning Commission recommended approval as submitted. Director of Planning Jarrell advised that the Comprehensive Plan, while not as rigid as ordinances, is used as a guideline by developers and Staff in processing requests and making recommendations to the Council and Commission.

Mayor Dyer opened Council discussion for each recommendation. The Council had no comments related to Item No. 1. Mr. Sims responded to the Council, advising that the only exceptions for Item No. 2 related to preventing isolated residential neighborhoods would be mid-rise (5-12 story) and special needs housing. Senior Planner Firgens and Mr. Sims responded to Council regarding Item No. 3, advising that there may be some instances where residential development may encroach into the 1,200 foot setback along S.H. 121, DNT, S.H. 190 or US 75, but that the recommendation considers factors such as noise and traffic congestion. Council Member Dunlap stated concern regarding the definitions of mixed-use development and Staff advised regarding future development of definitions and policy statements. Mr. Sims referenced information from the *Urban Land Institute* which finds that mixed-use is defined by three parts including three or more significant revenue-producing uses, significant functional and physical integration of project components and conformance with a coherent plan. Ms. Jarrell responded to the Council regarding Item No. 4, advising that while the DNT should be reserved for commercial uses, there may be some opportunity for mid-rise residential development and that 5-12 story structures utilize different construction types (steel versus wood frame). She spoke to inclusion of a specific use permit process to allow for review by the Commission and Council. Ms. Jarrell further advised that the first floor could be reserved for retail rather than residential and spoke to reductions in parking requirements. Staff responded to Council Member Dunlap regarding Item No. 5 and the timing of development to maintain a minimum average of 40 units per acre, advising that the intent is to apply the requirement throughout development. The Council had no comments related to Item No. 6.

Mayor Dyer opened the Public Hearing. Dr. Robbie Robinson, designer and developer of The Shops at Legacy spoke to its success, stated concern regarding the potential for additional residential units, and spoke to strengthening regulations. Rutledge Haggard stated concern regarding development of 5-12 story structures in the area south of Spring Creek Parkway between Parkwood Boulevard and the DNT, citing future lease rates resulting from higher construction costs.

Consideration of an Ordinance to amend the Land Use Element of the Comprehensive Plan (cont'd)

Lucy Billingsley spoke regarding current lifestyles and the demographics of Austin Ranch. She spoke to the importance of magnitude in preventing isolated neighborhoods and Gramercy on the Parks in North Dallas using structured parking as a buffer along the DNT. Ms. Billingsley spoke to issues related to vertical mixed-use products and advised that Austin Ranch has an approximate overall density of 35 units to the acre with no structures over 4 stories. Council Members Dunlap and Duggan spoke to the structural differences between steel and wood construction. No one else spoke for or against the request. The Public Hearing was closed.

Mayor Dyer opened Council discussion for each recommendation. Council Member Gallagher recommended tabling the item to receive additional public comment. Council Member Dunlap spoke regarding Item No. 1 and future interpretation of terminology for residential requests (e.g. "access" "availability") and recommended including reference to both public and private infrastructure to which the Council indicated support. Ms. Jarrell provided clarification for Item No. 2, advising that the recommendation requires mixed-use developments to include amenities typically provided for in single-family neighborhoods (parks/schools). The Council stated a general consensus in support. The Council discussed the setback requirements in Item No. 3 and application of the guidelines. Ms. Jarrell spoke to inclusion of a setback preserving prime properties along the DNT for economic development and to some areas where residential development may encroach into the setback. The Council stated a consensus in agreement while allowing some flexibility.

Ms. Jarrell advised that mid-rise residential development may not achieve 40 units per acre, and that the goal is to preserve areas for commercial economic development while including these as an option for Item No. 4. The Council discussed meeting density objectives without a five-story requirement, expenses associated with five stories, and the potential for taller structures. Council Member Dunlap spoke to differentiating between mid-block versus high density urban core developments. Mayor Dyer, Mayor Pro Tem Miner and Deputy Mayor Pro Tem Smith stated support, only if multifamily areas are associated with distinct developments. Ms. Firgens spoke to challenges of blending a neighborhood development into the area south of Spring Creek Parkway along the DNT corridor. She spoke to the demand in the corridor for office development and property viable for higher densities.

Council Member Dunlap stated concern regarding the lack of clarity in the definition of mixed-use development and its application when considering the number of units per acre as proposed in Item No. 5. Ms. Firgens advised that the recommendation includes a phasing option to accommodate developments that offer various types of residential products. Ms. Jarrell spoke regarding Item No. 6 advising that when complete, specific definitions for mixed-use will clarify expectations. Mr. Sims spoke to the three locations recommended for urban mixed-use (Preston Road/Park Boulevard, Collin Creek Mall and the Parker Road Dart Station). Ms. Firgens spoke to the defined districts facilitating discussion based on land use and zoning and Ms. Jarrell spoke to mixed-use definitions including expectations of including three or more uses. The Council stated concern regarding the potential for phased-in projects developing retail uses prior to residential and for additional multi-family in areas across the City including The Shops at Legacy.

Consideration of an Ordinance to amend the Land Use Element of the Comprehensive Plan (cont'd)

The Council spoke to receiving additional input. Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to table the item until April 23, 2012.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 9:06 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/23/2012		
Department:		Purchasing		
Department Head		Diane Palmer- Boeck		
Agenda Coordinator (include phone #): Nicole Griffin ext 7204				
CAPTION				
Bid No. 2012-129-C for a 1 (one) year contract with 3 (three) City optional renewals for Neighborhood Park Litter Services for the Parks department to Northstar Facility Services, Inc., in the estimated annual amount of \$63,050 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,117,952	0	1,117,952
Encumbered/Expended Amount	0	-403,129	0	-403-129
This Item	0	-63,050	0	-63,050
BALANCE	0	651,773	0	651,773
FUND(S): General Fund				
<p>COMMENTS: Funding for this item is included in the approved FY 2011-12 Park Field Services budget. This item awards a contract to Northstar Facility Services, Inc. to provide litter service at 47 neighborhood parks within the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Continued litter collection and disposal at parks across the city relates to the City's goal of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
The Parks and Recreation Staff recommends the bid of Northstar Facility Services Inc., in an estimated amount of \$63,050 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents: Memorandum Bid Recap			Other Departments, Boards, Commissions or Agencies	

MEMO

TO: PURCHASING DEPARTMENT, NICOLE GRIFFIN
FROM: MATTHEW SIMMONS, PARKS FIELD SERVICES SUPERVISOR
DATE: 4/13/2012
RE: **AWARD RECOMMENDATION 2012-129-C** Outdoor Litter Service

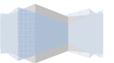
It is the recommendation of Parks and Recreation Department to award **2012-129-C for Outdoor Litter Service** to *Northstar Facility Services, Inc.* in the amount of \$63,050. Northstar Facility Services, Inc. has a good working relationship with the City of Plano based on their previous performance on other city contracts. Park's believes that Northstar Facility Services, Inc. is capable of meeting the requirements of the aforementioned maintenance contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

As shown in the bid re-cap, Lawn Star Landscape was low bid at \$52,965, but was deemed non-responsive, as they failed to show the required experience in providing this type of service on properties of like size and type in their work history. LifeNet was second low bid at \$57,224, but was also deemed non-responsive to the bid specifications for failure to provide the required work history. Northstar Facility Services, Inc. is, therefore, the lowest responsive, responsible bidder. This contract includes litter service for 47 neighborhood parks in Plano.

Total budget for this bid was \$70,000. Total annual amount awarded for this contract is \$63,050. This price is consistent with the other contracts for existing litter contracts in Plano.

Please review and begin the necessary steps for award of this contract.

Attachments:
Bid Recap



CITY OF PLANO
BID NO. 2012-129-C
Neighborhood Park Litter Service
BID RECAP

Bid opening Date/Time: April 2, 2012 @ 2:00 pm

Number of Vendors Notified: 970

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 2

Number of Bids Submitted Responsive to Bid: 3

Northstar Facility Services Inc.	\$63,050.00
ACBMS, LLC	\$64,180.00
Texas Tree Turf Co.	\$66,819.64

Recommended Vendors:

Northstar Facility Services Inc.	\$63,050.00
----------------------------------	-------------

Nicole Griffin

Nicole Griffin
Buyer I

April 11, 2012

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	4/23/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

To approve the purchase in the amount of \$67,937 from Sunbelt Pools for re-plastering the Tom Muehlenbeck Center outdoor pool through an existing contract with BuyBoard; authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 370-11)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	200,435	432,565	100,000	733,000
Encumbered/Expended Amount	-200,435	-195,215	0	-395,650
This Item	0	-67,937	0	-67,937
BALANCE	0	169,413	100,000	269,413

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the FY 2011-12 Capital Reserve CIP. This item, in the amount of \$67,937, will leave a current year balance of \$169,413 for the Pool Equipment project.

STRATEGIC PLAN GOAL: The Pool Equipment project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends approval of a purchase to replaster the outdoor pool at the Tom Muehlenbeck Center from Sunbelt Pools in the amount of \$67,937. The existing plaster has started to fail in many locations. Once the plaster starts to fail, it will continue to get worse until it is replaced. Pricing was obtained through BuyBoard Contract No. 370-11.

The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 370-11)

Sunbelt Pools has successfully completed several pool repair projects for the City in the past.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Date: April 12, 2012
To: Earl Whitaker, Senior Buyer
From: Heather Miller, Recreation Superintendent
Subject: **Pool Repair: Plaster at Tom Muehlenbeck Center**

The Recreation Division recommends a purchase in the amount of \$67,937 from Sunbelt Pools for replastering the Tom Muehlenbeck Center outdoor pool through an existing contract with Buy Board; No. 370-11.

Pool repair contracts were shopped through existing state contracts and cooperatives. Sunbelt Pools is the sole vendor on contract or cooperative that can perform this service. Sunbelt has a long, rich history of performing exceptional pool repairs and services with the Recreation Division.

The plaster in the outdoor pool at the Tom Muehlenbeck Center is failing. Without repair, it will continue to fail, causing an unsafe surface for the patrons and potential damage to the concrete shell of the pool which would result in significant damages/costs to the facility.



March 7, 2012

BUYBOARD QUOTE

Contract Number – 370-11 Parks and Rec Equipment

**City of Plano
Tom Muehlenbeck Center**

Scope of work for resurfacing the Tom Muehlenbeck outdoor upper pool:

1. Drain the pool and remove the hydrostatic plugs in the main drains
2. Saw cut and chisel beneath all the water line tile and remove all the existing pool finish while salvaging the water line and step delineator tile.
3. Saw cut and chisel around all lights, fittings, main drains and other surface penetrations and remove three to four inches of plaster directly around each item
4. Acid wash the pool surface with muriatic acid to remove oils and surface impurities on the remaining plaster and neutralize the acid salts before applying the bond kote.
5. Apply a Bond Kote mechanical bonding agent to the entire pool surface approximately 24 hours prior to plastering the pool.
6. Apply a 3/8" thick light colored Diamond Brite to the pool surface using large stainless steel trowels and work the finish until it is uniformly smooth and hard.

Buy Board Cost: \$67,937.00

By Others:

1. City to begin filling the pool. Note: City to furnish hoses and water source for filling the pool.
2. City responsible for removing the excess plaster dust once the pool is filled by vacuuming it with portable vacuum systems. (Refer to alternate cost for After Plaster Care)
3. City responsible for adding all chemicals and balancing the water chemistry. (Refer to alternate cost for After Plaster Care)

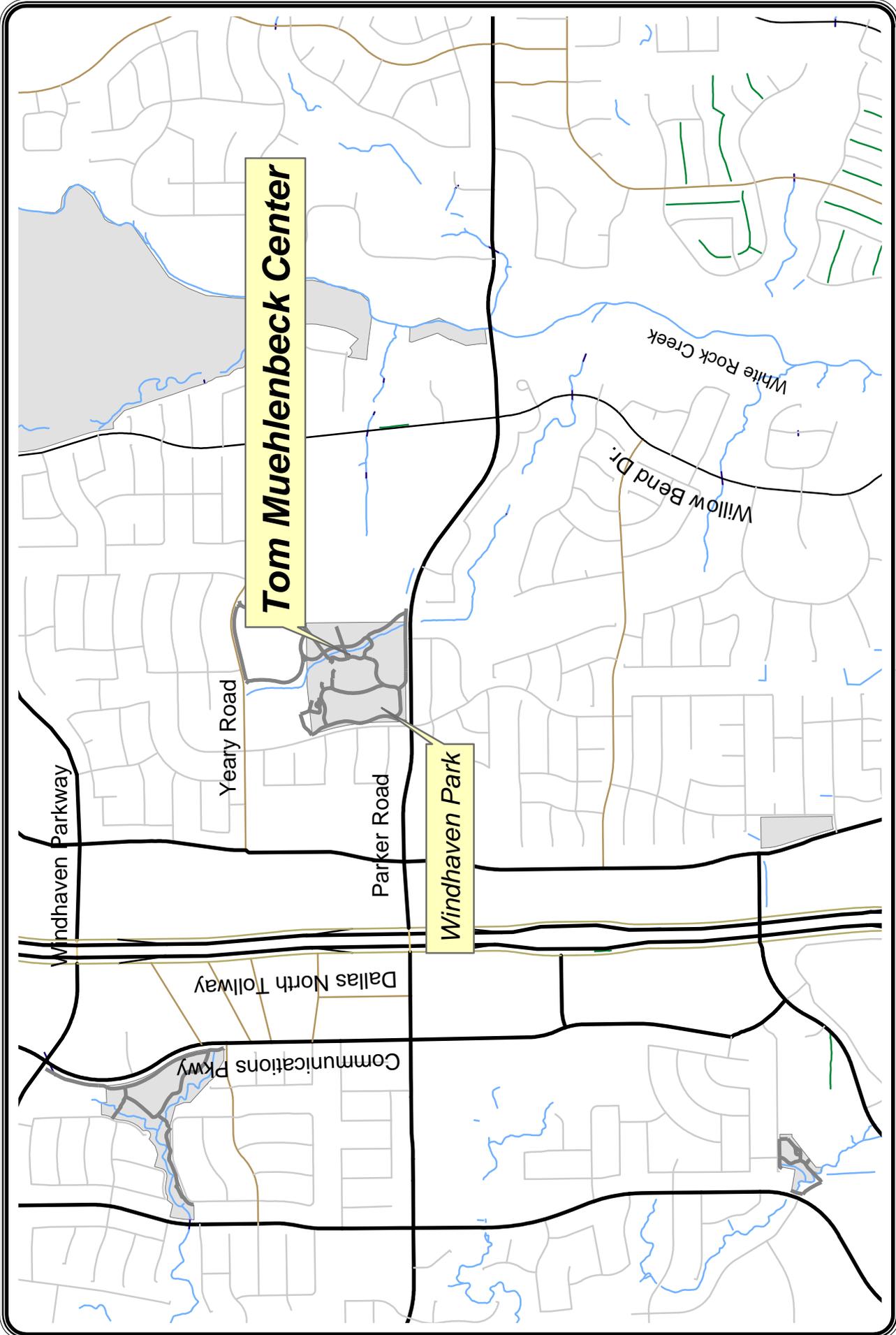
Alternate Unit Costs:

1. Cost for Sunbelt to remove the plaster dust and balance the water chemistry - \$1,536.00
2. Repair minor superficial surface cracks in pool structure - \$20.00 per lineal foot.
3. Apply a 3/8" thick white marcite plaster to the pool surface using large stainless steel trowels and work the finish until it is uniformly smooth and hard. - \$52,834.00

10555 PLANO ROAD DALLAS, TEXAS 75238-1305

214 343.1133 1 800 548.9115 FAX 214 343.1201

www.sunbeltpools.com robm@sunbeltpools.com



Tom Muehlenbeck Center



**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:	4/23/12
Department:	Public Works
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #): Linda Sweeney (7157)	
Project No. 6228	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$178,233, for Lower White Rock Creek Basin Infiltration/Inflow Analysis Project No. 6228; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	180,000	0	180,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-178,233	0	-178,233
BALANCE	0	1,767	0	1,767

FUND(S): SEWER CIP

COMMENTS: Funds are included in the FY 2011-12 Sewer CIP. This item, in the amount of \$178,233, will leave a current year balance of \$1,767 for the Lower White Rock Creek I/I Study project.

STRATEGIC PLAN GOAL: Engineering analysis of the Lower White Rock Creek Sewer Basin relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for an engineering analysis of the Lower White Rock Creek Sewer Basin. This basin is roughly bounded by Coit Road on the east, Dallas Parkway on the west, George Bush Toll Road on the south and Spring Creek Parkway on the north. The objective of this analysis is to determine where, and to what extent, there is storm water infiltration/inflow into the existing sewer system in this area. This will be accomplished by installing flow monitoring meters in twenty manholes and charting the flow volumes over a period of two to four months. The dry weather flows are compared to the wet weather flows to determine the amount and general locations of storm water infiltration/inflow. The contract fee is for \$178,233.00 and is detailed as follows:

Basic Services

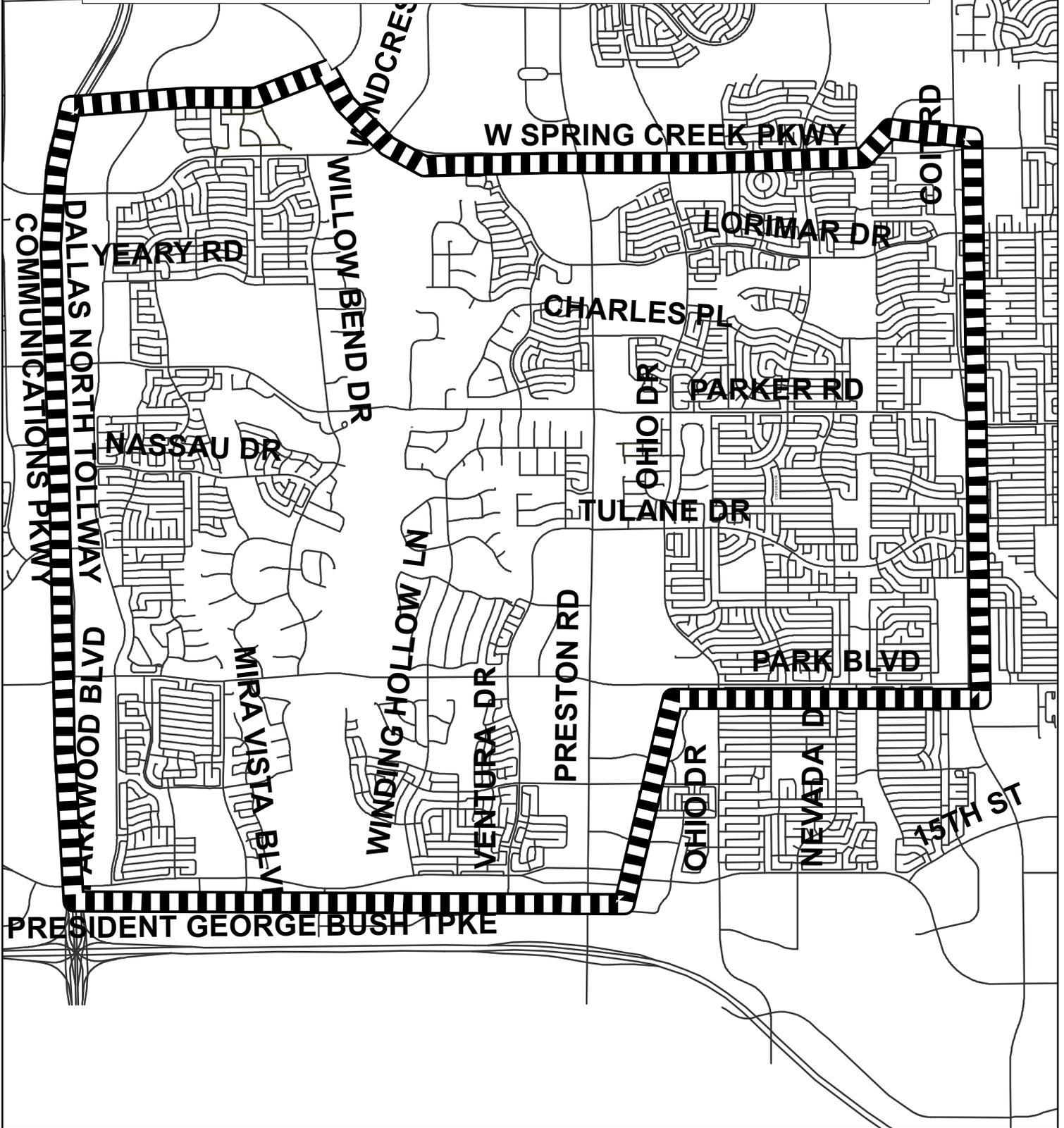
Flow Monitoring for 60 days	\$103,100.00
Rainfall Gauging	\$ 5,760.00
Flow Data Analysis	\$ 13,742.00
Final Report	\$5,850.00
<u>Project Administration</u>	<u>\$1,571.00</u>
Initial Study Total	\$130,023.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Services	60 days of additional monitoring, gauging and reporting, if required	<u>\$48,210.00</u>
Total Services	Basic Services and Special Services	\$178,233.00
List of Supporting Documents Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A	

**LOWER WHITE ROCK CREEK BASIN
INFILTRATION/INFLOW ANALYSIS
PROJECT NO. 6228**



LOWER WHITE ROCK CREEK BASIN INFILTRATION/INFLOW ANALYSIS

PROJECT NO. 6228

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 **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability 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 **LOWER WHITE ROCK CREEK BASIN INFILTRATION/INFLOW ANALYSIS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Tim Bennett

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

Pipeline Analysis, LLC
1115 Main Street
Garland, TX 75040
Attn: James H. Forbes, Jr.

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.

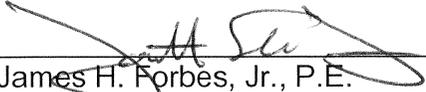
G. Authority to Sign:

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.

