

# CITY COUNCIL

1520 AVENUE K



DATE: 6/22/2015  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Reverend Alice Coder  
First United Methodist Church Plano  
PLEDGE OF ALLEGIANCE: Boy Scout Troop 288

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: The City of Plano Sustainability &amp; Environmental Education Division has received 4 STAR certification and 3 awards from Keep Texas Beautiful.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Planning and Zoning Commission</u></b></p> <p>John Muns</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) June 8, 2015 June 10, 2015</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2015-280-B for the Legacy Sidewalk Enhancements Project to A&amp;M Construction and Utilities, Inc. in the amount of \$169,466; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) CSP No. 2015-273-B for the DART 15th Street Signal House Relocation – Project No. 6501, to Urban Construction Co. in the amount of \$947,670; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2015-259-B for the Painting of Concrete Screening Walls-Phase II Project No. 6580 to Tarrant Paint and Stain, LLC in the amount of \$155,741; and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2015-278-P for the Concrete Sidewalk Requirements Contract II, with two (2) City optional renewals, Project No. 6537 for Public Works to Ti-Zack Concrete, Inc. in the amount of \$692,050; and authorizing the City Manager to execute all necessary documents.</p> <p>(f) Bid No. 2015-276-B for the Amphitheater Stage Canopy Structure to Production and Rigging Resources, Inc. in the amount of \$274,893; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) Bid No. 2015-109-B for Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$64,289; and authorizing the City Manager to execute all necessary documents.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(h) To approve the purchase of one (1) Bobcat T770 Compact Track Loader for Fleet Services to be utilized by the Parks Department in the amount of \$52,702 from Bobcat Co. through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To approve the purchase of one (1) Caterpillar 980M Wheel Loader for Fleet Services to be utilized by Environmental Waste Services (EWS) in the amount of \$515,000 from Holt Caterpillar through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)	
(j)	To approve the purchase of traffic signal installation for Public Works in the estimated annual amount of \$662,861 from Mel's Electric, L.P. through an existing contract with the City of Garland; and authorizing the City Manager to execute all necessary documents. (City of Garland Contract No. 4488-14)	
	<b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>	
(k)	To approve a Professional Services Agreement by and between the City of Plano and TEAM Consultants, Inc. in the amount of \$53,703 for Windhaven Parkway project; and authorizing the City Manager to execute all necessary documents.	
	<b>Approval of Change Order</b>	
(l)	To J.R. Stelzer Company for the Jupiter and Coit Elevated Tanks Project, increasing the contract by \$155,500, Change Order No. 1, original Bid No. 2014-330-B; and authorizing the City Manager to execute all necessary documents.	
	<b>Approval of Expenditure</b>	
(m)	To ratify an expenditure in the amount of \$67,759 and approve an additional expenditure in the amount of \$22,241 for a total estimated expenditure of \$90,000 for the purchase of storm water hauling for the Public Works Department from L.H. Chaney Materials, Inc.; and authorizing the City Manager to execute all necessary documents.	
(n)	To correct an administrative error to increase an existing contract by an additional amount of \$350,000 for a contingency allowance; and authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.	
	<b><u>Adoption of Resolutions</u></b>	
(o)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager; and providing an effective date.	
(p)	To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano, to locate, place, attach, install, operate, and maintain a communications system consisting of PVC conduit equipped with copper and fiber cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(q) 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 limit for motor vehicles operating on Marsh Lane 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.</p> <p>(r) To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date.</p> <p>(s) To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Parker, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date.</p> <p>(t) To adopt and enact Supplement Number 111 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p> <p>(u) To amend certain sections of Ordinance No. 2014-10-20 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to add late fees for laptop computers and mobile devices and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices; and providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2015 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.	
(2)	Public Hearing and consideration of an Ordinance to repeal Section II of Ordinance No. 2008-10-22 and adopt a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business; and providing a repealer clause, a severability clause, a savings clause and an effective date.	
(3)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.6± acres of land located on the east and west sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: FM 544/Park Vista Ltd	
(4)	Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-11 – Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley)	
(5)	<p>Consideration of an Appeal of the Planning &amp; Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-Showroom/Warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley)</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/22/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The City of Plano Sustainability & Environmental Education Division has received 4 STAR certification and 3 awards from Keep Texas Beautiful.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
June 8, 2015**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, June 8, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:46 p.m. in the Senator Florence Shapiro Council Chambers.

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

- a) Personnel Appointment  
Planning and Zoning Commission Member – Interim Member

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to appoint John Muns as Interim Member.

## **Consideration of 2016 City Council Meeting Dates**

City Manager Glasscock spoke to the need to change two Council Meeting dates in 2016 due to scheduling conflicts. He stated with Council concurrence, the June 27, 2016 meeting will be moved to June 28, 2016 and the December 26, 2016 meeting will be moved to December 20, 2016. The Council expressed concurrence.

## **DART Report**

DART Board of Directors Member Faye Wilkins provided an update on DART services and various projects. She stated overall ridership is down 4.5% in comparison to the same quarter in 2014 with bus ridership down 7 % and light rail ridership down 2.5%. Ms. Wilkins spoke to the relocation of the signal equipment on 15<sup>th</sup> street, noting the project is a partnership between DART and the City of Plano, to alleviate limited access and should be complete in November, 2015. She advised DART is looking at Bus/Rapid Transit systems for the Cotton Belt and continues to work on the project. Ms. Wilkins reported DART subsidizes the Plano Senior Rides \$50,000 per year in taxi vouchers and that participants can purchase \$100 of vouchers for \$25. She stated Yellow Taxi is the service provider and DART will be converting from a paper voucher system to a debit card system in October 2015. In response to Council, Ms. Wilkins advised the decrease in ridership may be due to decrease in gas prices.

## **Flood Damage Report**

Park Services Manager Fox provided information on the impact of the rain to the park system, especially on the east side of town. He stated at Pecan Hollow Golf Course, damage to the sand traps is estimated at \$50,000 and that irrigation water will be used to flush the silt. Mr. Fox reported although the rain has impacted services, the City, overall, sustained limited damage due to good planning and floodplain management, stringent regulations, parks designed with floodplains in mind, and the floodplains functioning as intended. He spoke to the pier damage at Oak Point Park & Nature Preserve and loss at parks included site amenities missing, playground mulch, signage, erosion accelerated, and minor tree issues, but no major structural damage at any of the facilities. Mayor Pro Tem Smith inquired about if there was a mosquito issue. Mr. Fox stated he is working with the Health Department to alleviate any issues. He advised the service impact included a loss of 3,173 games, 395 practices cancelled, only 13 of 33 tournaments played, and some special events were cancelled or delayed, all due to the rain.

Mr. Fox spoke to the median maintenance delays taking several cycles to get back on track and that large equipment will damage soft surfaces if used too soon. He stated 150 service requests have been received in the last 6 weeks, and that cleaning should be complete in 2 weeks, with amenity replacement, addressing erosion issues, and mowing taking several months to return to normal. Mr. Fox advised the estimated damage cost was approximately \$60,000, and 1,110 labor hours with a cost of \$35,000, including lost time on normal activities. He added mitigating hazards was a top priority. City Manager Glasscock spoke to citizen impact, citizen expectations, and recovery time to return the parks and medians to optimal conditions.

## **Parks and Recreation Departmental Report**

Director of Parks and Recreation Fortenberry provided the department's mission statement, National recognitions, a brief history of the park system, and stated it is a balancing act to ensure quality amenities. She spoke to communication with citizens to provide information about the amenities and programs and the benefits of parks and recreation to the City. Ms. Fortenberry reported CIP Projects that had been delayed and are now moving forward include: Oak Point Recreation Center improvements to the fitness room and locker rooms; Carpenter Park Natatorium which is geared toward senior exercise and leisure activities; Windhaven Meadow Park, a passive use park, improvements include playgrounds, trail, and pavilion; McCall Plaza improvements to the performance venue for small and large events with a completion date of October, 2015 and additional amenities for the plaza were included in a budget decision package; and at Jack Carter Park, the Master Plan is completed, the redesign of the current pool location includes a fully accessible playground and picnic area, and the new pool and amenities are in the construction document phase. In response to Council, Ms. Fortenberry stated during the rain event, the water reached the deck, fenced area, and the pool edge, but did not flow into the pool.

Ms. Fortenberry advised future projects include Senior Recreation Center renovation, athletic sites and sport field renovations, Liberty Recreation Center renovation, Moore Park improvements, and a dog park at Bob Woodruff on the east side of Plano. She spoke to membership offsetting a portion of the recreation center operation costs and provided information on upcoming events.

## **Emergency Management Departmental Report**

Director of Emergency Management Little stated the Emergency Management Plan equates to insurance, the plan is important to have in place in case it needs to be utilized. She stated Emergency Management has four phases, Mitigation, Preparedness, Response, and Recovery.

Ms. Little reported the City's Mitigation phase includes a Hazard mitigation action plan and a grant program for Tornado Safe Rooms with the North Central Texas Council of Governments. She advised the Preparedness phase includes the Comprehensive Emergency Management Plan, Disaster Debris Management Plan, Continuity of Operation Plan, Special Events Planning, administration of homeland security grants of \$3.5 million, and Community Outreach program with a social media presence, Community Response program and Boy Scout program. Ms. Little spoke to the Response phase including the Emergency Operation Center, severe weather monitoring and sounding of sirens, sheltering by partnering with faith based community, and evacuations. She stated the Recovery phase includes a Disaster Debris Management program, Restoration and Rebuilding program, and a liaison to State and Federal Partners.

### **Emergency Management Departmental Report (Cont'd.)**

Ms. Little spoke to current priority projects of updating the Comprehensive Emergency Management Plan, implementing a Hazard Mitigation Action Plan, a “Departmental Road Show” to highlight the interconnectedness between departments and responsibilities during disaster, a Debris Management Plan, and training and exercises. She added future efforts include private sector partnerships, leveraging technology in emergency management, Emergency Management Accreditation, and a continued Community Outreach Plan. In response to Council, Ms. Little advised Fire Station One is the back-up location for the Emergency Operations Center. Council Member Downs stated he would like to participate in training exercises.

### **Research/Technology District Briefing**

Director of Planning Day provided a brief history of the Research/Technology District stating the district was developed sixteen years ago to complement the technology district in Richardson and to attract high technology private sector jobs and that the original 1,163 acre area has been amended four times to make modification to the district. She detailed the specific design criteria for the district includes limit and screen loading areas, increased landscaping requirements, monument signs, eliminate outside storage, reduce the amount of floor space for retail sales and restaurants, vesting rights, limited office-showroom/warehouse square footage, and warehouse/distribution as an accessory usage.

Ms. Day spoke to the district’s boundary changes and current district boundaries. She stated 20% of the original district land has been removed, 74 % of the land has been developed and 26% of the land is undeveloped based on current district boundaries. Ms. Day provided information on the districts vacant land trends, employment estimates and number of employees, the increase of 2.9 million square feet of building area, vacancy rate, and rental. She provided an overview of active projects in the area. Ms. Day stated the CityLine development in Richardson will have a positive impact on the district.

City Manager Glasscock stated from an economic development standpoint the district challenges are a lack of amenities (i.e. restaurants and services) and parking limitations, due to lack of available space and zoning requirements. He advised CityLine will be a plus and provide needed amenities.

The Council discussed the district. Mayor LaRosiliere discussed the number of high tech jobs and if the district was successful fulfilling that goal and expressed concern regarding the restrictions. Council Member Grady spoke to the change in technology businesses since the recession. Council Member Downs would like to see the impact of the CityLine development to the area before changes are made to regulations.

### **Consent and Regular Agendas**

No items were discussed.

**Council Items for Future Discussion**

No items were discussed.

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

---

**Harry LaRosiliere, MAYOR**

ATTEST:

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
June 8, 2015**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 8, 2015, at 7:10 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Executive Pastor Terry Bolds of Northeast Bible Church led the invocation and the Plano Chapter of The Sons of the American Revolution led the Pledge of Allegiance and Texas Pledge.

The Sons of the American Revolution presented Public Service Awards and honored several City of Plano First Responders.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

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

**Approval of Minutes**

May 26, 2015  
(Consent Agenda Item "A")

## **Approval of Expenditures**

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

**Bid No. 2015-263-B** for the Screening Wall Reconstruction – Fire Station No. 12 Project to HQS Construction, LLC in the amount of \$199,362; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2015-248-B** for the Bridge Repairs Phase 2 project to Urban Construction Group in the amount of \$1,342,638; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2015-264-P** for the Residential Concrete Pavement Maintenance Requirements Contract, with two (2) City optional renewals, Project No. 6561 to Jerusalem Corporation in the amount of \$1,579,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2015-245-B** for Russell Creek Park Site Renovations and Improvements, Project Nos. 6354 and 6452, to RoeschCo Construction, Inc. in the amount of \$3,112,510; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

### **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 R-Delta Engineers, Inc., in the amount of \$138,840 for Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane Paving Improvements project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

### **Approval of Contract Modification**

To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Parker, Texas to add three (3) talkgroups; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

### **Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$354,673 for the Arterial Concrete Pavement Rehab Alma Road-Parker Road to Hedgcoxe Road, Project No. 6291, Change Order No. 1, Bid No. 2013-207-B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To James Douglas Weldon, Jr., D/B/A Weldon's Lawn and Tree, increasing the annual contract by \$4,560 for Public Building Landscape Group 3, Change Order No. 2, Original Bid No. 2012-40-C; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To Ark Contracting Services, LLC, for the Erosion Control at Valley Creek & Stone Creek Project, increasing the contract by \$80,504, Change Order No. 1, Original Bid No. 2015-113-B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

### **Adoption of Resolutions**

**Resolution No. 2015-6-1(R):** To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City’s matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that the Preston Ridge Trail Connection, Plano to Dallas has been dedicated for public park and recreational uses; and providing an effective date. (Consent Agenda Item “K”)

### **END OF CONSENT**

**Public Hearing and consideration of an Ordinance** as requested in Zoning Case 2015-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 661 so as to allow the additional use of Independent Living Facility on 5.0± acres of land located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: University of Texas System (Regular Item “1”)

Director of Planning Day stated the applicant has requested the zoning case be withdrawn.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Grady, the Council voted 8-0, to accept the withdrawal of Zoning Case No. 2015-05.

**Public Hearing and adoption of Ordinance No. 2015-6-2** as requested in Zoning Case 2015-13 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Charles Rice (Regular Item “2”)

Director of Planning Day spoke to the request providing information regarding the property location, current use, adjoining property uses, and support letters of area property owners. She stated Staff and the Planning and Zoning Commission recommend approval as requested.

**Public Hearing and adoption of Ordinance No. 2015-6-2(Cont'd.)**

Charles Rice, the applicant spoke to the request and asked for the Council's support. Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1; and further to adopt Ordinance No. 2015-6-2.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:40 p.m.

---

**Harry LaRosiliere, Mayor**

ATTEST

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL RETREAT**  
**June 10, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem – arrived at 6:05 p.m.  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Victoria Huynh, Assistant City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the City Council Retreat on Wednesday, June 10, 2015, at 3:31 p.m., in Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**Discussion and Direction regarding Council Governance, Roles and Responsibilities and may include Discussion of Fiscal Year 2015-2016 Budget, City of Plano Vision, Mission, Strategic Plan and Goals.**

Mayor LaRosiliere made a brief opening statement and introduced Ron Holifield from Strategic Government Resources. Mr. Holifield discussed governance and Systems Theory principles and how they apply to governance. He spoke to effective leadership and how love of community or love of power defines the role as governance or political. Mr. Holifield advised the Council that once elected, they surrendered individuality for the collective body and when they speak it can be construed as speaking for the entire Council. He discussed the characteristics of High-Performing Boards and the quality of governance and the function as a team has more impact than tax rate in economic development recruitment. Mr. Holifield stated effective governance is: more efficient; eliminates uncertainty; held to higher standards; responsible for its own actions; disagrees without being disagreeable; and enhances the quality of decisions. He encouraged the Council to look at a twenty-year time horizon during decision making and to be a good visionary, not a politician.

The Council took a brief recess at 4:20 p.m. and resumed discussions at 4:25 p.m.

Mr. Holifield spoke to the impact of social media on governance and how little of the information in social media outlets is thoughtful or complete. He advised the Council to know the difference between a statement containing some true facts and the truth. Mr. Holifield discussed that people with an agenda or are upset about an issue attend Council meetings and the importance of listening to the entire community not just those with the loudest voices. He stated the Council must ensure the integrity of the process, consider all citizens and the future of Plano.

Mr. Holifield spoke to challenges common to all boards. He provided information regarding governance challenges as identified by Board Chairs and as identified by CEO's.

**Top Ten Governance Challenges Identified by Board Chairs**

- Engaging board in its quality oversight responsibilities
- Effective use of good people
- Finding effective staff leaders
- Conflict in points of view among board, stakeholders and management
- Loss of control to external forces
- Planning in a rapidly changing environment
- Concern over service delivery costs
- Maintaining board commitment, education and efficiency
- Board understanding of complex issues, especially financial ones
- Staff relations and communication

**Top Ten Governance Challenges Identified by CEO's**

- Board members don't know who they represent
- Board reluctant to handle quality issues
- Board confused about roles
- Board too involved in details
- Need for better Board recruitment and lowered turnover
- Board confusion over loyalty to community or organization
- Lack of Board member time to prepare and work at governance
- Continuous Need for Board Education
- Boards don't understand economic and budget issues
- Complexity of issues facing Boards – need more big thinkers

He stated the Council must focus the integrity of the process, the whole citizenship, and future citizens and city.

The Council took a brief recess at 5:09 p.m. and resumed discussions at 5:20 p.m.

The Council read and reviewed a Lewis McLain article “Looking for the Good”.

Mr. Holifield spoke to the characteristics of good boards and what they do differently.

**Personal Characteristics of a Board Which Governs Effectively**

- Doesn't seek self-worth via put downs
- Doesn't judge motives prematurely
- Respects and communicates with each other and with staff, as well as with key constituencies
- Develops loyalty to the Council/Manager team as a cohesive group
- Doesn't play “gotcha” with each other or with staff

**Organizational Characteristics of a Board Which Governs Effectively**

- Takes a broad view of complex issues – doesn't seek perfection
- Helps keep the organization focused on it's mission, vision and core values
- Emphasizes strategic planning and priority setting as a foundation for decision making
- Constantly encourages board members education and self-evaluation
- Holds staff accountable
- Willing to lead despite opposition, but with a good evaluation of the cost of decisions

He spoke to the challenges of CAVE (Citizens Against Virtually Everything) Men and Articulate Incompetents, groups that will encourage to place a greater emphasis on problems than on solutions; agree on decisions as a group, that individually you know are dumb; and abandon all beliefs, principles, values and policies in search of something no one believes in, but to which no one objects; avoiding the very issues that have to be solved, merely because you cannot get agreement on the path ahead. Mr. Holifield stated when dealing with these groups, remember those who destroy will always outnumber those who build because building is so much more difficult; it is easier to be critical than correct; fear of criticism often assures failure; and particularly defend against the most dangerous person in the community, the articulate incompetent.

Mr. Holifield discussed effective governance practices allow boards to reach decisions with a broad consensus, and within an environment of teamwork and mutual respect, and which creates within the group a broad-based sense of ownership in the process, and ultimately in the decision. He stated effective governance requires a philosophy, knowing what you want to accomplish and why and policies, knowing what you want to accomplish and how.

Mr. Holifield added effective governance also requires healthy deliberation, setting expectations, earned trust, understanding, accountability, forgiveness, excellent communication, thoughtful deliberation, and sincere humility. He spoke to the Council's roles and responsibilities of formulating the organization's mission, vision and goals; ensuring the financial health of the organization; promoting efficient and effective management and systems; ensuring quality of services; and monitoring board and organizational effectiveness in advancing the mission and in making the vision a reality.

Mr. Holifield discussed the roles and responsibilities of the Council:

**Role 1 – External Communicators**

- Establish a vital link to the community as a whole
- Reassure and educate those who think the City is moving too fast or too far or too slow or not far enough
- Act as Ambassadors on behalf of the City to all stakeholders
- Set an example by your own personal demeanor regarding how decisions are made with positive and appropriate behaviors
- Explain unpopular decisions to critics
- Protect the integrity of the process more than the integrity of your position

**Role 2 – Internal Communicators**

- Provide “reality checks” to staff
- Provide insight into the attitudes, feelings and concerns expressed by the community and stakeholders
- Effectively “listen” to what the community is saying in words AND deeds
- Act as a “compass” for staff

**Role 3 – Fiduciary Overseers**

- Monitor all relevant trends, not just current cash flow
- Understand what is important in a financial statement
- Ensure compliance with regulatory rules
- Ensure all resources are properly accounted for and reported on
- Ensure all expenditures are for the purposes intended
- Ensure that resources are properly invested and/or managed
- Ensure that systems are in place which build trust in the community and among all stakeholders

**Role 4 – Policy Developer**

- Ensure that appropriate and effective policies are in place governing all aspects of the operation of the City
- Internalize your mission statement and vision
- Challenge everyone’s assumptions
- Don’t be afraid to ask questions
- Ensure the pursuit of the mission, not preservation of the status quo

**Role 5 – Information Systems Overseer**

- Understand the significance of good data
- Understand how to use good data
- Make your decision making evidence based
- Integrate your information system into everything you do
- Remember that information is power

**Role 6 – Priority Enforcer**

- Do things right AND
- Do the right things
- You can't do the wrong thing well enough to make it the right thing to do
- Ensure resources are effectively utilized

**Role 7 – Strategic Visionary**

- Identifying your core mission or purpose
- Articulating your core values
- Deciding what you want to become
- Defining what you want to achieve
- Understanding where you are
- Determining how to get where you're going
- Deciding the price you are willing to pay to get there

The Council took a brief recess at 6:37 p.m. and resumed discussions at 6:46 p.m.

Mr. Holifield had the Council read and review the existing governance policy. He suggested Council adopt the revised Governance Guide as a body. The Council suggested the following changes (additions are in *Italics*, deletions are in ~~strikethrough~~):

Page 4 – 1. Focus on and use *Mission*, Vision, Goals and Priority

Page 5 – 7. Monitor Performance

- Obtain regular progress updates/status reports
- Meet ~~quarterly~~ *annually* to review and refine direction
- Evaluate the outcome and actions, and make modifications
- Take responsibility for the actions and be accountable for the results

Page 5 – 9. Act as a Board of Directors

- Know your community – ~~view it as the “marketplace”~~
- Focus on providing policy direction
- Delegate clear responsibility to the city manager as the CEO
- Avoid micromanaging and the daily operations

Page 5 – 11. Align the City Organization

- Appoint individuals to Boards and Commissions who share Council's passion for the city and vision for the future
- Define the core values to guide “how the city should operate and be managed”
- ~~Employ~~ *Appoint* “the” ~~right~~ city manager for your city
- Hold others accountable for their behaviors, actions and results

Page 5 – 12. Share Success and Celebrate

- Communicate “Our City Success” in terms that the average citizen understands
- Use celebrations that create positive memories; that celebrate the value the city has added to people’s lives
- Recognize others who have contributed to the city’s success
- Remember people want to be associated with “~~winner~~” *success*

Page 6 – THINK ABOUT . . .

- Is it consistent with OUR *MISSION* and VISION?
- Does it contribute to achieving OUR GOAL?
- Is it a RESPONSIBILITY OF THE CITY?
- Does it ADD VALUE TO CITIZEN’S LIVES?
- Is it BEST FOR OUR CITY?