PIPELINE ANALYSIS, LLC
A Texas Limited Liability Company

DATE: 4-5-12

BY: 
James H. Forbes, Jr., P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

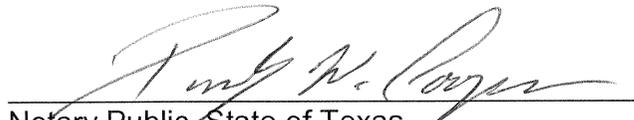
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

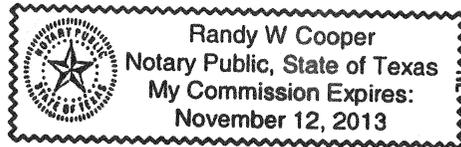
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of APRIL, 2012, by **JAMES H. FORBES, JR., P.E., President**, of **Pipeline Analysis, LLC**, a **Texas** Limited Liability Company, on behalf of said company.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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
LOWER WHITE ROCK CREEK BASIN INFILTRATION/INFLOW ANALYSIS
PROJECT NO. 6228

PROJECT DESCRIPTION

This project will consist of a sanitary sewer Infiltration/Inflow (I/I) Analysis of the Lower White Rock Creek Basin. The service area included in this scope of services is shown in Figure 1 – Study Area Map. The approach to the I/I Analysis is organized around the City's objectives for this project:

- Reduction in dry and wet weather infiltration/inflow
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Customer satisfaction

BASIC SERVICES

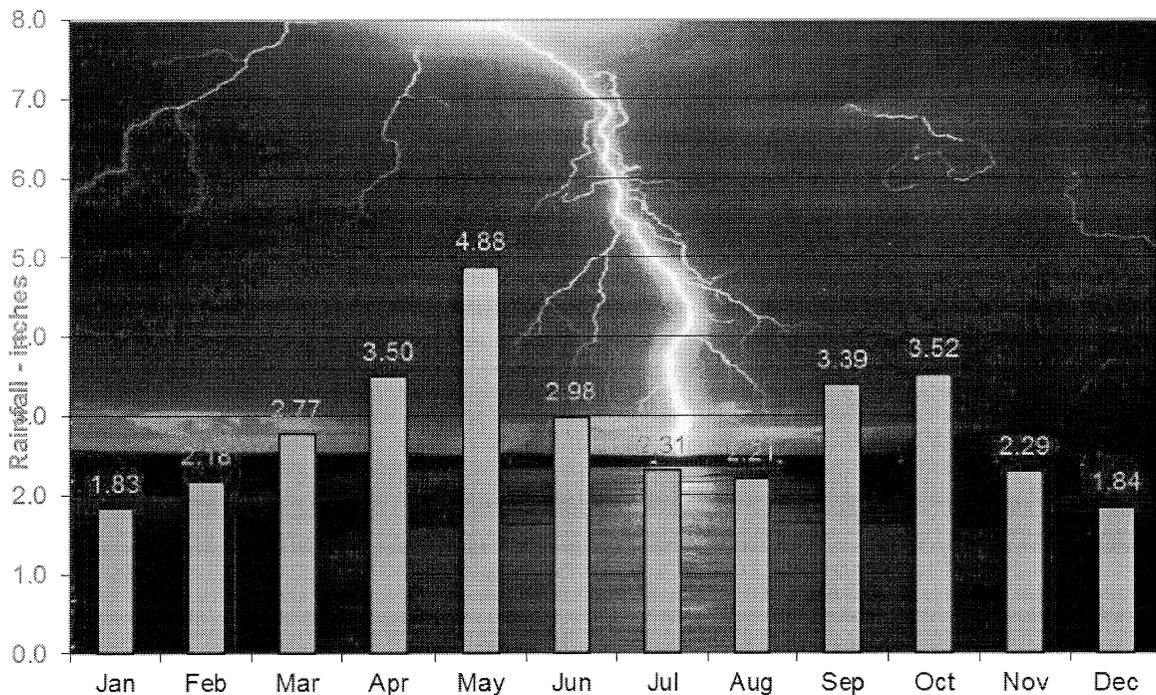
The investigation objectives and goals will be achieved through the performance of the following tasks:

TEMPORARY FLOW MONITORING

In order to perform an I/I analysis and establish the existing capacity being used during dry and wet weather, it will be necessary to obtain flow monitoring information during both dry and wet weather. Under ideal conditions, multiple events are recorded to establish the volume of extraneous water that enters the collection system. From this collected data the inflow response for each storm event is determined. Information obtained during the monitoring period will be used to determine the following for each metering site:

- Average daily flow-dry weather
- Peak flow-dry weather
- Average daily flow-wet weather
- Peak flow-wet weather
- Peak inflow rates
- Total I/I volume

Normal Monthly Rainfall
Dallas - Fort Worth Airport



The preliminary meter site selection has been accomplished following review of the collection system map and preliminary field inspections. Each monitoring site will be selected so that the footage of the collection system upstream of the meter can be isolated for the purposes of determining extraneous I/I and other engineering analysis. Flow meters that record flow depth and velocity are used to obtain the necessary hydraulic information for subsequent analysis. By undertaking temporary flow monitoring, the existing performance of the collection system can be determined. From a review of the collection system, twenty flow (20) metering sites and six (6) rain gauges have been identified (See Figure 1). Flow monitoring will be undertaken for sixty (60) consecutive days starting in April or early May depending on receipt of the notice to proceed. The target start date is April 9 2012. Note that a milestone will occur sixty (60) days into the flow monitoring where a determination will be made with respect to the adequacy of recorded rainfall events. If adequate rainfall (as determined by the City project manager) has occurred within the sixty (60) days of initial monitoring then the flow metering portion of the project will be terminated and flow and rainfall metering billings will cease resulting in a project cost reduction. If inadequate rainfall is determined, then at City's options, the metering may be extended under the "Special Services" section of this agreement.

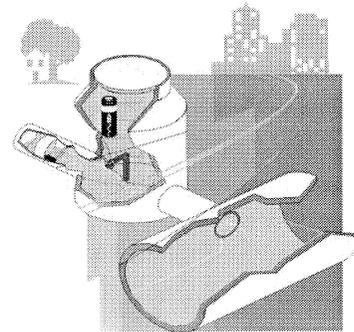
RAINFALL MONITORING

Rainfall meters are used to accurately measure rainfall intensity and duration throughout the monitoring period. This data will be used to establish the rainfall distribution over the entire study area using GIS mapping tools. The rainfall distribution will establish the amount of rain that fell over each meter basin. Analysis of the flow meter data for each rain event will establish the percentage of rainfall that entered the wastewater collection system. The results obtained from field testing of wastewater collection systems are, to a great degree, weather dependent. In order to minimize the negative impact of inadequate rainfall on the proposed project, the project schedule must consider the local rainfall patterns in order to optimize the field efforts.

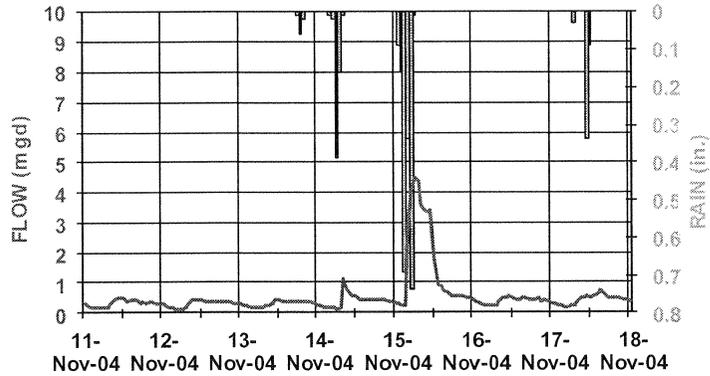
The March thru May period includes the optimum time to monitor wastewater. The success of field testing wastewater collection systems is weather dependent and this schedule considers the optimum time to perform this critical flow monitoring.

TASK 1 - METER INSTALLATION, CALIBRATION AND DATA COLLECTION

Understanding the hydraulics of each proposed metering location will ensure that the site selection is appropriate and that the recorded data is accurate. Where flow hydraulics are poor due to abrupt changes in flow direction, large deposits of silt, restrictions, etc. a proposed meter location may be changed upstream or downstream to ensure proper hydraulic conditions in order to obtain accurate flow data.



The temporary flow meters proposed will utilize the area/velocity technology. Flow information is critical in determining the effects of inadequate capacity, I/I, bottlenecks, and backwater conditions. Both the Manning and continuity equations can be compared for analysis. Under ideal free flow hydraulic conditions the two different equations for flow should provide the same result. However, in a backwater or restrictive hydraulic situation, the Manning equation will over quantify flows and diverge from the continuity equation. Such an occurrence will indicate to the data analyst that a backwater condition was observed and a downstream restriction should be investigated. By obtaining continuous velocity and depth data, the engineer can further isolate hydraulic problems within the collection system.



Each meter will be calibrated in a hydraulic flume located at Pipeline Analysis's office. In addition, a field calibration check will be performed following installation. Calibration of each meter is a simple procedure consisting of verification of the depth of flow and velocity. The flow sensors will be secured to a steel mounting band that fits securely in the pipeline. The data logger for each site will be installed in the top of each manhole and the meter will be activated at user defined sampling intervals; typically 15 minutes. Routine maintenance and service will be undertaken weekly to confirm normal operation. A review of the collection system map indicates that twenty (20) flow meters and six (6) rainfall gauges would provide the desired dry and wet weather flow data. Proposed meter sites are:

Meter Site	Sub-basin	Manhole (alternate)	Pipe Diameter
1	IB	9837	15
2		9807	18
3	IA	9819(9821)	12
4		14036(9829)	15
5	IC	9911	10
6		9972(9973)	15
7		9905	36
8		9875	12
9		10103	15
10	ID	8985	12
11		10117	8
12		10128	15
13		10099	15
14	IG	10234(10233)	18
15		10235	18
16		10254(10999)	18
17	IE	10206(10205)	15
18		10302(15138)	30
19		9229(9253)	15
20	IC	9838	36

*Note: Final meter locations will be established during site inspections and meters may be moved upstream or downstream due to site hydraulics, traffic or access.

TASK 2 – DATA ANALYSIS

During and following completion of the flow and rainfall monitoring, Engineer will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any previous historical flow meter data will be reviewed. The impact of silt and debris will also be evaluated. Information obtained during the monitoring period will be used to determine the following for each site:

1. Dry Weather Average daily flow – A typical dry weather week will be established that is not impacted by rainfall. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each monitored sub-basin will be calculated.
2. Dry Weather Peak Flow – Peak flows during dry weather will be determined from the recorded.
3. Wet Weather Average daily flow - Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collections system (also known as the leakiness factor). By comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.
4. Wet Weather Peak Flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (Peak flow rate to average dry weather flow) will be compared for dry and wet weather.
5. Peak Inflow Rates – Peak inflow rates are calculated by observing peak flow during a wet weather event and subtracting the “normal” flow rate during dry weather.
6. Total I/I volume- The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

TASK 3– DRAFT AND FINAL REPORT

Prepare and submit one (1) Draft Final Report for review and comments. The Draft Report will include an electronic copy of the report will all supporting data for staff distribution and review. Incorporate comments and prepare three (3) copies of the Final Report and electronic spreadsheets including electronic copy of the Final Report. The project report will include the following sections:

1. Executive Summary
2. Description of all tasks
3. Rainfall data
4. Dry/Wet weather flows
5. Conclusions and Recommendations
6. Appendix of flow data, hydrographs and rainfall data

Reports shall be bound in 3 –ring binders. All field data, photographs, sketches, maps, data, report narrative, etc. will be placed on CD-ROM and included with the Final Report. The Final Report will be in MSWord and Adobe pdf formats.

Engineer Deliverables:

1. One (1) copy of Draft Final Report and one (1) CD-ROM Draft Final Report
2. Three (3) bound copies of the final report.
3. Three (3) copies CD-ROM Final Report with data, photographs, maps, and report
4. Presentation of Final Report to staff

TASK 4 – PROJECT ADMINISTRATION/MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Perform meter pre-calibration, prepare mounting rings for various pipe sizes, set-up meter database and project information.

Preliminary placement of flow meters and rainfall gauges will be field verified to finalize meter placement. The site inspection will verify wastewater flows, line sizes, debris levels, flow hydraulics and access. Site inspection reports will be prepared based on the field observations. Meter sites will be finalized or new alternative sites established.

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control and reporting. The project schedule will be reviewed in detail and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

Meet with the City Project Team to coordinate upcoming work, receive City Project Team input, discuss major milestones and provide report presentations. ENGINEER will prepare an agenda for meetings. Meeting notes will be prepared for each meeting and distributed to the project team members. Copies of handouts will be prepared for distribution at the meeting. ENGINEER will supply all meeting presentation materials.

EXHIBIT "B"

SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately five (5) months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

Basic Services Schedule

Task Description	2 Weeks	Month 1	Month 2	Month 3	Month 4
1 Temporary Flow Monitoring					
a. Installation/calibration					
b. Monitoring - 20 sites at 60 days					
c. Extended Monitoring at City Option 20 sites at 30 days					
Rainfall Gauging					
a. Installation/calibration					
b. Monitoring - 6 site for 60 days					
c. Extended Monitoring at City Option 6 sites for 30 days					
2 Flow Data Analysis					
3 Draft/Final Report					
4 Project Adm./ Mobilization					

Special Services with 30 Extended Monitoring (Total 90 day monitoring period)

Task Description	2 Weeks	Month 1	Month 2	Month 3	Month 4	Month 5
1 Temporary Flow Monitoring						
a. Installation/calibration						
b. Monitoring - 20 sites at 60 days						
c. Extended Monitoring at City Option 20 sites at 30 days				City Option		
Rainfall Gauging						
a. Installation/calibration						
b. Monitoring - 6 site for 60 days						
c. Extended Monitoring at City Option 6 sites for 30 days				City Option		
2 Flow Data Analysis					With Option	
3 Draft/Final Report						With Option
4 Project Adm./ Mobilization						With Option

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for this work shall be a unit price for each flow meter and rain gauge installation and a daily rate for each day of monitoring. The basis for partial payment will be the daily rate multiplied by the number of meters times the number of days installed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for basic services will not exceed \$130,023 without an amendment to this contract or authorization by the City to perform additional services associated with extended monitoring.

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	20	\$ 325	\$ 6,500.00
	b. Monitoring - 20 sites at 60 days = 1200 meter days	1200	\$ 80.50	\$ 96,600.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 60	\$ -
	Rainfall Gauging			
	a. Installation/Calibration	6	\$ 60	\$ 360.00
	b. Monitoring - 6 sites at 60 days	360	\$ 15	\$ 5,400.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 15	\$ -
2	Flow Data Analysis	L.S.	L.S.	\$ 13,742.00
3	Draft/Final Report	L.S.	L.S.	\$ 5,850.00
4	Project Admin./Mobilization	L.S.	L.S.	\$ 1,571.00
Total Not to Exceed without Extended Monitoring				\$ 130,023.00

Note: At City's options, flow and rainfall monitoring may be extended to gather additional wet weather flow data. Any monitoring beyond 60 days must be approved by the City of Plano project manager.

Special Services

Payment for this work shall be a daily rate for each day of extended monitoring. The basis for partial payment will be the daily rate multiplied by the number of meters times the number of days installed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for Special Services will not exceed \$48,210 without an amendment to this contract or authorization by the City of Plano. Total project costs will not exceed \$178,233 without an amendment to this contract.

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	0	\$ 325	\$ -
	b. Monitoring - 20 sites at 60 days = 1200 meter days	0	\$ 80.50	\$ -
	c. Extended Monitoring at City Option (20 sites at 30 days)	600	\$ 60	\$ 36,000.00
	Rainfall Gauging			
	a. Installation/Calibration	0	\$ 60	\$ -
	b. Monitoring - 6 sites at 60 days	0	\$ 15	\$ -
	c. Extended Monitoring at City Option (6 sites at 30 days)	180	\$ 15	\$ 2,700.00
2	Flow Data Analysis	L.S.	L.S.	\$ 6,180.00
3	Draft/Final Report	L.S.	L.S.	\$ 2,630.00
4	Project Admin./Mobilization	L.S.	L.S.	\$ 700.00
Total Not to Exceed				\$ 48,210.00
Total Project Not to Exceed with Extended Monitoring				\$ 178,233.00

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Pipeline Analysis, LLC
Name of Consultant

By:

[Signature]
Signature

James H. Forbes Jr
Print Name

President
Title

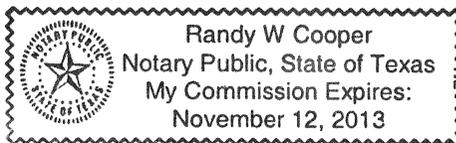
4-5-12
Date

STATE OF TEXAS

§

COUNTY OF DALLAS

§



SUBSCRIBED AND SWORN TO before me this 5th day of APRIL, 2012.

[Signature]
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	4/23/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David T. Retzsch Design, LLC, in the amount of \$70,250 for design services for Sunset Park and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	198,500	613,500	0	812,000
Encumbered/Expended Amount	-198,500	-17,377	0	-215,877
This Item	0	-70,250	0	-70,250
BALANCE	0	525,873	0	525,873

FUND(S): PARK IMPROVEMENTS CIP

COMMENTS: Funds are included in the FY 2011-12 Park Improvements CIP. This item, in the amount of \$70,250, will leave a current year balance of \$525,873 for the Park Improvements project.

STRATEGIC PLAN GOAL: Professional landscape architectural services for Sunset Park relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

The City acquired a 7 acre addition to Sunset Park in 2010; the park now totals 15 acres. Improvements on the original 8 acre park were completed in 1996. This project is primarily for improvements to the 7 acre addition to the park. An off-street parking lot will be added to reduce congestion on McKamy Trail. A parallel parking lane will be added adjacent to the playground. Improvements also include an irrigation system, sidewalk additions, fencing and extension of the recreational trail to make a connection to an existing trail in The Colony.

A master plan for the park has already been completed and reviewed with area homeowners. This contract is for preparation of construction documents and bid documents for the project.

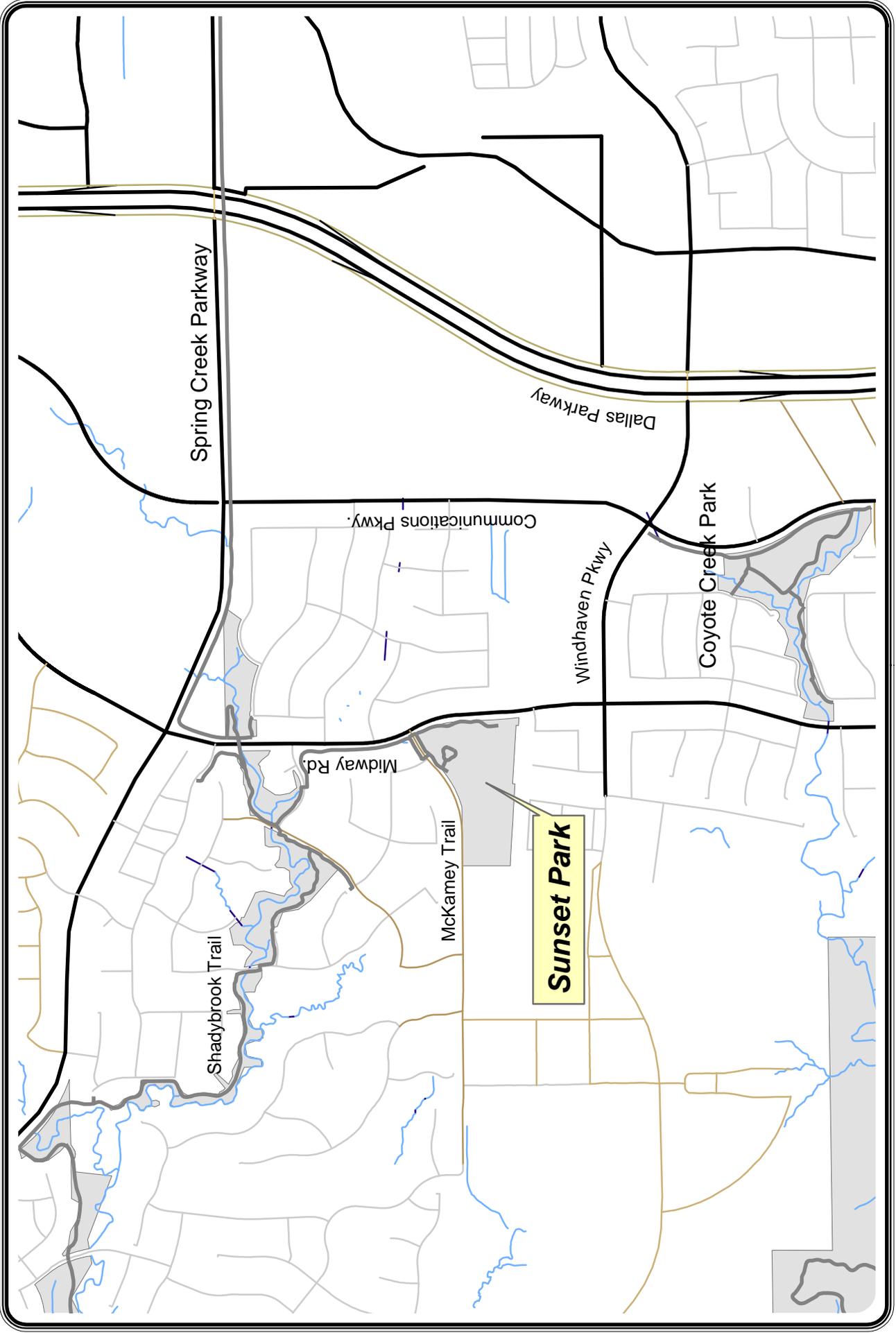
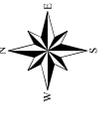
David T. Retzsch Design, LLC is on the 2011-12 list of qualified consultants for Landscape Architecture Services. The total contract fee is \$70,250 which includes basic services, surveying, irrigation design, engineering services and reimbursable expenses. The total fee is 8.26% of the total estimated construction



CITY OF PLANO COUNCIL AGENDA ITEM

budget of \$850,000. The fee is consistent with other park and engineering projects of this size and scope.

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



Sunset Park Improvements

SUNSET PARK IMPROVEMENTS

PROJECT NO. 6130

LANDSCAPE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DAVID T. RETZSCH DESIGN, LLC**, a **TEXAS** Limited Liability Company, 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 **SUNSET PARK IMPROVEMENTS** 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
P.O. Box 860358
Plano, TX 75086-0358
Attn: Bill Dakin

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

David T. Retzsch Design, LLC
15720 Golden Creek Road
Dallas, TX 75240
Attn: David T. Retzsch

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.

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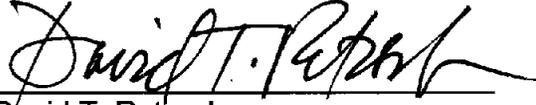
G. Authority to Sign:

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

SIGNED on the date indicated below.

DAVID T. RETZSCH DESIGN, LLC
A TEXAS Limited Liability Company

DATE: 10 April 2012

BY: 
David T. Retzsch
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

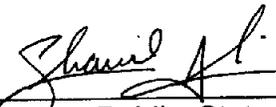
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of April, 2012, by **DAVID T. RETZSCH, PRESIDENT** of **DAVID T. RETZSCH DESIGN, LLC**, a **TEXAS** Limited Liability Company, licensed to do business in the State of Texas, on behalf of said company.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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
SUNSET PARK
IMPROVEMENTS
Plano, Texas**

PROJECT DESCRIPTION

David T. Retzsch design, LLC (Consultant) will provide landscape architecture professional planning, design and drafting services to the **City of Plano Parks and Recreation Department** (Client) in accordance with the following **BASIC SERVICES** description for the existing, **City of Plano, Texas** (City), City owned Sunset Park. The project site is comprised of approximately fifteen (15) acres located at the southwest corner of McKamy Trail and Midway Road within the City of Plano in Collin County, Texas. New park improvements to be designed for the **Sunset Park Master Plan Improvements** (Project) in this Scope of Services include open recreational fields, a parking lot and driveway, on-street parking, trails, sidewalks, retaining walls, site furnishings, fencing, site light fixtures, landscaping, irrigation, earthwork and related details generally in accordance with the Sunset Park Master Plan dated February 6, 2012. Bid alternates will be included for certain improvements to determine if they can be accomplished within the Client's construction budget. Surveying, Geotechnical, Civil & Structural Engineering, Electrical and Irrigation design services incidental to the Landscape Architecture services are included as Sub-Consultant services contracted through the Consultant (**David T. Retzsch design, LLC**) as defined below. This **SCOPE OF SERVICES** is compiled and refined based on Client review and approval.

BASIC SERVICES

The Consultant shall provide the following professional services commencing upon receipt of written Notice to Proceed from the Client. It is anticipated that a written Notice to Proceed will be delivered to the Consultant by the Client in order to initiate the Project. It is further anticipated that Client will be available to convene task A1 of Design Development for mobilization of the work within two (2) weeks of issuance of written Notice to Proceed. Consultant shall commence work upon completion of the project kick-off coordination meeting.

A. Design Development

Consultant will develop technical plans and preliminary details based on the approved Sunset Park Master Plan. Design Development tasks are intended to confirm the project layouts so that Construction Documents can proceed based on the approved Design Development directives. Consultant will perform the following tasks within this phase:

1. Participate in a project kick-off coordination meeting with Client staff and the project team to review the project conditions, Base Data, Client priorities; applicable City of Plano standards, project construction budget; management protocols and project schedule. Client will provide Consultant with any known relevant base data, project background, conditions information and applicable Design Standards in readily usable digital format. Contact City Engineering Department to see if new information is available in addition to that collected in the prior Master Plan phase. Obtain prints if new information is made available.
2. Attend one meeting with City Engineering department representatives to discuss proposed parallel parking along McKamy Trail. The meeting is intended to enable City of Plano staff to identify design feedback, City criteria and/or practices which should be applied to the final design.
3. Attend one meeting with City Planning department representatives to discuss proposed improvements onsite. The meeting is intended to initiate coordination related to submittal of a Site Plan and a Landscape Plan to the City for the proposed improvements.
4. Prepare a computer generated Preliminary Project Layout of the proposed paving improvements. Resulting layout will be submitted to Client for review at one meeting. Unless otherwise approved in writing by Client, all plans shall be prepared in AutoCAD R2000 or later version, and shall not include X-refs. The plans shall reference the project to NAD 83 coordinates.
5. Attend one meeting with Coserve to initiate underground design for a portion of the existing overhead powerlines. A copy of the approved Preliminary Project Layout will be provided to Coserve as the basis to initiate their design.
6. Prepare design recommendations for the project identification sign, seating stations, irrigation system equipment and plantings. The proposed designs will be reviewed with the Client in sketch format at one meeting along with any other alternative considerations.
7. Prepare a Preliminary Grading Plan. The grading plan will be freehand drawn over the computer generated project layout. This Grading Plan is intended for review and comment by the Client and as a design directive for the final Grading Plans. Review the Preliminary Grading Plan with the Client at the same meeting referenced in A8 following.

8. Compile a Design Development drawing set representing an approximate 50% stage of development. The plans may be a combination of computer generated drawings with freehand notations and/or sketches intended to enable discussions with the Client for resolution of information to be included in final Construction Documents. Design Development drawings will focus on plan layouts and basic scope definition for each particular improvement category but will not indicate the full extent of information that will be included in final Construction Documents. The Design Development set will include the following preliminary drawings:

- A. Cover Sheet
- B. Table of Contents/General Notes
- C. Site Reference (Key) Plan
- D. Layout Plan
- E. Grading Plan
- F. Planting Plan
- G. Irrigation Plan
- H. Lighting/Electrical Plan
- I. Construction Details

Submit one digital record copy of the Design Development drawings and in PDF format for Client review and comment. Review of the plans shall include consideration of estimated construction costs and strategy for identification of bid alternates as further defined in note A.9 below.

9. Prepare a Probable Opinion of Construction Cost (Cost Estimate) for the proposed improvements based on the Design Development stage of the project. Submit the Cost Estimate to the Client for review with the Design Development drawings. Identify strategy for potential bid alternates in the Cost Estimate for Client approval.

10. Review the Design Development drawings and Cost Estimate at one meeting with the Client to confirm understandings of designs, layout, materials, construction budget and bid alternates. Client will obtain multi-departmental feedback appropriate to the drawing issues. Consultant will respond to technical questions raised regarding the plans and project design by the Client and Staff at the time of plan review. Client feedback comments shall provide necessary direction to the Consultant for final Construction Document development. Obtain Client approval to proceed with the subsequent Construction Documents phase. Client review and direction is anticipated to be provided to Consultant in writing within fourteen (14) calendar days of submittal of Design Development tasks A8 and A9 to the Client.

11. Submit a Preliminary Site Plan and Landscape Plan as defined in Special Services. Obtain Plan Commission approval prior to proceeding with Construction Documents.

B. Construction Documents

Consultant will prepare Construction Documents for the Client's proposed improvements program for the site. Construction Documents will be computer generated plans, details, notes, and specifications. Plans will include an Erosion Control Plan prepared in accordance with City of Plano standards. Construction documents will be prepared based on 2012 Texas Accessibility Standards requirements, including submittal for review by a Registered Accessibility Specialist upon completion as defined in Special Services. Consultant will perform the following tasks within this phase:

1. Incorporate revisions identified from the Design Development Client review in accordance with the improvements program identified in the Scope of Services and consistent with Cost Estimate strategy.
2. Conduct team member coordination meetings needing Client input in advance of Construction Documents completion. Conduct a coordination meeting with CoServe to discuss their final design.
3. Attend an interim review meeting with City Engineering staff representatives to coordinate resolution of design issues related to the McKamy Trail right of way improvements.
4. Develop computer generated Construction Document plans and details to approximately 90% stage of development.
5. As part of the 90% stage of development, prepare technical specifications to supplement NCTCOG Standard Specifications for items proposed in the plans which are not covered by NCTCOG.
6. Prepare an updated Probable Opinion of Construction Cost (Cost Estimate) for the proposed improvements based on the 90% Construction Document stage of the project and the approved project budget. Identify Client approved bid alternates in the Cost Estimate.
7. Submit one digital record copy of task items B4, B5 and B6 to the Client in PDF format for review and comment following receipt of approval for City required Site Plan and Landscape Plan.
8. Attend one meeting to review the Construction Document submittals with the Client. Client will obtain multi-departmental feedback appropriate to the Construction Document issues. Consultant will respond to technical questions raised regarding the plans and project design by the Client and Staff at the time of plan review. Client feedback comments shall provide necessary direction to the Consultant to finalize the Construction Documents.

9. Prepare Construction Documents to the 100% stage of completion and submit to Client in PDF format. Construction Documents will include plans and technical specifications. Unless otherwise approved in writing by Client, all plans shall be prepared in AutoCAD R2000 or later version, and shall not include X-refs. The plans shall reference the project to NAD 83 coordinates.
10. Calculate plan quantity summary estimates for identified bid items and unit costs. Prepare a Schedule of Unit Costs for inclusion in Bid Documents to be compiled by Client. Submit Schedule of Unit Costs to Client for inclusion in the Bid Documents. Consultant shall also edit City standard Bid Form to identify bid categories and general bid descriptions. City shall provide standard lump sum bid form "boiler plate" to Consultant for the modifications specific to the project.
11. Submit Final Site Plan and Landscape Plan as defined in Special Services. Submit Engineering Plans required for processing. Issue one reproducible copy of sealed Construction Document plans and specifications to Client upon approval.

C. Bid Assistance

Consultant will assist the Client during the Bid Phase by providing clarifications and reviewing information submitted based on the Consultant's Construction Documents. Consultant will perform the following tasks within this phase:

1. Attend a pre-bid meeting to assist Client in describing the project and answering of questions at the meeting.
2. Review bids upon receipt and provide written comments to Client. Bids shall include Construction Contractor qualifications which also will be reviewed by Consultant. Assist Client in recommendation of lowest qualified bidder.
3. Submit live digital files to the Client of final Construction Documents. Unless otherwise approved in writing by Client, all plans shall be prepared in AutoCAD R2000 or later version, and shall not include X-refs. The plans shall reference the project to NAD 83 coordinates.

D. Construction Observation

Consultant will provide periodic assistance in support of the Client's construction management efforts during the construction period. Consultant will perform the following tasks within this phase:

1. Provide periodic assistance to the Client with clarifications to questions regarding the plans and specifications design intent. It is anticipated that this will be an occasional task performed by the Consultant from time to time with Consultant time commitment commensurate with the allocated fee for this phase.

SPECIAL SERVICES

Consultant will perform specialty services above and beyond conventional basic services as defined herein. Additional services may be authorized by amendment to this agreement. Consultant will perform the following tasks within this phase:

A. **Surveying** - Consultant's Surveying sub-consultant will undertake site survey work to supplement the existing Site Survey upon completion of the project kick-off meeting. Surveying shall confirm detailed topographic conditions in the vicinity of handicap accessible, on-street parking and related routes into the site. Approximate locations of significant exposed rock and surface caliche patches on the site will also be located.

B. **Geotechnical** - Consultant's Geotechnical sub-consultant will undertake soil sampling upon completion of the project kick-off meeting. Geotechnical test bores of existing soils will be performed in three locations. Test results will identify soil characteristics and recommendations for paving designs.

C. **Planning** - Attend a pre-submittal meeting with Planning staff to confirm basic Site Plan approach. Prepare and submit a City required Preliminary Site Plan and Landscape Plan for the proposed improvements. The plans shall be submitted based on Design Development level information. Attend staff review meetings during the plan development and serve as the Client's representative at Planning & Zoning public meetings. Required documents for Site Plan submittal are anticipated to be based on City standard requirements - no extra-ordinary documents above and beyond standards identified on City checklists are anticipated in this Scope of Services.

Prepare and submit a City required Final Site Plan and Landscape Plan for the proposed improvements. The plans shall be submitted based on Construction Document level information. Attend staff review meetings during the plan development and serve as the Client's representative at Planning & Zoning public meetings. Required documents for Site Plan submittal are anticipated to be based on City standard requirements - no extra-ordinary documents above and beyond standards identified on City checklists are anticipated in this Scope of Services.

D. **Accessibility** - Conduct one (1) interim review meeting during the Design Development and another meeting during the Construction Documents phase for review of accessibility issues. Following completion of Construction Documents, submit plans for State of Texas required accessibility review. Participate in one (1) interim Construction Document plan review and one (1) post construction site visit review of accessibility improvements with the State certified reviewer.

GENERAL NOTES - CONDITIONS OF SERVICE

It is agreed by the Client and Consultant that the SCOPE OF SERVICES, BASIC SERVICES and SPECIAL SERVICES will be performed in accordance with the following general clarifications.

1. A Client Parks and Recreation department Staff professional shall serve as Project Manager coordinating and resolving administrative, planning and design decisions on behalf of the Client.
2. Departmental coordination and approvals shall be performed by Client Staff as required. City Staff is responsible for all coordination of the Project design with other City and governing authority departments including subsequent interpretation and use of the Consultant's documents. Consultant shall assist the Client by providing Project related design and technical information.
3. Coordination with adjacent municipalities, Collin or Denton County, stakeholder groups or homeowner associations is not included, including notifications, permitting, agency submittals/approvals and design submittals.
4. Exhibit B, Completion Schedule, anticipates review and response to the Consultant work tasks will be processed rapidly by the Client without delays or additional requirements beyond Consultant's control. Completion Schedule anticipates that the Client will provide written direction to Consultant on information presented in meetings within three working days. Completion Schedule anticipates that Client shall provide written direction to Consultant for plan submittals via one digital correspondence within ten calendar days of submittal to Client and that Client will meet with Consultant to discuss comments within five calendar days of providing written direction to Consultant. The project includes a number of task schedules which are controlled by other parties and cannot be estimated at this time. These tasks are indicated as TBD in Exhibit B, Completion Schedule.
5. At the Kick-off meeting, the Client will provide a tax exempt certificate from the City of Plano applicable to the Consultant and contracted Sub-Consultants work.
6. Base data for the project plans shall be based on the Site Survey and Final Plat as prepared by Roome Land Surveying, Inc. in 2011. The existing Site Survey will be supplemented with additional survey data obtained as a part of this Scope of Work.
7. Services provided by the Consultant are limited to those indicated. Tree survey, offsite survey, and as-built record drawings are specifically excluded from this SCOPE OF SERVICES. Re-Site Planning of the site is not anticipated or included in the Scope of Services. Redesign of the project elements is not anticipated after the Design Development phase except as determined by the Consultant to perform the work.

8. The project scope is based on the certain conditions previously reviewed in the prior Master Planning contract. These include:
 - a. A curbless parking lot, with curbed landscape islands and driveway.
 - b. A single, undivided parking lot driveway.
 - c. No storm drainage system structures – all storm water runoff will be treated as overland flow.
 - d. No alternative storm water management practices requiring a site-specific storm water management plan such as “bio-swales”, detention basins or sediment ponds.
 - e. Several light fixtures are proposed to provide minimal lighting at several key points in the parking lot. This lighting will not be designed to a specified luminance level. As a result, photometric data submittal shall not be provided by the consultant.
 - f. A project sign based on standard City of Plano size and material requirements.
 - g. No additional on-site easements such as public access or utility easements. Re-platting is not included.
 - h. No new landscape irrigation system, irrigation design, ornamental tree or shade tree plantings within the existing Oncor easements.
 - i. Additional improvements beyond those approved by agreement between Oncor and the City of Plano are not included.
 - j. A direct trail connection to Midway Road is not included.
 - k. Off-site improvements shall be limited to parallel parking pavement and drive transition pavement. Other off-site improvements beyond those defined herein are not included. Traffic studies are not included, off-site or on-site.
 - l. Zoning and/or Board of Adjustment variances as well as negotiation of special design exceptions are not included.
9. Plan and perspective renderings, stakeholder/neighborhood meetings and project design presentations to the public and/or City leadership are not included.
10. Client shall identify applicable design criteria and City standards which shall be applied to the Project design. Client shall provide City standards to the Consultant in a digital format. Pavement design for drives, driveways, parking lot, on-street parking, trails, sidewalks and flatwork will be per City of Plano standard details as identified by City of Plano staff. Pavement design by the Consultant is not included.
11. Consultant assumes no responsibility for the accuracy and/or adequacy of City of Plano standard details and/or standard specifications published by the North Central Texas Council of Governments which may be made a part of the Project plans and specifications.

12. Project plans shall be prepared in AutoCAD format on 30" X 42" sheets. Unless otherwise approved in writing by Client, all plans shall be prepared in AutoCAD R2000 or later version, and shall not include X-refs. The plans shall reference the project to NAD 83 coordinates. Supplemental specifications will be prepared in WORD. Record copies of Construction Documents, Specifications and Cost Estimates shall be submitted to the Client in high resolution, PDF format (on disk) at the 50%, 90% and 100% stage of development. PDFs of individual documents submitted for interim review will be in e-mailable format (generally less than 10 Mb size). Reuse of these documents by the Client for other projects is prohibited.
13. Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT are intended as Instruments of Service for use by the Client solely with respect to the Project as herein defined. The CONSULTANT shall retain all common law, statutory and other reserved rights to the respective Instruments of Service. Consultant shall have no responsibility for subsequent use of the drawings, specifications and other documents by the Client and/or City beyond this Project. The foregoing is not intended to contradict Article XIII of the City Standard Agreement, rather to clarify additional provisions and rights retained by the Consultant.
14. Minimal Dimension control shall be indicated on the Project Layout Plans. A digital file of the project layout shall be provided to the Client for information only. Construction staking by the Consultant is not included.
15. The following applicable City Standards are made available to the Consultant for inclusion in the Project as posted on the City of Plano Engineering Department website at the date of the Project kick-off meeting:
 - a. Standard Specifications for Public Works Construction, North Central Texas – North Central Texas Council of Governments (NCTCOG) Third Edition 1998
 - b. Special Provisions to Standard Specifications for Public Works Construction, City of Plano, Texas - Public Works Engineering Department - Adopted by Ordinance No. 96-11-17, January 1, 1997
 - c. City of Plano Standard Construction Details – Development Services Department – Engineering Division - January 1, 1997
 - d. Irrigation Details - January 2011 (included in 14.c.)
 - e. Irrigation System Technical Specifications - Revised 12/29/2010
 - f. Trail Construction Details - December 2008 (included in 14.c.)
 - g. Specifications for Tree Planting

Note: Miscellaneous Parks Details are posted to the website which are included in 14.c. above.
16. An Erosion Control Plan shall be provided by the Consultant based on City of Plano standards.

17. Design of underground storm drainage facilities is not included, whether on-site, off-site, or within City rights of ways. Per Client directive as an outcome from the prior Master Plan phase, storm water runoff will be treated by overland flow per proposed Grading Plans.
18. With the exception of the project identification sign, custom designed structures, products and/or site appurtenances are not included. Design is limited to standard product specifications and City design standards. Any structural design provided is preliminary subject to final design confirmation by the project Construction Contractor(s) selected by the Client/City.
19. Except for one new site identification sign, all striping and signage related to the Project will be designed and implemented by the City of Plano.
20. Proposed ornamental fence and masonry columns at the perimeter for the site shall replicate the design of the existing ornamental fence and masonry columns on site. Consultant will incorporate minor modifications that may be required by City Planning criteria or as required to provide a design sealed by the Consultant.
21. Client prefers to provide minimal area lighting. Therefore, photometric studies of proposed lighting design are not included.
22. The City shall assist the Consultant in obtaining static water pressure tests from City water mains in the vicinity of the Project site. These shall be deemed to be the Design Pressure for the purposes of the irrigation system design.
23. Coserve will develop construction documents for placement of a portion of the existing, local overhead powerlines underground. Client will serve as the Utility Company liaison handling all communications and coordination with the Utility Company on behalf of the City of Plano. Consultant shall participate in Coserve meetings defined in the SCOPE OF SERVICES.
24. Consultant will submit a City required Site Plan and Landscape Plan on behalf of the Client. Client will direct pay any required processing fees (not by reimbursables) due to the City for the Site Plan and Landscape Plan. Per Client direction, it is anticipated that City standard fees will be waived for the Site and Landscape Plan submittal.
25. Bid Alternates will be based on one grading plan. Alternative grading designs are not included.
26. Site visits may be necessary for the Consultant team to perform the work. The Client hereby grants access to the site without fees or restrictions for performance of the Consultant and contracted Sub-Consultants SCOPE OF SERVICES tasks whether indicated in this AGREEMENT or not.

27. Neither the professional activities nor the presence of the Consultant or its employees and Sub-consultants at the Project construction site, or lack thereof, shall impose any duty on the Consultant, nor relieve the Construction Contractor(s) of its obligations, duties and responsibilities.
28. Storm Water Pollution Prevention Plan (SWPPP) inspections will be performed by the City.
29. Unless stated herein, the Client is responsible for all submittals, permits, processing and/or filing fees required by or for implementation of the Construction Documents. Any such payments will be made and/or coordinated exclusively by the Client. If Client assigns these responsibilities to another party other than the Consultant, the Client shall notify the Consultant in writing.
30. Material testing and material testing review are not included in the Consultant services.
31. Consultant service costs associated with State of Texas Certified Accessibility interim reviews are included in the Agreement. Fees for plan submittals and construction inspection are the Client's responsibility and are not included.
32. Consultant will submit Construction Documents required by the State of Texas for accessibility audit on behalf of the Client. Client will direct pay any required processing fees (not by reimbursables) for the plan submittal and subsequent construction compliance reviews. Client will schedule post construction accessibility review in coordination with Clients construction management role.
33. Client will lead and manage the Bid process including preparation of front end Bid Documents, advertisement and Construction Contractor selection. Client will perform construction management, testing, inspections, and construction contract management of the Project during the Construction Observation phase. Construction progress site visits, shop drawings/material and technical data submittal reviews and punch lists will be performed by the Client.
34. Client's budgeted funds available for construction of the proposed improvements are \$950,000. Any changes to the budgeted funds available for construction of the proposed improvements shall be documented in writing by Client and transmitted to Consultant.
35. Opinion of Probable Construction Costs (a.k.a. Cost Estimates) shall be developed using quantities and/or allowances based on the current stage of the work at the time of the estimates. Opinion of Probable Construction Costs represent Consultant's best estimate of potential construction costs but do not carry any warrantee of accuracy for actual construction bid costs. Cost contingencies should be anticipated by the Client in addition to estimates prepared by the Consultant.
36. Preparation of Construction Sequencing and/or Staging Plans is not included. All construction means and methods shall be the Construction Contractor's responsibility.

37. Printing of plans and project documents shall be performed by Client except for minor printing needs and related reimbursable costs within the fee limit indicated in Exhibit C for Reimbursable Expenses. Printing of construction document bid sets during the Bid Phase by potential Construction Contractors is not anticipated within the Reimbursables Expense allowance.
38. Record drawings shall be provided by the project Construction Contractor(s) selected by the Client/City. Consultant shall have no role in the preparation or review of Record Drawings.
39. Compensation shall be billed by the Consultant for payment by the Client based on work completed. Invoicing will occur on a monthly basis based on percentage of work phase and task completion. No retainage shall be taken by Client.

**EXHIBIT B
COMPLETION SCHEDULE
SUNSET PARK
IMPROVEMENTS
Plano, Texas**

Task / Work Phase Activity	Estimated Completion Time (Calendar Days)
1. Mobilization	15
2. Design Development	45*
3. Client Review Between Phases	15
4. Construction Documents	60*
5. Client Review Between Phases	15
6. Bid Assistance	TBD
7. Bid Approval (By Client)	TBD
8. Construction Observation	TBD

Note: See EXHIBIT A - SCOPE OF SERVICES for schedule assumptions in BASIC SERVICES and CONDITIONS OF SERVICE. Schedule is based on initiation of project activities upon Consultant's receipt of written notice to proceed and attendance of a Project Kick-off meeting between the Consultant and Client. Estimates are approximate based on anticipated sequence of events which are subject to change and outcomes beyond Consultant's control. Completion of Construction Documents is dependent on timely receipt of approval of City required Site Plan and Landscape Plan. SPECIAL SERVICES shall be performed concurrent to other BASIC SERVICE tasks. Timeframe denoted with * indicates technical plan preparation time and does not include Preliminary and Final Site Plan submittal and processing timeframes. Schedules for these activities are subject to unknown issues and determinations beyond the control of the Consultant. TBD timeframes are subject to confirmation by the Construction Contractor and Client.