Page 9 – **Protocol 3: Citizen Service Request**

A. First Contact

Advise City Manager of *the* Request  
Council Member Notified of City’s Action  
Inform Citizen the Request has been forwarded  
Information on the Response Goes to All Council

Page 10 – **Protocol 8: Emails**

- If you Respond, ~~Copy other Council Members~~ *Advise City Manager*
- If Directed to Mayor & Council, the Mayor will Respond “on behalf of” Mayor & Council
- Each Individual has their Choice on:
  - Whether or Not to Respond
  - Method of the Response

Page 13 – Council Liaison to Boards and Commissions

1. ~~Attend First Meeting~~ *Maintain Communications with Chair & Staff Liaison*
2. Know the Purpose of the Board/Commission
3. Communicate the role of the Board to its members
4. Review Agenda and Reports
5. Serve as a Trouble-Shooter
6. Interface between Commission and Council
7. Identify Policy Changes
8. ~~Attend Meetings Periodically~~
9. ~~Maintain Communications with Chair~~

In closing, Mr. Holifield encouraged the Council to focus on four points:

1. Protect integrity
2. Focus on the next generation, not the next election
3. Focus on 280,000
4. Consistently think about building trust

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:59 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST

---

Lisa C. Henderson, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/22/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6492
<b>CAPTION</b>				
Bid No. 2015-280-B for the Legacy Sidewalk Enhancements Project to A&M Construction and Utilities, Inc., in the amount of \$169,466 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	300,000	0	<b>300,000</b>
Encumbered/Expended Amount	0	-72,500	0	<b>-72,500</b>
This Item	0	-169,466	0	<b>-169,466</b>
BALANCE	0	58,034	0	<b>58,034</b>
<b>FUND(S):    STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Street Improvements CIP. Construction of sidewalk enhancements along Legacy Drive, in the amount of \$169,466, will leave a current year balance of \$58,034.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructing sidewalk enhancements in the Shops at Legacy area relates to the City's goal of Exciting Urban Centers – Destination for Residents &amp; Guests.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid of A&amp;M Construction and Utilities, Inc., in the amount of \$169,466.00, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.</p> <p>The second low bid was from Jim Bowman Construction Co., in the amount of \$299,385.00</p> <p>The engineer's estimate was \$190,000.</p> <p>The purpose of this project is to construct a 10 foot wide brick sidewalk on the north side of Legacy Drive, from the North bound service road of the Dallas North Tollroad to Lone Star Drive.</p>				
List of Supporting Documents: Location Map, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	

DALLAS-PKWAY-SB

DALLAS-PKWAY-NB

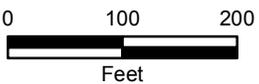
LONE STAR DR

DALLAS-NORTH-TOLLWAY-SB

DALLAS-NORTH-TOLLWAY-NB

LEGACY-DR

**PROJECT  
LOCATION**



# Legacy Sidewalk Enhancements Project No. 6492

City of Plano GIS Division  
June, 2015

**Project Location**



# CITY OF PLANO

**Bid No. 2015-280-B**

**Legacy Sidewalk Enhancements – Project No. 6492**

## **Bid Recap**

---

---

**Bid opening Date/Time:** May 22, 2015 @ 10:30 AM

**Number of Vendors Notified:** 3,107

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 2

**Vendor Name**

A & M Construction and Utilities, Inc.

Jim Bowman Construction Co., L.P.

**Total Base Bid**

\$169,466.00

\$299,385.00

**Recommended Vendor(s):**

A & M Construction and Utilities, Inc.

\$169,466.00

*Corey Isaacs*

Corey Isaacs, Buyer II

May 27, 2015

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/22/15			
Department:		Engineering			
Department Head:		Jack Carr, PE			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6501	
<b>CAPTION</b>					
CSP No. 2015-273-B for relocating the DART 15 <sup>th</sup> Street Signal House Relocation – Project No. 6501, to Urban Construction Co., in the amount of \$947,670, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	745,000	0	<b>745,000</b>
Encumbered/Expended Amount		0	-65,679	0	<b>-65,679</b>
This Item		0	-947,670	0	<b>-947,670</b>
BALANCE		<b>0</b>	<b>-268,349</b>	<b>0</b>	<b>-268,349</b>
<b>FUND(S): DART LOCAL ASSISTANCE PROGRAM CIP</b>					
<p><b>COMMENTS:</b> . Funding is partially available for this item in the FY 2014-15 DART Local Assistance Program CIP, with further funding provided by DART and Southern Land Corporation for this project. Relocation of the DART Signal Cabinet to Haggard Park, in the amount of \$947,670, will exceed the budget for this project by \$268,349. Southern Land will reimburse the City \$17,000 for the project, while DART will reimburse the City half of the remaining total project expenses upon completion of the project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Relocating the DART Light Rail control cabinet to Haggard Park from its current location relates the City's goal of Exciting Urban Centers – Destination for Residents and Guests.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid from Urban Construction Co. in the amount of \$947,670.00, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
There was no second proposer.					
Relocate the existing DART train control cabinet into the Haggard Park area. The project supports the mixed use development under construction adjacent to the track crossing by relocating the control cabinet to an area that is not directly viewable to apartment dwellers.					
<a href="https://maps.google.com/maps?output=classic&amp;dg=brw">https://maps.google.com/maps?output=classic&amp;dg=brw</a>					
List of Supporting Documents: Location Map, CSP Recap, Memorandum			Other Departments, Boards, Commissions or Agencies N/A		



# Memorandum

**TO:** Bruce Glasscock, City Manager  
**THRU:** Frank Turner, Deputy City Manager  
**FROM:** Jack Carr, P.E., Director of Engineering  
**DATE:** June 8, 2015  
**SUBJECT:** Relocation of 15<sup>th</sup> Street DART Signal House

---

## **ITEM SUMMARY:**

- This agenda item is the consideration of the Competitive Sealed Proposal (CSP) of Urban Construction Company, in the amount of \$947,670, for the relocation of a DART central instrumentation house (CIH).
- Funding for the project will be provided as follows:
  - According to a separate agreement, Southern Land Corporation will be responsible for \$17,000 of the project cost.
  - DART and the City of Plano have entered into an agreement to each provide an equal share of the remaining construction costs, engineering, traffic control, testing, etc.).
  - Local Assistance Program (LAP) funds DART (provided to member cities for transportation-related projects), are available to cover the City's share of the cost of this project. Upon completion of the project, DART will reimburse the full amount of the project (less the \$17,000 paid by Southern Land).

## **BACKGROUND INFORMATION:**

- The CIH is the enclosure for the DART signal equipment, necessary to operate the warning systems associated with the DART light rail.
- The CIH is located adjacent to the path of a walkway between 15<sup>th</sup> Street and 14<sup>th</sup> Street, along the west side of the DART light rail being constructed by Southern Land Corporation as a part of their mixed use project.
- The CIH is a large and intrusive structure and should be relocated out of this area. A new site in the southeast corner of the Haggard Park parking lot has been identified as the best location for the CIH. The loss of affected parking spaces will not affect park use; additional parking is being planned on Avenue H on the west side of the park and accessible spaces will be designated nearby to replace the affected spaces.

## Schedule

- While the CIH is being moved to its new location, the rail signal equipment will be disconnected, during which vehicular traffic crossing the tracks at 14<sup>th</sup> Street, 15<sup>th</sup> Street, and 18<sup>th</sup> Street will be controlled by flaggers, during the period when trains continue to operate.

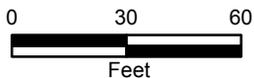
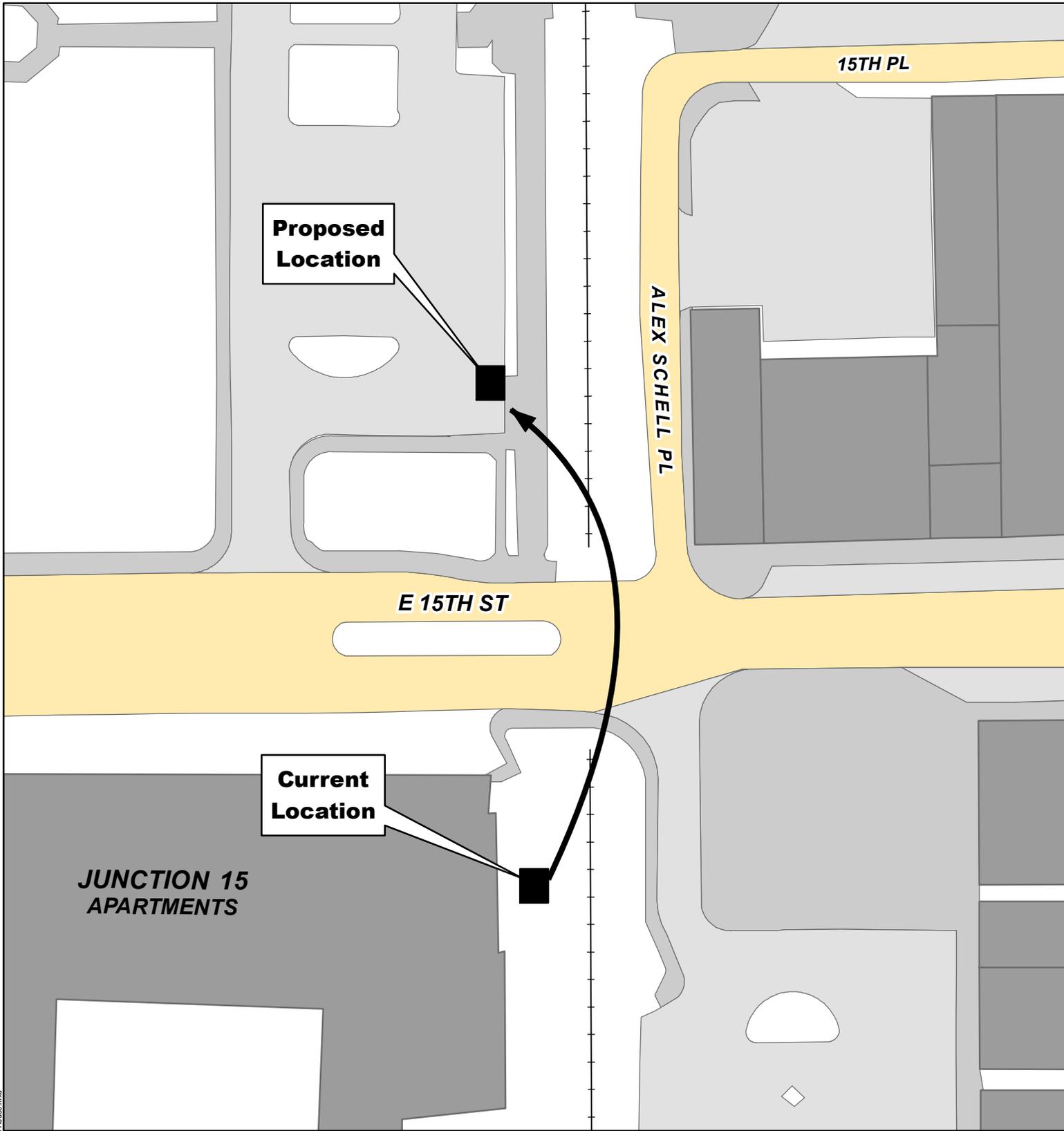
- There will be a period when workers will be too close to the tracks, during which the trains will not be allowed to operate. During this phase, busses will be used to transport passengers between the affected platforms.
- During weekends and holidays, ridership is reduced; therefore, the Labor Day weekend has been selected as the best timeframe to move the equipment. The CIH will be moved, beginning at 1:00 a.m. on Saturday and will return to service before 3:00 a.m. on Monday.
- During this period, the contractor will disconnect the controller and place it on the new foundation, the cables will be reconnected and critical systems will be tested. After the critical warning systems are restored, the bus bridge / flagging will no longer be necessary.

**RECOMMENDATION:**

- An alternative delivery method, called Competitive Sealed Proposal (CSP), was used for this project. With this delivery method, contractors submit proposals which are then scored and ranked by the selection committee. The scoring is based on the following weighted criteria, included in the bidding documents:

Proposal cost	40%
Project approach	30%
Project schedule	10%
<u>Past performance</u>	<u>20%</u>
TOTAL	100%

- A single proposal was received for this project and it has been reviewed to confirm it complies with the requirements for this project.
- The committee recommends the award to Urban Construction Company, in the amount of \$947,670, with a completion date of September 23, 2015.



City of Plano GIS Division  
June, 2015

## 15th Street Signal House Relocation Project No. 6501

**Project Location**



# CITY OF PLANO

**BID NO. 2015-273-B  
CSP FOR 15<sup>TH</sup> STREET SIGNAL HOUSE RELOCATION  
PROJECT NO. 6501 CIP NO. 84199  
CSP RECAP**

---

---

<b><u>Bid Opening Date/Time:</u></b>	May 19, 2015 @ 10:00 AM	
<b><u>Number of Vendors Notified:</u></b>	8945	
<b><u>Vendors Submitting "No Bids":</u></b>	0	
<b><u>Number of Non-Responsive Bids:</u></b>	0	
<b><u>Number of Responsive Bids Submitted:</u></b>	1	
	Original Bid	Best and Final
Urban Construction Group	\$1,013,200	\$947,670
<b><u>Recommended Vendor:</u></b>		
Urban Construction Group	\$947,670	

*Michael Parrish*

June 5, 2015

---

Michael Parrish, Senior Buyer

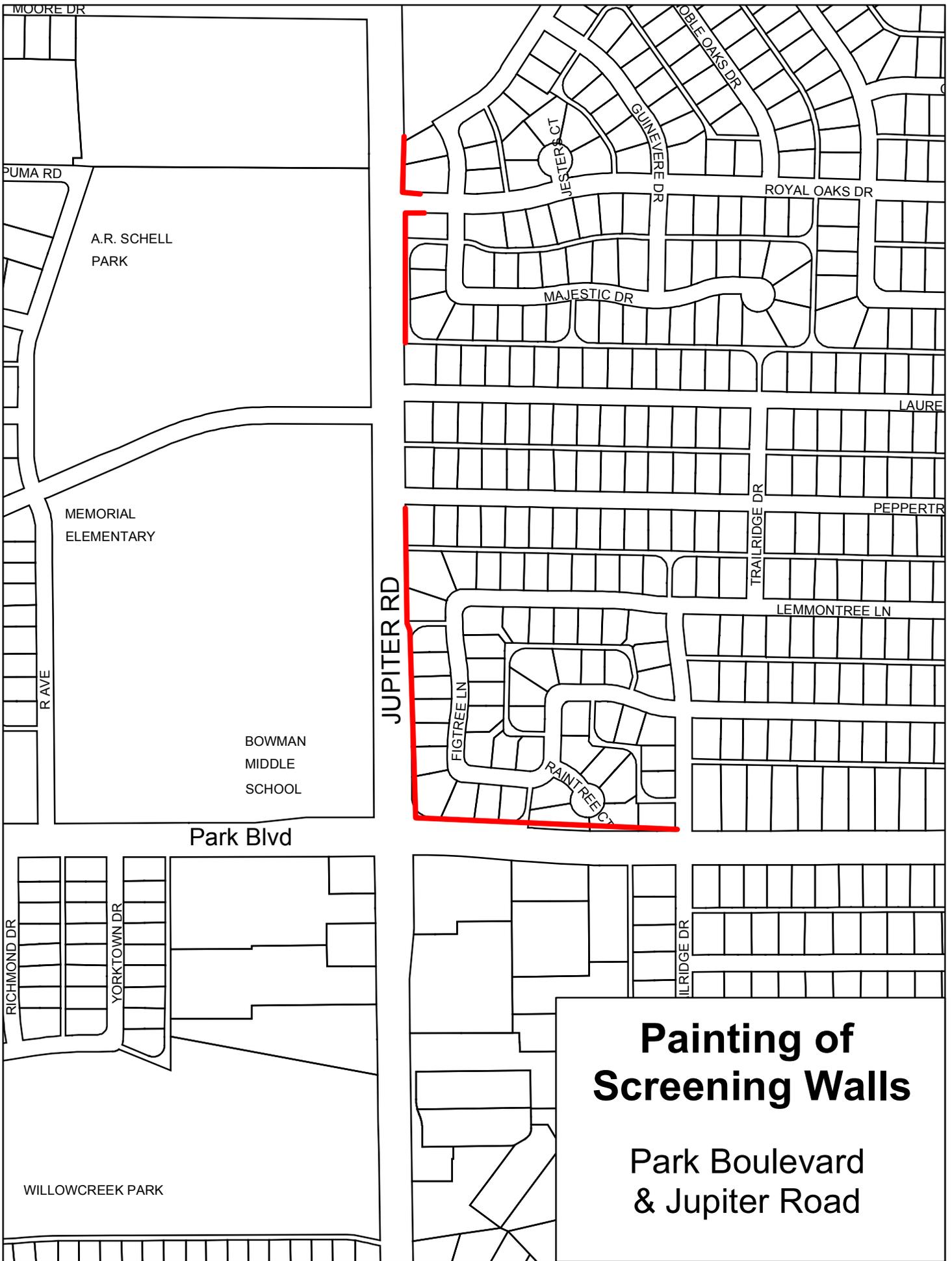
---

Date



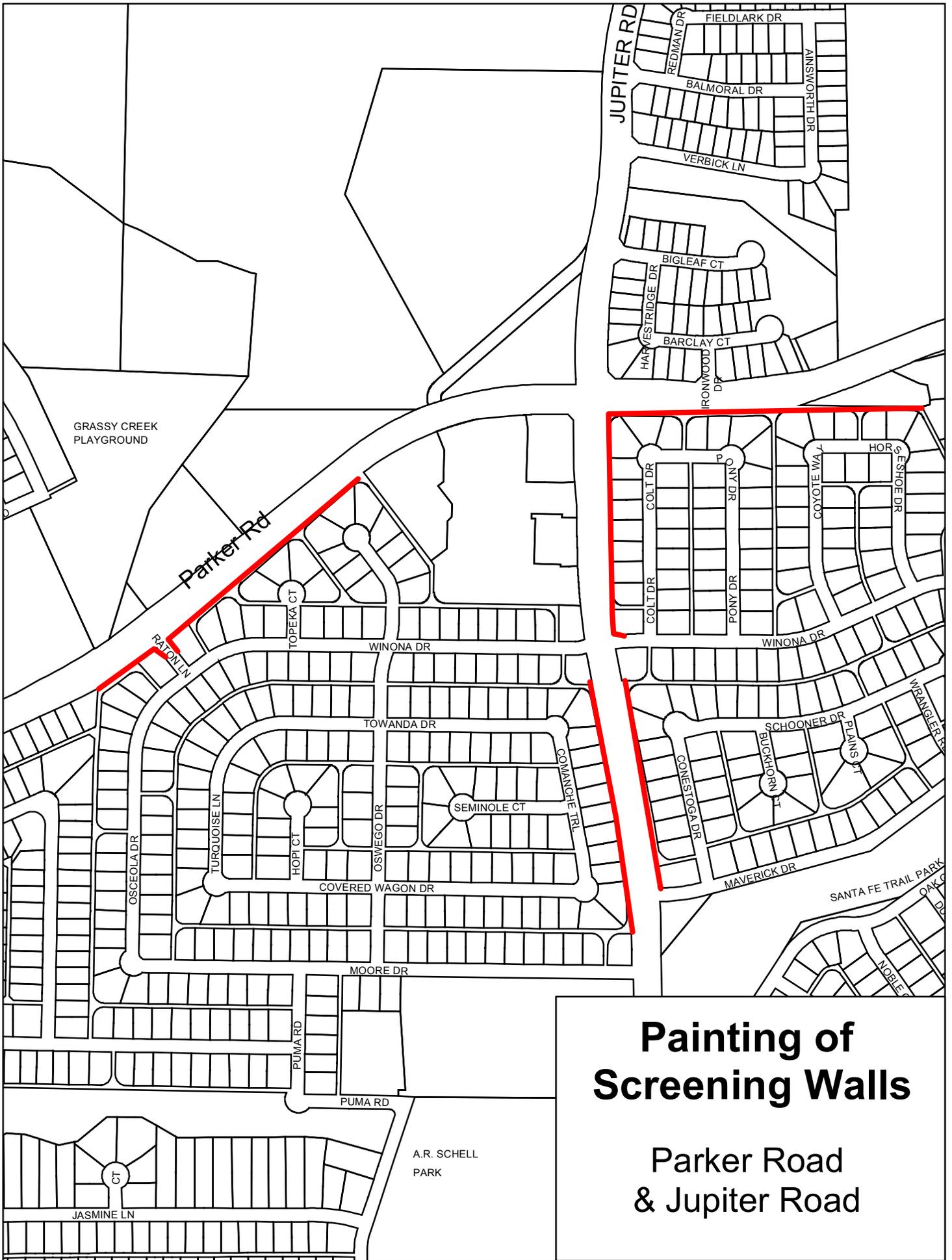
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/2015		
Department:		Public Works/David Falls		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Shawn Breen (972.769.4193)</b>				
<b>CAPTION</b>				
Bid No. 2015-259-B, for the Painting of Concrete Screening Walls-Phase II Project No. 6580 to Tarrant Paint and Stain, LLC in the amount of \$155,741 and authorizing the City Manager or his authorized designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		932,379	1,517,000	1,400,000
Encumbered/Expended Amount		-932,379	-1,208,256	0
This Item		0	-155,741	0
BALANCE		0	153,003	1,400,000
<b>FUND(S):</b> CAPITAL RESERVE FUND				
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Capital Reserve CIP for this item. Cleaning and painting screening walls on Jupiter Road , Park Boulevard and Parker Road, in the amount of \$155,741, will leave a current year balance of \$153,003 available for further screening wall repair expenditures or other street repair expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Cleaning and repainting screening walls to improve Plano streetscape aesthetics, relates to the City's goal of Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
Public Works recommends the bid for the Painting of Concrete Screening Walls-Phase II Contract to Tarrant Paint and Stain, LLC, in the amount of \$155,740.50 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the cleaning and painting of 13,650 LF of screening wall on Jupiter Road from Park Boulevard to Parker Road, Park Boulevard east of Jupiter Road, and Parker Road east and west from Jupiter Road.				
Public Work's estimate for this project is \$220,000.				
List of Supporting Documents: Location Maps (2); Bid Recap			Other Departments, Boards, Commissions or Agencies	



# Painting of Screening Walls

Park Boulevard & Jupiter Road



# Painting of Screening Walls

Parker Road  
& Jupiter Road

# CITY OF PLANO

**BID NO. 2015-259-B**

**Painting of Concrete Screening Wall – Phase II Project No. 6580  
Bid Recap**

---

---

**Bid opening Date/Time:** May 1, 2015 @ 1:30PM

**Number of Vendors Notified:**

**Vendors Submitting “No Bids”:** 0

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

**Number of Bids Submitted:** 3

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Tarrant Paint and Stain, LLC	\$155,740.50
Myelyn Contractor, LLC	\$197,492.75
Capital Restoration, LLC	\$205,000.00

**Recommended Vendor(s):**

Tarrant Paint and Stain, LLC	\$155,740.50
------------------------------	--------------

*Nancy Corwin*

May 1, 2015

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/22/2015			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Shawn Breen (972-769-4193)</b>					
<b>CAPTION</b>					
Bid No. 2015-278-P, for the Concrete Sidewalk Requirements Contract II, with two (2) City optional renewals, Project No. 6537 for Public Works to Ti-Zack Concrete, Inc., in the amount of \$692,050 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16, 2016-17, 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		1,416,637	2,484,000	9,000,000	<b>12,900,637</b>
Encumbered/Expended Amount		-1,416,637	-2,294,610	0	<b>-3,711,247</b>
This Item		0	-115,341	-1,960,809	<b>-2,076,150</b>
BALANCE		0	74,049	7,039,191	<b>7,113,240</b>
<b>FUND(S):</b> CAPITAL RESERVE FUND					
<p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Capital Reserve CIP and planned for future years in the Capital Reserve Fund. This concrete sidewalk requirements contract, in the amount of \$692,050 annually with two optional renewals, will leave an estimated current year balance of \$74,049. Future year expenditures will occur within council approved appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Repairing concrete sidewalks across Plano relates to the City's goals of Safe Large City and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
Public Works recommends the bid for the Concrete Sidewalk Requirements Contract II to Ti-Zack Concrete, Inc., in the amount of \$692,050.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project involves the repair of 70,000 SF of concrete sidewalk at various locations within the City of Plano.					
Engineer's estimate for this project is \$689,700.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Recap					

# CITY OF PLANO

**BID NO. 2015-278-P**  
**Concrete Sidewalk Requirements Contract II Project No. 6537**  
**Bid Recap**

---

---

**Bid opening Date/Time:** May 26, 2015 @ 1:30PM

**Number of Vendors Notified:** 1,018

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

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

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Ti-Zack Concrete, Inc.	\$692,050.00
Jim Bowman Construction Company, L.P.	\$756,800.00
XIT Paving & Construction Inc	\$765,850.00
Camino Construction LP	\$1,151,054.00

**Recommended Vendor(s):**  
Ti-Zack Concrete, Inc. \$692,050.00

*Nancy Corwin*

May 26, 2015

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/22/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Award of Bid No. 2015-276-B for the Amphitheater Stage Canopy Structure to Production and Rigging Resources, Inc. in the amount of \$274,893 and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15; 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		241,473	450,000	475,000	<b>1,166,473</b>
Encumbered/Expended Amount		-241,473	-199,501	0	<b>-440,974</b>
This Item		0	-200,000	-74,893	<b>-274,893</b>
BALANCE		0	50,499	400,107	<b>450,606</b>
<b>FUND(s):    CAPITAL RESERVE FUND</b>					
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Capital Reserve CIP and has been planned in future years. The purchase and installation of a new truss system for the Amphitheater at Oak Point Park, in the amount of \$274,893, will leave an ending balance of \$450,606 for future expenditures to repair park structures and equipment in 2015-16.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing elements of park structures that have reached the end of their useful life and are in need of replacement relates to the City's goals of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the bid received from Production and Rigging Resources, Inc. in the amount of \$274,893 be accepted as the lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The bid includes the purchase and installation of a new prefabricated truss system to replace the existing system that has been in place since 2004. Inspection reports have indicated the system has corroded in strategic locations and is in need of replacement. Elements of the canopy fabric and structure will be reused.</p> <p>In the event Production and Rigging Resources, Inc. fails to execute contract documents, staff recommends that the project be rebid.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map:

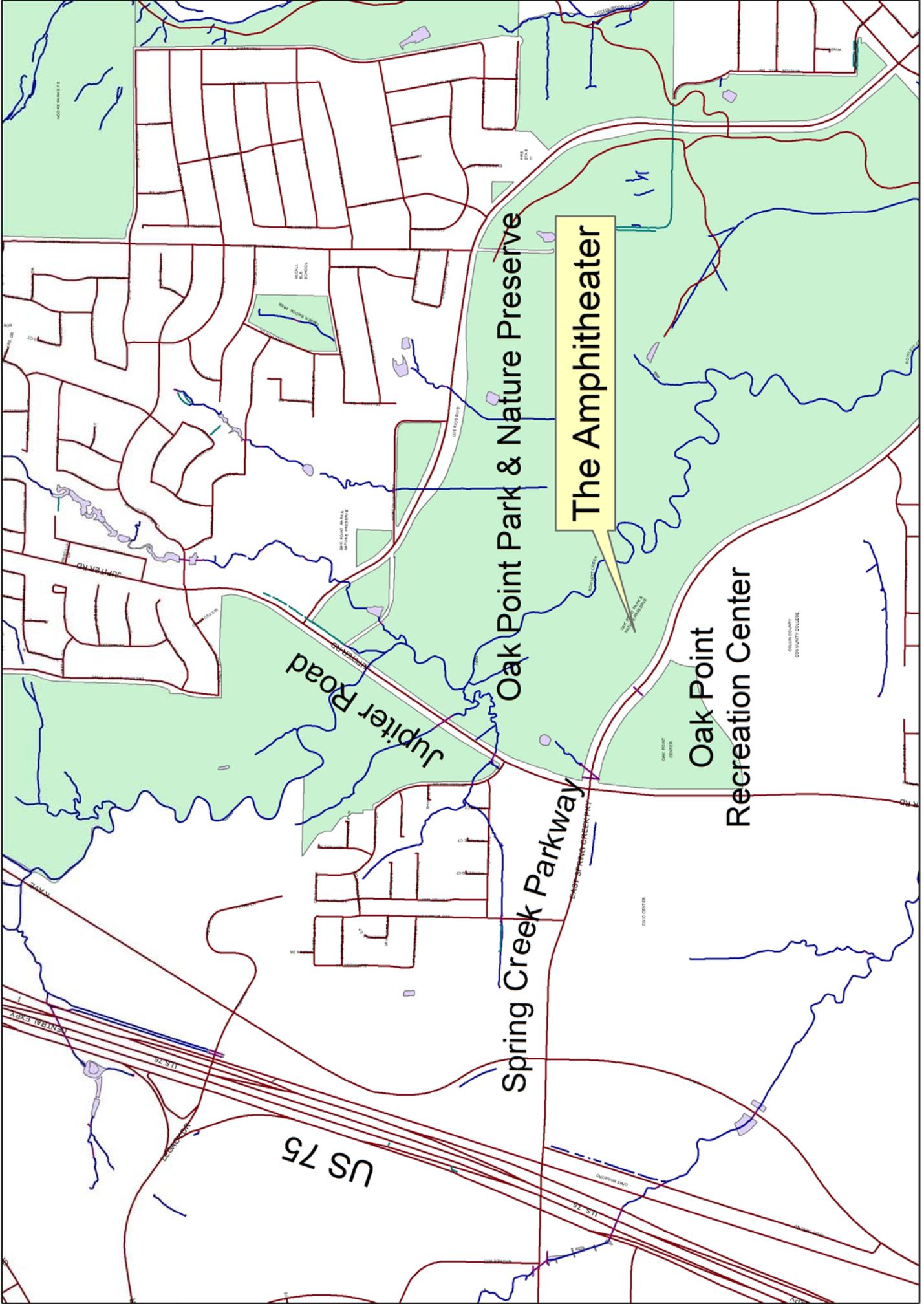
<https://goo.gl/maps/LLeMW>

List of Supporting Documents:

Location Map

Bid Recap

Other Departments, Boards, Commissions or Agencies



# AMPHITHEATER STAGE CANOPY STRUCTURE

# CITY OF PLANO

**Bid No. 2015-276-B**

**Amphitheater Stage Canopy Structure at Oak Point Park – Project No. 6604**

## **Bid Recap**

---

---

**Bid opening Date/Time:** May 22, 2015 @ 2:00 PM

**Number of Vendors Notified:** 417

**Vendors Submitting “No Bids”:** 0

**Bids Evaluated Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 1

### **Vendor Name**

### **Total Base Bid**

Production and Rigging Resources, Inc.

\$274,893.00

### **Recommended Vendor(s):**

Production and Rigging Resources, Inc.

\$274,893.00

*Teresa Shelstad*

\_\_\_\_\_  
Teresa Shelstad, Buyer

May 22, 2015

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/2015		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
<b>CAPTION</b>				
Bid No. 2015-109-B for Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$64,289, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	85,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-64,289	0
BALANCE		0	20,711	0
<b>FUND(s):</b> CAPITAL RESERVE FUND				
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Capital Reserve CIP. Silt removal at the Spring Creek Parkway Underpass along the Chisholm Trail, in the amount of \$64,289, will leave a current year balance of \$20,711 available for future expenditures related to removing silt from Plano parks and trails.</p> <p><b>STRATEGIC PLAN GOAL:</b> Removing silt to improve drainage and prevent further accumulation on Plano trails relates to the City's goal of Great Neighborhoods - 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memo. <a href="https://goo.gl/6lkWZH">https://goo.gl/6lkWZH</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, Location Map, Bid Recap				



# Memorandum

**Date:** May 29, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Renee Burke Jordan, Trail System Planner

**Subject:** Award Recommendation for 2015-109-B, Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail, Project No. 6594

**North Rock Construction, LLC** is recommended for award of bid for 2015-109-B, Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail, Project No. 6594 in the amount of \$64,288.51. The department believes that North Rock Construction, LLC is fully capable of meeting the requirements of this contract as specified in the bid documentation.

The recommendation of award to this vendor is based upon the following:

- lowest bid

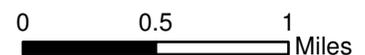
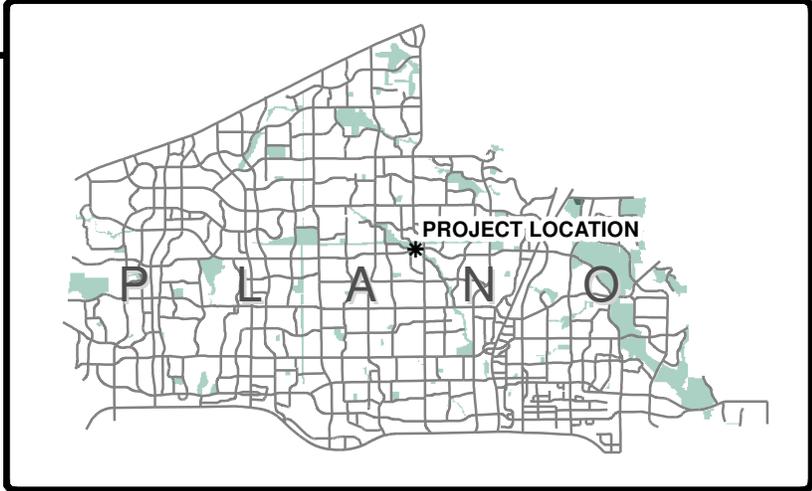
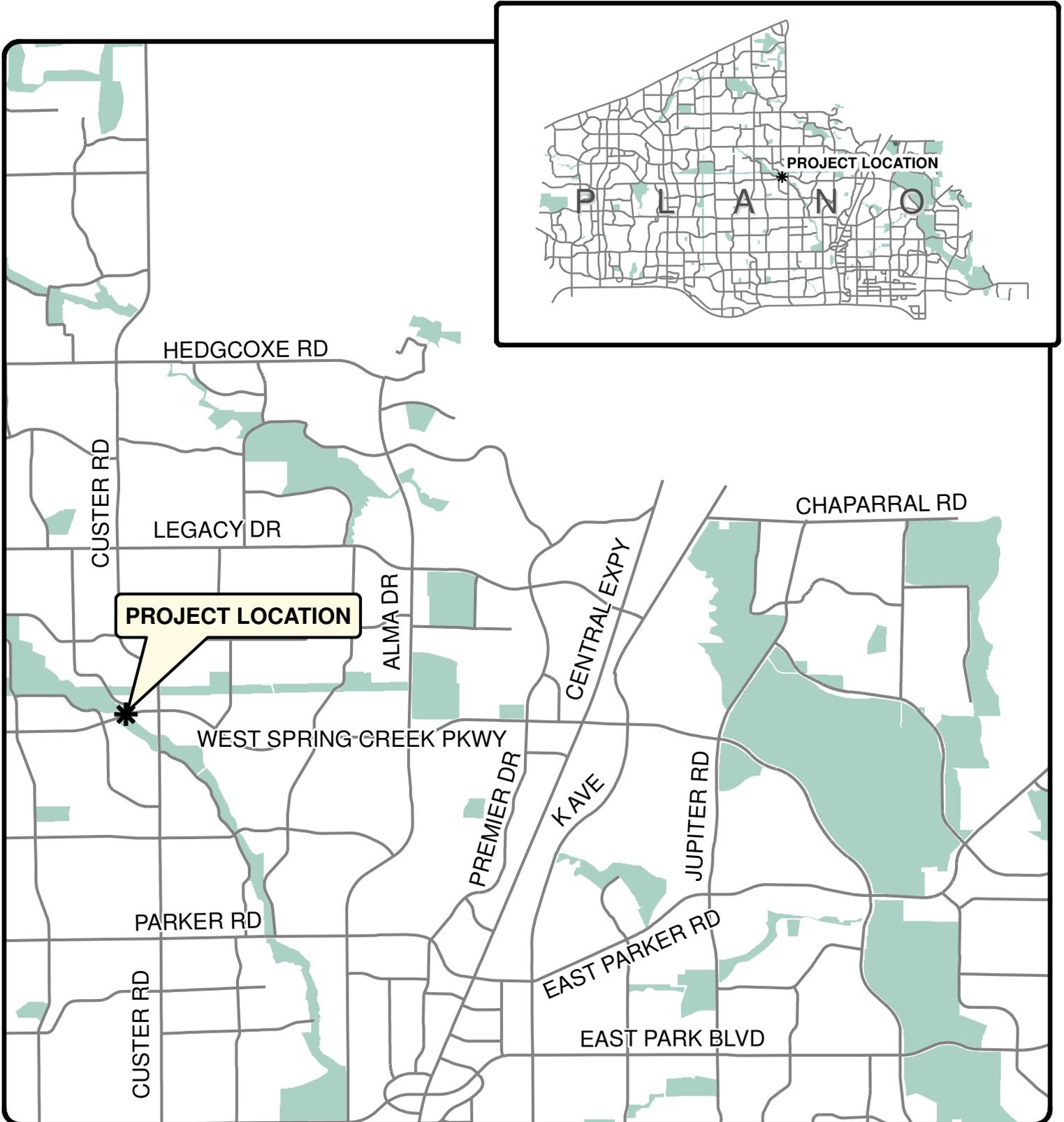
The total contract award is \$64,288.51. The total amount related to the funding of this contract is within the estimated expenditure.

If the contract should be denied, the accumulation of silt at this location in the creek will continue to build, further disrupting the functioning of the adjacent drains and leading to more accumulation of silt on the adjacent trail surfaces during even small amounts of rainfall.

CC: Amy Fortenberry  
Jim Fox  
Robin Reeves

# LOCATION MAP

## Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail Project number 6594



# CITY OF PLANO

**Bid No. 2015-109-B**  
**Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail**  
**Project Number 6594**  
**Bid Recap**

---

---

**Bid opening Date/Time:** May 22, 2015 @ 3 PM

**Number of Vendors Notified:** 1349

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

**Bids Evaluated Non-Responsive to Specification:** 1

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
North Rock Construction, LLC	\$ 64,288.51
RLM Earthco, Inc.	\$ 80,099.38
MHB Construction, Inc.	\$ 102,600.00
HQS Construction, LLC	\$ 144,592.00

**Recommended Vendor(s):**  
North Rock Construction, LLC \$ 64,288.51

*Nancy Corwin*

May 22, 2015

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson ext. 7376</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) Bobcat T770 Compact Track Loader for Fleet Services to be utilized by the Parks Department in the amount of \$52,702 from Bobcat Co. through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	85,000	0	<b>85,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-52,702	0	<b>-52,702</b>
BALANCE	0	32,298	0	<b>32,298</b>
FUND(S):    EQUIPMENT REPLACEMENT FUND				
<b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) Bobcat T770 Compact Track Loader for the scheduled replacement of unit #45053 in Cost Center #647/Sports Turf Maintenance Services. Remaining balance will be used for other Fleet and Equipment purchases. <b>STRATEGIC PLAN GOAL:</b> Providing one (1) Bobcat T770 Compact Track Loader for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 424-13)				
List of Supporting Documents: Recommendation Memo Cooperative Quote Recap			Other Departments, Boards, Commissions or Agencies NA	



# Memorandum

**Date:** May 27, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Compact Track Loader Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Bobcat T770 Compact Track Loader from Bobcat Co. through the TASB/BuyBoard Contract No. 424-13 in the amount of \$52,701.90.

In order to garner competition, Purchasing Division requested quotes from two cooperative purchasing contracts, and found the best value for the Loader was from the TASB/BuyBoard contract with Bobcat Co.

This unit is for the scheduled replacement of 45053 in Cost Center 647/Sports Turf Maintenance approved in the FY14-15 ERF.

Due to the age and hours, Fleet Services recommends this unit be replaced. If it is not replaced, we would see higher maintenance cost and downtime and limit the Department in their capacity to maintain City Parks.

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

**CITY OF PLANO  
SOLICITATION NO. 2015-298-O  
Bobcat T770 Compact Track Loader  
COOPERATIVE QUOTE RECAP**

---

---

**Number of Vendors Contacted:** 2

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

**Quotes Deemed Nonresponsive:** 0

**Number of Responsive Quotes Submitted:** 2

Bobcat T770 Compact Track Loader  
Via Texas Association of School Boards / BuyBoard Contract 424-13      \$52,701.90

Bobcat T770 Compact Track Loader  
Via Houston Galveston Area Council / HGAC Contract EM06-13      \$55,027.00

**Recommended Cooperative Quote:**

Bobcat T770 Compact Track Loader  
Via Texas Association of School Boards / BuyBoard Contract 424-13      \$52,701.90

*Lincoln Thompson*

Lincoln Thompson  
Senior Buyer

*June 4, 2015*

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson ext. 7376</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) Caterpillar 980M Wheel Loader for Fleet Services to be utilized by Environmental Waste Services (EWS) in the amount of \$515,000 from Holt Caterpillar through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	515,000	0	<b>515,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-515,000	0	<b>-515,000</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): EQUIPMENT REPLACEMENT FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) Caterpillar 980M Wheel Loader for the replacement of units #04502 and #04503 in Cost Center #714/Compost Marketing Operation. <b>STRATEGIC PLAN GOAL:</b> Providing one (1) Caterpillar 980M Wheel Loader for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 424-13)				
List of Supporting Documents: Fleet Services Recommendation Memo EWS Recommendation Memo Cooperative Quote Recap			Other Departments, Boards, Commissions or Agencies NA	



# Memorandum

**Date:** May 27, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Wheel Loader Purchase Recommendation

Fleet Services has reviewed contract quotes from five vendors and recommends the purchase of one (1) Caterpillar 980M Wheel Loader from Holt Caterpillar through TASB/BuyBoard Contract No. 424-13, in the amount of \$515,000.00. Three vendors (Volvo, Komatsu, and John Deere) were deemed non-responsive due to not meeting the requirements for hand controls with no steering wheel. After a complete review and evaluation of the two responsive bidders by the Compost Operations division, it was determined the best value for the City was to purchase the Caterpillar 980M Wheel Loader from Holt Caterpillar. A copy of the Compost Operations recommendation is attached.

This loader is replacing two smaller loaders, 04502 and 04503 in Cost Center 714/Compost Operations. Due to the age and mileage, Fleet Services recommends these units be replaced. If these units are not replaced it would limit the Department in their capacity to perform the duties required by the operation and would incur higher downtime and maintenance cost.

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



# Memorandum

**Date:** May 7, 2015  
**To:** Reid Choate, Fleet Services Manager  
**From:** Robert Smouse, Environmental Waste Services (EWS) Manager  
**Subject:** Wheel Loader Purchase Recommendation

This memo is to recommend the purchase of the one (1) Caterpillar 980M Wheel Loader to be used at the RDF 121 Compost site for operational processing of the ground yard trimmings material and various finished Texas Pure compost and mulch materials. Based on the Compost Team's evaluation, this unit is the "best valued and suited" for our operational use and applications. In addition, this unit demonstrated various beneficial attributes. The most critical aspects associated with increased productivity and safety and reduced operational costs and operator fatigue were:

- Advanced hydraulic system provides a 17.2% faster bucket cycle time with lifting operations, which will generate a 21.1% increase in cubic yards of material moved over a standard operational period and a \$28,412 annual savings based on reduced labor hours,
- Comfort Control System (joystick operations) provide improved safety through broader range of vision in front of the vehicle and surrounding the cab/front wheel assembly, as well as reducing repetitive motions for the operator and reducing fatigue and potential related worker compensation claims,
- All operators noted the improved ride, traction and stability of the unit during the demonstration, which would reduce long term damage, accidents and related repair costs and improve productivity through operator confidence,
- Operational costs are projected to be lower based on the reduced use of DEF fluid and diesel fuel during demonstration period,
- Improved design with entire engine bay cover moving up and away for maintenance access and double curl lift/bucket cylinders reducing areas for compost to accumulate and create undue cylinder stress, wear and repairs.

If this purchase is not approved, the Compost Operations division would be forced to rent a comparable unit at an excessively higher annual cost, lose Texas Pure Product sales revenues and jeopardize our agreement with North Texas Municipal Water District and the four additional member cities (Allen, Frisco, Richardson & McKinney).

Please let me know if you have any questions regarding this purchase.

**CITY OF PLANO**  
**SOLICITATION NO. 2015-307-O**  
**Articulating Wheel Loader with Cab for Compost Operations**  
**COOPERATIVE QUOTE RECAP**

---

---

**Number of Vendors Contacted:** 5

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

**Quotes Deemed Nonresponsive:** 3

**Number of Responsive Quotes Submitted:** 2

Caterpillar Model 980M Wheel Loader  
Via Texas Association of School Boards / BuyBoard Contract 424-13      \$515,000.00

Kawasaki Model 95Z7 Wheel Loader  
Via Texas Association of School Boards / BuyBoard Contract 424-13      \$460,266.00

**Recommended Cooperative Quote (Compost Operations recommendation attached):**

Caterpillar Model 980M Wheel Loader  
Via Texas Association of School Boards / BuyBoard Contract 424-13      \$515,000.00

*Lincoln Thompson*

Lincoln Thompson  
Senior Buyer

*May 28, 2015*

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/22/2015			
Department:		Public Works			
Department Head		Gerald Cosgove			
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>					
<b>CAPTION</b>					
To approve the purchase of traffic signal installation for Public Works in the estimated annual amount of \$662,861 from Mel's Electric, L.P. through an existing contract with the City of Garland and authorizing the City Manager to execute all necessary documents. (City of Garland Contract No. 4488-14)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16, 2016-17, 2017-18, 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		340,782	1,374,718	7,000,000	<b>8,715,500</b>
Encumbered/Expended Amount		-340,782	-364,386	0	<b>-705,168</b>
This Item		0	-662,861	-2,651,445	<b>-3,314,306</b>
BALANCE		0	<b>347,471</b>	<b>4,348,555</b>	<b>4,696,026</b>
<b>FUND(s):</b> STREET IMPROVEMENTS CIP, CAPITAL RESERVE FUND					
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Street Improvements CIP and Capital Reserve CIP. This item, in the amount of \$662,861 with four annual renewals, will leave a current year balance of \$347,471 available for other traffic signal related expenditures. Future year expenditures will occur within City Council approved appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Partnering with other area cities to obtain the best possible pricing on traffic signal equipment and installation relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo, Bid Recap					



# Memorandum

**Date:** June 5, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Robert Moore, Traffic Operations Superintendent

**Subject:** **Traffic Signal Contract, piggybacking off the City of Garland Contract. No. 4488-14**  
(City of Plano Contract No. 2015-320-I)

The Public Works Staff recommends awarding this contract to build and or repair traffic signals in the City of Plano to Mel's Electric, L.P. by piggybacking off the City of Garland contract 4488-14. This will allow the City of Plano to build new intersections at locations required by the City of Plano Transportation Engineering Department. These signals are warranted due to traffic demand and the need for traffic control and safety. The estimated annual expenditure for this project is \$ 662,861.25.

Public Works recently bid out three separate bids to satisfy current needs: one for boring, one for drilling and one for pole installation. Each of these three bids yielded no responses. The Transportation Engineering Department current and future requirements for traffic signal installations and repairs will be met by participating on the City of Garland's contract.

If council does not award this contract, then the new intersections will not be built, and repairs to existing intersections will not be done. Intersections left unrepaired or unbuilt could result in traffic accidents creating a safety issue.

Please let me know if you have questions regarding our recommendations.

cc: David Falls, Public Works Operations Manager  
Gerald Cosgrove, Public Works Director

# CITY OF PLANO

**Bid No. 2015-320-I**

**Best Value Bid for Traffic Signal Installation  
City of Garland Bid No. 4488-14**

## **Bid Recap**

---

---

**Bid opening Date/Time:** June 26, 2014 @ 3:00 PM

**Number of Vendors Notified:** 789

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

**Number of Bids Submitted:** 2

**Vendor Name**

Mel's Electric L.P.

Durable Specialties

**Total Base Bid**

\$662,861.25

\$816,000.00

**Recommended Vendor(s):**

Mel's Electric L.P.