**EXHIBIT C
 COMPENSATION PAYMENT SCHEDULE
 SUNSET PARK
 IMPROVEMENTS
 Plano, Texas**

WORK PHASES	FEE
Design Development	\$14,500
Construction Documents	\$36,500
Bid Assistance	\$2,000
Construction Observation	\$2,000
SUB-TOTAL BASIC SERVICES FEE	\$55,000
Surveying Special Services	\$2,200
Geotechnical Special Services	\$2,300
Planning Special Services	\$6,500
Accessibility Special Services	\$2,250
SUB-TOTAL SPECIAL SERVICES FEE	\$13,250
Reimbursable Expense Allowance	\$2,000
TOTAL PROFESSIONAL FEES	\$70,250

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

David T. Retzsch Design, LLC
Name of Consultant

By: David T. Retzsch
Signature

David T. Retzsch
Print Name

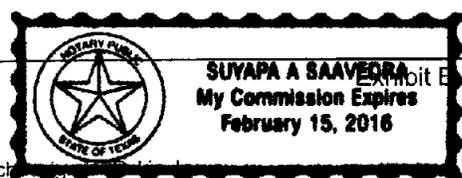
President
Title

9 April 2012
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 9 day of April, 2012.

Suyapa Saavedra
Notary Public, State of Texas

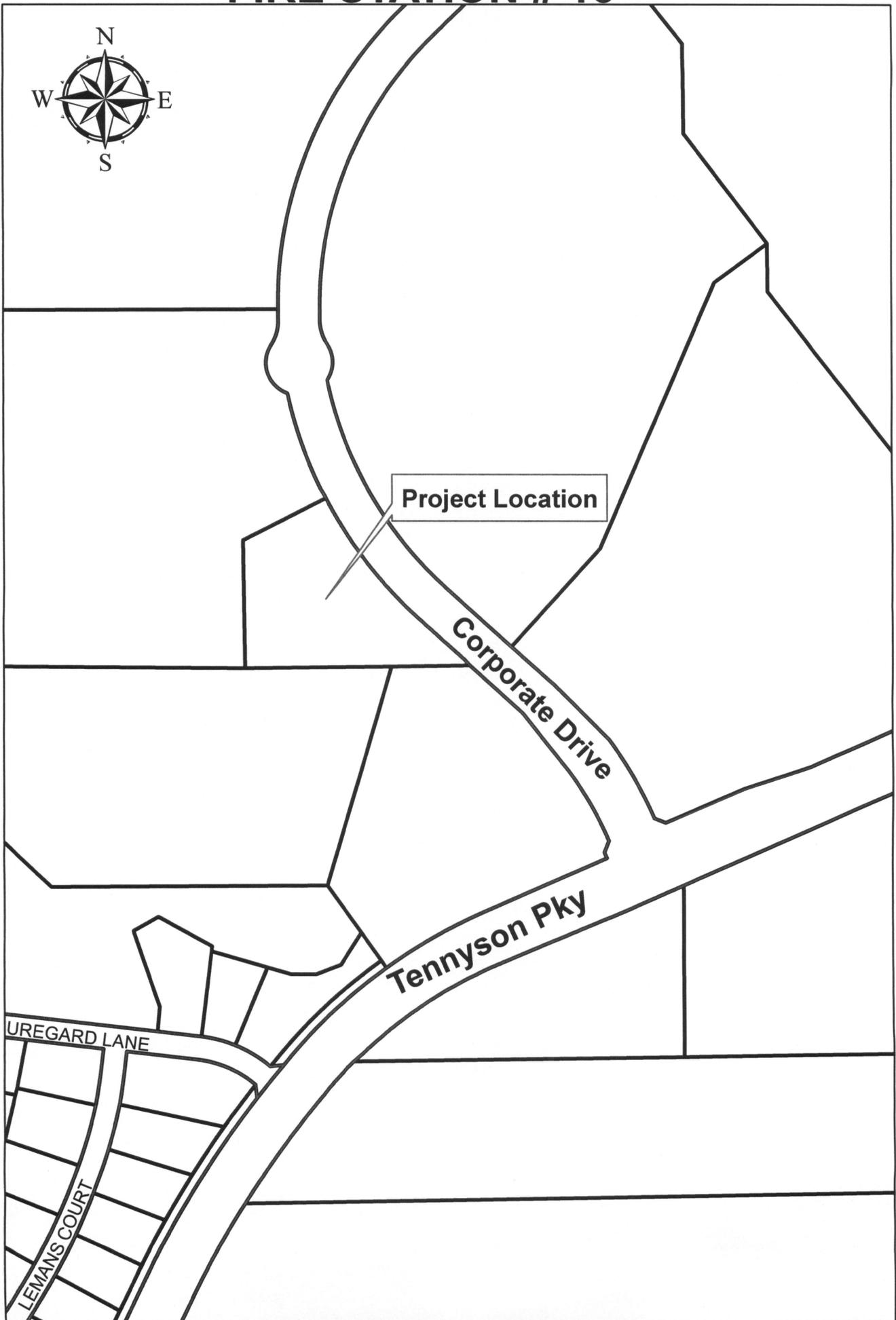




**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/23/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Linda Sweeney (7157)		Project No. 5815
CAPTION				
To Crossland Construction Company decreasing the contract by \$95,000 for Fire Station 13, Change Order No. 2; original Bid No. 2010-123-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,108,511	830,489	0	3,939,000
Encumbered/Expended Amount	0	-228,276	0	-228,276
This Item	-3,108,511	95,000	0	-3,013,511
BALANCE	0	697,213	0	697,213
FUND(S): FIRE FACILITIES CIP				
COMMENTS: Funds will be credited to the FY 2011-12 Fire Facilities CIP. This change order, a credit in the amount of \$95,000, will leave a current year balance of \$697,213 for the Fire Station 13 project.				
STRATEGIC PLAN GOAL: Approving Change Order No. 2 relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This change order, in the amount of \$95,000, is to recover a credit for construction contingency funds not used. The contract total will be \$3,155,000, decreasing the original contract amount of \$3,250,000 by 2.92%.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 2; Location Map			N/A	

FIRE STATION # 13



CHANGE ORDER NO. 2

FIRE STATION NO. 13
PROJECT NO. 5815
PURCHASE ORDER NO. 103835
CIP NO. 10213
BID NO. 2010-123-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **CROSSLAND CONSTRUCTION COMPANY, INC.**, for the **FIRE STATION NO. 13 PROJECT**, dated June 28, 2010.

B. DESCRIPTION OF CHANGE

The change order is to provide credit for construction contingency not used.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
1	Contingency Credit					\$95,000.00
	TOTAL:					\$95,000.00

Original Contract Amount	\$	<u>3,250,000.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>3,250,000.00</u>
Amount, Change Order No. 2	\$	<u>-95,000.00</u>
Revised Contract Amount	\$	<u>3,155,000.00</u>
Total Percent Increase Including Previous Change Orders		<u>-2.92%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add -0- day(s) to this project:

Original Contract Time	<u>300 calendar days</u>
Amount (Including Previous Change Orders)	<u>300 calendar days</u>
Amount, Change Order No. 2	<u>0 calendar days</u>
Revised Contract Time	<u>300 calendar days</u>
Total Percent Increase Including Previous Change Orders	<u>0.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **CROSSLAND CONSTRUCTION COMPANY, INC.**, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated June 28, 2010.

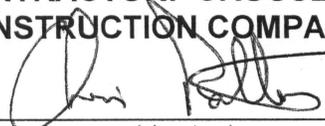
F. AUTHORITY TO SIGN

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.

OWNER: CITY OF PLANO

**CONTRACTOR: CROSSLAND
CONSTRUCTION COMPANY, INC.**

By: _____
(signature)

By:  _____
(signature)

Print Name: Bruce D. Glasscock

Print Name: Chris Patterson

Print Title: City Manager

Print Title: Project Manager

Date: _____

Date: 2-15-2012

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/23/12		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2005-9-5(R) and designating a certain area within the city of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such a zone; providing for waiver of certain development and building fees; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,483,911	0	2,483,911
Encumbered/Expended Amount	0	0	0	0
This Item	0	-10,000	0	-10,000
BALANCE	0	2,473,911	0	2,473,911
FUND(S): GENERAL FUND				
<p>COMMENTS: This item is projected to decrease FY 2011-12 and future year plan and permit fees collected by Planning, Engineering, and Building Inspections by approximately \$10,000.</p>				
<p>STRATEGIC PLAN GOAL: Expanding the boundaries of Neighborhood Empowerment Zone No. 1 relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This resolution will expand the boundaries of Neighborhood Empowerment Zone No. 1, which applies to downtown Plano and surrounding neighborhoods. Within the zone, certain development and building permit fees are waived for new development and rehabilitation/remodeling of existing structures. Chapter 378 of the Local Government Code authorizes cities to establish neighborhood empowerment zones for the purpose of increasing economic development and the development of affordable housing. Since the zone was established in 1999, fee waivers have totalled over \$500,000.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo		Public Works, Building Inspections		
Resolution				
Map				

April 16, 2012

MEMO

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

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Expansion of Neighborhood Empowerment Zone No. 1

Chapter 378 of the Texas Local Government Code allows cities to establish neighborhood empowerment zones to support the construction or rehabilitation of affordable housing, promote economic development and/or increase the quality of social services, education, and public safety in a specific area. Within a neighborhood empowerment zone, the city may waive or adopt fees, refund municipal sales tax, abate property taxes, and require energy efficient construction.

The city created Neighborhood Empowerment Zone No. 1 in 1999 for an area which includes Downtown Plano and the adjacent Haggard Park, Douglass, and Old Towne neighborhoods, and chose to focus on fee waivers as the single incentive available within the zone. The revitalization of this area had just begun, and the fee waivers provided in the zone were designed to promote new development and redevelopment in downtown and the construction of affordable housing in the surrounding neighborhoods. Most fees related to building and sign permits are waived for both commercial and single-family new construction and for reconstruction and rehabilitation. However, for new multi-family development, only the park impact fee is waived.

The neighborhood empowerment zone boundaries have been expanded several times since 1999, and additional fees have been added to the list of waived fees. This latest amendment would do both. The amendment expands the boundaries of the zone to include properties which are now subject to new development and redevelopment, and which would benefit from fee waivers. The list of waived fees is expanded to include plan review fees charged by the Planning Department and engineering inspection fees charged by the Public Works Department.

Since inception of the neighborhood empowerment zone in 1999, the city has waived \$555,375 in fees on construction projects valued at \$53,062,518.

Please let me know if you need additional information or have questions.

xc: Selso Mata, Chief Building Official

A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2005-9-5(R) and designating a certain area within the city of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such a zone; providing for waiving of certain development and building fees; and providing an effective date.

WHEREAS, on August 9, 1999, the City Council created Neighborhood Empowerment Zone No. 1 ("Zone No. 1") by the passage of Resolution No. 99-8-13(R); and

WHEREAS, Zone No. 1 was created to promote an increase in economic development and increase the quality of social services and public safety in Zone No. 1; and

WHEREAS, on December 10, 2001, the City Council repealed Resolution No. 99-8-13(R) and adopted Resolution No. 2001-12-4(R) to increase the number of fees to be waived; and

WHEREAS, on October 27, 2003, the City Council repealed Resolution No. 2001-12-4(R) and adopted Resolution No. 2003-10-33(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on September 13, 2004, the City Council repealed Resolution No. 2003-10-33(R) and adopted Resolution No. 2004-9-2(R) to increase the number of fees to be waived; and

WHEREAS, on September 12, 2005, the City Council repealed Resolution No. 2004-9-2(R) and adopted Resolution No. 2005-9-5(R) to revise the boundaries of Zone No. 1; and

WHEREAS, the City Council now wishes to again revise the boundaries of Zone No. 1; and

WHEREAS, the City Council desires to repeal Resolution 2005-9-5(R) to create a new Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City Council finds that the creation of Neighborhood Empowerment Zone No. 1 satisfies the requirements of Section 312.202, Tax Code;

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

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. Resolution No. 2005-9-5(R) is hereby repealed in its entirety.

Section III. Neighborhood Empowerment Zone No. 1 is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A.

Section IV. Within Neighborhood Empowerment Zone No. 1, the following fees are waived:

For Single-family, Single-family Attached, and Two-Family new or existing development:

All fees required for new construction or for repair or rehabilitation of existing structures, including but not limited to:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee
7. Foundation Repair Fee
8. Mechanical Permit Fee
9. Park Impact Fee
10. Permit Renewal Fee
11. Plan Review Fee
12. Plumbing Permit Fee
13. Re-roofing Fee
14. Sanitary Sewer Connection Fee
15. Structure Moving Fee
16. Water Meter Fee
17. Water Tap Fee, labor charges only
18. Sewer Tap Fee, Labor charges only
19. Planning Department Plan Review Fees
20. Engineering Inspection Fee

For Multiple-Family existing development, where rehabilitation or repair involves a minimum of \$8,000 per dwelling unit:

1. Building Permit Fee
2. Demolition Fee
3. Electrical Permit Fee
4. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
5. Foundation Repair Fee
6. Mechanical Permit Fee
7. Permit Renewal Fee
8. Plumbing Permit Fee
9. Re-roofing Fee
10. Planning Department Plan Review Fees
11. Engineering Inspection Fee

For Multiple-Family new development:

Park Impact Fee

For Commercial new and existing development:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
7. Foundation Repair Fee
8. Health Plan Review Fee
9. Impact Fee
10. Mechanical Permit Fee
11. Plumbing Permit Fee
12. Re-roofing Fee
13. Sanitary Sewer Connection Fee
14. Sign Permit Fee (only for removal of non-conforming signs)
15. Water Meter Fee
16. Planning Department Plan Review Fees
17. Engineering Inspection Fee

For Single-Family, Two-Family, Multiple-Family and Commercial new and existing development, no fees shall be waived if the development involves demolition of a structure which is included in the survey of historic properties in the Preservation Plan, unless the structure has been released for demolition by the Heritage Commission or City Council.

Section V. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 23RD DAY OF APRIL, 2012.

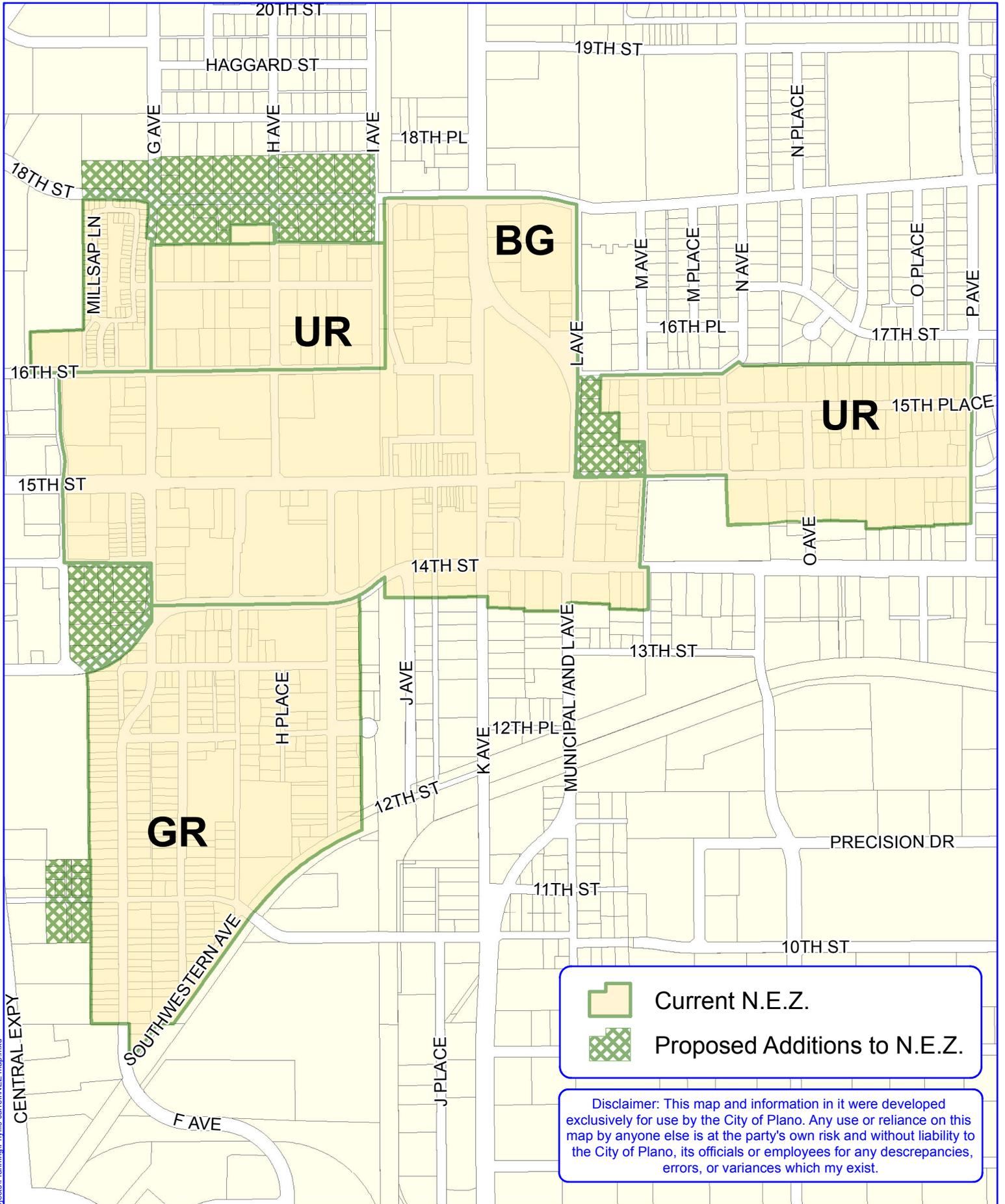
PHIL DYER, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



 Current N.E.Z.
 Proposed Additions to N.E.Z.

Disclaimer: This map and information in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at the party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.

DD:4/6/2012 C:\David\Projects\Planning\Phyllis_Jarrell\NEZ_map.mxd



City of Plano

Neighborhood Empowerment Zone No. 1



Source: City of Plano, GIS Division
 Date: April, 2012



**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:		4/23/12			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Aimee Storm Ext 7248					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the purchase of services from Redflex Traffic Systems, Inc., a sole source provider, for existing and new equipment for the Red Light Photo Enforcement system in the amount of \$4,877 per approach; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the agreement; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12 (5 month period), 2012-13, 2013-14, 2014-15, 2015-16; plus five optional 1-yr renewals: 2016-17, 2017-18, 2018-19, 2019-2020, 2020-21, and 2021-22 (7 month period)	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): TRAFFIC SAFETY FUND					
<p>COMMENTS: This item is included in the current Traffic Safety Fund Budget. If approved, this agreement will have estimated annual operating revenues of \$3,432,000 and estimated annual operating expenses of \$1,112,024 for each year of the 10-year agreement period (including renewal periods) for an annual operating yield of \$2,319,976, and an estimated 10-year operating yield of \$23,199,760. Revenues and expenditures will be reviewed each year during the budget process. The Redflex agreement guarantees that the revenues from</p>					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

the violation payments will always exceed program expenses.

STRATEGIC PLAN GOAL: Operating the Red Light Camera Program relates to the City's Goal of Safe Large City.

SUMMARY OF ITEM

Approval of this request is for the purchase of the Red Light Photo Enforcement system in the amount of \$4,877 per approach. Redflex Traffic Systems Inc., is the sole-provider of the Redflex Red Light Photo Enforcement Program.

List of Supporting Documents:
Memorandum
Resolution

Other Departments, Boards, Commissions or Agencies



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: April 11, 2012
TO: LaShon Ross, Deputy City Manager
FROM: Gregory W. Rushin, Chief of Police
SUBJECT: Redflex Contract to Provide Red Light Camera Services

The first Red Light Cameras were installed in Plano in March 2006. Currently, there are 19 Red Light Cameras at 16 intersections in Plano. Our initial contract was signed in August 2005 and expired on January 31, 2012. Prior to the expiration date in January, Council approved an extension through April 30, 2012 to provide time for negotiation of a new contract.

The Police Department and Redflex Traffic Systems, Inc. have now agreed to new terms with the following highlights:

- An initial five-year agreement with five, one-year renewal options.
- No change in the current camera approach fee of \$4,877 for the terms of the contract.
- If Texas or Federal law change, prohibiting use of Red Light Cameras (RLC) or an injunction is brought against the City Ordinance, the City would be relieved of any remaining obligations for payment to Redflex if the situation cannot be successfully resolved within 120 days.
- If a Texas or Federal Court of Appeals holds that RLCs are inadmissible as evidence or violates State or Federal Law and that decision is upheld by a Texas or Federal Court of Appeals, the City shall be immediately relieved of any remaining obligations for payments to Redflex.
- Includes a clause for Termination for Convenience (without cause), which would require City to reimburse Redflex for the unamortized portion of the equipment, not to exceed \$40,000 per new approach. This clause only applies to approaches added after the commencement of this new contract.

Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Violation processes related to the Red Light Photo Enforcement systems making it a sole source vendor.

The installation of the Red Light Cameras has improved the safety of the intersections in which they are operational. In comparing 2011 full-year data to 2005 full-year data (the year prior to installation of the first Red Light Cameras), Total Intersection Crashes were down 42%, Rear-End Crashes were down 47% and Injury Crashes were down 55%.

The Red Light Camera Program is included in the current Traffic Safety Fund Budget. If approved, this agreement will have estimated annual operating revenues of \$3,432,000 and estimated annual operating expenses of \$1,112,024 for each year of the 10-year agreement period (including renewal periods) for an annual operating yield of \$2,319,976, and an estimated 10-year operating yield of \$23,199,760. Revenues and expenditures will be reviewed each year during the budget process. The Redflex agreement guarantees that the revenues from the violation payments will always exceed program expenses.

During the execution of our current contract with Redflex Traffic Systems, Inc., the Police Department has had an overall favorable experience with regard to the service provided by Redflex.

I recommend the approval of this purchase.

A Resolution of the City Council of the City of Plano, Texas, approving the purchase of services from Redflex Traffic Systems, Inc., a sole source provider, for existing and new equipment for the Red Light Photo Enforcement system in the amount of \$4,877 per approach; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the agreement; and providing an effective date.

WHEREAS, the Plano Police Department desires to engage the services of Redflex Traffic Systems, Inc. to provide certain equipment and services for the Red Light Photo Enforcement system pursuant to the authority prescribed under Ordinance No. 2007-8-25; and

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Violation processes related to the Red Light Photo Enforcement systems; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

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

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

Section I. The City Council hereby finds and determines that Redflex Traffic Systems, Inc. is the sole source provider of the Redflex Red Light Photo Enforcement Program to be purchased by the City, and thus, the purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022 (a) (7).

Section II. The City Manager or his authorized designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of Red Light Photo Enforcement Program in the amount of \$4,877 per approach from Redflex Traffic Systems, Inc..

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

DULY PASSED AND APPROVED this 23rd day of April, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/23/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Linda Sweeney (7157)				
CAPTION				
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.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Amending the City of Plano Code of Ordinances relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends modification of the existing Drought Contingency Plan for the following reasons:				
<ol style="list-style-type: none"> 1. Change the title to more accurately describe the plan. 2. Allow the City Manager to impose one or more of the listed requirements after notification to the public. 3. Minor rewording of the document to correct misspelling, reorganize, add clarification. 				
List of Supporting Documents: Red-Lined and Clean Version of Ordinance			Other Departments, Boards, Commissions or Agencies N/A	

“DIVISION 4: DROUGHT ~~AND EMERGENCY RESPONSE-CONTINGENCY~~ 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 ~~M~~model ~~D~~drought ~~C~~contingency ~~P~~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 ~~m~~model ~~p~~plan calls for member cities and customers to adopt similar criteria and procedures for declaring a water emergency and implementing drought ~~and~~or 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. The following ordinance is written in accordance with TAC and the NTMWD's ~~m~~model ~~d~~drought ~~e~~contingency ~~p~~plan.

(b) There is hereby established a City of Plano Drought Contingency 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.

(c) The ~~p~~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
- (3) All retail customers who live in unincorporated areas within the city's extraterritorial jurisdiction and are served by the system.

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 turf or play surfaces that are provided by government agencies for public or non-profit sporting activities and events. The athletic field is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent and safe play surface.

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.

'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.

'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.

'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.

'Low Flow Irrigation' means irrigation systems using devices and components that emit water at a low volume and may be designed for specific types of plant material. These irrigation devices or components limit the amount and location of water being applied. Examples include micro-irrigation (emitters and drip tubes), irrigation (bubbler and low flow spray) heads used for watering trees, soaker hoses, etc.

'North Texas Municipal Water District' or "NTMWD" refers to the North Texas Municipal Water District.

'Ornamental Fountains' means water features 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-Contingency 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.

'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.

4

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.

1. Sec. 21-57. Authority to Declare Water Emergency

The City Manager ~~or the official designee~~ may order the implementation of a drought ~~and or water~~ 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 or water~~ 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 water~~ emergency response stage.
- (3) If any mandatory provisions of the drought ~~contingency~~ and ~~water~~ emergency response plan are activated, the City ~~of Plano~~ will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

~~2.(a)~~ Drought ~~contingency/ and water~~ emergency response stages imposed by NTMWD action may be initiated by the City ~~of Plano~~. ~~For trigger conditions internal to the City of Plano,~~ ~~the City Manager or the official designee~~ may decide not to order the implementation of a drought ~~and emergency~~ response stage ~~or water emergency~~ 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 ~~theis~~ 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 ~~of Plano~~ will inform and educate the public about the drought ~~contingency~~ and ~~water~~ emergency response plan by the following means:

- (1) Preparing a bulletin describing the ~~p~~Plan and making it available at city hall and other appropriate locations.

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(2) Making the pPlan available to the public through the City's Web site.

~~(3) Including information about the drought contingency and water emergency response plan on the City's Web site.~~

~~(4)~~(3) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought ~~contingency~~ and ~~water emergency response~~ ~~section of the Water Management Pplan~~ (usually in conjunction with presentations on water conservation programs).

~~(5)~~(4) At any time that the ~~drought contingency and water emergency response~~the P-plan is activated or the drought ~~stage or water~~ and emergency response stage changes, the City ~~of Plano~~ will notify local media of the issues, the drought ~~response stage or~~ and water 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. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

(b) Violations Following Notification - No criminal citation or administrative fee for violating any of the water use restrictions set forth in Drought and ~~or~~ Emergency Response Stages 2, 3 or 4 will be issued until the ~~notice of a water emergency or~~ notice of drought and emergency response stage and mandatory requirments hasve been published in at least one issue of a newspaper in general circulation in the City ~~of Plano~~.

Sec. 21-59. Initiation and Termination of Drought and ~~or~~ 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-or-Emergency Response Stage - The City Manager ~~or Deputy City Manager in his absence~~ is authorized to initiate a drought and ~~or~~ emergency response stage when one or more of the criteria applicable to that stage ~~are~~ 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-~~(1) The public will be notified of the implementation or amendment of a drought and ~~or~~ emergency response stage in the manner set forth in Sec. 21-58 above;

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~~2~~(2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail or facsimile transmission;

~~3~~1. If any mandatory provisions of the ~~drought or emergency response contingency~~the P-plan are activated, notification will be sent to the Executive Director of the TCEQ within five (5) business days:

(c) Drought and-or-Emergency Response Stages Imposed by NTMWD – The City Manager ~~or his authorized designee~~ may elect not to implement a drought ~~and-or~~ 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~~is decision should be documented.

(d) Termination of a Drought and -or Emergency Response Stage – The drought ~~and -or~~ emergency response stage shall remain in effect until the City Manager ~~or Deputy City Manager in his absence~~ 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-or~~ emergency response stage is terminated or lowered:

- (1) The public will be notified of the termination or lowering of a drought ~~and-or~~ 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 ~~drought response contingency p~~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

The ~~NTMWD~~-City Manager has initiated Stage 1, which may be initiated due to one or more of the following:

~~1~~(1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.

~~2~~(2) Water demand is projected to approach the limit of the permitted supply.

~~3~~(3) The storage in Lavon Lake is less than 65 percent of the total conservation pool capacity.

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~~4.(4)~~ NTMWD's storage in Jim Chapman Lake is less than 65 percent of NTMWD's total conservation pool capacity.

~~5.(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.(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.(7)~~ NTMWD water demand exceeds 90 percent of the amount that can be delivered to customers for three (3) consecutive days.

~~8.(8)~~ Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.

~~9.(9)~~ NTMWD's supply source becomes contaminated.

~~10.(10)~~ NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~11.(11)~~ Plano's water demand exceeds 90 percent of the amount that can be delivered to customers for three (3) consecutive days.

~~12.(12)~~ Plano's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.

~~13.(13)~~ Plano's supply source becomes contaminated.

~~14.(14)~~ Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~15.(15)~~ Other criteria as determined by the City ~~of Plano~~.

(b) Stage 1 may terminate when NTMWD terminates ~~its~~ Stage 1 ~~condition~~ or when the City Manager determines circumstances that caused the initiation of Stage 1 no longer ~~prevail~~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 or~~ 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 produced~~ by NTMWD.

(b) The City Manager ~~or official designee~~ may order the implementation of the ~~mandatory~~ actions listed below ~~as deemed necessary~~:

1. Request voluntary reductions in water use by the public and by wholesale customers.

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- ~~2.~~ ~~Encourage the public~~ ~~Emphasize City's water conservation policy of to~~ restrict ~~ing~~ landscape and lawn irrigation from 10 AM to 6 PM, ~~beginning~~ ~~April 1 through October 31.~~
- ~~3.~~(1) Increase public education efforts on ways to reduce water use.
- ~~4.~~(2) ~~The City will R~~review the problems that caused the initiation of Stage 1.
- ~~5.~~(3) ~~Encourage the public to i~~ntensify efforts on leak detection and repair.
- ~~6.~~(4) Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- ~~7.~~(5) ~~Notify Encourage~~ major water users and ~~work with them~~ ~~increase~~ ~~educational efforts on ways~~ to achieve voluntary water use reductions.
- ~~8.~~(6) Reduce city government irrigation water use to meet or exceed reduction goal for the stage.
- ~~9.~~(7) ~~Encourage the public to reduce~~ ~~Prohibit~~ watering ~~in~~ areas that have been overseeded with cool season grasses (such as rye grass or other similar grasses) except for golf courses, athletic fields, erosion protection, public use areas related to public safety, and for locations using on-site well water or properly permitted on-site creek withdrawals.
- ~~10.~~2. Increase ~~educational efforts and~~ notification ~~and enforcement~~ measures to ~~encourage the public to refrain from using~~ ~~prohibit use of~~ poorly maintained irrigation systems and correct fugitive water issues.

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Sec. 21-59.3 Initiation and Termination Conditions for Stage 2

(a) The ~~NTMWD City Manager~~ has initiated Stage 2, which may be initiated due to one or more of the following:

- ~~1.~~(1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- ~~2.~~(2) Water demand is projected to approach the limit of the permitted supply.
- ~~3.~~(3) The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
- ~~4.~~(4) NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.

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~~5-(5)~~ 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.

~~6-(6)~~ NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.

~~7-(7)~~ NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

~~8-(8)~~ NTMWD's supply source becomes contaminated.

~~9-(9)~~ NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~10-(10)~~ Plano's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.

~~11-(11)~~ Plano's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

~~12-(12)~~ Plano's supply source becomes contaminated.

~~13-(13)~~ Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~14-(14)~~ Other criteria as determined by the City ~~of Plano~~.

(b) Stage 2 may terminate when NTMWD terminates ~~its~~ Stage 2 ~~condition~~ or when the City Manager determines circumstances that caused the initiation of Stage 2 no longer ~~prevail exist~~. Factors which could influence such a desision 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 produced to Plano~~ by NTMWD. If circumstances warrant or if required by NTMWD, the City Manager ~~or official designee~~ can set a goal for greater water use reduction.

(b) The City Manager ~~or official designee~~ may order the implementation of any of the actions listed below, ~~as deemed necessary~~.

~~1-(1)~~ Continue or initiate any actions available under Stage 1.

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~~2-(2)~~ Notify wholesale customers of actions being taken and ~~request~~ encourage them to implement similar procedures.

~~3-(3)~~ Initiate engineering studies to evaluate alternatives should conditions worsen.

~~4-(4)~~ ~~Further a~~ Accelerate public education efforts on ways to reduce water use.

~~5-(5)~~ ~~Further r~~ Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)

~~6-~~ Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.

~~(1) Prohibit the use of treated water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of five hundred (500) square feet or more.~~

~~7-(6)~~ .

~~(a) The City Manager may also implement T~~ the following ~~measures impose~~ 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). ~~The City of Plano must notify TCEQ and NTMWD within five (5) business days, if these measures are implemented.~~

(1). Prohibit the use of treated water to fill or refill residential, amenity, and any other natural or manmade ponds.

(2) Prohibit Limit L landscape watering with sprinklers or irrigation systems to no more than two (2) days per week. Exceptions are as follows:

~~(i) The exemption for n~~ New sodded grass areas ~~shall not to~~ exceed thirty (30) consecutive days from the Certificate of Occupancy date, Temporary Certificate of Occupancy date, or Certificate of Completion date for new home or building construction.

~~(ii) and shall not exceed forty five (45) consecutive days from the time of placement of n~~ Newly seeded, hydro seeded, hydro mulched, ~~or~~ sprigged areas in open space, common areas, ~~or~~ right-of-ways and turf renovation at athletic fields not to exceed forty-five (45) consecutive days from the time of placement. ~~This exemption shall also apply to turf renovation at athletic fields and high use areas. This exemption does not waive the requirement for compliance with other water use restrictions in the Plan. Should an exemption need to extend past these time periods, the property owner must request a variance under Sec. 21-60.2.~~

~~(iii)~~ Locations using on-site well water or properly permitted creek withdrawals.

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(iv) Registered and properly functioning central controlled irrigation system and low flow irrigation systems. Government agencies watering athletic fields, ~~high use areas,~~ or any other public grounds that are heavily used by the public during evening or morning hours, ~~are exempt from this watering schedule; however,~~ public irrigation systems will must be programmed to meet overall water use reduction goals of the stage.

(v) ~~(iii)(vi) Running government irrigation systems for m~~Maintenance, testing, and calibration ~~of a government owned irrigation system, purposes at any time is also exempt,~~ provided there is a maintenance technician on-site while the system is running

~~3. (2)(i) Landscape watering shall comply with the following mandatory watering schedule. Watering is allowed only on the days shown for the corresponding even or odd numbered service address for the property, except no landscape watering may occur for the prohibited times shown for those days. Watering between 10:00 a.m. and 6:00 p.m. is at any other time or on any other day is expressly prohibited.~~

Street Address	Days permitted for Watering	Prohibited Time
Even numbered Address	Monday and Thursday	10am-6pm
Odd numbered Address	Tuesday and Friday	10am-6pm

~~4. (3) Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.~~

Sec. 21-59.5 Initiation and Termination Conditions for Stage 3

The ~~NTMWD~~ City Manager has initiated Stage 3, which may be initiated due to one or more of the following:

~~1.~~

~~1.~~(1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.

~~2.~~(2) Water demand is projected to approach or exceed the limit of the permitted supply.

~~3.~~(3) The storage in Lavon Lake is less than forty-five (45) percent of the total conservation pool capacity.

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~~4.(4)~~ NTMWD's storage in Jim Chapman Lake is less than forty-five (45) percent of NTMWD's total conservation pool capacity.

~~5.(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.(6)~~ The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.

~~7.(7)~~ NTMWD water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.

~~8.(8)~~ NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.

~~9.(9)~~ NTMWD's supply source becomes contaminated.

~~10.(10)~~ NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~11.(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.(12)~~ Plano's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.

~~13.(13)~~ Plano's supply source becomes contaminated.

~~14.(14)~~ Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~15.(15)~~ Other criteria as determined by the ~~City of Plano City Manager~~.

~~16.(a)~~ Stage 3 may terminate when NTMWD terminates ~~its~~ Stage 3 ~~condition~~ 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 obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager ~~or official designee~~ can set a goal for a greater water use reduction.

(b) ~~The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary.~~

- (1) Continue or initiate any actions available under Stages 1 and 2.
- (2) Notify wholesale customers of actions being taken and ~~request~~ encourage them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

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(c) The City Manager may also implement ~~the following measures impose~~ 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), The City of Plano must notify TCEQ and NTMWD within five (5) business days. ~~if these measures are implemented.~~

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- (1) Initiate ~~mandatory~~ water use restrictions as follows:

⊕ windows., (Pressure outdoor public and welfare cannot be

- (i) Prohibit hosing of paved areas, buildings, or washing of impervious surfaces is allowed) except for restrooms, pavilions and shelters, where public health, safety, may be compromised by unsanitary conditions if the facilities cleaned.

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- ⊕ (ii) Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.

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- (iii) Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.

- (2) Limit landscape watering with sprinklers or irrigation systems at each service address up to ~~once every seven (7) days~~ every two weeks, unless the City Manager imposes lesser restrictions. Landscape watering is allowed only on the day shown below for the corresponding even or odd numbered service address for the property. ~~except n~~ No landscape watering may occur between 10:00 a.m. and 6:00 p.m. during the prohibited times shown for that day. Watering at any other time or on any other day is expressly prohibited.

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Exceptions are as follows:

- (i) Foundations, new landscaping, new plantings (first year) of shrubs and trees may be watered within a ten (10) foot radius of their trunk for up to two (2) hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a low flow irrigation system.
- (ii) ~~Prohibit watering of gGolf courses using treated water, except as needed to keep greens and tee boxes alive.~~
- (vii) (iii) Government agencies watering athletic fields, ~~high use areas,~~ or any other public grounds that are heavily used by the public during evening or morning hours are exempt from this watering schedule; ~~however,~~
 - (iv) ~~Where feasible, public irrigation systems on public property will must be programmed to meet overall water use reduction goals of the stage, and comply with watering schedules and comply with the water reduction goals of the state. where feasible.~~
 - (v) ~~Running government irrigation systems for mMaintenance, testing, and calibration of government owned irrigation system, purposes at any time is also exempt,~~ provided there is a maintenance technician on-site while the system is running.
 - (iv) Locations using other sources of water supply for irrigation. ~~may irrigate without restrictions.~~
 - (v) Low flow irrigation systems. ~~may irrigate without restrictions.~~
- ~~(3) Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. An exception is allowed for landscape associated with new construction as noted in (2)(i) above.~~
- (4) ~~Prohibit hHydro seeding, hydro mulching, and sprigging.~~
- (5) Existing swimming pools may not be drained and refilled (except to replace normal water loss).

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~~(6)~~ Consider a rate surcharge as requested by NTMWD.

(7) Initiate a rate surcharge for all water use over a certain level.

(8) 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

~~(4)(b)~~ The ~~NTMWD~~ City Manager has initiated Stage 4, which may be initiated due to one or more of the following:

~~1.~~(1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.

~~2.~~(2) Water demand is projected to approach or exceed the limit of the permitted supply.

~~3.~~(3) The storage in Lavon Lake is less than thirty-five (35) percent of the total conservation pool capacity.

~~4.~~(4) NTMWD's storage in Jim Chapman Lake is less than thirty-five (35) percent of NTMWD's total conservation pool capacity.

~~5.~~(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 ~~E~~emergency.

~~6.~~(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.~~(7) NTMWD water demand exceeds the amount that can be delivered to customers.

~~8.~~(8) NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.

~~9.~~(9) NTMWD's supply source becomes contaminated.

~~10.~~(10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~11.~~(11) Plano's water demand exceeds the amount that can be delivered to customers.

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~~12.(12)~~Plano's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.

~~13.(13)~~Plano's supply source becomes contaminated.

~~14.(14)~~Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~15.(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.(16)~~Plano's individual ~~P~~plan may be implemented if other criteria dictate.

~~(2)(c)~~ Stage 4 may terminate when NTMWD terminates ~~its~~ Stage 4 ~~condition~~ or when the City Manager determines circumstances that caused the initiation of Stage 4 no longer ~~prevail~~exist.

Sec. 21-59.8 Goals for Use Reduction and Actions Available Under Stage 4

~~(2)(a)~~ The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary ~~in the amount of water obtained from NTMWD~~. If circumstances warrant or if required by NTMWD, the City Manager ~~or official designee~~ can set a goal for a greater water use reduction.

(b) ~~The City Manager or official designee must implement any action(s) required by NTMWD. In addition, t~~The City Manager ~~or official designee~~ 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 t~~the following ~~measures impose~~ mandatory requirements on customers. ~~If any actions are implemented, the City must notify the public as set forth in Sec. 21-58 (b). The City of Plano and~~ must notify TCEQ and NTMWD within five (5) business days ~~if these measures are implemented~~.

- (1) Prohibit the irrigation of new landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Prohibit commercial and residential landscape watering, except that foundations and trees (within a ten foot radius of their trunk) may be watered for two (2) hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a low flow irrigation system. Central controlled irrigation systems and low flow irrigation systems are ~~not~~ exempt from this requirement. Water may not be trucked or otherwise transported into the City for irrigation purposes.

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- (4) Prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- (5) Require all commercial water users to reduce water use by a percentage established by the City Manager ~~or official designee~~.
- (6) 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 ~~or official designee~~ may grant temporary variances ~~for existing from the requirement imposed~~ ~~water uses otherwise prohibited~~ under Stages 2, 3 or 4 of the ~~is~~ ~~drought contingency~~ and ~~water~~ emergency response ~~plan~~ if one or more of the following conditions are met:

- (1) Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- (2) Compliance with this drought and water emergency response plan cannot be accomplished due to technical or other limitations.
- (3) Alternative methods that achieve the same level of reduction in water use can be implemented.

(b) Variances shall be granted or denied at the discretion of the City Manager ~~or official designee~~. All petitions for variances should be in writing and addressed to the Director of Public Works and Engineering. All petitions should include the following information:

- (1) Name and address of the petitioners
- (2) Purpose of water use
- (3) Specific provisions from which relief is requested
- (4) Detailed statement of the adverse effect of the provision from which relief is requested
- (5) Description of the relief requested
- (6) Period of time for which the variance is sought
- (7) Alternative measures that will be taken to reduce water use
- (8) Other pertinent information.

(c) Variances are considered temporary and must be 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. 21-610.1. 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. 21-620.2. 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

- ~~(1)~~(i) Placement of a notice flag on the premises to advise the person his double check device has been turned off and locked; and
- ~~(2)~~(ii) The City will install a locking device on the person's double check valve to the irrigation system; and
- ~~(3)~~(iii) 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

- ~~(1)~~(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.

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(1) Violation Notification

~~1.~~(i) Placement of a notice flag on the premises to advise the person he was in violation of watering restrictions.

~~2.~~(ii) 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.

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(2) Remedy

~~1.~~(viii) The administrative penalty is one hundred fifty dollars (\$ 150.00) per occurrence when paid at Customer & Utility Services.

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(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 ~~of Plano~~ 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 & Engineering 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 & Engineering 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 ~~Contingency and Emergency~~ Response Plan can result in the termination of the domestic water services in accordance with City ~~of Plano~~ 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 ~~of Plano~~ Customer & Utility 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 & Engineering shall advise wholesale water customers outside the city limits receiving water service from the city of actions taken under the ~~p~~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. All wholesale water contracts entered into or renewed after adoption of this ordinance, including contract extensions, shall include a provision that requires all wholesale water customers of the City to comply with the provisions of this ordinance.

Section IV. This ~~P~~plan shall be coordinated with the Region C Water Planning Group and with North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water ~~P~~plan.

Section V. All provisions of the ordinances of the City-~~of Plano~~, 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-~~of Plano~~, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

Section VII. The repeal of any ordinance or part of 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 BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, on this the _____ day of _____, 2009.