\$662,861.25

*Nancy Corwin*

\_\_\_\_\_  
Nancy Corwin, Buyer

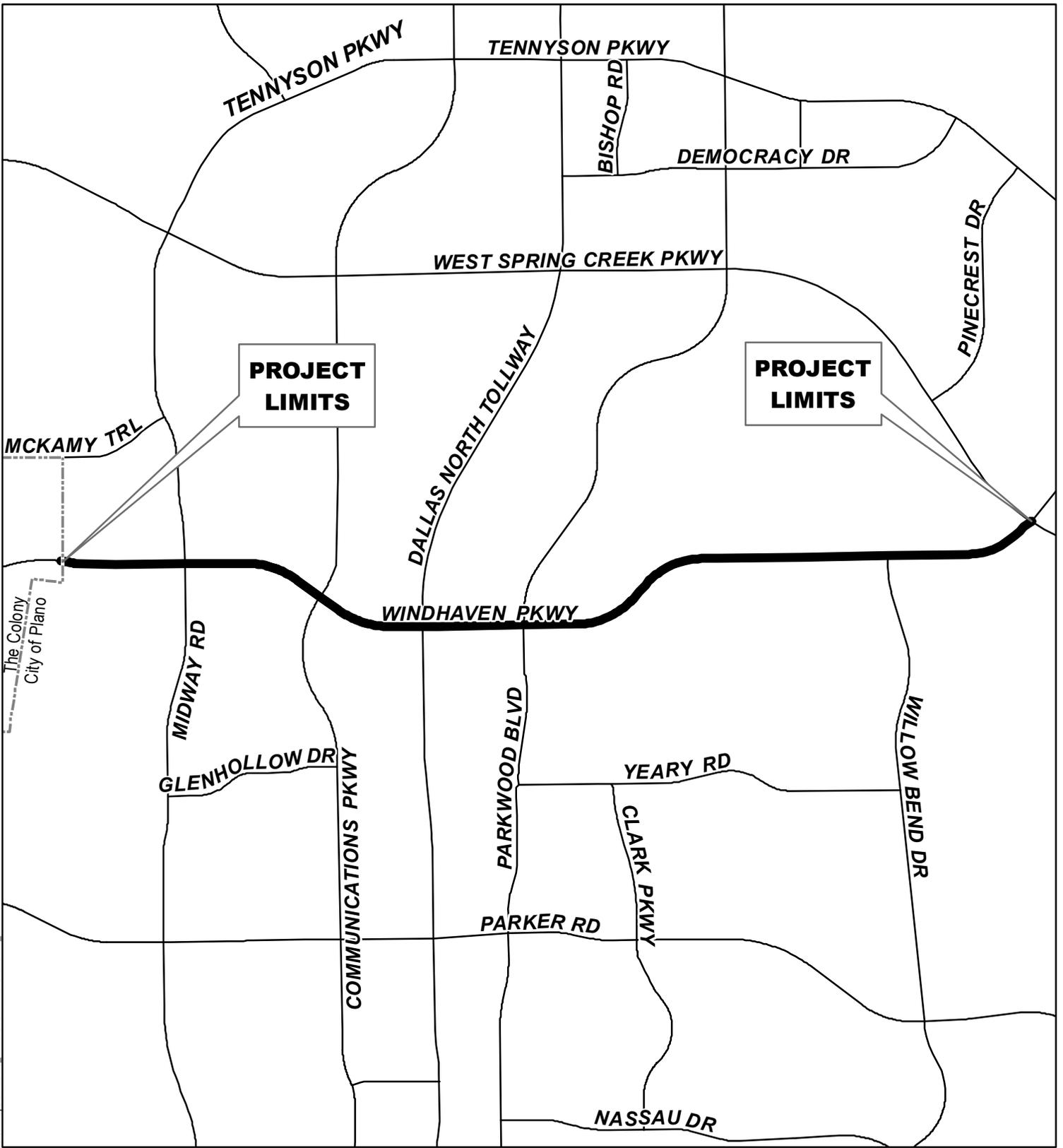
\_\_\_\_\_  
June 26, 2014

Date

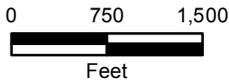


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/22/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 5741
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and TEAM Consultants, Inc., in the amount of \$53,703, for Windhaven Parkway project and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	72,286	3,773,214	0	<b>3,845,500</b>
Encumbered/Expended Amount	-72,286	-3,516,329	0	<b>-3,588,615</b>
This Item	0	-53,703	0	<b>-53,703</b>
BALANCE	0	203,182	0	<b>203,182</b>
<b>FUND(S):    STREET IMPROVEMENTS CIP</b>				
<b>COMMENTS:</b> Funding for this item is available in the 2014-15 Street Improvements CIP. Materials testing services, in the amount of \$53,703, will leave a current year balance of \$203,182 available for future expenditures related to the Windhaven Parkway project. <b>STRATEGIC PLAN GOAL:</b> Obtaining materials testing for street improvement projects relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends approval of this expenditure for material testing on the Windhaven Parkway Project in the amount of \$53,702.50 to TEAM Consultants, Inc.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Professional Services Agreement			N/A	
Location Map				

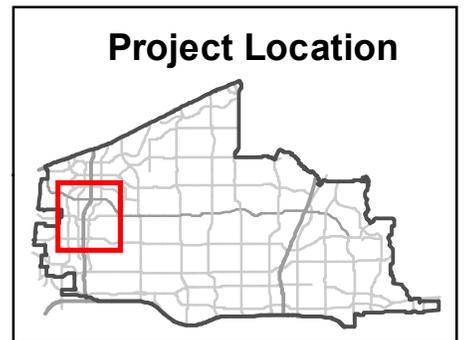


sharif/2/5/2015 C:\Analyst\Projects\Engineering\Council\Legend\Locator\Maps\02-05-15 Windhaven\Windhaven5741.mxd



# Windhaven – Spring Creek Parkway to West City Limits Project No. 5741

February, 2015  
City of Plano GIS Division



**WINDHAVEN PARKWAY**

**PROJECT NO. 5741**

**CONSTRUCTION MATERIALS TESTING 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 **TEAM CONSULTANTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to perform material testing engineering services in connection with the **WINDHAVEN PARKWAY** project, located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

The City hereby agrees to use 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 be able to 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 receipt of this executed 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 will be compensated for all services provided under 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 on each project, 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE 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**

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.

## **XI. Prohibited Interest**

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.

## **XII. 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.

## **XIII. Mailing of Notices**

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

City of Plano  
Engineering Department, Suite 250  
Attn: Project Manager  
P.O. Box 860358  
Plano, TX 75086-0358

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

TEAM Consultants, Inc.  
Attn: Andrew Pietrzak, PE  
2970 S. Walton Walker, Suite 101  
Dallas, TX 75211

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.

#### **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. 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 or Denton County, Texas. The parties further agree that 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.

**TEAM CONSULTANTS, INC.**  
A Texas Corporation

DATE: 6-5-2015

BY: Bruce Walton  
Bruce Walton  
QA/QC MANAGER

**CITY OF PLANO, TEXAS**

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

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

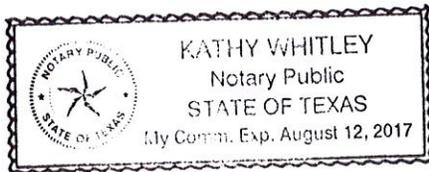
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 2015, by **BRUCE WALTON, QA/QC MANAGER** of **TEAM CONSULTANTS, INC.**, a **TEXAS Corporation**, on behalf of said corporation.



Kathy Whitley  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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

## EXHIBIT "A"

### SCOPE OF SERVICES

#### BASIC SERVICES:

##### A. General

1. Work included for each material test shall include:
  - Staff time for collecting sample(s) in the field or performing tests in the field.
  - Staff time for performing lab tests.
  - Equipment (Lab or field) time and vehicle time necessary for performing tests. This includes rental fees if necessary.
  - Completing test report forms including clearly indicating the following information:
    - a) Date issued
    - b) Project title and number
    - c) Testing laboratory name, address and telephone number
    - d) Name and signature of laboratory inspector
    - e) Date and time of sampling or inspection
    - f) Record of temperature and weather conditions
    - g) Date of test
    - h) Identification of product and specification section
    - i) Location of sample of test in the Project
    - j) Type of inspection of test
    - k) Results of tests and certification of compliance with Contract Documents
    - l) Professional review and interpretation of test results and reports
  - Contacting all required project recipients within 24 hours of any failing test.
  - Transmitting reports as an attachment to an e-mail sent to all required project recipients.
  
2. The subject line for E-mails of testing reports shall be as follows:
  - Test Report(s) – TEST REPORT NOS. (CITY PROJ. NO.)  
Examples: Test Report – 7 (Proj. 5996)  
Test Reports – 9, 10, 11 & 12 (Proj. 6283.1)
  
3. Additional material tests that may be required for a specific project and are not listed in this annual contract will be added to the annual contract as needed.

## **B. Miscellaneous**

1. Staff attendance at project pre-construction meetings
2. Staff attendance at project meetings when requested by the City
3. General material testing consultation when requested by the City
4. Trip charges to perform on-site material tests or observations - this includes round trip vehicle charges and technician time.
5. Cancelled test or inspection with less than 2 hours' notice
6. Provide the overtime multiplier to be used for material testing staff hourly rates when work is performed outside of normal business hours

## **C. Soil Testing**

1. Sample soil material encountered on the project that will be used as sub-grade, embankment or backfill. Perform moisture density tests (ASTM D-698) and develop the moisture density relation curve for the type of soil sampled. Determine the plastic limit, liquid limit and plasticity index (ASTM D-4318) for the sample.
2. Sample lime stabilized soil material on the project that will be used as sub-grade. Perform moisture density tests (ASTM D-698) and develop the moisture density relation curve for the lime stabilized soil sampled.
3. When requested by the City, sample soil materials encountered on the project and perform a particle-size analysis (ASTM D-422).
4. Perform boring to check depth of compacted lime stabilized subgrade.
5. Perform in-place field density tests in accordance with ASTM D-2167 or ASTM D-2922 and the frequency shown below.
  - Utility Trench – one field density every 300 linear feet per 8" loose lift
  - Fill Area – one field density every 5000 square feet per 8" loose lift
  - Pavement Sub-grade – one field density every 450 square yards
  - Sidewalk – one field density every 400 linear feet

## **D. Flexible Base**

1. Sample flexible base material for the project and perform a particle-size analysis (ASTM D-422) on the flexible base sample.
2. Sample flexible base material on the project that will be used as sub-grade and perform moisture density tests (ASTM D-1557) and develop the moisture density relation curve for the flexible base material sampled.
3. Perform in-place field density tests in accordance with ASTM D-2167 or ASTM D-2922 with a frequency of one field density every 450 sq. yards.
4. Perform boring to determine the depth of compacted flexible base.

## **E. Portland Cement Concrete**

1. Review concrete mix design(s) furnished by the contractor relative to City of Plano and project specifications and perform a statistical analysis on each design submitted.
2. Review ready mix delivery tickets and confirm the pertinent project and specification information. Sample concrete and determine slump (ASTM C-143), air content (ASTM C-173 or C-231), and concrete temperature and mold a set of four (4) compressive test cylinders for every 150 cubic yards or at least once a day, unless otherwise authorized by the City of Plano. Test compressive test cylinders according to ASTM C-39 as follows:
  - Two cylinders at 7 days
  - Two cylinders at 28 days
3. Performing duties described in E.2 above with different sample ages (normally shorter) than the 7-days and 28-days listed above.
4. Sample and mold an additional two test cylinders when performing the testing in E.2 and E.3 above if requested by the City for additional testing. Test compressive test cylinders in accordance with ASTM C-39 at the requested age.
5. Compressive test cylinder pickup and delivery to the laboratory for up to six test cylinders.
6. Two-inch diameter boring of concrete and checking for thickness up to 10" thick. Includes patching of concrete pavement bore holes.
7. Four-inch diameter boring of concrete and testing for strength (ASTM C-42) and thickness up to 10" thick. Includes sawing, capping and the patching of concrete pavement bore holes.
8. Concrete coring (two-inch and four-inch) per inch greater than 10 inches.

## **F. Hot Mix Asphalt Concrete (HMAC)**

1. Sample the HMAC paving mix on a periodic basis (approximately one sample for every 75 tons of asphalt). Perform extraction, stability (Tex-208-F) and lab molded density (Tex-207-F and Tex-227-F) tests on samples.
2. Two-inch boring of HMAC pavement and checking for thickness. Includes patching of HMAC pavement bore holes.
3. Six-inch boring of HMAC pavement for in-place density (ASTM D-1188) and thickness. Includes patching of HMAC pavement bore holes.

## G. Bridges and Brick Walls

1. Inspection of piers during drilling, including checking size, alignment, soil conditions and depth.
2. Inspection of pier reinforcing steel and concrete during fabrication and placement.
3. Mortar: For every 3,000 sq. ft. of beam or wall cast one set of six 2" cubes from mortar being placed. The test age for the cube testing will be determined by the design Engineer. Mold, cure and test cubes in accordance with ASTM C109 to ensure compliance with the project specifications.

## H. Gabion Testing

Soil testing and concrete testing will be done as specified above and as modified by the following:

1. Wall Backfill – One field density per item C.5 above for each 8" lift.
2. Concrete Tieback Beams – Test concrete per item E.3 above for every 50 cubic yards or at least once a day, unless otherwise authorized by the City of Plano. Test dates for the cylinders will be established by the design engineer.
3. Tieback Anchor Inspection and Testing
  - a. Inspection of tiebacks during drilling, including checking size, alignment, sub-surface strata conditions and depths.
  - b. Inspect tieback anchor tendons while being installed to ensure compliance with project specifications, check for damage or deformation, and check corrosion protection for damage.
  - c. Performance Test – The first three (3) and every tenth anchor thereafter shall be performance tested by the contractor and visually inspected by the testing engineer. The actual measuring period will be ten (10) minutes. Monitor any movement or elongation of the anchors, as they are loaded to performance capacity. The testing engineer will visually observe the process and review the results.
  - d. Proof Test – All anchors that are not performance tested will be proof tested. This test is similar to the performance test except that the measuring period is for five (5) minutes. The contractor will do the testing and the testing engineer will observe the process and review the results.
  - e. The testing engineer shall prepare one (1) set of six (6) grout cubes for each day of tieback inspection and test (ASTM C109) to ensure compliance with job specifications.

- f. The test age for the cube testing will be determined by the design Engineer.

#### **I. Compost**

1. Review compost supplier's quality control (QC) documentation meeting TxDOT Specification Item 161, Compost requirements when submitted.
2. Obtain samples of compost placed on the project and conduct lab testing to determine sieve analysis (TMECC 02.02-B), pH (TMECC 04.11-A), and organic matter content (TMECC 05.07-A) per the requirements in TxDOT Specification 161, Compost. Test representative samples for every 2,000 square yards of compost placed on the project site.

#### **J. Water Tank Painting**

1. Perform on-site inspection to confirm surface preparation prior to the application of surface coating. Inspection to include checking the surface profile and providing the documented results in the test report for each inspection. The inspector shall have a minimum of a Level 1 Coating Inspector certification from the National Association of Corrosion Engineers (NACE),
2. Perform on-site inspection to verify atmospheric conditions using an electronic hygrometer to determine dry bulb air temperature, wet bulb air temperature, relative humidity, dew point and a surface contact thermometer to determine the surface temperature to be painted prior to the application of surface coatings. The inspector shall have a minimum of a NACE Level 1 Coating Inspector certification.
3. Perform on-site inspection to observe the paint mixing, paint application process and to document the mil readings of applied surface coatings using a dry film thickness gauge (magnetic) to ensure compliance with the project specifications. The finished surface shall also be tested with a low voltage Holiday detector to locate any surface pitting or voids. The inspector shall have a minimum of a NACE Level 1 Coating Inspector certification.
4. Perform on-site inspection of existing or newly installed structural steel to evaluate existing condition or confirm new installations are in conformance with the project specifications.
5. Perform on-site inspections of the welding processes and final welds performed on the tank to confirm conformance with the project specifications and design.

## EXHIBIT "B"

### SCHEDULE OF WORK

Construction materials testing for this project will begin at the commencement of construction and end with the completion of construction by the selected contractor. The City of Plano shall use Exhibit A to develop a specific scope of services required for each project. Proper notice for the scheduling of a testing technician shall be arranged throughout duration of the contract.

**EXHIBIT C**

**BUDGET ESTIMATE  
CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES  
WINDHAVEN PARKWAY  
PROJECT NO. STP 2007 (657) MM  
CSJ: 0918-24-143, ECT  
CITY OF PLANO, TEXAS**

**LABORATORY TESTING SERVICES****PART I PRELIMINARY SERVICES**

B.1 Attendance at project pre-construction meeting	Est.	1.5 ea.	@ 120.00/hr.	\$	180.00
--	------	---------	--------------	----	--------

**PART II SOILS TESTING**

C.1 Soil Standard Proctor and Atterberg Limits	Est.	1 ea.	@ 255.00/ea.	\$	255.00
C.2 Lime Stabilized Standard Proctor	Est.	4 ea.	@ 207.50/ea.	\$	830.00
C.5 In-place field density test	Est.	50 ea.	@ 47.50/ea.	\$	2,375.00
C.4 Depth Check on Compacted Lime Stab. Subgrade	Est.	45 ea.	@ 20.00/ea.	\$	900.00
B.4 Transportation charge	Est.	20 ea.	@ 142.50/ea.	\$	2,850.00
			<b>SUBTOTAL</b>		<u>\$ 7,210.00</u>

**PART III PORTLAND CEMENT CONCRETE**

E.1 Review of concrete mix designs	Est.	6 ea.	@ 125.00/ea.	\$	750.00
E.3 Concrete sampling and testing cylinders (set of 4)	Est.	155 sets	@ 175.00/ea.	\$	27,125.00
E.5 Test cylinder pickup (up to 6)	Est.	50 ea.	@ 155.00/ea.	\$	7,750.00
B.4 Transportation charge	Est.	75 ea.	@ 142.50/ea.	\$	10,687.50
			<b>SUBTOTAL</b>		<u>\$ 46,312.50</u>

**RECOMMENDED BUDGET \$ 53,702.50**

The parties agree that Engineer will be compensated for all services provided under 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.

**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 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

## 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 AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

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

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

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

#### **B. Equal Rights Compliance**

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

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

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

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

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

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

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

TEAM Consultants, Inc.

By: Bruce Walton  
Signature

Bruce Walton  
Print Name

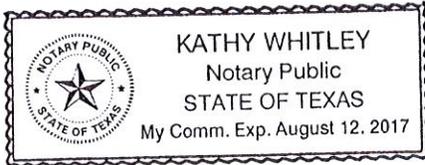
QA/QC Manager  
Title

6-5-2015  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of June, 2015.

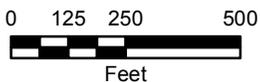
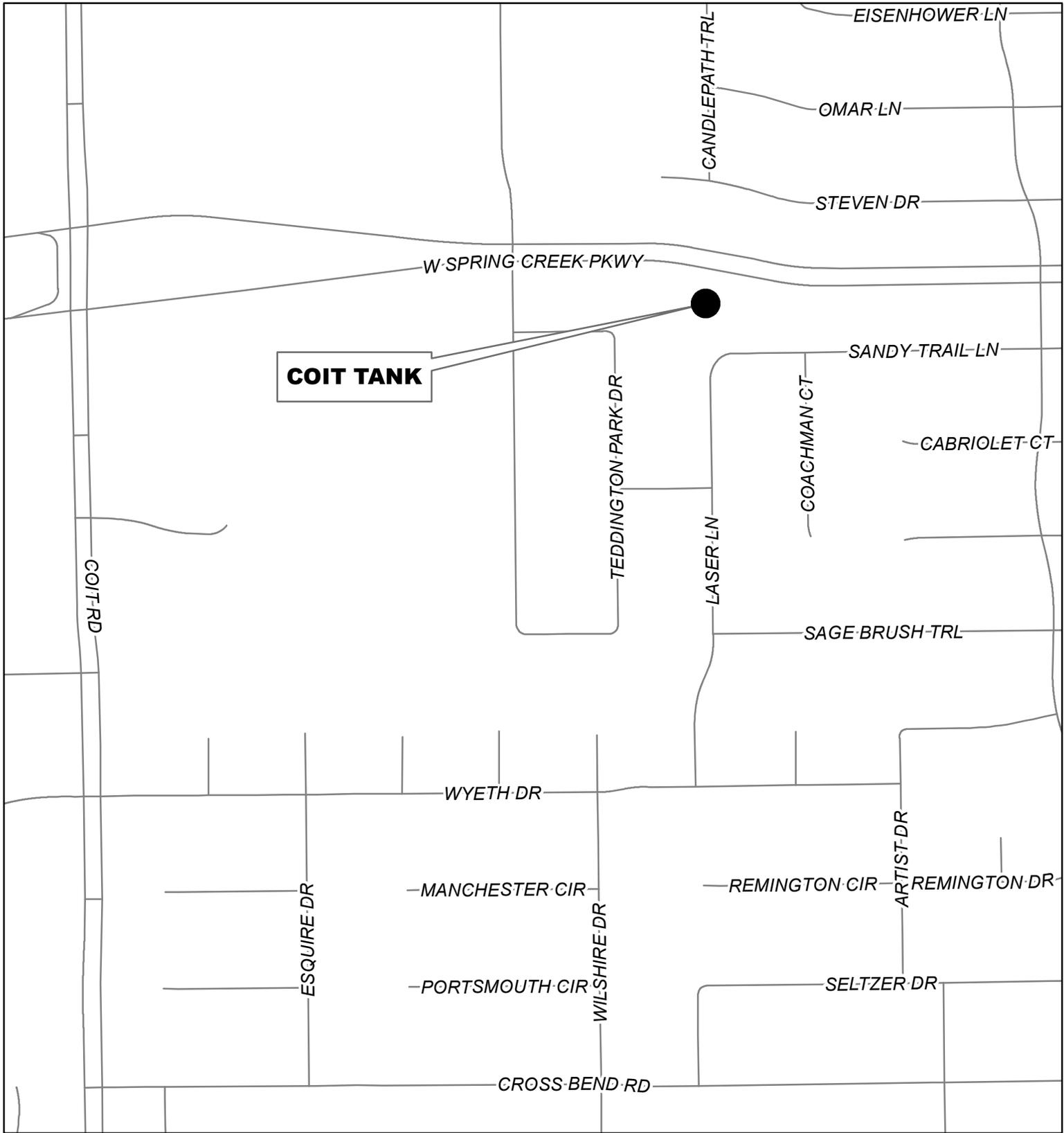
Kathy Whitley  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/22/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne(7198)	
			Project No. 6341	
<b>CAPTION</b>				
To J.R. Stelzer Company for the Jupiter and Coit Elevated Tanks Project, increasing the contract by \$155,500, Change Order No. 1, original Bid No. 2014-330-B and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		37,480	1,077,520	0
Encumbered/Expended Amount		-37,480	-906,183	0
This Item		0	-155,500	0
BALANCE		0	15,837	0
<b>FUND(S):</b> WATER CIP				
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Water CIP for this item. The items covered in this change order, in the amount of \$155,500, will leave a current year balance of \$15,837 available for other Water CIP expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Adding additional work to an existing contract to address repairs and improvements on Water Infrastructure relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This Change Order, in the amount of \$155,500.00, is for the below listed items:				
<ol style="list-style-type: none"> <li>1. Removing the existing prime coat and installing a new prime coat on the exterior of the Coit tank; \$97,000</li> <li>2. Make repairs to the interior of the Jupiter tank discovered after the tank was drained for painting; \$45,000</li> <li>3. Additional effort required to remove the top coat of the exterior paint on the roof of the Jupiter Tank; \$12,000</li> <li>4. Additional work to install a City communication antenna; \$1,500</li> </ol>				
Staff recommends approval of this Change Order No. 1. The contract total will be \$1,032,263, which includes this change order amount, and adds 17.74% to the cost of the contract. The original contract amount is \$876,763.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Change Order No. 1			N/A	



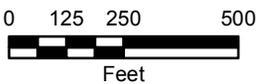
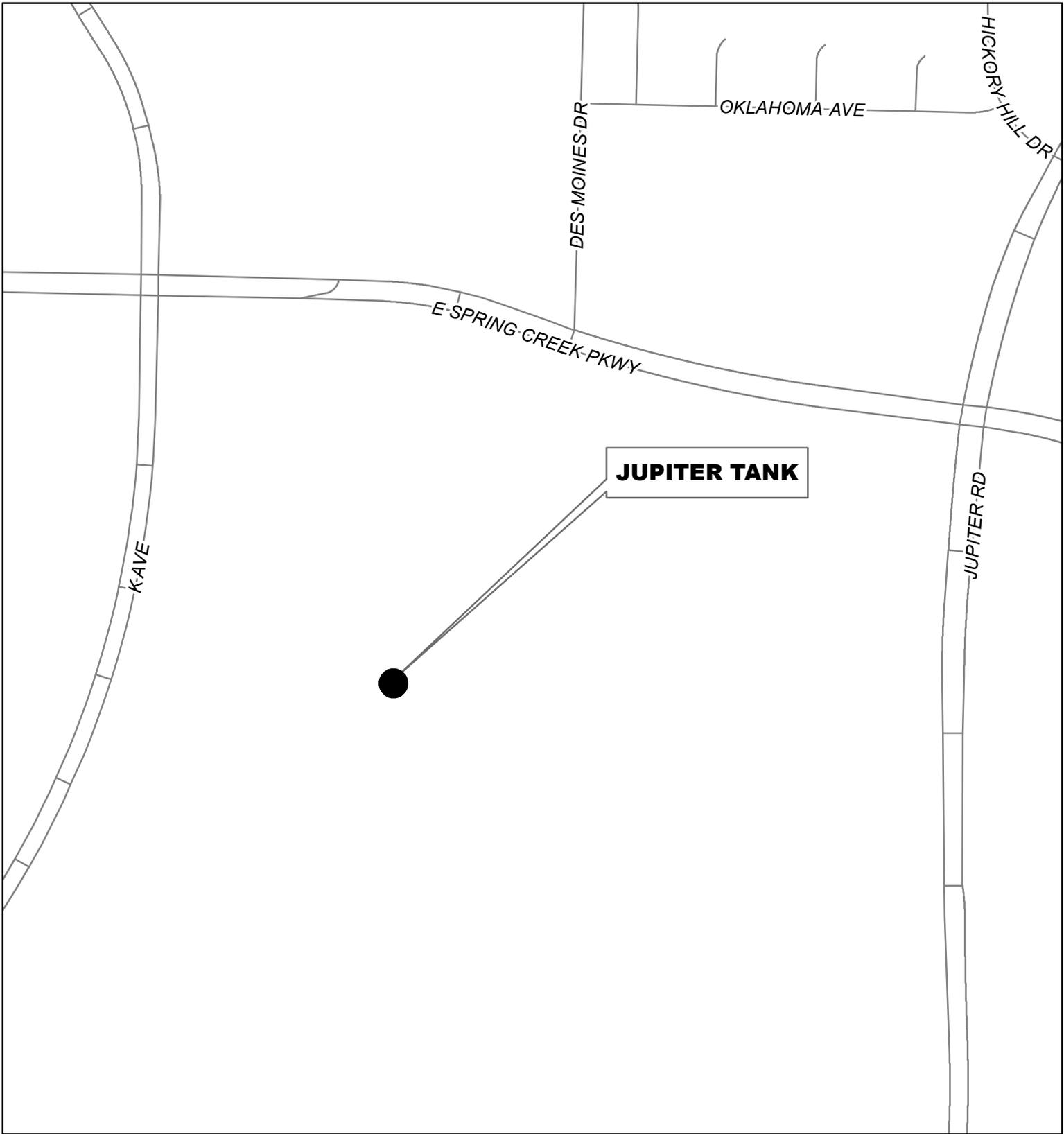
City of Plano GIS Division  
June, 2015

# Jupiter and Coit Elevated Tanks Project No. 6341 1 of 2

● Water Tank Location

## Project Location



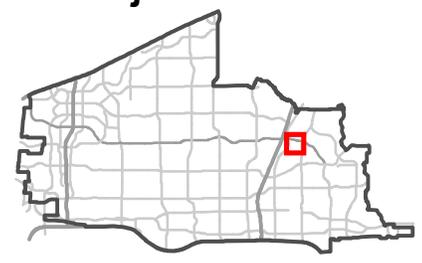


City of Plano GIS Division  
June, 2015

# Jupiter and Coit Elevated Tanks Project No. 6341 2 of 2

● Water Tank Location

## Project Location



georgetown:\Projects\Engineering\Locator\Maps\06-10-2015\_Elevated Water Tanks\Jupiter Water Tank.mxd

## CHANGE ORDER NO. 1

**JUPITER AND COIT ELEVATED TANKS  
PROJECT NO. 6341  
PURCHASE ORDER NO. 104760  
CIP NO. 68314  
CSP #2014-330-B**

### A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into between the **CITY OF PLANO, TEXAS**, and J. R. Stelzer Company of Lincoln, Nebraska, for construction of the **Jupiter and Coit Elevated Tank** project, dated **October 13, 2014**.