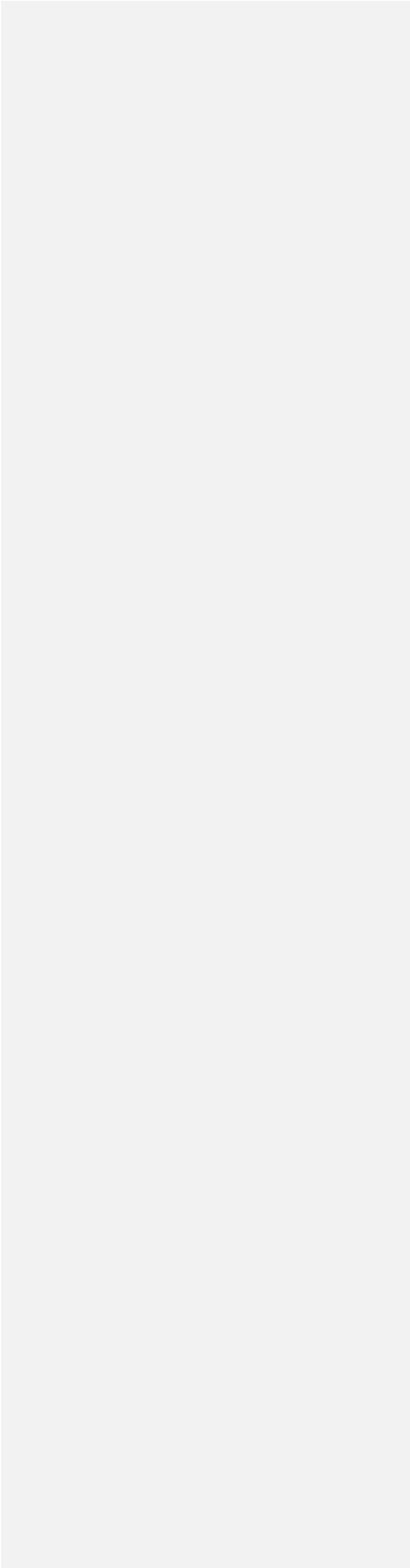
Phil Dyer, MAYOR

ATTESTED TO:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wethe



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, 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 Drought Contingency 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. The following ordinance is written in accordance with TAC and the NTMWD's Model Drought Contingency Plan.

(b) 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.

(c) 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
- (3) All retail customers who live in unincorporated areas within the city's extraterritorial jurisdiction and are served by the system.

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 turf or play surfaces that are provided by government agencies for public or non-profit sporting activities and events. The athletic field is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent and safe play surface.

“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.

“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.

“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.

“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.

“Low Flow Irrigation” means irrigation systems using devices and components that emit water at a low volume and may be designed for specific types of plant material. These irrigation devices or components limit the amount and location of water being applied. Examples include micro-irrigation (emitters and drip tubes), irrigation (bubbler and low flow spray) heads used for watering trees, soaker hoses, etc.

“North Texas Municipal Water District” or "NTMWD" refers to the North Texas Municipal Water District.

“Ornamental Fountains” means water features 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.

“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.

“Texas Commission on Environmental Quality” means TCEQ.

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. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

(b) Violations Following Notification - No criminal citation or administrative fee for violating any of the water use restrictions set forth in Drought and Emergency Response Stages 2, 3 or 4 will be issued until the notice of drought and emergency response stage and mandatory requirements have been published in at least one issue of a newspaper in general circulation in the City.

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 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) Encourage the public to restrict landscape and lawn irrigation from 10 AM to 6 PM. 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) Encourage the public to intensify efforts on leak detection and repair.
- (4) Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- (5) Encourage major water users and increase educational efforts on ways to achieve voluntary water use reductions.
- (6) Reduce city government irrigation water use to meet or exceed reduction goal for the stage.
- (7) Encourage the public to reduce watering in areas that have been overseeded with cool season grasses (such as rye grass or other similar grasses) except for golf courses, athletic fields, erosion protection, public use areas related to public safety, and for locations using on-site well water or properly permitted on-site creek withdrawals.
- (8) Increase educational efforts and notification measures to encourage the public to refrain from using poorly maintained irrigation systems and correct fugitive water issues.

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) 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.
- (6) NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- (7) NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (8) NTMWD's supply source becomes contaminated.
- (9) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (10) Plano's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- (11) Plano's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (12) Plano's supply source becomes contaminated.
- (13) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (14) 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.
- (5) Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- (6) Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.

(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 the use of treated water to fill or refill residential, amenity, and any other natural or manmade ponds.
- (2) Prohibit landscape watering with sprinklers or irrigation systems to no more than two (2) days per week. Exceptions are as follows:
 - (i) New sodded grass areas not to exceed thirty (30) consecutive days from the Certificate of Occupancy date, Temporary Certificate of Occupancy date, or Certificate of Completion date for new home or building construction.
 - (ii) Newly seeded, hydro seeded, hydro mulched, sprigged areas in open space, common areas, right-of-ways and turf renovation at athletic fields not to exceed forty-five (45) consecutive days from the time of placement.

- (iii) Locations using on-site well water or properly permitted creek withdrawals.
 - (iv) Registered and properly functioning central controlled irrigation system and low flow 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 a government owned irrigation system, provided there is a maintenance technician on-site while the system is running.
3. Landscape watering is allowed only on the days shown for the corresponding even or odd numbered service address for the property. Watering between 10:00 a.m. and 6:00 p.m. is prohibited.

Street Address	Days permitted for Watering
Even numbered Address	Monday and Thursday
Odd numbered Address	Tuesday and Friday

4. Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

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) Limit landscape watering with sprinklers or irrigation systems at each service address up to every two weeks, unless the City Manager imposes lesser restrictions. Landscape watering is allowed only on the day shown below for the corresponding even or odd numbered service address for the property. No landscape watering may occur between 10:00 a.m. and 6:00 p.m.

Exceptions are as follows:

- (i) Foundations, new landscaping, new plantings (first year) of shrubs and trees may be watered within a ten (10) foot radius of their trunk for up to two (2) hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a low flow irrigation system.
- (ii) Golf course as needed to keep greens and tee boxes alive.
- (iii) Government agencies watering athletic fields or any other public grounds that are heavily used by the public during evening or morning hours are exempt from this watering schedule.
- (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 government owned irrigation system, provided there is a maintenance technician on-site while the system is running.
- (vi) Locations using other sources of water supply for irrigation.

- (vii) Low flow irrigation systems.
- (4) Hydro seeding, hydro mulching, and sprigging.
- (5) Existing swimming pools may not be drained and refilled (except to replace normal water loss).
- (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 new landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Prohibit commercial and residential landscape watering, except that foundations and trees (within a ten foot radius of their trunk) may be watered for two (2) hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a low flow irrigation system. Central controlled irrigation systems and low flow 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 private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- (5) Require all commercial water users to reduce water use by a percentage established by the City Manager.
- (6) 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 may grant temporary variances from the requirement imposed under Stages 2, 3 or 4 of the drought and emergency response plan if one or more of the following conditions are met:

- (1) Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- (2) Compliance with the drought and water emergency response plan cannot be accomplished due to technical or other limitations.
- (3) Alternative methods that achieve the same level of reduction in water use can be implemented.

(b) Variances shall be granted or denied at the discretion of the City Manager. All petitions for variances should be in writing and addressed to the Director of Public Works and Engineering. All petitions should include the following information:

- (1) Name and address of the petitioners
- (2) Purpose of water use
- (3) Specific provisions from which relief is requested
- (4) Detailed statement of the adverse effect of the provision from which relief is requested
- (5) Description of the relief requested
- (6) Period of time for which the variance is sought
- (7) Alternative measures that will be taken to reduce water use
- (8) Other pertinent information.

(c) Variances are considered temporary and must be 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)** Placement of a notice flag on the premises to advise the person his double check device has been turned off and locked; and
- (ii)** The City will install a locking device on the person's double check valve to the irrigation system; and
- (iii)** 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) Placement of a notice flag on the premises to advise the person he was in violation of watering restrictions.
- (ii) 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

- (vi) 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 & Engineering 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 & Engineering 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 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 & Engineering 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 coordinated with the Region C Water Planning Group and with 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 uncoded, 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 uncoded, 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 23rd day of April, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/23/12		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 79-6-10 to reduce the percentage of gross receipts for the sale of food for certain private club permittees and changing the references to the current provisions of the Zoning Ordinance; providing a severability clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Amending Ordinance No. 79-6-10 relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Please see attached memo.				
List of Supporting Documents: Memo Ordinance			Other Departments, Boards, Commissions or Agencies	

April 10, 2012

MEMO

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

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Updated Ordinance Governing Private Club Audits

City Council's recent amendments to the private club regulations contained in the Zoning Ordinance necessitate an update to a separate ordinance (Ordinance No. 79-6-10) governing the audit process for compliance with the city's adopted food-to-beverage ratio requirements. As you will recall, Council reduced this ratio from 65% food/35% alcohol to 35% food/65% alcohol. This is a city-imposed requirement; state law does not specify a food to beverage ratio requirement for private club permit holders. As such, the city is responsible for enforcement of its local regulation.

The original Ordinance No. 79-6-10 sets forth the annual audit requirements for private club permit holders. The updated ordinance reflects the change in the food-to-beverage ratio requirement and references the current provisions of the Zoning Ordinance related to private clubs. There are no proposed changes to the annual audit procedures, since state law no longer allows cities to impose more restrictive regulations on businesses that sell alcohol. The city's existing ordinances related to private clubs are "grandfathered" and may be maintained, but not strengthened.

The audit procedures outlined in the ordinance are as follows:

- Each private club permit holder must submit an annual audit by April 1st to determine the percentage of gross receipts derived from the sale of food. A CPA must prepare the audit, which covers the previous calendar year.
- If a private club holder does not submit the audit, the city may select and engage a CPA to perform the audit, at the permit holder's expense.
- Audits are presented to the City Council for consideration to determine compliance.

- The City Council may establish a six month probation period for permit holders whose operations are non-compliant, or begin proceedings to revoke the Specific Use Permit.

The Finance Department will receive and review the annual audits. There are presently 19 private clubs permit holders in the city; two of these are fraternal organizations which the state exempts from food service requirements.

The ordinance also contains language which would allow the City Council to immediately suspend operation of the private club. However, as discussed in previous meetings, the city's regulatory options are limited. The city does not have the authority to suspend or revoke a state-issued private club permit. While the city could remove the Specific Use Permit, the private club could continue to operate as a non-conforming use.

Please let me know if you have questions or need additional information.

XC: Diane Wetherbee, City Attorney
Denise Tacke, Finance Director
Tina Firgens, Planning Manager

An Ordinance of the City of Plano, Texas, amending Ordinance No. 79-6-10 to reduce the percentage of gross receipts for the sale of food for certain private club permittees and changing the references to the current provisions of the Zoning Ordinance; providing a severability clause and an effective date.

WHEREAS, on June 11, 1979, the City Council passed Ordinance No. 79-6-10 that established additional conditions which must be satisfied in the operation of a Private Club in the City; and

WHEREAS, Ordinance No. 79-6-10 was adopted prior to the state law restriction on cities for regulating businesses operating with a permit from the Texas Alcohol and Beverage Commission and, thus, Ordinance No. 79-6-10 is grandfathered under Section 109.57 of the Texas Alcohol and Beverage Code; and

WHEREAS, since the adoption of Ordinance No. 79-6-10, a number of amendments have been made to the City of Plano Zoning Ordinance that affect Private Club operations; and

WHEREAS, as a result of those amendments, Ordinance No. 79-6-10 should be amended to be consistent with those changes; and

WHEREAS, the amendments to Ordinance No. 79-6-10 will lessen the current regulations on Private Clubs; and

WHEREAS, the City Council, finds that the audit procedures contained in Ordinance No. 79-6-10 should be amended to reflect the reduction of the percentage requirement for food sale receipts and references to Private Clubs shall be changed to the current zoning regulations.

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

Section I. Section II of Ordinance 79-6-10 is hereby amended as follows:

Section II. The permittee of each Private Club in the City which is required by ordinance to have a minimum of gross receipts from the sale of food and the Private Club and has been in operation for the entire preceding calendar year shall select and engage a Certified Public Accounting firm to conduct an annual audit of the operations of such Private Club during such period. The year upon which such audit shall be conducted shall begin January 1, and end December 31. The purpose of this audit shall be to determine whether or not the permittee has complied with the requirements of City of Plano Ordinance No. 2012-3-24, which requires that not less than 35% of the gross receipts of the Private Club during the audit year be derived from the sale of food. The audit shall clearly reflect (1) the total gross receipts of the permittee for the audit year from all operations on the premises for which the Specific Use Permit for a Private Club is issued; (2) the percentage of such gross receipts derived from the sale of food; and (3) the percentage of such gross receipts derived from the sale of alcoholic beverages.

In addition, the audit shall indicate whether or not further inquiry should be made by the City of Plano into the permittee's operations to determine whether all requirements of the Zoning Ordinance for the operation of a Private Club were satisfied during the audit year.

This audit shall be completed and a copy furnished to the City Council through the City Manager's office not later than April 1st of the year following the audit year.

The audit shall be performed and a copy furnished to the City Council at the sole expense of the permittee.

If not received by April 1st, the City Council shall have the right to select and engage a Certified Public Accounting firm to perform the audit described herein. The permittee shall reimburse the City of Plano for all expenses incurred in obtaining this audit."

Section II. Sections II, III, IV and V of Ordinance No. 79-6-10 are amended to change any and all references to "Ordinance No. 77-10-10" to be revised to "Section 3.105 Private Clubs of Article 3 of the City of Plano Zoning Ordinance as the same may be amended." All other provisions in such sections, other than the ordinance references, shall remain in their entirety including the sections of Ordinance No. 79-6-10 that were not amended by this Ordinance.

Section III. It is intended by the City Council that this ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision of this ordinance shall not affect the validity of any other portion of this ordinance.

Section IV. This Ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS 23RD DAY OF APRIL, 2012.

Phil Dyer, Mayor

Attested:

Diane Zucco, City Secretary

Approved as to form:

Diane C. Wetherbee, City Attorney



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 23, 2012		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Public Hearing and consideration of an Ordinance of the City of Plano, Texas, amending the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Tabled 04/09/12. Applicant: City of Plano				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
SUMMARY OF ITEM				
This item was tabled at the April 9, 2012 City Council meeting and must be removed from the table. Also, please refer to the attached memo for additional information.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo		Planning & Zoning Commission		
P&Z Follow-up Memo				
Staff Report				
Ordinance				

MEMO

Date: April 17, 2012

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

From: Tina M. Firgens, Planning Manager

RE: Revised Policy Recommendations Pertaining to the Use of Undeveloped Land and Redevelopment

The City Council tabled consideration of proposed amendments to the Land Use Element to its meeting on April 23, 2012 in order to receive additional public comment regarding six recommendations to guide the use of remaining undeveloped land and future redevelopment within the city. As a result of the discussion that occurred at the Council's April 9th meeting, additional explanation is provided within this memo to assist the Council with deliberation on the proposed amendments to the Land Use Element of the Comprehensive Plan. Additionally, amendments to the six recommendations are proposed for the Council's consideration (see attachment to this memo). Staff has also again informed numerous developers and property owners of the meeting to solicit public input.

Purpose of Comprehensive Plan

The Comprehensive Plan is the city's guide for development and growth, and includes policies to assist elected and appointed officials and staff with making decisions pertaining to land use development. Additionally, property owners, developers, businesses and residents locating/living in Plano rely upon the plan to understand the city's future growth and development, and compliance with the plan's recommendations is expected. The plan takes a long-term perspective regarding the best use for properties; however, the policies and recommendations may not be consistent with current market conditions or a property owner's goals.

The Comprehensive Plan is the foundation for adopting regulations such as the Zoning Ordinance. However, it is important to note that the Comprehensive Plan is not a Zoning Ordinance. The Comprehensive Plan provides guiding policies and recommendations; whereas, the Zoning Ordinance is law and provides specific regulations pertaining to the development of land (i.e. use, setbacks, parking, landscaping, screening requirements, etc). Zoning is a tool to implement the Comprehensive Plan's recommendations, and rezoning requests should be evaluated based upon whether the request is consistent with the plan's policies and recommendations for the city.

While there is some degree of flexibility with the Comprehensive Plan policies and recommendations, deviation from the plan's guidance should be limited. If deviation from the plan's policies and recommendations is to occur, it should be done sparingly where there is a unique situation demonstrated or a change in conditions that warrants deviation from the plan. If a city finds itself frequently not following its Comprehensive Plan recommendations, then consideration should be given to amending the plan.

Below is additional information in response to Council's specific questions concerning the six new policy recommendations.

Adequacy of Public Infrastructure

The Subdivision Ordinance contains an adequate public facilities policy regarding the availability of public infrastructure for development. The city has traditionally evaluated all zoning requests based upon adequacy of public facilities including water, sanitary sewer, and traffic impacts. The new Policy No.1 recommendation would add evaluation of public safety response, school capacity, and access to parks and open space.

Mid-rise Residential Development

Mid-rise residential development of 5-12 stories through approval of a Specific Use Permit is recommended as an option for residential development in major corridors where the majority of land should be reserved for economic development purposes. As one property owner has noted, the housing market in the Plano area does not currently support mid-rise residential development. However, in the longer term mid-rise residential development may be appropriate outside of a traditional neighborhood context, as part of an urban center, within the major expressway corridors, or as small-lot infill development. This taller form of development reduces the land area dedicated to the building footprint, allowing additional land to accommodate other uses.

Mid-rise multifamily residential development is typically defined as 5 to 12 stories; anything less than 5 stories is considered low-rise multifamily residential. This distinction is made primarily based on the type of construction required for residential buildings of 5 stories or taller. Multi-family wood frame construction is limited to 4 levels, or 4 levels above a concrete podium base; for a taller structure the International Building Code requires noncombustible construction of steel and concrete, thus increasing construction costs. Structured parking is usually provided instead of surface parking, further increasing costs. Mid-rise residential developments may have fewer units overall due to larger units being provided, and higher rental rates or sales prices are typically needed to offset the increased development costs. Additionally, mid-rise residential development is likely to consist of one to three buildings within a single development compared to more buildings within a low-rise multifamily development.

Minimum Density of 40 Dwelling Units per Acre

With an exception for mid-rise multifamily development, a minimum density of 40 dwelling units per acre for new multifamily uses should be required. If the city wishes to encourage true mixed-use development, a higher minimum density for multifamily units must be established to facilitate compact development. Surface parking should be discouraged; instead structured parking should accommodate a minimum of 50% of the provided parking. A variety of unit types should be encouraged through the phasing of development while still maintaining the overall minimum 40 units per acre.

Maintaining the 40 unit per acre standard requires: 1) determining how to measure density; and 2) setting the area where averaging is allowed within a development. Density of a development is determined by dividing the number of units by the land area in acres of the development (inclusive of the building site, surface parking lots, open space, landscaping, yet excluding streets and public ways and public open space). Density averaging should be limited to residential projects within a planned development district, mixed-use district, and the Central Business-1 (CB-1) and Downtown Business/Government (BG) districts.

After further evaluation of this policy recommendation, staff recommends two exceptions to the minimum 40 units per acre requirement: mid-rise multifamily development as well as the proposed neighborhood mixed-use zoning district. A mid-rise residential development may not achieve 40 units per acre if it has larger units with 2-3 bedrooms, and is intended as small site, infill housing. The recommended neighborhood mixed-use zoning district, intended to govern redevelopment of corner shopping centers, should limit heights to two to three stories to respect adjacent existing single family development, and will likely result in multifamily development at densities less than 40 units per acre. Additionally, large parking garages are unlikely to occur within neighborhood mixed-use developments.

Dallas North Tollway Corridor and Residential Use

Due to the growth patterns extending northward from Dallas, the Dallas North Tollway corridor continues to be in demand for commercial development and corporate relocation, and is an economic development engine for the city. Preserving land within this corridor for these types of uses is important for Plano, and the policy recommendations reaffirm this long held goal.

To preserve the Dallas North Tollway corridor for non-residential uses, Policy No. 4 recommends that no new low-rise residential multifamily occur south of Tennyson Parkway. For properties north of Tennyson Parkway, this policy would allow for possible expansion of the Legacy Town Center development since the existing CB-1 zoning allows multi-family development and includes properties west of the Dallas North Tollway. As an alternative, Windhaven Parkway could be considered as the southern boundary for low-rise residential multifamily given the larger and wider tracts between the Tollway and Parkwood Boulevard and Communications Parkway. However,

multifamily residential development is not presently allowed within the corridor between Tennyson Parkway and Windhaven Parkway; property owners would have to request rezoning.

Recommendations

Attached to this memo is a summary of the six recommendations, with recommended modifications by staff as a result of the discussion with Council at the April 9, 2012 meeting. (New text amendments are shown as underlined text, and deletions shown as strikethrough text.) Additionally, the recommendations have been simplified to exclude the supporting text as originally submitted to the Planning & Zoning Commission and Council. The proposed ordinance includes the six amended recommendations incorporated within the Land Use Element of the Comprehensive Plan.

Please let me know if you have any questions or require additional information.

2012 INTERIM AMENDMENT
REDEVELOPMENT AND UNDEVELOPED
LAND POLICY RECOMMENDATIONS
(Amended April 17, 2012)

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.
3. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained, and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.
4. No new low-rise multifamily development less than five stories in height should be allowed south of Tennyson Parkway, along the Dallas North Tollway between Communications Parkway and Parkwood Boulevard. However, mid-rise multifamily development (5 to 12 stories) may be considered by specific use permit (SUP) in this corridor.
5. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.
6. Establish two new zoning districts - an urban mixed-use district and neighborhood mixed-use district. An option to allow mid-rise residential buildings (5 to 12 stories) by specific use permit should be available in major corridors (State Highway 121, Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75) and in urban mixed-use districts where designated as appropriate in the Comprehensive Plan.

DATE: March 20, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 19, 2012

**AGENDA ITEM NO. 9 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT
APPLICANT: CITY OF PLANO**

Request to amend the Land Use Element of the Comprehensive Plan to include new and revised policies pertaining to redevelopment and use of undeveloped land.

APPROVED: 6-1 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as submitted. First Vice Chair Hazelbaker voted in opposition to the motion because he is concerned that the policy recommendations are too limiting for creative development.

FOR CITY COUNCIL MEETING OF: April 9, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

SS/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 19, 2012

Agenda Item No. 9

Public Hearing: Comprehensive Plan Amendment

Applicant: City of Plano

DESCRIPTION:

Request to amend the Land Use Element of the Comprehensive Plan to include new and revised policies pertaining to redevelopment and use of undeveloped land.

REMARKS:

Background

In the fall of 2010, the Planning & Zoning Commission began reviewing the city's policies in the Comprehensive Plan regarding redevelopment and undeveloped land. The purpose of the review was to determine if the existing policies were still appropriate as the city and Commission began the process of updating the Comprehensive Plan. The Commission upheld the city's current policy recommendations with some revisions.

The City Council considered the policies from the Comprehensive Plan along with the recommendations from the Commission in early 2011 and requested additional time and information before providing direction on the various policies. Staff provided two policy papers to the Council and the Commission, along with six recommendations for consideration at a joint meeting on February 23, 2012. The Council directed staff and the Commission to move forward with each recommendation.

Redevelopment and Undeveloped Land Recommendations

The six recommendations for redevelopment and undeveloped land are proposed as an interim amendment to the Land Use Element of the Comprehensive Plan, since staff continues to work on the update of the document and supporting individual policy statements. The interim amendments are necessary to guide future development within the city. The recommendations along with an explanation are included within the staff report and appear in the attached copy of the proposed amendment to the Land Use Element. The recommendations are found beginning on page 15 of the document in underlined text. The remaining text of the Land Use Element has not changed since adoption in June 2008 by Council.