### B. DESCRIPTION OF CHANGE

- Coit Elevated Tank Exterior Repairs

This change order adds additional communication additions to the tank structure for City-Wide Communications. The additions include adding three antenna mounts on the roof of the tank, four inch diameter opening at the base of the fluted column for conductors to pass from outside to inside the tank support structure, tabs to attached conductors from ground level to the roof of the tank and deleting the original work to cable support the existing antenna which is being replaced by a designed roof mount for the specific communication antenna.

During the brush blast of the exterior top coat, the prime coat in many areas of the tank was removed. Also, during the process of the cleaning many cracks were discovered in the coating. This change covers increasing the blasting effort to achieve a commercial blast on the steel surfaces and applying a zinc prime coat to the system. The zinc is Tnemec Series 94 applied at 2.0 dry film thickness.

- Jupiter Elevated Tank Exterior Roof Repaint

During the process of the 5,000 psi water blast to remove the top coat on the Jupiter Tank, the remaining top coat not removed reacted with curled edges. A second 5,000 psi water blast was completed and the same result occurred. A larger water blast machine was brought to the site and 16,000 psi was applied to provide a surface that was acceptable to coat. The cost for the larger equipment and subcontractor to complete the 16,000 psi blast is included.

After completion of the exterior roof repairs, the contractor entered the interior of the tank to complete the sample port portion of the project and corrosion was observed on the interior ceiling of the tank. The tank was rigged and the extent of the corrosion determined. Contractor sand blasted the corroded areas and coated. This work lasted two weeks.

CHANGE ORDER NO. 1  
 Jupiter & Coit Elevated Tanks  
 Project No. 6341

C. EFFECT OF CHANGE ON CONTRACT AMOUNT

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

Item No.	Item Description	Original Quantity	Quantity This C.O.	Revised Quantity	Unit	Unit Price	Amount of Change
101b	Exterior Blasting of Coit Tank to Commerical Blast	0	1	1	L.S.	\$ 54,000.00	\$ 54,000.00
103b	Add Zinc Prime Coat to Exterior Coating of Coit Tank	0	1	1	L.S.	\$ 43,000.00	\$ 43,000.00
119	Antenna Mast Support	1	(1)	0	L.S.	\$ 4,800.00	\$ (4,800.00)
121	Communication Antenna Additions	0	1	1	L.S.	\$ 6,300.00	\$ 6,300.00
208	Jupiter Tank Interior Repairs	0	1	1	L.S.	\$ 45,000.00	\$ 45,000.00
209	Jupiter Tank 16,000 psi Water Blast	0	1	1	L.S.	\$ 12,000.00	\$ 12,000.00
<b>Total:</b>							<b>\$ 155,500.00</b>

		<u>Percent Increase</u>
Original Contract Amount:	\$ 876,763.00	
Amount, Change Order No. 1	<u>\$ 155,500.00</u>	<u>17.74%</u>
<b>Revised Contract Amount:</b>	<b>\$ 1,032,263.00</b>	
<b>Total Percent Increase, including Previous Change Orders:</b>		<b>17.74%</b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will establish a completion date of June 12, 2015 for painting, and an overall completion date for all work of July 24, 2015.

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **J. R. Stelzer Company**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated **October 13, 2014**.

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.

**CITY OF PLANO**  
\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
(signature)

Name: Bruce D. Glasscock  
(please print)

Title: City Manager  
(please print)

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

**J. R. STELZER COMPANY**  
\_\_\_\_\_  
Contractor

By: *Jim R. Stelzer*  
(signature)

Name: Jim Stelzer  
(please print)

Title: President  
(please print)

Date: May 8, 2015

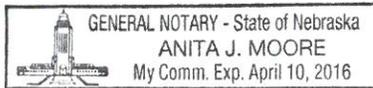
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF NEBRASKA: §**  
**§**  
**COUNTY OF LANCASTER: §**

This instrument was acknowledged before me on the 8th day of May, 2015, by **J. R. STELZER COMPANY, A NEBRASKA COMPANY** licensed to do business in the State of Texas, on behalf of said corporation.



*Anita J. Moore*  
\_\_\_\_\_  
Notary Public, State of Nebraska

**STATE OF TEXAS: §**  
**§**  
**COUNTY OF COLLIN: §**

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

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/2015		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
<b>CAPTION</b>				
To ratify an expenditure in the amount of \$67,759 and approve an additional expenditure in the amount of \$22,241 for a total estimated expenditure of \$90,000, for the purchase of storm water hauling for the Public Works Department from L.H. Chaney Materials, Inc., authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	295,715	
Encumbered/Expended Amount		0	-175,093	0
This Item		0	-90,000	0
BALANCE		0	30,622	0
FUND(s): <b>GENERAL FUND</b>				
<b>COMMENTS:</b> This item approves and amends price quotes for emergency storm water hauling. The estimated expenditure for emergency storm water hauling to be purchased from this contract for the remainder of FY 2014-15 is \$90,000.				
<b>STRATEGIC PLAN GOAL:</b> Contracts for emergency storm water hauling relates to the strategic goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memo. This is a necessary procurement to preserve or protect the public health or safety of the municipality's residents. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				



# Memorandum

**Date:** June 3, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Robert Smouse, Environmental Waste Services Manager

**Subject:** Ratification of expenditures and increase estimated expenditures of Contract 2015-217-X

The Compost Operations and Marketing division administratively awarded a 12 month contract for emergency stormwater hauling with L.H. Chaney Materials for \$40,000. These services are needed to address the significant and unforeseen levels of stormwater generated on the compost site. Due to the unforeseen rain events occurring in the past two months, to date we have incurred a total expenditure of \$67,758.75 and exceeding the initial contract level. Therefore, we are seeking your approval in ratifying the excess expenditure above \$50,000. In addition, since future rain events are out of our control, we are seeking your approval to increase the estimated total expenditures to \$90,000 for Fiscal Year 2014-15.

If Council does not award this contract, the retention pond overflow will reach the creek behind the regional compost facility pad site and significant fines from TCEQ could result.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/15		
Department:		Engineering		
Department Head:		Jack Carr		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6245
<b>CAPTION</b>				
To correct an administrative error to increase an existing contract by an additional amount of \$350,000 for a contingency allowance; and authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	262,098	6,437,902	0	<b>6,700,000</b>
Encumbered/Expended Amount	-262,098	-5,927,651	0	<b>-6,189,749</b>
This Item	0	-350,000	0	<b>-350,000</b>
<b>BALANCE</b>	<b>0</b>	<b>160,251</b>	<b>0</b>	<b>160,251</b>
<b>FUND(S): FIRE &amp; PUBLIC SAFETY FACILITIES CIP</b>				
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Fire &amp; Public Safety Facilities CIP for this item. The additional contingency allowance, in the amount of \$350,000, will leave a current year balance of \$160,251 available for future expenditures related to Fire or Public Safety Facilities.</p> <p><b>STRATEGIC PLAN GOAL:</b> Adding a contingency allowance to address unforeseen conditions when renovating Fire &amp; Public Safety Facilities relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
City Council originally awarded this proposal on April 13, 2015, City of Plano CSP No. 2015-58-B, Fire Stations 2, 6 and Police Substation 802 Renovations. Please see attached memo for this change.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo dated 6/16/15		N/A		



# Memorandum

**Date:** June 16, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Jim Razinha, Facilities Manager

**Subject:** Request for Correction of Administrative Error Increasing an Awarded Contract

City Council awarded CSP 2015-58-B for Fire Station 2 and 6, PD 802 Renovations to Thos. S. Byrne, Ltd. in the amount of \$5,400,000 on April 13, 2015. After award, Byrne discovered that they had failed to include a required contingency allowance of \$350,000 for potential unforeseen conditions due to the renovations of existing facilities in their proposed price. They notified us of their error on June 4<sup>th</sup>, 2015.

Facilities staff reviewed the pricing with Purchasing and determined that with the technical evaluation scoring of their proposal and the revised proposal amount, Thos. S. Byrne, Ltd. would still be the recommended vendor. We recommend increasing the contract amount by \$350,000 to \$5,750,000.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/22/15			
Department:		Engineering			
Department Head		Jack Carr, PE			
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s): N/A</b>					
<p>This agenda item would approve an Interlocal Agreement between Collin County and the City of Plano to share the costs associated with the Dublin Road resurfacing project, with Collin County reimbursing Plano for 18% of the project's total cost. The current estimate for the reimbursement is approximately \$34,200.</p> <p>STRATEGIC PLAN GOAL: Agreeing with Collin County to share the cost of street improvement projects relates to the City's goal of Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
Please see attached memo.					
List of Supporting Documents: Location Map; Memo from Staff; Resolution; ILA-Dublin Road Resurface Plano-County			Other Departments, Boards, Commissions or Agencies: N/A		



# Memorandum

**TO:** Bruce Glasscock, City Manager  
**THRU:** Frank Turner, Deputy City Manager  
**FROM:** Jack Carr, P.E., Director of Engineering  
**DATE:** June 9, 2015  
**SUBJECT:** ILA Related to Maintenance of Dublin Road along the Plano City Limits Boundary Adjustment Agreements with the Cities of Murphy and Parker

---

## **SUMMARY OF AGENDA ITEMS:**

Three agenda items related to Dublin Road are on the agenda for the June 22, 2015 meeting:

### Boundary Agreement with Parker

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Parker's jurisdiction to reduce the confusion regarding the responsibility for enforcement of traffic laws and other municipal functions.

### Boundary Agreement with Murphy

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Murphy's jurisdiction. It will also result in the annexation by Murphy of the remaining portion of Dublin Road south of Parker. Though this agreement the City of Plano will accept the responsibility for the resurfacing of Dublin Road adjacent to Murphy. The City of Murphy will be responsible for the enforcement of traffic laws and all future municipal functions.

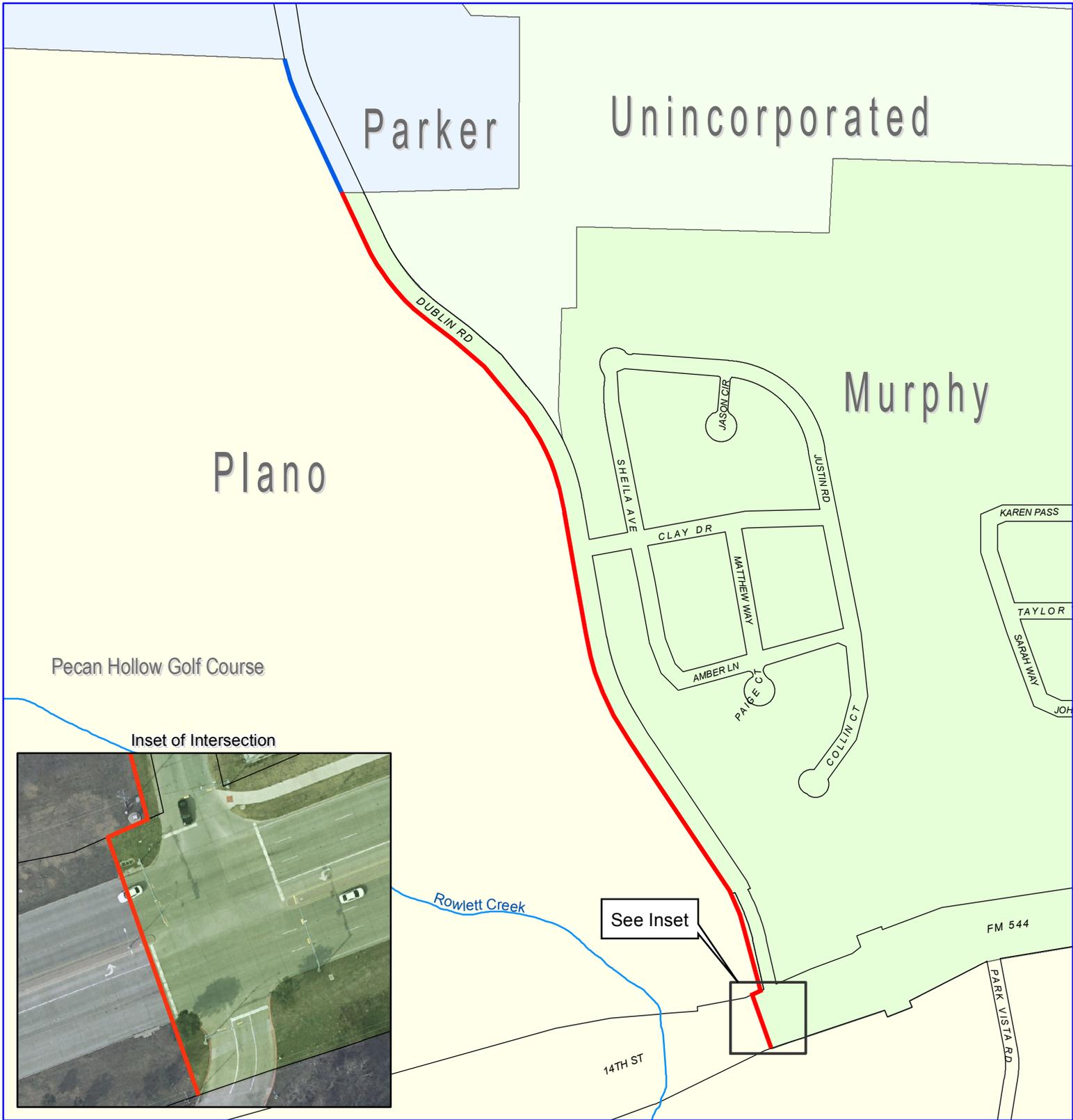
### Interlocal Agreement with Collin County

The terms of this Interlocal Agreement provide for the City of Plano to pay for the west half of the road resurfacing plus pay for Murphy's portion (32%). The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

## **BACKGROUND INFORMATION:**

- Earlier this year, I was forwarded a copy of an email that was sent to political entities with potential responsibility for repairing Dublin Road north of FM 544. Apparently, the citizen encountered a significant amount of confusion regarding the responsibility for maintenance.

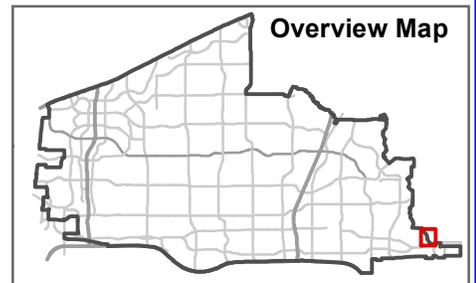
- While investigating this situation, my concern over the responsibility of other municipal services along Dublin increased. If there is confusion regarding the responsibility for the maintenance of the roadway, there is likely confusion regarding other services (e.g. police, fire, etc.)
- It is normally not a good idea to have a city boundary located within a roadway; therefore, I contacted the Murphy City Manager and the Parker City Administrator to initiate discussions regarding boundary agreements with their respective cities. We discussed my recommendation to move the city limits to one side of Dublin. Since both Murphy and Parker have citizens that use Dublin to access their homes (and Plano does not), all parties agreed to recommend to their respective Councils to move the city boundary to the west right-of-way line of Dublin Road.
- The portion of Dublin Road along Parker is in good condition. Collin County is adjacent to 18% of the total frontage and Murphy is adjacent to 32% of the total frontage. Plano is adjacent to the entire west side. The cost to resurface the remaining portion of Dublin Road is estimated to be \$190,000. The resurfacing project is currently scheduled to be considered for award on July 27, 2015.



# EXHIBIT A

## Parker - Plano Murphy - Plano Boundary Agreements

- Parker - Plano Boundary
- Murphy - Plano Boundary



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



0 240 480  
Scale in Feet

Original: 1" = 400'



**DISCLAIMER:** This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that 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.

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented an Interlocal Agreement (“Agreement”) by and between the City of Plano, Texas (“Plano”) and the County of Collin, Texas (“the County”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, Plano and the County desire to enter into this Agreement concerning the asphalt resurfacing of Dublin Road from the City of Parker (“Parker”) city limits to FM 544, a distance of approximately 3000 feet, in and adjacent to Plano and the City of Murphy, Texas (“Murphy”); and

**WHEREAS**, Plano and Murphy have entered into a separate agreement that apportions the Murphy share of the cost of resurfacing to be paid by Plano; and

**WHEREAS**, the County and Cities have determined that the improvements may be constructed most economically by implementing this Agreement; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE ASPHALT SURFACING OF DUBLIN ROAD  
FROM THE PARKER CITY LIMITS TO FM 544**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the City of Plano, Texas, a Texas home-rule municipality (hereinafter referred to as "Plano"), and the County of Collin, Texas, (hereinafter referred to as "the County").

**WHEREAS**, the Interlocal Cooperation Act authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, Plano and the County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically section 791.011 regarding contracts to perform governmental functions and services; and

**WHEREAS**, Plano and the County enter into this Agreement concerning the asphalt resurfacing of Dublin Road from the City of Parker City Limits ("Parker") to FM 544, a distance of approximately 3000 feet, in and adjacent to Plano and the City of Murphy, Texas ("Murphy"); and

**WHEREAS**, Plano and Murphy have entered into a separate agreement that apportions the Murphy share of the cost of resurfacing to be paid by Plano; and

**WHEREAS**, the County and Cities have determined that the improvements may be constructed most economically by implementing this Agreement; and

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plano and the County agree as follows:

**ARTICLE I.**

Plano shall arrange the asphalt surfacing for Dublin Road from Parker City Limits to FM 544, a distance of approximately 3000 feet, hereinafter called "Project". All improvements shall be constructed to meet or exceed the current Collin County standards.

**ARTICLE II.**

Plano shall coordinate the purchase of materials and all construction activity required for the completion of this project.

**ARTICLE III.**

No right-of-way is needed for this project.

**ARTICLE IV.**

The total actual cost of the project is estimated to \$190,000.00. The County agrees to fund \$34,200.00 (18%) of the resurfacing cost. The County shall remit this amount to Plano within thirty (30) days after Plano requests payment.

#### **ARTICLE V.**

If the total cost to construct the Project is different from the amount estimated in SECTION 4 above, Plano and the County shall share the excess costs in the same percentage.

#### **ARTICLE VI.**

Plano and the County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### **ARTICLE VII.**

**INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

#### **ARTICLE VIII.**

**VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

#### **ARTICLE IX.**

**SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### **ARTICLE X.**

**ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

#### **ARTICLE XI.**

**SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

**ARTICLE XII.**

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE XIII.**

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

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

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_\_ date of \_\_\_\_\_, 2015, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Lisa C. Henderson  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Bruce D. Glasscock  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Paige Mims  
Title: City Attorney  
Date: \_\_\_\_\_



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/22/2015		
Department:		Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): <b>Andrea Park x 5113</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano, to locate, place, attach, install, operate, and maintain a communications system consisting of PVC conduit equipped with copper and fiber cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager, or his designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	322	0	<b>322</b>
BALANCE	0	322	0	<b>322</b>
<b>FUND(s):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> Approval of this item will result in a one-time lump sum payment for the entire renewal term of this Agreement in the amount of \$322. This payment covers a period of ten (10) years, with an effective ratification date of February 18, 2015, and will expire in 2025.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renewals of Right of Way Use Agreements relate to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
Renewal of a previously entered agreement with Medical Center of Plano for Right-of-Way Use.				
List of Supporting Documents: Resolution, Agreement, Exhibit "A"			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano, to locate, place, attach, install, operate, and maintain a communications system consisting of PVC conduit equipped with copper and fiber cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager, or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

**DULY PASSED AND APPROVED** on this the 22nd day of June, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano ("Company").

### **RECITALS:**

**WHEREAS**, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a communications system consisting of four-inch (4") PVC conduit equipped with copper and fiber cables (hereinafter called "Structure") under 15<sup>th</sup> Street located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting two private facilities owned by Company; and

**WHEREAS**, the City and Company had previously entered into a Public Right-Of-Way Agreement dated February 18, 2005, the term of which expired after ten (10) years; and

**WHEREAS**, the City will allow Company to use the Public Rights-of-Way under the terms of this Agreement.

**NOW, THEREFORE**, the City and Company agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or

entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

- (b) *Company* shall mean Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas Limited Partnership, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean February 18, 2015.
- (e) *Execution Date* shall mean the date of execution of this Agreement by the City.
- (f) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (g) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.
- (h) *Structure* shall mean Company's communications system consisting of conduit and fiber located under Commerce Street in Plano, Collin County, Texas.

## 2. **Grant of Rights.**

### 2.1 **General Use of Public Rights-of-Way.**

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the

City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real

property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

### 3. Term.

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as

the parties may then agree. Any use of the Public Right-of-Way occurring after the Effective Date but prior to the Execution Date of this Agreement is hereby in all respects fully ratified by the parties as if at all time occurring under, and bound by, the terms of this Agreement. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. **Fees and Payments.**

4.1 **Public Right-of-Way Use Fee.** On the Execution Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of Three Hundred Twenty-Two Dollars (\$322.00), which represents (i) ONE DOLLAR FIFTY CENTS (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) Two Hundred Dollars (\$200.00) per public street crossing for a term of ten (10) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 **Other Payments.** In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 **Interest.** All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

5. **Use of Public Rights-of-Way**

5.1 **Construction and Maintenance.** In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 **Work by Others; Alterations Required if Needed to Conform with Public Improvements.** The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except to the extent provided under the Texas Tort Claims Act. Nothing

herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

## 6. **Miscellaneous Obligations of Company.**

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way. If Company has not removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of

and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10 days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

**7. Indemnification and Insurance.**

**7.1 Disclaimer of Liability. EXCEPT TO THE EXTENT PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.**

**7.2 Indemnification.** Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and against any and all liability, cost and expense, including attorney's fees for loss of or damage to the

City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City.