RECOMMENDED POLICIES

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 development of sound, sustainable neighborhoods has been a cornerstone of Plano's success and attractiveness to families and businesses. Areas being considered for rezoning to residential uses should have an adequate infrastructure system and the amenities and services to support the requested use. Roads, utilities, schools, parks, libraries, and fire stations are important to support residential development. Some of this infrastructure is needed immediately, such as roads and utilities, and can be provided by the developer. Depending upon the capacity of the infrastructure needed to serve the development, the city may have to participate financially to upgrade the utility system.

For other services, such as schools, fire stations, parks, and libraries, there may be an immediate need but a delay in providing facilities and services. There is a lag time due to capital and operational expenditures incurred by the city and school district. Additionally, there is the potential for increased cost to the city and school district if these facilities and services were not anticipated within certain areas of the city.

The land along the expressway corridors and within the Legacy Business Park and the Research Technology Crossroads area has been planned for nonresidential development for many years. Therefore, infrastructure and services needed to support residential development have not been planned or programmed into capital and operational budgets. Infrastructure and facilities can be provided for these areas if residential uses are introduced, but at additional cost to the city and school districts.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Special needs housing (i.e. senior housing) could be an exception.

"Isolated" residential development refers to small residential neighborhoods surrounded by nonresidential development with no amenities, or separated by a major thoroughfare or natural feature from existing residential developments. This type of development should not be permitted since it does not promote sustainable residential neighborhoods long term. The proposed residential development needs to have reasonable access to community amenities; be located in a suitable environment free of noise, glare, traffic congestion, and other noxious factors; be part of a larger neighborhood where social interaction can occur; and not be separated from other residential developments by a six-lane divided roadway (Type C) or larger thoroughfare.

Plano's traditional residential neighborhood design is a successful model to be emulated. With schools and parks located within or near the neighborhood, a well-designed street system, and retail and service uses conveniently located nearby to support resident needs, these neighborhoods remain vital and desirable. With few large tracts of land left for residential development, it will be increasingly difficult to duplicate

this pattern. However, the basic characteristics should not be abandoned, and new residential development, both multifamily and single-family, should:

- Expand an existing neighborhood or mixed-use development where the infrastructure, amenities, and nonresidential uses are in place to support the new housing being created; or
- Create a new complete neighborhood unit where a school and park site could be located to serve the neighborhood as well as have nearby supporting retail/service uses; or
- Create an urban mixed-use development that has all of the key components that make a mixed-use development successful.

Special needs housing situated close to businesses which could provide services to the residents (i.e. medical, dental, grocery stores, pharmacies, etc.) would be an exception to this recommendation.

3. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

The recommended 1,200-foot setback for residential uses was adopted at a time when the construction and expansion of State Highway 121 to a major expressway was being considered. Residential development in close proximity to the tollway, especially single-family subdivisions, could have increased opposition to the widening of the highway and necessitated the construction of costly sound walls. The setback also sought to address the need to reserve adequately sized properties in this corridor for large commercial developments, instead of just a row of pad sites. It also recognizes that land immediately adjacent to a major expressway may not provide the best living environment.

These are worthy goals for development in any major corridor, and staff recommends that the 1,200-foot setback be retained for the State Highway 121 corridor and expanded to include the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75 corridors. The issues are the same when it comes to preserving areas of the city to encourage economic development, employment growth and other commercial uses, as well as providing for viable residential neighborhoods.

Since the 1,200-foot setback is measured from the centerline of the expressway, the actual setback as measured from the right-of-way line could be closer to the frontage roads. As property lines and natural features do not always run in a straight line, judicious application of the setback is needed. There will be some instances, as has happened in the State Highway 121 corridor, where it is reasonable for residential development to be located closer to an expressway than 1,200 feet. Urban mixed-use centers could also be considered, since they offer the opportunity for residential development to be shielded by taller office buildings.

The chart below illustrates the application of the 1,200-foot distance setback in each corridor. The average land depth indicates the land that should be maintained for non-residential development.

Expressway	Average land depth*
SH 121	960 feet
SH 190	1,038 feet
Dallas North Tollway	1,033 feet
U.S. Highway 75	1,035 feet

*As measured from the expressway centerline:
 1,200 feet - one-half of the expressway ROW =
 average land depth

4. No new low-rise multifamily development less than five stories in height should be allowed south of Tennyson Parkway, along the Dallas North Tollway between Communications Parkway and Parkwood Boulevard. However, mid-rise multifamily development (5 to 12 stories) may be considered by specific use permit (SUP) in this area of the corridor.

This recommendation reaffirms preserving land for economic development along the Dallas North Tollway. The tollway, as a major regional corridor and the main entrance to the Legacy Business Park, continues to be in demand for office and commercial development. Properties located between Communications Parkway and Parkwood Boulevard are in many areas very narrow and do not provide sufficient space to effectively blend multifamily development with other uses. The increased number of stories for mid-rise residential uses is necessary to accommodate the number of units required to make the project viable and to reduce the land area dedicated to the building footprint to provide additional land to accommodate other uses.

North of Tennyson Parkway, the mixed-use development of Legacy Town Center could be expanded onto properties in the Central Business-1 zoning district. Of the 3,500 multifamily units allowed within this district, there are several hundred that have not been developed.

5. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project.

For many years, Plano has promoted a wide mix of housing types and densities. The vast majority of the city's apartments (over 26,000 units) have been built at suburban, garden-style densities of 16-28 units per acre. These developments have provided and will continue to provide much needed housing in the city. But it may be time to consider a new type of multifamily development that addresses the evolution of the city, in which

a limited number of areas will be developed or redeveloped in a more urban form. Also, if the city wishes to encourage true mixed-use development, a higher minimum density for multifamily units must be established to facilitate compact development. This is consistent with the minimum density required in Legacy Town Center and Downtown Plano. At this density, parking usually will be provided in structured garages; however, there are a few apartment developments in Legacy Town Center built at this density but with surface parking and enclosed individual garages. Some surface parking may be desirable, especially for commercial tenants and visitors. Parking requirements for multifamily development may also need to be reduced in higher density developments.

Recent zoning requests have featured multifamily developments with a minimum of 30-35 units per acre; however, developers have exempted open spaces and quasi-public streets from the density calculations, resulting in a much lower effective density. While the developments have used reduced setbacks and wider sidewalks as techniques to provide a more “urban” streetscape, they continue the traditional suburban form.

In order to help visualize density, below are examples of existing apartment developments in Plano at various densities. Also provided is the maximum densities permitted in the city’s multifamily zoning districts that have resulted traditional garden style apartments, and the densities of recent approved preliminary site plans from recent projects.

- Haggard Square (McDermott Drive and Ohio Drive): 24.7 units per acre
- Legacy Town Center - phases with surface parking: 61.1 units per acre
- Legacy Town Center - phases with structured parking: 90.9 units per acre
- Eastside Village I (west of city hall on K Avenue): 88.6 units per acre
- 15th Street Village (Southeast Corner of 15th Street and G Ave): 84.0 units per acre
- Turnpike Commons (Northwest corner of Renner Road and Shiloh Road) - phase I: 25.9 units per acre
- Coit Crossing - Phase I (Northeast Corner of Mapleshade Drive at Coit Road): 43.1 units per acre

MF-1 zoning district: 12 units per acre

MF-2 zoning district: 18 units per acre

MF-3 zoning district: 21.5 units per acre

6. Establish two new zoning districts - an urban mixed-use district and neighborhood mixed-use district. An option to allow mid-rise residential buildings (5 to 12 stories) by Specific Use Permit should be available in major corridors (State Highway 121, Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75) and in urban mixed-use districts where designated as appropriate in the Comprehensive Plan.

Two new zoning districts should be added to the city’s Zoning Ordinance - an urban mixed-use district and a neighborhood mixed-use district. There are several benefits to the creation of these districts. The urban mixed-use district could be used to expand existing urban centers or applied to Collin Creek Mall and around the DART rail stations. The Urban Centers Study identifies these areas as future urban centers. A

neighborhood mixed-use district could be applied to certain areas of the city where appropriate to facilitate redevelopment of aging shopping centers and commercial areas. This district could also be used to encourage redevelopment of aging apartments.

The creation of these two districts would provide developers with additional development options. The districts would formalize the desired development form and create consistent standards, rather than the method used today through the creation of customized planned development districts. Lastly, it also saves developers time and money. If the development standards have already been predetermined, the zoning discussions then become focused on the appropriateness of the land use being requested.

The Urban Centers Study identified three areas within the city where additional urban centers should be developed. The three areas were the intersection of Park Boulevard and Preston Road, Collin Creek Mall, and the Parker Road DART station and will be shown on the Future Land Use Plan Map during the Comprehensive Plan Update. These three areas might serve as possible locations for the proposed urban center mixed-use zoning district. The retail corner sites at the major thoroughfare intersections could be considered possible sites for the neighborhood mixed-use zoning districts

Additionally, there may be areas where mid-rise residential development (5 to 12 stories) may be appropriate within the State Highway 190/President Bush Turnpike, State Highway 121, and U.S. Highway 75 corridors. However, not all properties within these corridors may be appropriate for this use and should be evaluated carefully. The Commercial Employment, Central Business-1, Regional Employment, Regional Commercial, and Corridor Commercial zoning districts could be amended to allow this use with a Specific Use Permit (SUP).

RECOMMENDATION:

Recommended for approval as submitted.

An Ordinance of the City of Plano, Texas, amending the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date.

WHEREAS, the Comprehensive Plan of the City of Plano provides for regular monitoring and updating, as needed; and

WHEREAS, the Land Use Element was last updated on January 14, 2008, (Ordinance No. 2008-1-10); and

WHEREAS, the City Council desires to adopt interim amendments to the Land Use Element, pertaining to redevelopment and use of undeveloped land;

WHEREAS, the Planning & Zoning Commission has reviewed the updated Land Use Element to the Comprehensive Plan during a public hearing held on March 19, 2012; and

WHEREAS, City Council has provided an opportunity for public review and input on the proposed update to the Comprehensive Plan, and after receipt of the same wishes to approve the update to the Comprehensive Plan as a tool to provide guidance in land use regulations; and

WHEREAS, the City Council held a public hearing on April 9, 2012 and on April 23, 2012, open to all persons wishing to comment on the proposed chapter update; and

WHEREAS, the City Council, having been presented the proposed chapter update, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the updated Land Use Element of the Comprehensive Plan, should be approved, adopted and utilized by the City of Plano;

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

Section I. The updated Land Use Element, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby approved and adopted.

Section II. The Comprehensive Plan provides a general framework of objectives and strategies for the long range development of the City. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, the Planning & Zoning Commission, or other City body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the City to rezone property or amend development standards.

Section V. The Comprehensive Plan does not obligate the City to expend funds on any of the recommendations for possible activities, projects or studies.

Section VI. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VII. City staff is permitted to add to or modify the literary and exhibit contents of the amended Land Use Element with such materials as graphs, tables, indexes, maps, background materials, additional policy statements, etc., so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

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

DULY PASSED AND APPROVED THIS 23RD DAY OF APRIL, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

COMPREHENSIVE PLAN LAND USE ELEMENT

INTRODUCTION

Purpose

This Land Use Element analyzes land use and development patterns occurring in the city today, provides a general guide for the development and use of all land within the City of Plano, and establishes a vision for the city's future land use patterns. This text is supported by the Land Use Plan, which provides a graphical representation of the city's objectives regarding land use.

Major Issues

As Plano continues its transition from a developing to a developed city and from an outer tier to a first tier suburb, policies and land uses must be adapted to address these changing conditions. Despite the fact that much of Plano's residential land has been developed, there are a number of issues related to land use that warrant policy discussion. The Dallas-Forth Worth Metroplex is projected to continue to grow quite rapidly - adding three million people by 2030. Much of this growth will likely take place in cities on the urban fringe. However, Plano should play a leadership role in assuming some of this growth and searching for strategies that can help mitigate impacts, such as road congestion and air and water pollution, as well as to improve the quality of life for Plano's citizens. This will require housing outside of traditional neighborhood areas, redevelopment, urban centers and new and likely denser housing types. It is essential to accommodate this growth while retaining Plano's basic development pattern and character.

Preserving suitable, well located land for economic development is important to Plano's long term viability. Although it may seem expedient to convert land currently undeveloped and zoned for nonresidential use for residential development, properties in major corridors and employment centers should generally be reserved for employment generating uses. The limited availability of undeveloped land will require that its future development is carefully aligned with the City's economic development objectives.

This document addresses ways that Plano can maintain and enhance its position in the region as well as adapt to changing conditions. Striking a balance between competing demands and accommodating some of the population growth projected for the region will be a challenge for the City. This document addresses ways that Plano can maintain and enhance its position in the region as well as adapt to changing conditions. Plano's ability to effectively address infill development and redevelopment will also become increasingly important.

MAJOR THEMES

Three major themes are used throughout the Comprehensive Plan: Livable City, City of Organized Development, and City in Transition. These themes are used here to organize land use strategies according to various goals. The first theme, “Livable City”, addresses issues that impact the sustainability of the city as it relates to Plano remaining an attractive place to live and work. “City of Organized Development” considers existing and future land use patterns. “City in Transition” focuses on the changing regional context, technology and similar influences on Plano’s future. These themes are used to analyze current and future land use needs for the city based on current conditions and trends.

Theme I - Livable City

Quality of life is one of the top priorities of the City of Plano’s planning efforts. A careful balance of land use activities helps create a sustainable physical environment which, in turn, enhances the daily lives of those who live and work in Plano. This theme establishes ways in which the City will maintain its livability by effectively integrating daily activities - residence, work, education, culture and leisure - into a diverse environment.

Theme II – City of Organized Development

Plano has experienced significant growth over the past three decades but today that growth is leveling off. The City has relied on a comprehensive planning strategy, supported by the future land use plan, to guide this growth and its physical arrangement. This ongoing process of assessing needs, setting objectives, implementing programs and monitoring progress has resulted in an organized land use pattern. This section examines how existing and future development patterns can be used to further enhance the community.

Theme III – City in Transition

For many years Plano has been a “developing” community and its planning efforts have been primarily focused on addressing issues related to this new growth. Now that the majority of the City’s development and infrastructure is in place, infill development, redevelopment and revitalization are becoming Plano’s primary opportunities for new development. In its new role as an inner tier suburb, the City is also seeing new types of development, including mixed use and higher density projects such as Legacy Town Center. This theme examines factors contributing to and resulting from the transition to a maturing city.

Key Factors

Key factors have been identified for each of the major themes. The discussion of these factors in each section will further explain the major themes as well as provide a basis

for the objectives and strategies outlined for each theme.

THEME I – LIVABLE CITY

Regional and Local Changes

As noted earlier, Plano is located in one of the fastest growing regions and counties in the country. The population of the DFW area is projected to grow by three million by 2030. Collin County, with Plano and rapidly developing cities such as Allen, Frisco, and McKinney, is going to be home to a major portion of this growth. Between 1990 and 2000, Collin County increased in population by over eight percent annually, reaching a total of 491,675 persons. Forecasts for Collin County project more than 1.1 million residents by 2030.

Despite the limited availability of raw land, Plano's location and multitude of assets - including the availability of mass transit, proximity to post-secondary educational institutions and abundant employment opportunities - will continue to make it a very desirable place to live and work. As regional growth and development proceeds Plano must continue to work with neighboring cities to address land use, transportation, environmental issues and other matters of mutual concern.

Mobility

Quality of life is heavily influenced by the level of local and regional mobility. For many years Plano has benefited from a very efficient roadway system that has made it easy to travel within the City and to make connections to other cities in the region. Projected local and regional growth, coupled with limited opportunities to expand the roadway system, will increase interdependence between land use and transportation.

Expanded employment opportunities through economic development can actually have a positive impact on mobility. More Plano residents can travel shorter distances to and from work and wide array of shopping, dining, and entertainment establishments. Persons living in other cities and working in Plano can also travel in the opposite direction of the primary traffic flow during peak hours.

Environmental Impacts

The City of Plano values the environment and actively seeks ways to enhance the quality of life by improving air quality as well as protecting and conserving water resources. Air pollution comes from many sources including factories, power plants, dry cleaners, cars, buses, trucks and even windblown dust and wildfires. Because it is diffused, air quality is a concern that impacts all residents in the DFW region. This pollution can threaten the health of human beings, trees, lakes, crops, and animals, as well as damage the ozone layer and buildings. Under the Clean Air Act, the Environmental Protection Agency (EPA) regulates air pollution for the region as a whole.

Water pollution impacts the use of water for drinking, household needs, recreation, fishing, transportation and commerce. Because of this, water quality is a concern shared by many cities in the Metroplex. Water quality is affected by the design and layout of development. Plano's Zoning and Subdivision Ordinances have recently been updated to include storm water management practices and additional updates may be necessary in the future.

Water is supplied to Plano and many other cities in the region by the North Texas Municipal Water District (NTMWD). However, each city is responsible for implementing its own policies governing local water consumption. Contracts with the water district are often structured so that cities must commit to purchasing a set amount of water, which provides little financial incentive for water conservation. At the same time, NTMWD must have a dependable return on investment in order to meet the current and future needs of the cities it serves. The district must cover the costs of its fixed assets and develop new water resources for its growing customer base. This would not be possible with fluctuating revenues. Therefore, NTMWD and its member cities will need to continue exploring alternatives that encourage water conservation without inhibiting system maintenance, upgrades, and capacity increases.

The availability of natural resources will have an increased impact on the ability of the region and individual cities to support livability. It will become increasingly incumbent upon the City of Plano to facilitate the efficient use of water, energy, and other critical resources. The availability of natural resources also impacts building design and construction materials. Properly formulated codes and ordinances can support the use of energy efficient and sustainable development and construction practices while promoting quality and cost effectiveness.

Objectives for Theme I – Livable City

- **Objective A.1** Provide for local land use strategies that reflect changing regional and local trends and conditions.
- **Objective A.2** Continue to implement development policies that ensure the protection of the environment and the supply of essential resources.

Strategies for Theme I – Livable City

- **Strategy A.1** Regularly monitor, review, and update the Comprehensive Plan, Zoning Ordinance, and related documents to ensure their effectiveness in meeting the needs of the community. Update the Land Use and Transportation Elements every three years.
- **Strategy A.2** Where possible, zone property and configure development to provide complementary uses and to foster good connections between them using a combination of streets, trails, and sidewalks for vehicular, pedestrian, and bicycle circulation.
- **Strategy A.3** Regularly monitor development and building regulations to ensure that they provide for the efficient use of natural resources and promote

environmental quality. When possible, incorporate sustainable building and design practices into development regulations.

- **Strategy A.4** Continue to work with adjacent cities and regional agencies to develop land use patterns that promote enhanced regional mobility.

THEME II – CITY OF ORGANIZED DEVELOPMENT

Local Context

Today, much of the residentially zoned land in Plano is developed and there are few large undeveloped properties of any type remaining in the city. As Plano matures, the focus of development is shifting towards infill tracts that have been passed over for development for various reasons, as well as the redevelopment of under-performing and obsolete properties.

Careful consideration should be given to compatibility when new uses are being introduced into developed areas. This is especially true when nonresidential uses are developed in close proximity to residential uses. The City currently has zoning standards for certain types of activities when placed in proximity to residential districts (residential adjacency standards). These standards should be monitored regularly to ensure that they provide the desired guidance for infill development.

Land Use Absorption

Plano experienced development at an extremely rapid pace during the 1970s, 1980s and 1990s. Today, over 95 percent of the land zoned for residential use in the city has been developed. Further residential development is expected over the next few years, albeit at a slower rate. Retail and office development typically trail residential because these uses are generally dependent on the number of households within a certain distance. Plano still has a significant amount of nonresidential land available for development. In fact, only about 60 percent of “Commercial” land has been developed to date. As this land is absorbed, it will be important to monitor any shifts in the land use mix as this information will be a key indicator of the need for city services including the provision of parks and open space. (The Land Use Absorption Table can be found in the appendix).

Variety of Land Uses Opportunities

A community’s land use system should accommodate a wide range of opportunities for its existing and future residents. Sometimes, efforts to create more pleasant and appealing surroundings can result in a narrow range of land uses that actually detract from the “Livable City” concept. For example, opportunities for persons of various ages and life styles to live in a community can be hampered by limited the range of housing types permitted in a city. In addition, residents require the availability of a broad range of services. Some of these services, such as automobile repair, are less than attractive and appealing than others and there is a tendency to reduce or isolate their locations.

Plano's Zoning Ordinance and Atlas generally provides for a broad range of residential and nonresidential uses. The ordinance also includes development standards that reduce the impacts of certain uses on their surroundings. The Residential Adjacency Standards are a good example of this approach. As Plano reaches full development, there will be more situations in which uses that traditionally considered less desirable are more desirable uses. It will be important for the City to find ways to enhance the transitions between uses as opposed to reducing the opportunities for uses that are necessary to serve the needs of Plano residents.

Balanced, Consistent Zoning*

Plano's land use pattern is generally organized around a system of major, east-west and north-south thoroughfares spaced at one mile intervals. Each one square mile of land area has developed as a neighborhood with low density single-family housing surrounding an elementary school and city park. The outer edges of the neighborhoods often include higher density housing with direct access to the major thoroughfares. Most of the corners of the intersections of the thoroughfares are zoned for retail uses. (This typical neighborhood format is described in more detail in the Housing Element.)

Although this arrangement is very efficient and easy to navigate, it has contributed to a zoning imbalance. The City currently has more land zoned for retail and office uses than is likely to be supported by the market over time. Much of this land is located at major thoroughfare intersections. In the past, all four corners at many of these intersections were zoned for some form of retail or commercial use. This resulted in the development of almost 60 square feet of retail per capita (approximately three times the national average). As new retail centers are developed in surrounding cities, this amount of retail can no longer be fully supported and some retail facilities have become vacant or underused. It is unlikely that the City will need to rezone additional property for retail use unless a certain market area is clearly lacking locations for shopping and service facilities.

Economic conditions and the development market trends sometimes change quickly resulting in an imbalance in the amount of land for a given use. Periodic monitoring of development activity and the zoning classifications of remaining undeveloped properties assists the City in projecting and preparing for future land use needs. It will be necessary to convert some of the undeveloped or under-producing retail properties to other uses. While residential development may be difficult to accommodate because of the limited size of these parcels (as defined in the Housing Element), it may be possible to create mixed-use environments including mutually supportive uses such as residential and neighborhood retail or office.

As Plano matures, some zoning imbalances are becoming more apparent. As the supply of undeveloped land diminishes, properties that were previously overlooked are being considered for development. Many of these properties will require rezoning to accommodate development supported by the market. Some of these sites, because of their size, shape, location, and/or access will not be well suited for their proposed uses.