**7.3 Assumption of Risk. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY-CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE.**

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. **Termination.** This Agreement shall terminate:

A. at the end of the term provided for in Section 3 above;

B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof;

C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults.**

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an “Event of Default” under this Agreement:

9.1 **Failure to Pay Right-of-Way Use Fees.** An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 **Breach.** An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 **Violations of the Law.** An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. **Uncured Defaults and Remedies.**

10.1 **Notice of Default and Opportunity to Cure.** If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30)

calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain any, Right-of-Way Use Fees and any other payments due up to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. **Assignment of Agreement.**

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

12. **Notices.**

12.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

*If to the City:*

**City of Plano**

Attn: Intergovernmental Relations  
P.O. Box 860358  
1520 Avenue K, Suite 320  
Plano, TX 75086-0358  
Fax Number (972) 423-9587

With a copy to:

**City of Plano**

Attn: City Attorney  
P.O. Box 860358  
1520 Avenue K, Suite 340  
Plano, TX 75086-0358  
Fax Number (972) 424-0099

*If to Company:*

**Medical Center of Plano**

Attn: Director of Information Services  
3901 W. 15<sup>th</sup> St  
Plano, TX 75075  
Fax Number (214) 473-7836

12.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

13. **No Waiver.**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. **Miscellaneous Provisions.**

14.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

14.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

14.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

14.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

14.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right,

power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

14.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

14.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

14.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

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

**LICENSOR:**  
**CITY OF PLANO, TEXAS,**  
A Home Rule Municipal Corporation

By Authority of Resolution  
No. \_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

APPROVED AS TO FORM:

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

**LICENSEE:**  
**Columbia Medical Center of Plano**  
**Subsidiary, L.P., a Texas Limited**  
**Partnership, d/b/a Medical Center of Plano**

 5-18-15  
\_\_\_\_\_  
*Signature and Date*

By: Melissa McLeroy  
Title: Chief Financial Officer

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 18th day of May, 2015, by **Melissa McLeroy**, Chief Financial Officer of Columbia Medical Center of Plano Subsidiary, L.P., a Texas limited partnership, d/b/a **Medical Center of Plano**, on behalf of said company.

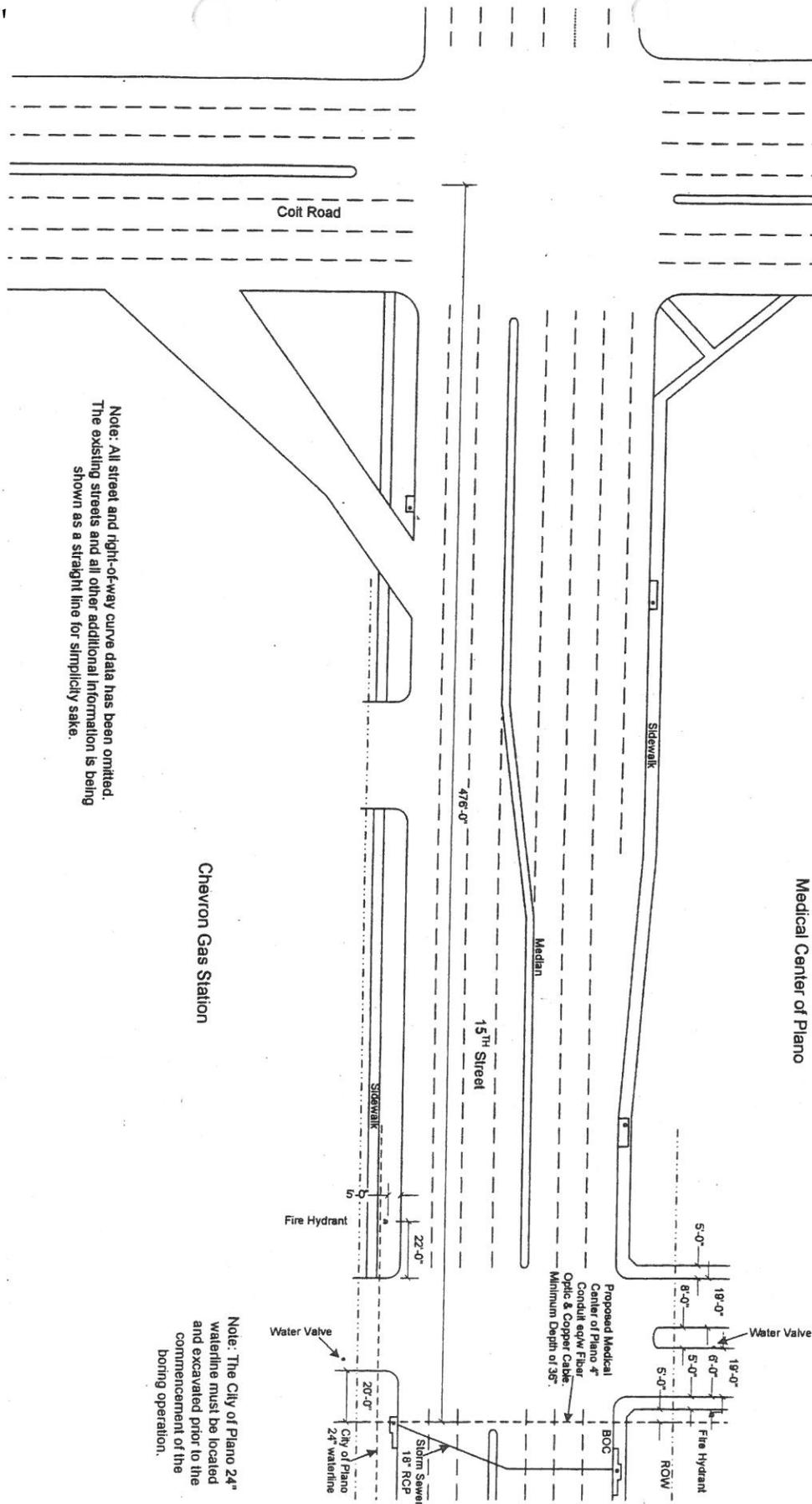
Sharon Purifoy  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas



## Exhibit "A"

(See attachments)

# Exhibit "A"



Note: All street and right-of-way curve data has been omitted. The existing streets and all other additional information is being shown as a straight line for simplicity sake.

Note: The City of Plano 24" waterline must be located and excavated prior to the commencement of the boring operation.

Scale: Hor 1" = 40'

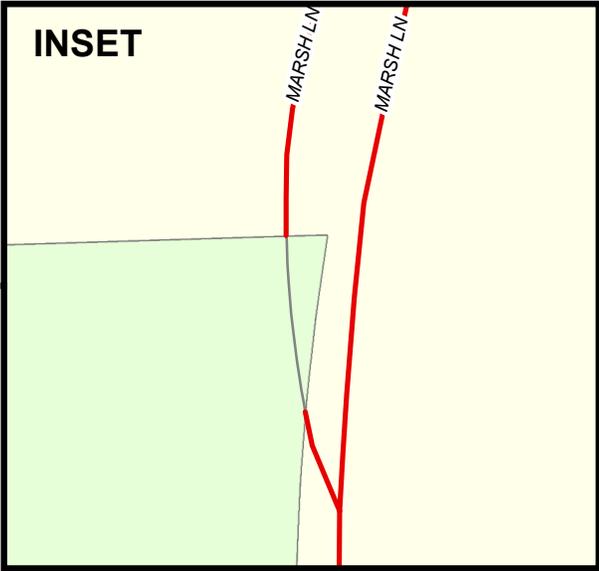
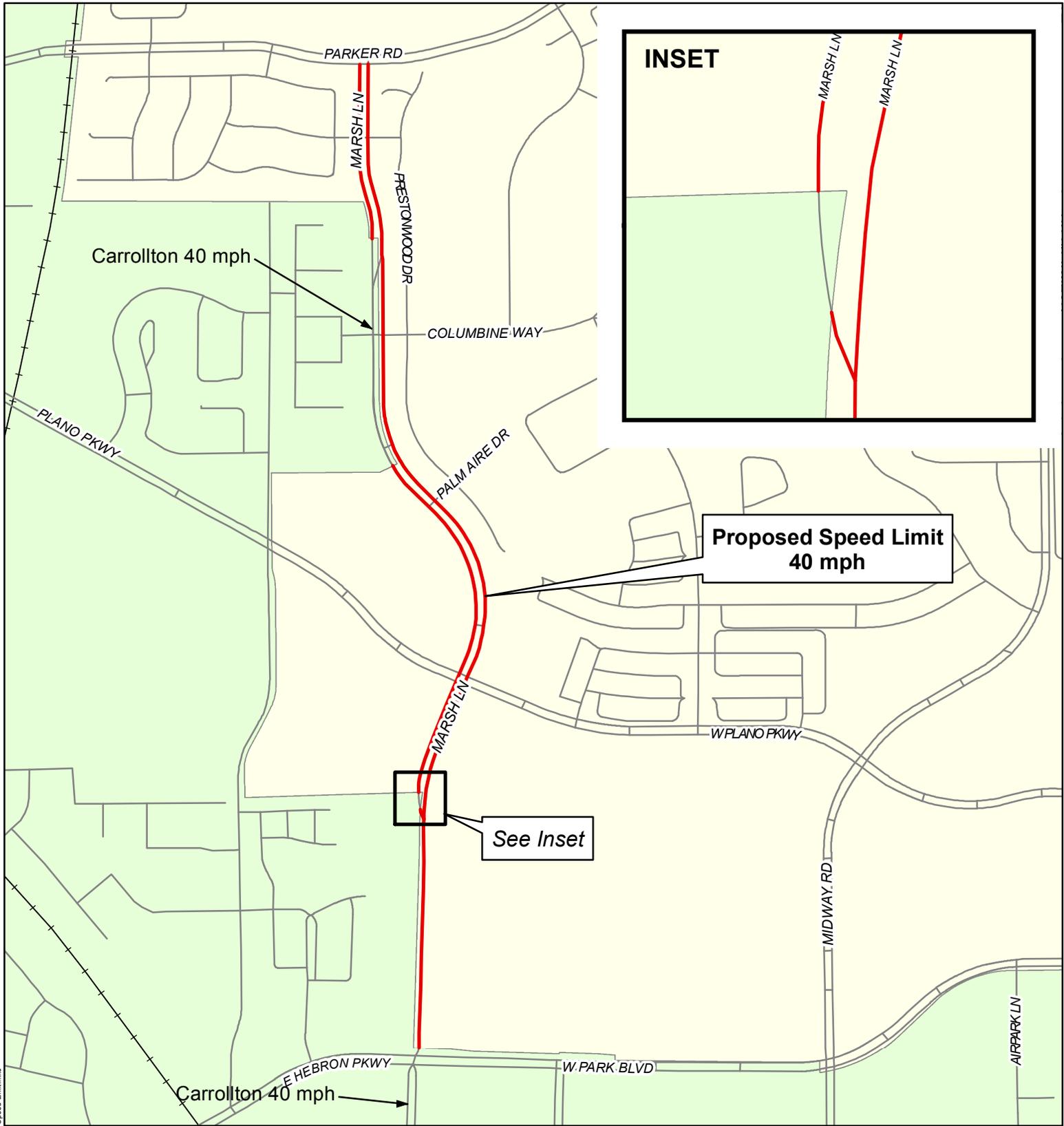


DESIGNER:	DANIEL BELSER		
DATE:	11/26/04	REVIEWED:	
PAGE:	1 of 1	FILENAME:	Medical Center of Plano - 15th Street Crossing

DESCRIPTION: Place a 4" PVC conduit to be equipped with fiber optic and copper cable across the right-of-way of 15th Street for Medical Center of Plano.

**DB DESIGN SOLUTIONS,**  
 P.O. BOX 296030 LEWISVILLE, TX 75029  
 OFFICE 972-434-5100 FAX 972-221-1222

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/22/15			
Department:	Engineering				
Department Head	Jack Carr, PE				
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, amending 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 limit for motor vehicles operating on Marsh Lane 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.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S): GENERAL FUND</b>					
<p>COMMENTS: This item will alter the amount of revenue received by fines; however, at this time the additional or reduced amount of traffic fines to be collected is undeterminable.</p> <p>STRATEGIC PLAN GOAL: Setting appropriate speed limits on Plano city streets relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Traffic Engineering Division has re-evaluated the current 30 mile per hour (MPH) speed limit on Marsh Lane. Marsh Lane is a four-lane divided street between Parker Road and Plano Parkway where it transitions into a two-lane undivided facility as it enters the City of Carrollton. The City of Carrollton has plans to reconstruct the two-lane section of Marsh Lane to a four-lane divided road, but no timetable for these improvements has been set. The section of road located within the City of Carrollton is posted 40 MPH.</p> <p>Based on studies performed by the Traffic Engineering Division, the proposed Ordinance amends the speed limit on the City of Plano portion of Marsh Lane between Parker Road and Hebron Parkway/Park Boulevard from 30 MPH to 40 MPH. The Traffic Engineering Division has prepared the attached Ordinance for City Council consideration and recommends approval of the Ordinance.</p> <p><a href="https://www.google.com/maps/place/W+Parker+Rd+%26+Marsh+Ln,+Plano,+TX+75093/@33.0369179,-96.8533576,15z/data=!4m2!3m1!1s0x864c24945a9e092d:0xe26a99092a40627f">https://www.google.com/maps/place/W+Parker+Rd+%26+Marsh+Ln,+Plano,+TX+75093/@33.0369179,-96.8533576,15z/data=!4m2!3m1!1s0x864c24945a9e092d:0xe26a99092a40627f</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Location Map			N/A		
Ordinance					



**Proposed Speed Limit  
40 mph**

**See Inset**

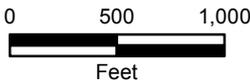
Carrollton 40 mph

Carrollton 40 mph

## Marsh Lane Speed Limit Map

- Proposed 40 mph
- Plano City Limits
- Other Jurisdiction

### Overview Map



City of Plano GIS Division  
June, 2015

**An Ordinance of the City of Plano, Texas, amending 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 limit for motor vehicles operating on Marsh Lane 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.**

**WHEREAS**, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

**WHEREAS**, traffic and engineering studies of Marsh Lane have been completed, and the City Council is of the opinion that the speed limit applicable to certain portions of this roadway should be altered.

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

**Section I.** The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speed now set forth.

**Section II.** Section 12-74(b) of the City of Plano Code of Ordinances is hereby amended by the adding of the following subsection, which subsection reads as follows:

“Marsh Lane:

- (1) Forty (40) miles per hour along and upon southbound Marsh Lane from its intersection with Parker Road to the city limit line, one thousand one hundred eighty (1,180) feet south of its intersection with Parker Road.
- (2) Forty (40) miles per hour along and upon southbound Marsh Lane from the city limit line, three hundred fifty (350) feet north of its intersection with Palm Aire Drive, to the city limit line, seven hundred ninety (790) feet south of its intersection with Plano Parkway.
- (3) Forty (40) miles per hour along and upon southbound Marsh Lane from the city limit line, nine hundred fifty (950) feet south of its intersection with Plano Parkway, to the city limit line, thirty-five (35) feet north of its intersection with Hebron Parkway.
- (4) Forty (40) miles per hour along and upon the northbound lanes of Marsh Lane from the city limit line, thirty-five (35) feet north of its intersection with Hebron Parkway to its intersection with Parker Road.”

**Section III.** The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

**Section IV.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an Ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. 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 full effect.

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

**Section VI.** Any violation of the provisions or terms of this Ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**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 discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

**Section VIII.** This Ordinance shall become effective immediately upon its passage, publication as required by law and after all necessary signs have been installed.

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of June 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/22/15			
Department:		Engineering			
Department Head		Jack Carr, PE			
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager, or his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s): N/A</b>					
<p>COMMENTS: This item will adjust the location of the mutual boundary between Murphy and Plano and place the entire right-of-way of Dublin Road within the jurisdiction of the City of Murphy. This boundary adjustment will shift the cost of future municipal services to the City of Murphy.</p> <p>STRATEGIC PLAN GOAL: Boundary adjustments for the jurisdiction of right-of-way responsibility relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Please see attached memo.					
List of Supporting Documents: Location Map; Memo from Staff; Ordinance; Boundary Agreement; Exhibit A			Other Departments, Boards, Commissions or Agencies: N/A		



# Memorandum

**TO:** Bruce Glasscock, City Manager  
**THRU:** Frank Turner, Deputy City Manager  
**FROM:** Jack Carr, P.E., Director of Engineering  
**DATE:** June 9, 2015  
**SUBJECT:** ILA Related to Maintenance of Dublin Road along the Plano City Limits Boundary Adjustment Agreements with the Cities of Murphy and Parker

---

## **SUMMARY OF AGENDA ITEMS:**

Three agenda items related to Dublin Road are on the agenda for the June 22, 2015 meeting:

### Boundary Agreement with Parker

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Parker's jurisdiction to reduce the confusion regarding the responsibility for enforcement of traffic laws and other municipal functions.

### Boundary Agreement with Murphy

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Murphy's jurisdiction. It will also result in the annexation by Murphy of the remaining portion of Dublin Road south of Parker. Though this agreement the City of Plano will accept the responsibility for the resurfacing of Dublin Road adjacent to Murphy. The City of Murphy will be responsible for the enforcement of traffic laws and all future municipal functions.

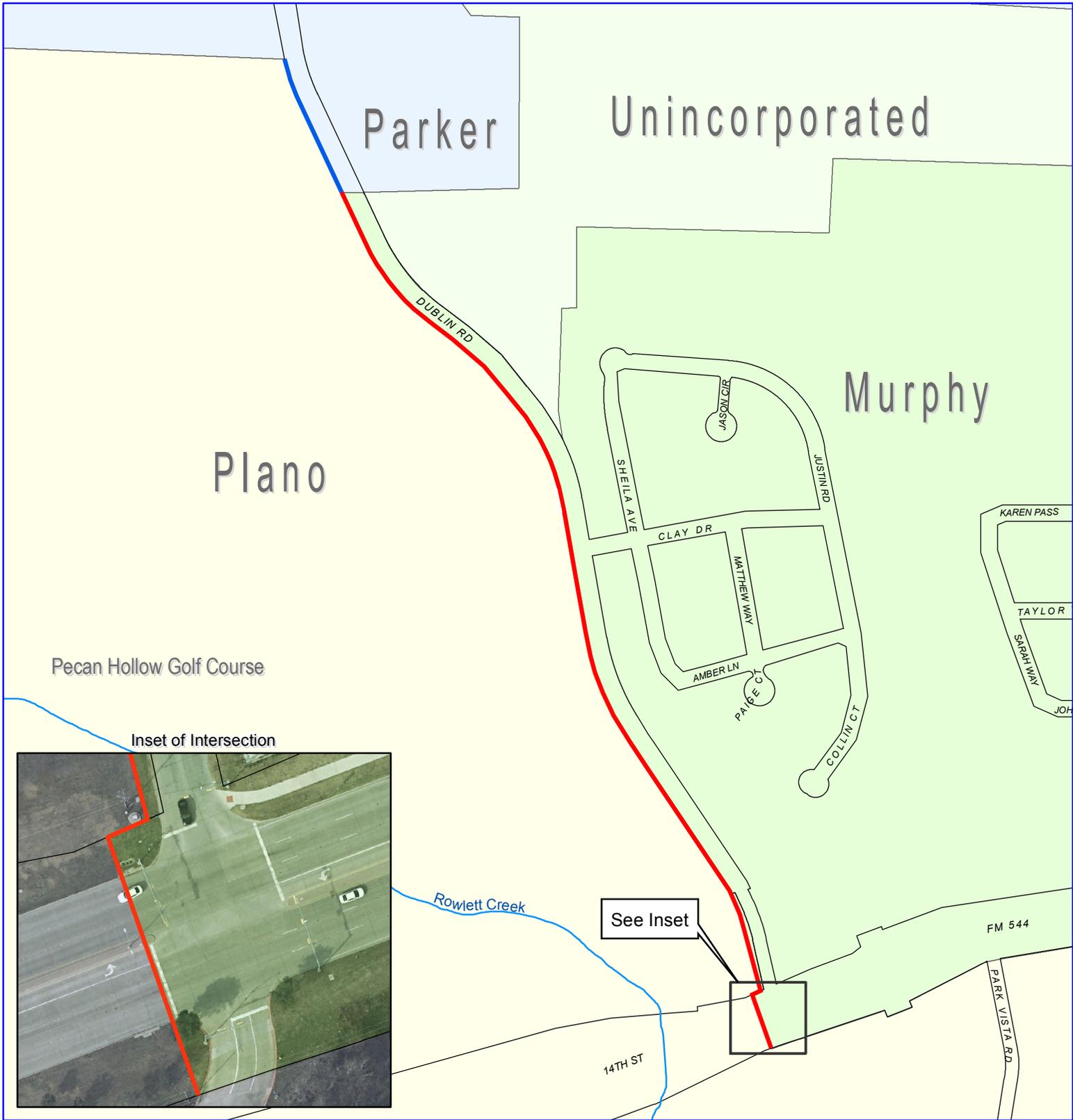
### Interlocal Agreement with Collin County

The terms of this Interlocal Agreement provide for the City of Plano to pay for the west half of the road resurfacing plus pay for Murphy's portion (32%). The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

## **BACKGROUND INFORMATION:**

- Earlier this year, I was forwarded a copy of an email that was sent to political entities with potential responsibility for repairing Dublin Road north of FM 544. Apparently, the citizen encountered a significant amount of confusion regarding the responsibility for maintenance.

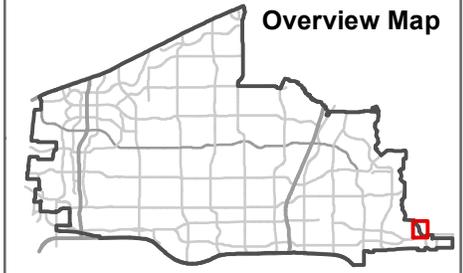
- While investigating this situation, my concern over the responsibility of other municipal services along Dublin increased. If there is confusion regarding the responsibility for the maintenance of the roadway, there is likely confusion regarding other services (e.g. police, fire, etc.)
- It is normally not a good idea to have a city boundary located within a roadway; therefore, I contacted the Murphy City Manager and the Parker City Administrator to initiate discussions regarding boundary agreements with their respective cities. We discussed my recommendation to move the city limits to one side of Dublin. Since both Murphy and Parker have citizens that use Dublin to access their homes (and Plano does not), all parties agreed to recommend to their respective Councils to move the city boundary to the west right-of-way line of Dublin Road.
- The portion of Dublin Road along Parker is in good condition. Collin County is adjacent to 18% of the total frontage and Murphy is adjacent to 32% of the total frontage. Plano is adjacent to the entire west side. The cost to resurface the remaining portion of Dublin Road is estimated to be \$190,000. The resurfacing project is currently scheduled to be considered for award on July 27, 2015.



# EXHIBIT A

## Parker - Plano Murphy - Plano Boundary Agreements

- Parker - Plano Boundary
- Murphy - Plano Boundary



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

Scale in Feet  
Original: 1" = 400'



**DISCLAIMER:** This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that 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.

**An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas establishing a mutual boundary along the west right-of-way line of Dublin Road, in the manner described in and attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of June 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## **BOUNDARY ADJUSTMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Murphy, Texas, hereinafter referred to as "Murphy" and the City of Plano, Texas, hereinafter referred to as "Plano."

**WHEREAS**, the resurfacing of Dublin Road south of the Parker city limits will be completed by Plano; and

**WHEREAS**, the city boundary of Murphy is in part contiguous with the city boundary of Plano and is in a location that creates confusion regarding the administration of municipal services; and

**WHEREAS**, Murphy and Plano agree that it is in the best interest of both cities to adjust the city boundary to a location where all of Dublin Road, adjacent to Plano, is located within the corporate limits of Murphy; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, representatives of Murphy and Plano agree to relocate their mutual ultimate boundary to follow the west right-of-way line of Dublin Road.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Murphy and Plano agree as follows:

### **SECTION I. Statement of Intent**

It is the intent of Murphy and Plano to modify their mutual ultimate boundary to follow the west right-of-way line of Dublin Road. With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road beginning at the city limits of the City of Parker and extending to the current Murphy city limits on the south side of FM 544 as described in and attached to and made a part of this Agreement as Exhibit "A".

### **SECTION II. Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Murphy, land that is less than 1,000 feet in width and contained within the right-of-way of Dublin Road.

### **SECTION III. Waiver of Extraterritorial Jurisdiction**

Plano does hereby waive its extraterritorial jurisdiction located within the right-of-way of Dublin Road, as established in Exhibit "A".

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

**SECTION IV.  
Costs Associated with Dublin Road**

Plano does hereby agree to provide funds for the resurfacing of Dublin Road to be completed in 2015 under contract with Collin County. All future costs associated with the section of Dublin Road located between the two cities will be the sole responsibility of the City of Murphy.

**SECTION V.  
Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION VI.  
Effective Date**

Murphy and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM:

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

**CITY OF MURPHY, TEXAS**

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

BY: \_\_\_\_\_  
James Fisher, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Messer, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

§

**COUNTY OF COLLIN** §

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

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

**STATE OF TEXAS** §

§

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## EXHIBIT A

### Proposed Murphy-Plano Boundary

BEGINNING at a point where the south line of the Parker City Limits, extended westerly following the bearing of city limits line, intersects with the west right-of-way line of Dublin Road, said point being approximately 30 feet west of the centerline of Dublin Road;

THENCE, in a southeasterly direction following the meanderings of the west right-of-way line of Dublin Road, parallel to and 30 feet from the centerline of Dublin Road, to the south property line of Lot 1R, Block A, of the Pecan Hollow Golf Course Addition, a distance of 2483.38 feet;

THENCE, continuing in a southeasterly direction along a line parallel to and 30 feet from the centerline of Dublin Road, to the north right-of-way line of 14<sup>th</sup> Street to a point for a corner, a distance of 306 feet;

THENCE, in a southwesterly direction following the north right-of-way line of 14<sup>th</sup> Street to a point for a corner, a distance of 27.1 feet;

THENCE, in a southeasterly direction, crossing 14<sup>th</sup> Street perpendicular to the centerline of 14<sup>th</sup> Street, to the south right-of-way line of 14<sup>th</sup> Street, a distance of 171.7 feet.

### Adjustment to The Incorporated Area of Murphy

With this modification, the incorporated area of Murphy will include the entire width of right-of-way of Dublin Road, beginning at the Parker City Limits and extending to the current Murphy City Limits on the south side of FM 544, as depicted on the attached exhibit.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/22/15			
Department:		Engineering			
Department Head		Jack Carr, PE			
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Parker, Texas; authorizing the City Manager, or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s): N/A</b>					
<p>COMMENTS: This item will adjust the location of the mutual boundary between Parker and Plano and place the entire right-of-way of Dublin Road within the jurisdiction of the City of Parker. This boundary adjustment will shift the cost of future municipal services to the City of Parker.</p> <p>STRATEGIC PLAN GOAL: Boundary adjustments for jurisdiction of right-of-way responsibility relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Please see attached memo.					
List of Supporting Documents: Memo from Staff; Location Map Ordinance; Boundary Agreement; Exhibit A			Other Departments, Boards, Commissions or Agencies: N/A		



# Memorandum

**TO:** Bruce Glasscock, City Manager  
**THRU:** Frank Turner, Deputy City Manager  
**FROM:** Jack Carr, P.E., Director of Engineering  
**DATE:** June 9, 2015  
**SUBJECT:** ILA Related to Maintenance of Dublin Road along the Plano City Limits Boundary Adjustment Agreements with the Cities of Murphy and Parker

---

## **SUMMARY OF AGENDA ITEMS:**

Three agenda items related to Dublin Road are on the agenda for the June 22, 2015 meeting:

### Boundary Agreement with Parker

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Parker's jurisdiction to reduce the confusion regarding the responsibility for enforcement of traffic laws and other municipal functions.

### Boundary Agreement with Murphy

This agreement will move the City limits to the west right of way line of Dublin Road adjacent to Murphy's jurisdiction. It will also result in the annexation by Murphy of the remaining portion of Dublin Road south of Parker. Though this agreement the City of Plano will accept the responsibility for the resurfacing of Dublin Road adjacent to Murphy. The City of Murphy will be responsible for the enforcement of traffic laws and all future municipal functions.

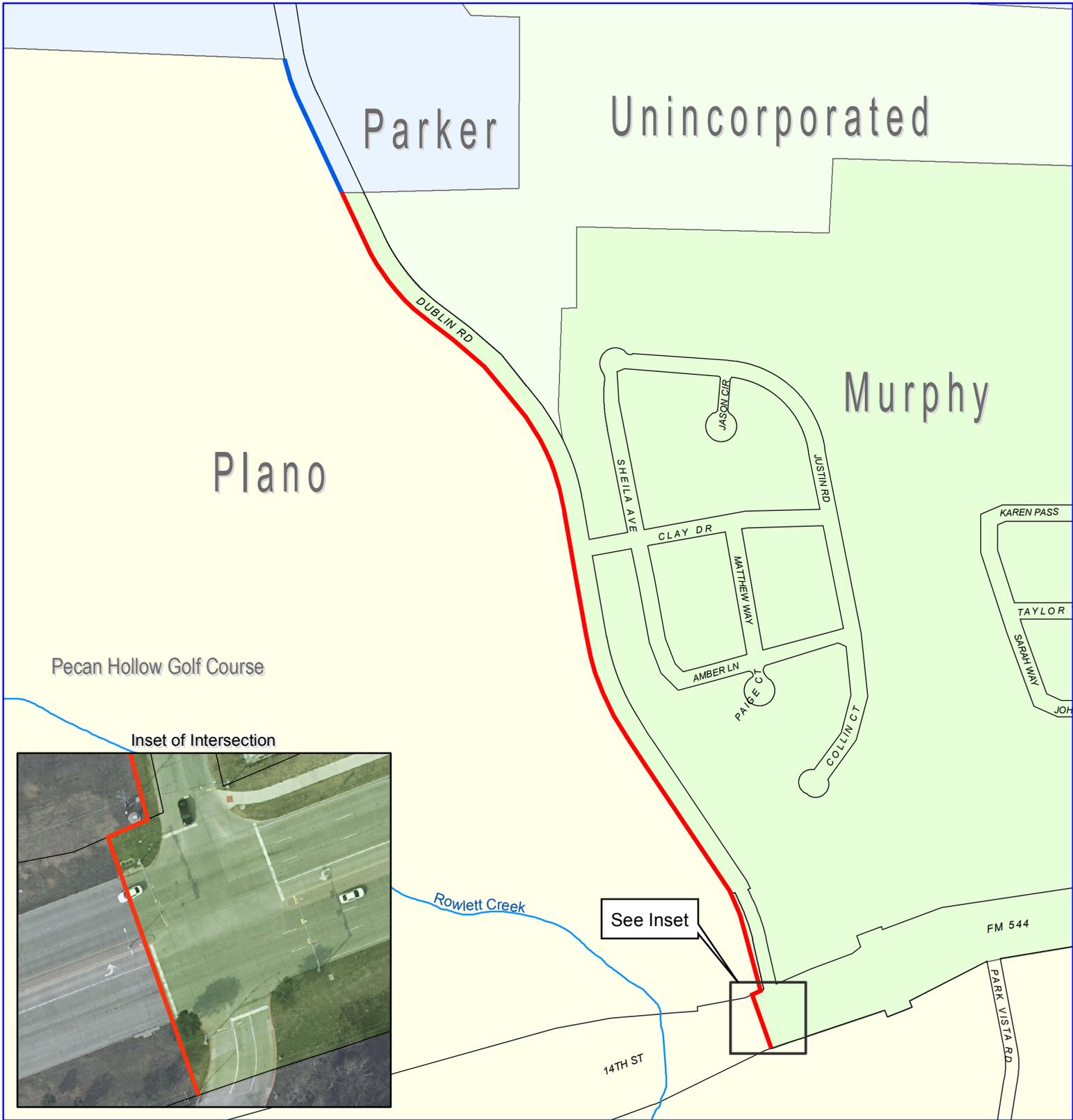
### Interlocal Agreement with Collin County

The terms of this Interlocal Agreement provide for the City of Plano to pay for the west half of the road resurfacing plus pay for Murphy's portion (32%). The resurfacing project is currently scheduled to be considered for award on July 27, 2015.

## **BACKGROUND INFORMATION:**

- Earlier this year, I was forwarded a copy of an email that was sent to political entities with potential responsibility for repairing Dublin Road north of FM 544. Apparently, the citizen encountered a significant amount of confusion regarding the responsibility for maintenance.

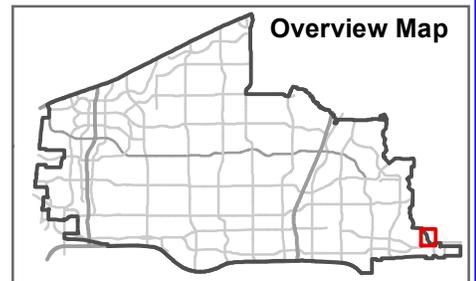
- While investigating this situation, my concern over the responsibility of other municipal services along Dublin increased. If there is confusion regarding the responsibility for the maintenance of the roadway, there is likely confusion regarding other services (e.g. police, fire, etc.)
- It is normally not a good idea to have a city boundary located within a roadway; therefore, I contacted the Murphy City Manager and the Parker City Administrator to initiate discussions regarding boundary agreements with their respective cities. We discussed my recommendation to move the city limits to one side of Dublin. Since both Murphy and Parker have citizens that use Dublin to access their homes (and Plano does not), all parties agreed to recommend to their respective Councils to move the city boundary to the west right-of-way line of Dublin Road.
- The portion of Dublin Road along Parker is in good condition. Collin County is adjacent to 18% of the total frontage and Murphy is adjacent to 32% of the total frontage. Plano is adjacent to the entire west side. The cost to resurface the remaining portion of Dublin Road is estimated to be \$190,000. The resurfacing project is currently scheduled to be considered for award on July 27, 2015.



# EXHIBIT A

## Parker - Plano Murphy - Plano Boundary Agreements

- Parker - Plano Boundary
- Murphy - Plano Boundary



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



0 240 480  
Scale in Feet

Original: 1" = 400'



**DISCLAIMER:** This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that 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.

**An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Parker, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the City of Parker, Texas establishing a mutual boundary along the west right-of-way line of Dublin Road, in the manner described in and attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, to avoid future confusion regarding the municipal responsibilities for Dublin Road, the cities of Parker and Plano have agreed it is in the best interest of both cities to adjust the boundary separating the two cities and now wish to move the city boundary to the west right-of-way line of Dublin Road; and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **BOUNDARY ADJUSTMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Parker, Texas, hereinafter referred to as "Parker" and the City of Plano, Texas, hereinafter referred to as "Plano."

**WHEREAS**, the resurfacing of Dublin Road is addressed by an agreement between Plano and Collin County, Texas, hereinafter referred to as "the County" and the resurfacing work will be completed by the County; and

**WHEREAS**, the city boundary of Parker is in part contiguous with the city boundary of Plano and is in a location that creates confusion regarding the administration of municipal services; and

**WHEREAS**, Parker and Plano agree that it is in the best interest of both cities to adjust the city boundary to a location where all of Dublin Road, adjacent to Plano, is located within the corporate limits of Parker; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, representatives of Parker and Plano agree to relocate their mutual ultimate boundary to follow the west right-of-way line of Dublin Road.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Parker and Plano agree as follows:

### **SECTION I. Statement of Intent**

It is the intent of Parker and Plano to modify their mutual ultimate boundary to follow the west right-of-way line of Dublin Road, in the manner described in and attached to and made a part of this Agreement as Exhibit "A".

### **SECTION II. Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Parker, land that is less than 1,000 feet in width and contained within the right-of-way of Dublin Road.

### **SECTION III. Waiver of Extraterritorial Jurisdiction**

Plano does hereby waive its extraterritorial jurisdiction located within the right-of-way of Dublin Road, as established in Exhibit "A".

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

**SECTION IV.  
Costs Associated with Dublin Road**

Plano does hereby agree to provide funds for the resurfacing of Dublin Road to be completed in 2015 under contract with Collin County. All future costs associated with the section of Dublin Road located between the two cities will be the sole responsibility of the City of Parker.

**SECTION V.  
Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION VI.  
Effective Date**

Parker and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM:

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

**CITY OF PARKER, TEXAS**

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

BY: \_\_\_\_\_  
Jeff Flanigan, CITY ADMINISTRATOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Shepherd, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

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

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

**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015 by **JEFF FLANIGAN**, City Administrator of the **CITY OF PARKER, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

EXHIBIT A

Proposed Parker-Plano Boundary

BEGINNING at a point at the intersection of the west right-of-way line of Dublin Road and the north property line of Lot 1R, Block A, of the Pecan Hollow Golf Course Addition, said point being approximately 30 feet west of the centerline of Dublin Road;

THENCE, in a southeasterly direction, following the meanderings of the west right-of-way line of Dublin Road, to the point where the south line of the Parker City Limits, extended westerly following the bearing of the city limits line, intersects with the west right-of-way line of Dublin Road, a distance of approximately 439 feet.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/22/2015			
Department:		City Secretary			
Department Head		Lisa C. Henderson			
Agenda Coordinator (include phone #): <b>Sharon Kotwitz X7120</b>					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 111 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
FUND(s): <b>NA</b>					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Adoption of this ordinance enables this supplement to be admissible in court.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 111 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

**WHEREAS**, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

**WHEREAS**, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 111; and

**WHEREAS**, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 111 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

**Section I.** The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 111 as prepared by the codifier.

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

**DULY PASSED AND APPROVED** this the 22nd day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6.22.15		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): <b>Jeanne Argomaniz X4208</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending certain sections of Ordinance No. 2014-10-20 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to add late fees for laptop computers and mobile devices and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices; and providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		0	372,537	0
	Encumbered/Expended Amount	0	0	0
	This Item	0	2,000	0
	<b>BALANCE</b>	0	374,537	0
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> The purpose of this Ordinance is to add late fees for laptop computers and mobile devices and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices. Approval of this item is anticipated to add approximately \$2,000 in additional Library Fine revenue.</p> <p><b>STRATEGIC PLAN GOAL:</b> An Ordinance of the City of Plano, Texas, amending Section 10-3 of Article I, Chapter 10, Library of the Code of Ordinances of the City of Plano to add late fees for laptop computers and mobile devices relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Amend certain sections of Ordinance 2014-10-20 to include the standards for the cost of repairs for computer laptops or mobile devices not to exceed \$800; or the cost to replace lost or stolen computer laptops or mobile devices not to exceed market value.				
List of Supporting Documents: Cathy Ziegler Memo 6/1/15 Amending Ordinance File for 2014.10.20			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** June 1, 2015

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

**From:** Cathy Ziegler, Director of Libraries

**Subject:** City Council Approval to Amend City Ordinance No. 2014-10-20

The purpose of the ordinance amendment is to revise the current Ordinance No. 2014-10-20 to include the public use of the Library's laptop computers and mobile devices. The ordinance amendment takes into account the Plano Public Library's User Agreement for Laptop Computers and Mobile Devices and the cost of late fees or replacement costs associated with usage of these library devices.

**An Ordinance of the City of Plano, Texas, amending certain sections of Ordinance No. 2014-10-20 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to add late fees for laptop computers and mobile devices and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices; and providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.**

**WHEREAS**, the Plano Public Library System will provide opportunity for its patrons to borrow laptop computers and mobile devices for in-house check-out; and

**WHEREAS**, staff recommends amending certain sections of Ordinance No. 2014-10-20 codified as Section 10-3 (Identification of borrowers; overdue materials; fines and fees) to add late fees for laptop computers and mobile devices to the fee schedule and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices; and

**WHEREAS**, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano that late fees and repair and/or replacement cost for damaged or lost laptop computers and mobile devices be added.

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

**Section I.** Section 10-3(c) (Identification of borrowers; overdue materials; fines and fees) of Article I, Chapter 10, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

- “(c) The fees assessed against any person who fails to return or damages library materials and/or devices to the Plano Public Library System by the due date and/or time shall be as follows:
- (1) DVDs, kits, and non-renewable specialty books, per day .....\$1.00
  - (2) All other materials, per day .....\$0.25
  - (3) Except as otherwise provided in subsection (c), items for in-house check-out, per hour .....\$1.00
  - (4) Maximum accrual for library materials, per one item .....\$10.00
  - (5) Non-refundable processing fee per lost library material item .....\$5.00
  - (6) Materials returned without proper packaging, per item.....not to exceed \$10.00
  - (7) Laptop computers and mobile devices for in-house check-out, per ½ hour.....\$1.00
  - (8) Repair cost for damaged laptop computer or mobile device, per item.....not to exceed \$800.00
  - (9) Replacement cost for irreparable or lost laptop computer and mobile device, per item...not to exceed market value”

**Section II.** Section 10-3(d) (Identification of borrowers; overdue materials; fines and fees) of Article I, Chapter 10, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“(d) Fines will be assessed daily against the patron who returns incomplete set materials until the complete set is returned. If the complete set is not returned within thirty (30) days, the patron will be charged the cost of the entire replacement set.”

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	06/22/2015
Department:	Police
Department Head	Gregory W. Rushin
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>	

### CAPTION

Public Hearing and consideration of a Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2015 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: 2014-15, 2015-16, 2016-17, 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	20,038	0	<b>20,038</b>
<b>BALANCE</b>	0	20,038	0	<b>20,038</b>

**FUND(S): POLICE GRANT FUNDS**

**COMMENTS:** This grant contract, if approved, provides total funding in the amount of \$46,854 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2015 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$11,354; and the Collin County Sheriff's Office, \$15,462; leaving the City of Plano Police Department, \$20,038 of the awarded funds. The agencies have three years to expend their allocated funds by the 09/30/2018 deadline.

**STRATEGIC PLAN GOAL:** Acceptance and administration of Federal Grant Funds relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.

### SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108<sup>th</sup> Congress, as passed by the House of Representatives on March 30, 2004, has offered the City of Plano, the City of McKinney and Collin County Sheriff's Office a grant totaling \$46,854 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of McKinney \$11,354, and the Collin County Sheriff's Office \$15,462 from the total amount awarded, leaving the City of Plano Police Department \$20,038 of the awarded funds. The effective grant period



# CITY OF PLANO COUNCIL AGENDA ITEM

will be from October 1, 2014 thru September 30, 2018.

List of Supporting Documents:  
Memo, Resolution, Exhibits A & B

Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** June 3, 2015  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police   
**Subject:** 2015 Edward Byrne Memorial Justice Assistance Grant

On June 22, 2015 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2015 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department and Collin County Sheriff's Office with \$46,854 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$20,038 will be used to purchase Patrol Rifles with accessories. The public hearing scheduled for the June 22, 2015 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be McKinney Police Department \$11,354, Plano Police Department \$20,038 and Collin County Sheriff's Office \$15,462.

This is the eleventh grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2015 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City of Plano, the City of McKinney, and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the 2015 Edward Byrne Justice Assistance Grant (JAG); and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement and Memorandum of Understanding, by and between the three (3) entities providing the disbursement amount and expenditure method, substantial copies of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference (hereinafter called "Agreements"); and

**WHEREAS**, citizens were provided an opportunity to comment during a public hearing on the proposed Agreements as required by the terms of the JAG Grant application process; and

**WHEREAS**, these Agreements are made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of these Agreements is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under these agreements; and

**WHEREAS**, upon full review and consideration of these Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

**Section I.** The terms and conditions of the Agreements, 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 in all things approved.

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

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

**DULY PASSED AND APPROVED** this the 22nd day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

GMS APPLICATION NUMBER 2015-H2387-TX-DJ

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND  
THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE  
DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

**WHEREAS**, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

**WHEREAS**, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

**NOW THEREFORE**, the Parties agree as follows:

1. City of Plano agrees to forward to CCSO a total of **\$15,462.00** of the JAG Award funds which will be used by CCSO to purchase NV3 NOPTIC spotlight mounted Thermal Imagers and Stalker counting radar units.

2. City of Plano agrees to forward to the City of McKinney a total of **\$11,354.00** of the JAG Award funds which will be used by the City of McKinney to purchase a 28' enclosed box trailer to enable them to carry police motorcycles or all-terrain vehicles to locations for special events, repair or search/rescue.

3. City of Plano agrees to keep the remaining total of **\$20,038.00** of the JAG Award funds which will be used by the City of Plano to purchase Patrol rifles with accessories.

4. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

**CITY OF PLANO, TEXAS,**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Tom Muehlenbeck  
Interim City Manager

By: \_\_\_\_\_  
Greg Conley  
Chief of Police

**EXHIBIT "B"**

**GMS APPLICATION NO. 2015-H2387-TX-DJ**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE CITY OF MCKINNEY,  
AND THE CITY OF PLANO, TEXAS REGARDING THE 2015 BYRNE JUSTICE  
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas regarding the application process of the 2015 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2015 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

McKinney Police Department	\$11,354.00
Plano Police Department	\$20,038.00
Collin County Sheriff's Office	<u>\$15,462.00</u>
Total funds from the JAG	\$46,854.00

The Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2015 Justice Assistance Grant (JAG) Program Award.

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

APPROVED AS TO FORM

\_\_\_\_\_  
Paige Mims  
City Attorney

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Tom Muehlenbeck  
Interim City Manager

By: \_\_\_\_\_  
Greg Conley  
Chief of Police



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/22/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball X7479</b>				
<b>CAPTION</b>				
Public hearing and an Ordinance of the City of Plano, Texas, repealing Section II of Ordinance No. 2008-10-22 and adopting a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business; and providing a repealer clause, a severability clause, a savings clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. Notice of public hearing published on June 11, 2015 for adoption of an Ordinance that includes a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business. Strategic Plan Goal: Assisting companies with economic development incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This relates to the City of Plano's continued participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code.				
List of Supporting Documents: Ordinance Exhibit A			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, repealing Section II of Ordinance No. 2008-10-22 and adopting a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business; and providing a repealer clause, a severability clause, a savings clause and an effective date.**

**WHEREAS**, on October 27, 2008, the City Council of the City of Plano enacted Ordinance No. 2008-10-22 to adopt local incentives that may be offered to the nominated Texas Enterprise Zone Program (“Program”) project or activity of a qualified business; and

**WHEREAS**, the Office of the Governor Economic Development and Tourism Division has revised its list of local incentives that it recognizes in the Program and staff recommends adopting a new and complete schedule of local incentives to fully reflect the City’s activities; and

**WHEREAS**, a public hearing to consider this Ordinance was held by the City Council of the City of Plano, Texas, on June 22, 2015; and

**WHEREAS**, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens that the new and complete schedule of local incentives be adopted to be consistent with the State’s program.

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

**Section I.** Section II of Ordinance No. 2008-10-22 is repealed in its entirety.

**Section II.** The City of Plano is authorized to continue to participate in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended.

**Section III.** The new and complete schedule of local incentives identified and summarized in the attached Exhibit A, is hereby adopted and may be made available to the nominated Program project or activity of a qualified business at the election of the City Council.

**Section IV.** The City Manager or his designee is directed and designated as the City’s liaison to communicate with the Office of the Governor Economic Development and Tourism through the Economic Development Bank and to communicate with qualified businesses and other entities affected by an Enterprise Project.

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

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

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

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

**DULY PASSED AND APPROVED** this the 22nd day of June, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**

Name of Incentive		Description of Incentive	Availability
1	Local Sales Tax Refunds	The City may allow sales tax refunds.	On Case-By-Case Basis
2	Tax Abatement	The City may provide tax abatement as a stimulus for economic development activity.	On Case-By-Case Basis
3	Tax Increment Financing	The City may provide tax increment financing as a tool to attract development or redevelopment to targeted areas.	On Case-By-Case Basis
4	Freeport Exemption	The City allows property tax exemption for Freeport property.	Citywide
5	Chapter 380	The City may provide Chapter 380 incentives as a stimulus for economic development activity.	On Case-By-Case Basis
6	Zoning Changes/Variances	The City may make zoning changes to expedite the development process.	On Case-By-Case Basis
7	Building Code Exemptions	The City may provide certain building code exemptions to expedite the development process.	On Case-By-Case Basis
8	Impact/ Inspection Fee Exemptions	The City may exempt inspection fees.	On Case-By-Case Basis
9	Streamlined Permitting	The City may streamline permitting procedures to promote economic activity.	Citywide
10	Improved Fire and Police Protection	The City provides safety and protection of City residents.	Citywide
11	Community Crime Prevention Programs	The City provides community crime prevention programs including: Neighborhood Crime Watch, Adopt-A-Cop School Program, National Night Out and Citizen Police Academy.	Citywide
12	Special Public Transportation Routes or Reduced Fares	Special public transportation routes and reduced fares are offered in conjunction with Dallas Area Rapid Transit (DART).	Citywide
13	Capital Improvements In Water and Sewer Facilities	The City may provide resources for a capital improvement plan related to water and sewer service.	On Case-By-Case Basis
14	Road Repair	The City is responsible for maintaining and repairing public streets and alleys inside City limits.	Citywide

15	Creation or Improvement of Parks	Parks and Recreation develops and maintains parks and promotes healthy lifestyles for City residents.	Citywide
16	Low-Interest Loans for Housing Rehabilitation or New Construction	The City may offer low-interest loans under the Housing Rehabilitation Program funded by the U.S. Department of Housing and Urban Development (HUD).	On Case-By-Case Basis
17	Provision of Publicly Owned Land for Development Purposes	The City may provide publicly owned land for development purposes.	On Case-By-Case Basis
18	One-Stop Permitting, Problem Resolution Center	The City may offer one-stop permitting.	Citywide
19	Promotion and Marketing Service	Promotion and marketing services are provided through the City of Plano Media Relations, Plano Economic Development and the Plano Chamber of Commerce.	Citywide
20	Job Training and Employment Services	Job training and employment services are offered in conjunction with Collin County Community College.	Citywide
21	Retraining Program	Retraining programs are offered in conjunction with Collin County Community College.	Citywide
22	Literacy and Employment Skills Services	Literacy and employment skills services are offered in conjunction with Collin County Community College.	Citywide
23	Vocational Education	Vocational education is offered in conjunction with Collin County Community College.	Citywide
24	Customized Job Training	Customized job training is offered in conjunction with Collin County Community College.	Citywide

**DATE:** June 2, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 1, 2015

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2015-03  
APPLICANTS: FM 544/PARK VISTA LTD**

Request to rezone 31.6± acres located on the east and west sides of Park Vista Road, 750± feet south of 14th Street **from** Agricultural **to** Planned Development-Multifamily Residence-3 to allow for an independent living facility with modified development standards. Zoned Agricultural.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Multifamily Residence-3 (MF-3) zoning district unless otherwise specified herein:

1. Multifamily residence is prohibited.
2. Minimum Front, Side, and Rear Yard: 10 feet

**FOR CITY COUNCIL MEETING OF:** June 22, 2015 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING – ORDINANCE**

ST/ks

xc: Richard Shaw, FM 544/Park Vista Ltd  
Wayne Snell, Permit Services Manager

<https://www.google.com/maps/@33.0088836,-96.6321124,17z/data=!3m1!1e3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 1, 2015

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2015-03

**Applicants:** FM 544/Park Vista Ltd

---

**DESCRIPTION:**

Request to rezone 31.6± acres located on the east and west sides of Park Vista Road, 750± feet south of 14th Street **from** Agricultural **to** Planned Development-Multifamily Residence-3 to allow for an independent living facility with modified development standards. Zoned Agricultural. Tabled May 18, 2015.