The City will have to make difficult decisions regarding the long-term use of these “leftover” tracts.

**Please refer to Policy Statement No. 2.0 for detailed strategies on addressing this issue.*

Coordination with Public Infrastructure, Facilities and Services

Plano’s development pattern is carefully intertwined with its system of public infrastructure, facilities and services. As noted previously, most neighborhoods are organized around an elementary school and neighborhood park. The City has also made a concerted effort to acquire flood plains and adjacent properties to create an elaborate system of greenbelts, hike and bike trails, and parks of various sizes and types. Other facilities such as libraries, recreation centers, fire stations, and police stations are carefully located to serve efficient, effective service to Plano residents and businesses. (For more information, see the Parks and Recreation and Public Services and Facilities Elements.)

Changes to the City’s development pattern can impact the public sector’s ability to provide the level of services that its citizens have come to expect. They can even affect health safety, and welfare. For instance, adding residential units to an area may impact the ability of the Police and Fire Departments to provide adequate and timely emergency services. Similar issues arise in regard to roadways, utilities, and related public infrastructure. High intensity nonresidential uses typically generate more traffic trips than low intensity residential areas. On the other hand residential uses sometimes have a greater impact on utility requirements like sanitary sewer. (See Utilities Element.) Therefore, land use and development decisions must be carefully coordinated with the public sector’s ability to provide public infrastructure, facilities and services in an orderly and timely fashion.

Continuous Planning Process

The city's planning program is necessarily an ongoing and cyclical process of assessing needs, setting goals, implementing programs, and monitoring progress. The Land Use and Transportation Elements are regularly updated. An extensive effort to identify and prioritize key issues is an integral part of the plan revision process, as is community participation and regional coordination. This effort includes public meetings to solicit concerns and ideas from the citizens. Modifications to the Land Use Element often lead to changes in development review procedures, zoning, and other City policies. The Zoning Ordinance, Subdivision Ordinance, Master Facilities Plan, and the Community Investment Program (CIP) are examples of “next step” documents and are critical to the success of the City’s planning and development process. The Comprehensive Plan should continue to be utilized for general guidance for policy formulation in these areas.

Objectives for Theme II – City of Organized Development

- **Objective B.1** Ensure that the provision of City infrastructure, facilities and services is coordinated with development and maintained or modified as needed to meet required service levels and the needs of a changing population.
- **Objective B.2** Provide for a balanced and efficient arrangement of Plano's land resources to accommodate housing, employment, shopping, entertainment, and recreation.
- **Objective B.3** Ensure land use compatibility by grouping complementary land use activities, especially those that are mutually supportive, and continuing to implement policies that minimize the impact of potentially incompatible activities.

Strategies for Theme II – City of Organized Development

- **Strategy B.1** Maintain the Master Facilities Plan as the interdepartmental guide to coordinate the planning, development and redevelopment of City of Plano facilities in concert with changing community needs and expectations. Coordinate the Community Investment Program (CIP) process with the objectives in the Master Facilities Plan.
- **Strategy B.2** Annually formulate and update a five-year CIP based on the Comprehensive Plan. Review annual updates to the CIP with the Planning & Zoning Commission.
- **Strategy B.3** Consider requests for rezoning areas planned or zoned for nonresidential use to residential districts based on the guidelines included in Policy Statement 2.0.
- **Strategy B.4** Use Plano's Comprehensive Plan, particularly the Land Use Plan, and related policies, to guide the zoning of properties in a manner that minimizes incompatibilities between uses.
- **Strategy B.5** Regularly meet with city departments and other local government entities to ensure development and redevelopment within the city can be supported with the necessary facilities and services
- **Strategy B.6** Make amendments to the Zoning Ordinance (text and atlas) based on the strategies of the Comprehensive Plan. This consideration should include evaluation of the following:
 - Intent of the plan in its entirety;
 - Physical character of the property affected;
 - Adequacy of public facilities (existing and proposed); and
 - Relationship to adjacent land uses (existing and proposed).

THEME III – CITY IN TRANSITION

Cities evolve over time and as they do new challenges and opportunities emerge. Plano developed very rapidly during the 1970s, 1980s and 1990s. Today that growth is slowing and the City is challenged with some aging and dated development. The City also has an overabundance of retail development that, in some cases, is struggling. The long-term vitality of the City will depend on its ability to address issues such as these in

a timely and appropriate manner.

In 1998, the City initiated a Neighborhood Planning Program focused on older, at-risk neighborhoods. This program creates partnerships with residents to develop strategies for improving and sustaining their neighborhoods. Another project that is helping the City gracefully evolve is the enhancement of downtown Plano and the older neighborhoods surrounding it. This example is illustrative of both historic preservation and redevelopment. The original business core and the Haggard Park neighborhood have been designated as Heritage Resource Districts. Compatible mixed-use projects, Eastside Village I and II, have been developed alongside older downtown structures. New single-family homes have also been constructed in Haggard Park and in the Douglass Community. These neighborhood planning and revitalization efforts have contributed to extensive improvements to the downtown and surrounding neighborhoods. These range from investment in infrastructure to loans and grants for the rehabilitation of private homes. Funds for the latter often originate from federal programs. While these exact strategies are not appropriate for all areas of Plano, the City should continue to ensure that policies and regulations support redevelopment efforts.

The City's workforce housing initiative focuses additional attention on the need to preserve and enhance Plano's older housing stock and neighborhoods, in addition to creating viable housing options within a reasonable driving distance of Plano's employment centers. The relationship between land uses should be balanced and mutually supportive. Plano's housing stock must be varied enough to support a broad range of income levels and household preferences. This will help to ensure that the supply of housing continues to accommodate the needs of those employed by local businesses. Most of Plano's more affordable housing stock is comprised of older homes (25 years or older); these are not always compatible with the expectations of modern buyers. Further, these homes are typically less energy efficient than newer homes and more costly to maintain. It is important that Plano continue with proactive strategies to ensure the health of neighborhoods while providing for a wide range of housing options within the City.

Changing Demographics

As the City matures, its population and employment characteristics are changing. Plano's population and employment are not only growing in number but also in diversity. Factors such as age, ethnicity, culture, and income directly impact the types of public and private services and facilities which a community must provide to its residents and workforce. The 2005 ACS data suggests continued significant growth among minority populations in Plano. Hispanic and Asian sectors have grown significantly in recent years. The white population now represents approximately 65% of Plano's population compared to almost 85% in 1990. As Plano becomes a more diverse community of different backgrounds and cultures, it will need to offer a wider range of public and private services and programs. Joint efforts with the school districts and other entities will be necessary to celebrate and take advantage of Plano's diversity.

Plano's population is also aging; the population over age 65 was approximately 16,000 at the time of the 2005 American Community Survey (ACS) and is expected to more than double by 2020 (to a projected 40,000 residents). This will have an impact on Plano's housing requirements and land use demands. Currently Plano's Zoning Ordinance provides for a range of senior housing options in several district categories. It also includes reduced requirements for parking, dwelling size, and similar accommodations based on the actual needs of senior residents. The city should also encourage the development of senior housing in urban centers which can provide a variety of services within walking distance.

Economic Development

In the 1980s Plano began to attract a number of corporate citizens and emerge as an employment center. Today, Plano has a significant amount of office development in the Legacy area, along U.S. Highway 75 and within the Plano Parkway/President George Bush Turnpike (S.H. 190) corridor (including the Research/Technology Crossroads area). There are about 125,000 jobs in Plano and recent employment data indicates that number is expected to grow to approximately 167,000 by 2025.

Plano's economy also has a significant retail and service sector component. New competition from retail development is emerging in outer tier suburbs and Plano is challenged with maintaining its retail market share. The Tri-City Retail study, completed in 2003, explored this issue in-depth and identified challenges such as municipal planning practices which led to retail over-zoning; rapidly changing retail formats (nationally and regionally); and dramatic shifts in demographic characteristics, particularly age and ethnicity. Continued success of the City's retail sector will depend on its ability to address these issues appropriately.

Plano has four regional development corridors running through it or along its boundaries (S.H. 121, U.S. 75, the Bush Turnpike, and the Dallas North Tollway). These are generally comprised of the expressways themselves, two parallel arterial streets, and the land in between. Properties in these corridors tend to be highly visible, readily accessible, and suitable for many types of commercial uses. The resulting land areas are typically adequate to provide flexibility in the design and orientation of development and therefore a variety of uses are appropriate. However, the noise and traffic generated by major expressways are often not conducive to residential uses.

Two other major areas (Legacy and Research/Technology Crossroads) in northwest and southeast Plano combine with the four regional development corridors to comprise Plano's primary bases for economic development. A significant portion of Plano's undeveloped land also lies within these six areas. Because of this and the current demand for residential development, the city has fielded a number of requests to convert properties in these locations to residential use. It is important for the city to retain an adequate supply of undeveloped nonresidential land for future economic development opportunities. Therefore residential rezoning in these prime economic development bases is generally not recommended. Accommodating immediate

development opportunities is not an adequate reason alone for rezoning nonresidential properties for residential purposes.

Development Trends

Changes in business operations and marketing approaches often affect development and land use patterns. This is particularly evident in the retail industry where major grocery, appliance, computer, discount department, and home improvement chains are building stores in locations where they can attract business from regional or community-wide service areas. In the past, this type of store typically anchored a small- to medium-sized neighborhood shopping center. Smaller retail stores and shops in these same centers often depend on anchor stores to attract customers. As these stores move to more regionally accessible locations, the resulting vacant spaces can be hard to fill. Creative strategies for filling these vacant “big-box” stores will be important to continued success of smaller retail centers. In some cases, the lack of demand and market saturation may make it necessary to redevelop these properties for different uses that cannot be accommodated by the current building configuration.

Another development trend that warrants discussion is the concept of “new urbanism.” Proponents of new urbanism suggest that a return to more traditional forms of urban development could provide better living environments. Plano, like most suburbs, predominantly consists of a low-density, automobile-oriented development pattern. However, the successes of urban centers in Downtown Plano and the Legacy Town Center have demonstrated that new urbanist concepts can be successfully incorporated into the city.

The Urban Centers Study states that development of additional urban centers may be appropriate in a few additional locations in Plano. These compact, mixed use environments can not only increase the variety of land uses within the City, but can support additional mass transit service and reduce automobile traffic. However, this style of development should not be used merely as a means of gaining additional density and zoning flexibility. This Study defines the key characteristics and design elements of urban centers and the site attributes that should be used in finding suitable locations for this form of development. True urban centers should provide opportunities for residence, employment, shopping, and entertainment in a pedestrian oriented neighborhood environment. Such centers will typically require fifty acres or more to create a successful, balanced development.

The development community is increasingly interested in mixed-use developments. Plano currently has more retail uses that can be supported in the long-term and some existing retail centers are experiencing difficulties. In recent years, the City has received inquiries and some rezoning applications for mixed-use projects on properties that are currently zoned for nonresidential use. The inclusion of residential and nonresidential uses on the same site does not constitute mixed-use development. A typical in-line shopping center or big box store with parking in front and apartments in the rear connected by a street or driveway is more representative of two separate projects

sharing a common property line. The proposed apartments or other forms of residence should be more than just “filler” for the portion of the property that cannot be marketed for retail use. Instead, the vehicular and pedestrian circulation systems, parking configuration, building layout, and architectural design should all be integrated in a manner that creates a single development project.

In some cases, the subject sites may be appropriate for urban center development in accordance with the criteria established in the Urban Centers Study. In other cases, the size, location, and other factors may make such sites appropriate for a condensed mixed-use development that does not result in a fully functional neighborhood like an urban center. Mixed-use development outside the context of an urban center should occur only when there is reasonable evidence to indicate that development of the site for nonresidential uses would not add to current market saturation and the proposed uses are integrated into a cohesive development plan.

Plano is also becoming a major medical center within the Dallas/Fort Worth region. With three major hospitals and another under construction, medical services are becoming a major component of the City’s economy. This emerging trend will ensure that Plano’s residents have access to excellent health care and expand the City’s employment base.

Changing Technology

Technological advances have greatly impacted the design and development of cities over the decades. The most obvious example is the automobile, which has affected both the overall development of cities and the design of individual site plans and subdivision plats. Other technological advances have been more subtle.

Today, advances in telecommunications and information technology are reinventing the way we live, work, and play, making it possible for more Americans to work, shop, and even socialize at home. This in turn impacts the form of our cities and service needs. For example, the ability to telecommute allows residents to reduce trips to and from work and in turn, helps reduce traffic congestion and air pollution. These technological advances have facilitated an increased number of home-based businesses. Home-based businesses could greatly benefit the viability of Plano’s neighborhoods by increasing the “daytime population” and, in effect, helping deter crime. Plano should work to ensure that its codes and ordinances accommodate home-based businesses, without compromising the character and integrity of its neighborhoods. (The Technology Element of the Comprehensive Plan contains a more detailed description of this issue).

Objectives for Theme III – City in Transition

- **Objective C.1** Ensure continued vitality of existing residential neighborhoods throughout the City.
- **Objective C.2** Ensure that zoning and development regulations are consistent

with changing land use needs

- **Objective C.3** Ensure development standards and zoning are consistent with City-wide goals established in other policy documents, such as sustainability, workforce housing, economic development and urban centers.
- **Objective C.4** Encourage continued growth of Plano's economy by supporting appropriate infill and redevelopment initiatives.

Strategies for Theme III – City in Transition

- **Strategy C.1** Utilize the Neighborhood Planning Program and other initiatives to facilitate the stabilization of existing neighborhoods. Continue to evaluate and update the program as needed to ensure its success as a planning tool.
- **Strategy C.2** Consider the use of creative and alternative suburban land use concepts, including mixed-use development in appropriate infill and redevelopment areas of the city. Review requests to rezone properties for mixed-use development in accordance with the following:
 - Finding that the conversion of nonresidential property for residential or another nonresidential use would not adversely impact the planned land use pattern for the surrounding area.
 - A plan that provides for the integration of vehicular and pedestrian circulation systems, parking, building location, and architectural design into a cohesive development.
- **Strategy C.3** Regularly monitor and report on changing population and employment characteristics to determine if public and private services and facilities are consistent with needs and expectations of the community. Make adjustments to applicable ordinances, policies, and programs as needed to address these changes.
- **Strategy C.4** Where appropriate, support opportunities and efforts to develop and redevelop properties in ways that are consistent with established policy goals, such as enhancing the local economy, providing jobs to Plano residents, and improving the City's tax base.
- **Strategy C.5** Work with developers to ensure that infill and redevelopment occur in appropriate locations. In particular, the location and design of urban centers should be consistent with the guidelines established by the Urban Centers Study.
- **Strategy C.6** Regularly monitor zoning, development and building regulations to ensure that they do not inadvertently deter redevelopment or prevent business relocation or expansion.
- **Strategy C.7** Preserve land for future employment generating opportunities, particularly within major development corridors and business parks.
- **Strategy C.8** Continue to identify and consider initiatives for Plano's existing urban centers in terms of their impact on the viability of these locations for residential, employment, entertainment and cultural activities.
- **Strategy C.9** Develop and implement specific initiatives to encourage infill and redevelopment. These initiatives should seek to promote land use compatibility

and connectivity especially between residential and nonresidential uses.

- **Strategy C.10** Conduct periodic evaluations of the changing demographics, market trends, and regional influences and determine their potential impacts on infrastructure and facilities.
- **Strategy C.11** Monitor and evaluate growth in Plano's population and employment and changes in population characteristics to determine their impact on service and facility requirements.

2012 INTERIM AMENDMENT
REDEVELOPMENT AND UNDEVELOPED LAND POLICIES

Since 2007, the Planning & Zoning Commission and City Council have been asked to consider approval of requests to rezone land located within the city's expressway corridors and major employment areas to allow for additional residential development. City policies regarding undeveloped land in the Comprehensive Plan were written from 2004 to 2009 and encouraged preservation of land within the expressway corridors and major employment areas for economic development and employment opportunities. Since that time, numerous requests to rezone land for additional housing has challenged the relevance of the current policies and prompted a study starting in the fall of 2010 to determine if changes were necessary to the policies. The results of this study and discussions with the Council and the Commission produced six recommendations regarding undeveloped land and redevelopment. The recommendations with supporting explanations are found in the following text.

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.
3. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained, and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.
4. No new low-rise multifamily development less than five stories in height should be allowed south of Tennyson Parkway, along the Dallas North Tollway between Communications Parkway and Parkwood Boulevard. However, mid-rise multifamily development (5 to 12 stories) may be considered by specific use permit (SUP) in this corridor.
5. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

6. Establish two new zoning districts - an urban mixed-use district and neighborhood mixed-use district. An option to allow mid-rise residential buildings (5 to 12 stories) by specific use permit should be available in major corridors (State Highway 121, Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75) and in urban mixed-use districts where designated as appropriate in the Comprehensive Plan.

APPENDIX

Land Use Categories

The Land Use Element and Plan establish categories of land use for the city as well as the general pattern in which these will occur. Unlike the zoning map, it is not parcel specific. The map, together with the policies of the plan, is used to determine the appropriate zoning classifications for individual tracts of land.

Residential

Neighborhoods

The City seeks attractive, inclusive and cohesive residential neighborhoods with a mix of housing opportunities. Low-, medium-, and high-density residential uses are not individually designated. Specific proposals regarding housing are included in the Housing Element of the Comprehensive Plan.

Non-Neighborhood

With few large tracts left for residential development, many infill and redevelopment opportunities may not fit the traditional neighborhood context. Because of this, some residential development may occur in non-neighborhood settings such as in mixed-use developments and specialized housing complexes.

Service and Production

Downtown Business Government Center

Downtown Plano is becoming a 24-hour mixed-use community. Housing, shops, restaurants, cultural facilities, and government offices comprise the major uses. Infill and redevelopment projects should be compatible with the historic character of the area. Urban density and transit-oriented design is encouraged.

General Commercial

General Commercial areas are intended to provide a wide range of retail, service, office, light production, and research and development uses. Residential adjacency standards must be considered when general commercial areas are near residential areas.

Major Corridor Development

This designation applies to three areas that are served by major expressway facilities: the Dallas North Tollway Corridor, President George Bush Turnpike, and the State Highway 121 Corridor. Development in these corridors is expected to include a mix of commercial, office, and technical production uses. Floor area ratios (FAR) should range

from 0.4:1 to 1:1, and heights should be limited by proximity to residential areas. Residential development is generally not appropriate within these corridors, although residential development may be considered along the southern edge of the State Highway 121 corridor. This corridor is wider than the others, but residential uses should not be closer than 1200 feet south of the future center line of State Highway 121.

Freeway Commercial

The Freeway Commercial category is intended to define the unique character of the U.S. Highway 75 corridor. This corridor includes major retail development including Collin Creek Mall, along with general commercial, entertainment, lodging, and office uses. Basic components of the category include 1:1 floor area ratios and a 20-story maximum height limit. Lower FAR's and maximum heights are recommended for areas located within 500 feet of residential areas.

Major Commercial

Major commercial centers may include malls and large shopping centers anchored by department stores, along with specialty shops, restaurants, theaters, offices, and other uses. These centers serve both a local and regional population, and are located along regional thoroughfares. Major commercial centers usually contain 500,000 square feet plus of floor area on sites of 50 acres or more. Multi-story buildings with an overall FAR of up to 1:1 may be appropriate in conjunction with retail development.

Community Commercial

Community commercial centers generally serve a neighborhood area of three to five miles, and include department or discount stores, grocery stores, specialty shops and restaurants along with office uses. These centers are located on sites 15 to 35 acres in size along regional expressways or at intersections of major arterial streets. Typical FAR's are less than 0.4:1. Two or three corners may be developed at intersections designated as community commercial centers on the land use plan.

Neighborhood Commercial

Neighborhood commercial centers are intended to serve adjacent residential neighborhoods, and include grocery stores, drugstores and small retail and service uses. These centers serve a one to one and one-half mile radius and contain 100,000 to 150,000 square feet of floor area (at a rate of 30 square feet per resident of the service area). They require a site of 10 to 15 acres, and development intensity less than 0.3:1 FAR.

Neighborhood commercial centers are located at the intersections of major arterial streets. One or two corners may develop with commercial uses at intersections designated as a neighborhood commercial center on the Land Use Plan, based on the size and population of the service area.

The population of some areas of Plano will not support a typical neighborhood commercial center, and smaller neighborhood convenience centers may be appropriate for such areas. Neighborhood convenience centers contain a convenience store with gas pumps and small shops, with total retail space less than 25,000 square feet. Sites are less than five acres, yet they are larger than a single corner convenience store. Neighborhood commercial centers provide an option for partially developed retail corners where there is little chance of additional retail development, and the remainder property is being converted to another use.

Office

The office categories include a variety of employment uses, including office towers, medical centers, corporate campuses and small neighborhood offices. There are three categories of office development designated on the Land Use Plan - High Intensity Office, Medium Intensity Office and Low Intensity Office. High Intensity Office should include offices with FAR's up to 1:1 and building heights up to 12 stories. Medium Intensity Office areas should include development up to 0.75:1 FAR and eight story building heights. Low Intensity Office development serves local needs and heights are typically less than four stories with FAR's less than 0.4:1.

Light Industrial

The light industrial category includes a variety of industries such as research facilities, assembly or production operations, warehousing and associated administrative offices. Industrial development is limited to a 0.5:1 FAR and a maximum building height of four stories. Light industrial and associated development is appropriate in areas with access to the arterial street system and, where possible, access to the railroad system. Light industrial development is most appropriate in industrial parks or other suitable planned settings.

Research/Technology Center (RT)

The Research/Technology Center area provides for low-density office, research, and development facilities, and limited assembly operations. It is intended to attract high technology businesses similar to those currently in operation south of the President George Bush Turnpike. This area is intended to accommodate multiple users in a campus environment. Warehousing is planned to serve a supporting role in the RT area. Warehousing should generally be an accessory use to limited assembly operation and office/showroom facilities.

Public and Semi Public (PSP)

The public and semi-public category includes a wide range of public and private uses such as colleges and universities, public and private schools, golf courses, country clubs, and large private open spaces. Locations should be provided for institutional and public uses that are appropriate for the intensity and character of each.

Parks and Recreation (P)

The parks and recreation category includes major public open spaces as well as parks and recreation facilities serving the community. Included are floodplain areas to be preserved such as major parks, linear parks, athletic complexes and City-owned golf courses.

Special Areas

There are several major transportation and land use corridors throughout the City. The four primary corridors are: U.S. 75, Plano Parkway/President George Bush Turnpike, Dallas North Tollway and State Highway 121. Spring Creek Parkway and Preston Road serve as secondary corridors. Legacy and Spring Creekwalk are two other unique land use areas in Plano. Highly visible, these corridors serve as activity centers within the City.