**REMARKS:**

This item was tabled at the May 18, 2015 Planning & Zoning Commission meeting. It must be removed from the table.

The purpose of this request is to rezone the subject property from Agricultural (A) to Planned Development-Multifamily Residence-3 (PD-MF-3). The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development.

The requested zoning is PD-MF-3 to allow for independent living facility with modified development standards. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

A preliminary site plan, Brigemoor Plano Addition, Block A, Lots 1 and 2 accompanies this request as Agenda Item No. 7B.

**Surrounding Land Use and Zoning**

The area of the request is currently undeveloped. To the north is vacant property zoned A and an existing convenience store with gas pumps development zoned Light Industrial-1. To the south and east, across the DART railroad right-of-way, is a religious facility zoned A, and an existing residential subdivision zoned Single-Family Residence-

7. The property to the west is vacant and is zoned Planned Development-202-Research/Technology Center.

### **Proposed Planned Development Stipulations**

The requested zoning is PD-MF-3. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing Multifamily Residence-3 (MF-3) as the base zoning district to allow for Independent Living Facility. The applicant is also proposing to prohibit multifamily residence.

**Design Standards** - The language in the proposed PD district would allow this site to be developed as Independent Living Facility with modified Multifamily Residence-3 (MF-3) development standards.

Restrictions:

The permitted uses and standards shall be in accordance with the Multifamily Residence-3 (MF-3) zoning district unless otherwise specified herein:

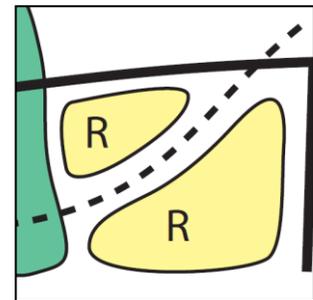
1. Multifamily residence is prohibited.
2. Minimum Front, Side, and Rear Yard: 10 feet
3. Maximum Height: 5 story, 55 feet

### **Conformance to the Comprehensive Plan**

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

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property.

**Housing Element** - The Housing Element of the Comprehensive Plan recommends allowing a variety of housing options for prospective Plano residents. The Element also states that senior housing is an example of an alternative neighborhood development which may be built in non-traditional settings, such as commercial areas. Although this is not a commercial area, it is a unique property that is adjacent to nonresidential zoning on the west and north, and a railroad, religious facility, and residential subdivision on the south and east. Additionally, retirement housing is identified as an exception to the city's density policies because of its reduced impact on traffic and schools. For these reasons, staff believes the request is in conformance with the Housing Element.



## **ISSUES:**

### **Uses**

The applicant is requesting MF-3 zoning which allows for independent living as a permitted use. At staff's request, the applicant is proposing to prohibit multifamily residence as a permitted use in order to address concerns about rezoning additional land for multifamily uses. In addition to independent living facility and other senior housing uses, the requested MF-3 zoning would also permit religious facilities and public schools to be developed by right as well as other uses which would require a specific use permit, such as a day care center or household care institution.

Given the limited visibility from 14th Street, the subject property is not a "prime location" for commercial uses. Residential uses may be appropriate for the site in an alternative neighborhood format such as an independent living facility. Staff believes the requested MF-3 zoning district with a prohibition on multifamily is complimentary to the existing residential subdivision and religious facility.

### **Setbacks and Height**

The PD request also includes reductions to building setbacks and an allowance for increased height. As shown by the companion preliminary site plan, the developer intends to construct multiple single-story buildings and one five story, 55-foot building with a wrapped parking garage. The subject property includes a large amount of floodplain as well as a proposed right-of-way dedication which reduces the amount of developable area. Although the applicant could design a plan which meets the existing MF-3 standards, staff believes that allowing for reduced setbacks may be appropriate in order to allow for greater flexibility in site design.

The MF-3 zoning district restricts building heights to a maximum of three stories, 45 feet. Staff is concerned that the proposed increased height will create a dense urban presence in an area adjacent to a single-family subdivision. In lieu of one large five story building, it is possible for the applicant to design the site with several multi-story buildings, while potentially maintaining the same number of proposed units. If MF-3 zoning is appropriate for this area, staff believes the applicant should comply with the MF-3 height restrictions.

## **SUMMARY:**

The applicant is requesting to rezone 31.6± acres located on the east and west sides of Park Vista Road, 750± feet south of 14th Street from Agricultural to Planned Development-Multifamily Residence-3 to allow for independent living facility with modified development standards. The request is in conformance with the Future Land Use Plan designation of Residential. Although staff is concerned regarding the proposed increased building height, we believe the subject property is appropriate for MF-3 zoning with reduced building setbacks while prohibiting multifamily residential as a permitted use.

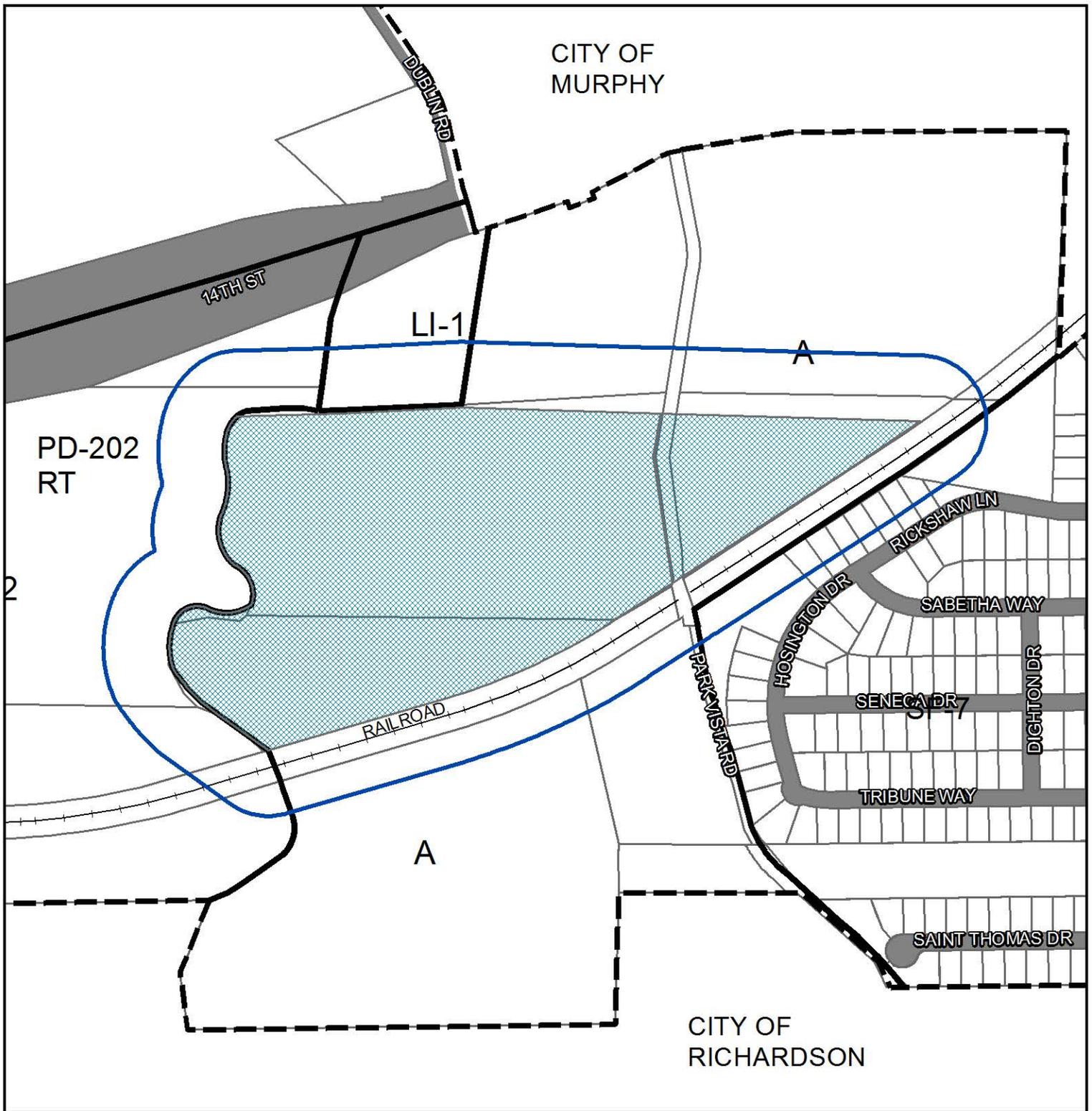
**RECOMMENDATION:**

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Multifamily Residence-3 (MF-3) zoning district unless otherwise specified herein:

1. Multifamily residence is prohibited.
2. Minimum Front, Side, and Rear Yard: 10 feet

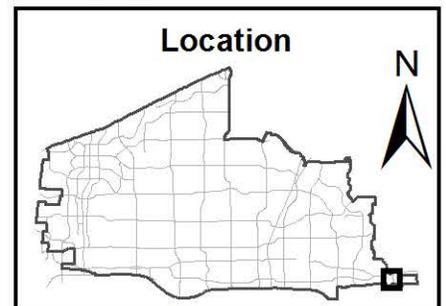


Zoning Case #: 2015-03

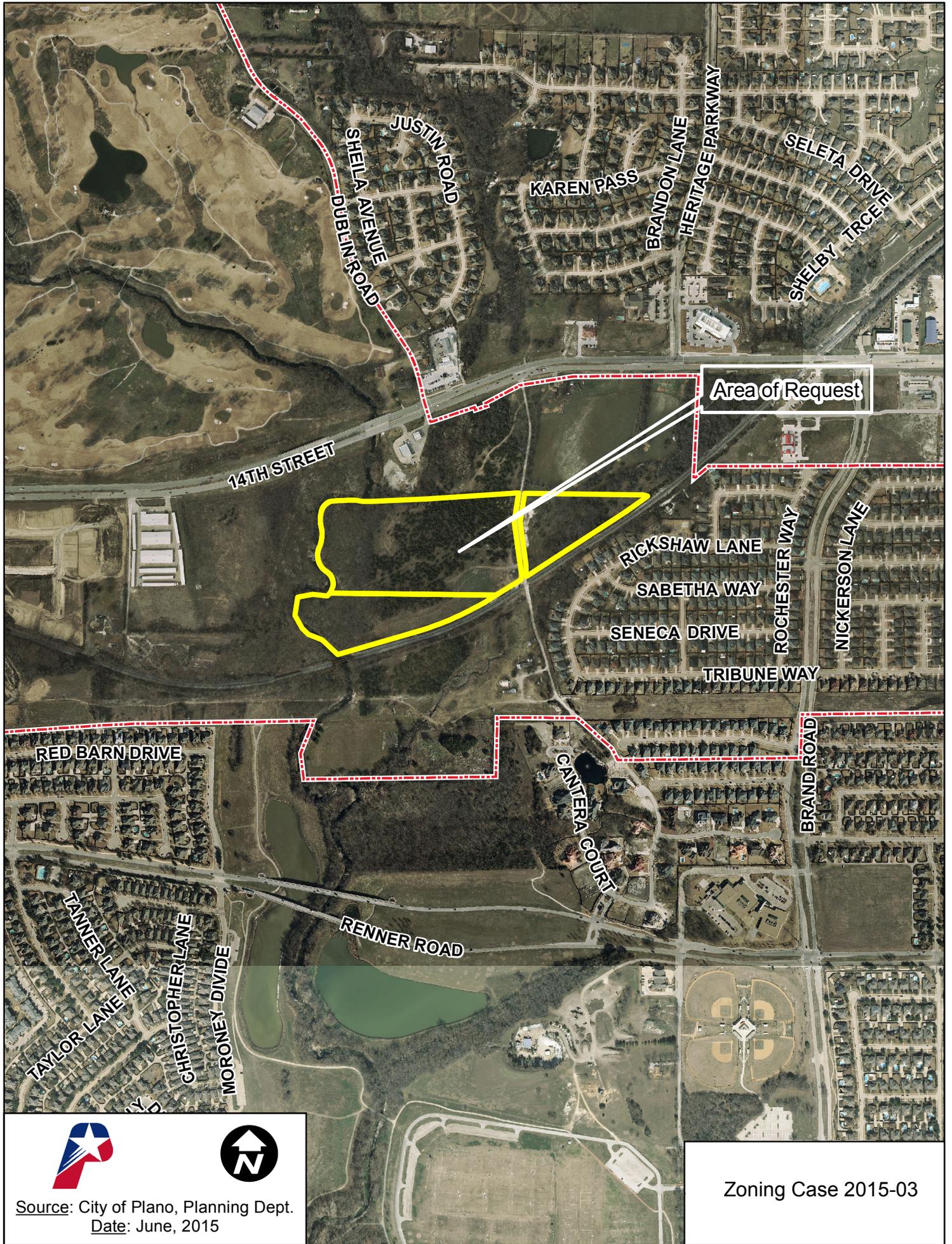
Existing Zoning: Agricultural (A)

Proposed Zoning: Planned Development-Multifamily Residence-3 (PD-MF-3) to allow for an independent living facility with modified development standards

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



Source: City of Plano Planning Department

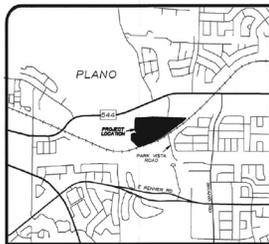


Area of Request

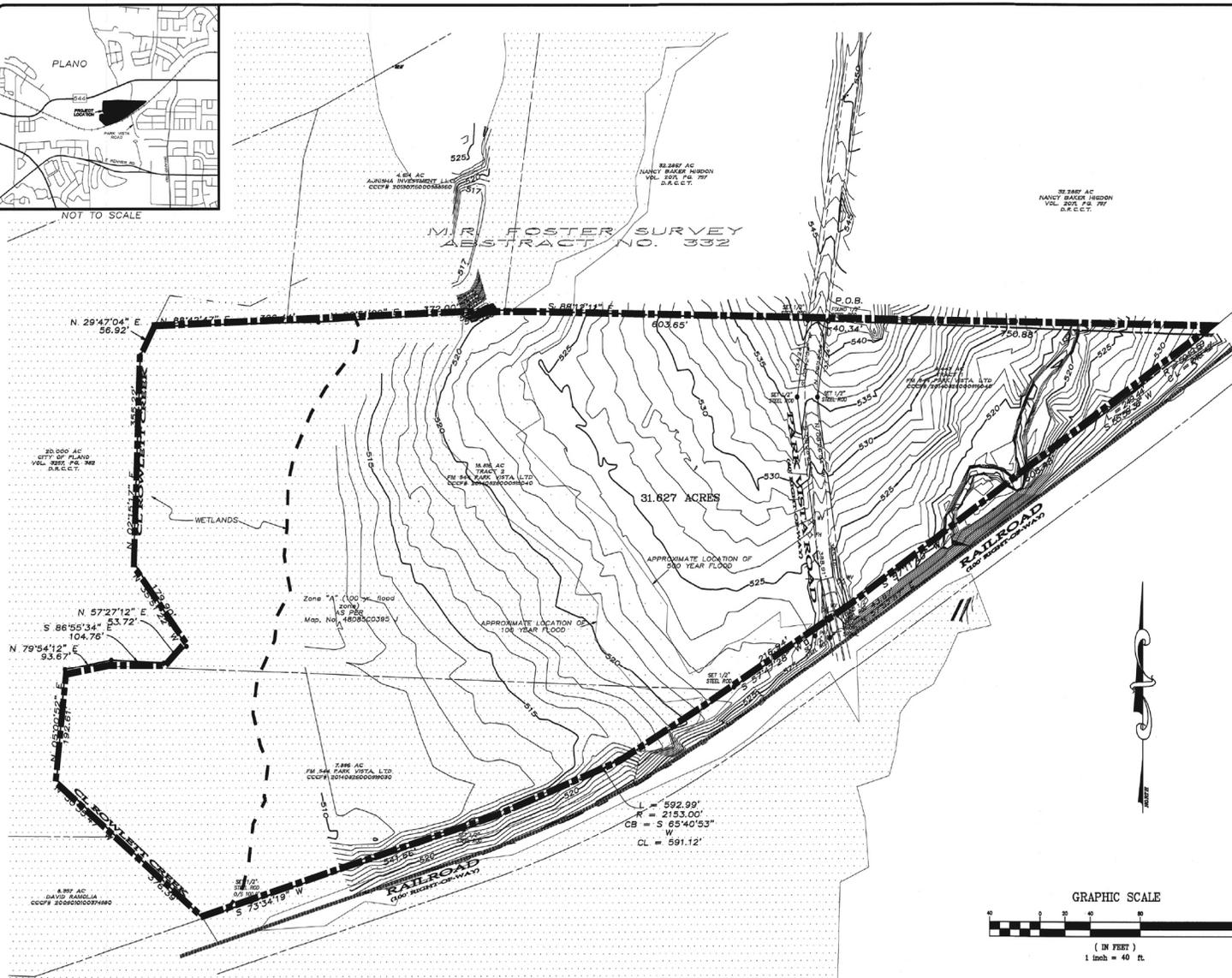


Source: City of Plano, Planning Dept.  
Date: June, 2015

Zoning Case 2015-03



NOT TO SCALE



**LEGAL DESCRIPTION**

Situated in the County of Collin, State of Texas, being a part of the M. R. Foster Survey, Abstract No. 332 and being Tract One as conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918040, Official Public Records, Collin County, Texas and being Tract Two as conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918040, Official Public Records, Collin County, Texas and that 2,898 acre tract of land conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918030, of said Official Public Records, and being a portion of Park Vista Road, and being described by metes and bounds as follows:

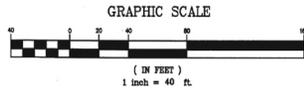
- Beginning at a found 1/2" steel rod at the northwest corner of said Tract 1, said rod also being in the east line of Park Vista Road, a 40 foot roadway, and being the southwest corner of Tract 1-B as conveyed to Nancy Baker Higdon as recorded in Volume 207, Page 787 of said Deed Records;
- Thence South 88°12'11" East with the south line of said Tract 1-B, a distance of 750.88 feet to a set 1/2" steel rod set in the northerly right-of-way line of the Dallas Area Rapid Transit Rail Line, a 100' right-of-way;
- Thence with said right-of-way line and a non tangent curve to the right having a radius of 594.59 feet (chord bears South 55°59'36" West, 249.42 feet) an arc length of 249.44 feet to a set 1/2" steel rod;
- Thence South 57°11'40" West and continuing with said right-of-way line, a distance of 608.48 feet to a set 1/2" steel rod in the east line of said Park Vista Road;
- Thence South 57°52'57" West over and across said Park Vista Road, a distance of 43.67 feet to a 1/2" steel rod set in the west line of said Park Vista Road;
- Thence South 57°47'28" West and with said right-of-way line, a distance of 216.94 feet to a set 1/2" steel rod;
- Thence continuing with said right-of-way line and a curve to the right having a radius of 2,123.00 feet, (chord bears South 65°40'53" West, 591.12 feet) an arc distance of 592.59 feet to a point;
- Thence South 73°34'19" West with said right-of-way line, passing a 1/2" steel rod set at a distance of 441.66 feet, in all a distance of 541.66 feet to a point in the center of Rowlett Creek;
- Thence with the center of Rowlett Creek the following calls and distances:  
 North 50°55'17" West, a distance of 376.39 feet to a point;  
 North 05°00'52" East, a distance of 192.61 feet to a point;  
 North 79°54'18" East, a distance of 83.67 feet to a point;  
 South 86°35'34" East, a distance of 104.74 feet to a point;  
 North 57°27'12" East, a distance of 53.72 feet to a point;  
 North 35°51'22" West, a distance of 179.90 feet to a point;  
 North 02°15'17" East, a distance of 355.22 feet to a point;  
 North 29°47'04" East, a distance of 56.92 feet to a point;
- Thence North 88°42'47" East, a distance of 326.44 to set 1/2" steel rod at an angle point in the southerly line of Lot 1, Block A, of the S44 Addition, an addition to Collin County, as recorded in Volume K, Page 84, Map Records, Collin County, Texas;
- Thence North 86°51'29" East with the south line of said Lot 1, a distance of 372.00 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;
- Thence South 88°12'11" East, passing a 1/2" steel rod set at a distance of 603.65 feet in the west right of way line of Park Vista Road and continuing for a total distance of 643.99 feet to the Point-of-Beginning and containing 31.827 acres of land.

**CERTIFICATION**

The Underigned, being a registered surveyor of the State of Texas certifies that FM544/Park Vista Ltd. Chicago Title Mutual of Omaha Bank, and their successor assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 16, 18, and 21 of Table A thereof. The field work was completed on May 26, 2014.  
 Date of Plat or Map: May 2, 2015

Douglas W. Underwood  
 R.P.L.S. No. 4709  
 State of Texas



**ZONING NOTES**

The subject tract is located in an area designated as "A" (Agriculture) by the City of Plano Zoning Department

- Setbacks:
- Minimum Front - 10'
  - Minimum Rear - 10'
  - Minimum Side - 10'
- Max. Building Height - 5 stories; 55 feet

Multifamily is a prohibited use

\*\*Zoning Information obtained from the City of Plano Planning & Zoning Dept.  
 Submittal has been made to rezone as PD-MF-3

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

**FLOOD ZONE NOTES**

By graphic plotting only, this property lies partially within Zone "A" (100 yr. flood zone) and partially within Zone "X" (areas of minimal flooding) as defined by FEMA Flood Insurance Rate Map, No. 48085C0395 J, which bears an effective date of June 2, 2009.

**SCHEDULE "B" ITEMS**

- (f) Easement granted by Harold Mitchell to American Liberty Pipe Line Company, filed 02/08/1962, recorded in Vol. 593, Pg. 24, of Real Property Records, Collin County. Unable to determine location.

**LEGEND**

- P.O.B. POINT OF BEGINNING
- R.P.R.&G.C.T. REAL PROPERTY RECORDS, GRAYSON COUNTY, TX
- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TX
- VOL. VOLUME
- PG. PAGE
- ROW RIGHT-OF-WAY
- 1/2" STEEL ROD FOUND
- W. WATER METER
- S.M. SANITARY SEWER MANHOLE
- F.H. FIRE HYDRANT
- W.V. WATER VALVE
- P.P. POWER POLE
- P.E. TELEPHONE PEDESTAL
- C. CLEANOUT
- H.C.P. HANDICAP PARKING
- O.E. OVERHEAD ELECTRIC
- C.L.F. CHAINLINK FENCE
- S.F. STOCKADE FENCE
- B.W.F. BARBED WIRE FENCE

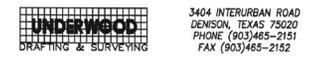
**GENERAL NOTES**

1. The property has an area of 193,702 sq. ft. or 4.447 acres of land in TRACT 1 & 819,623 sq. ft. or 18.818 acres of land in TRACT 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.

Sheet 1 of 1

Date	Revisions	Date
05/2/15		
Drawn By JCC		
Apprv. By DWJ		
Dwg. No. 15030169		
Scale 1" = 100'		

**ZONING CASE 2015-03**  
**ALTA/ACSM LAND TITLE SURVEY**

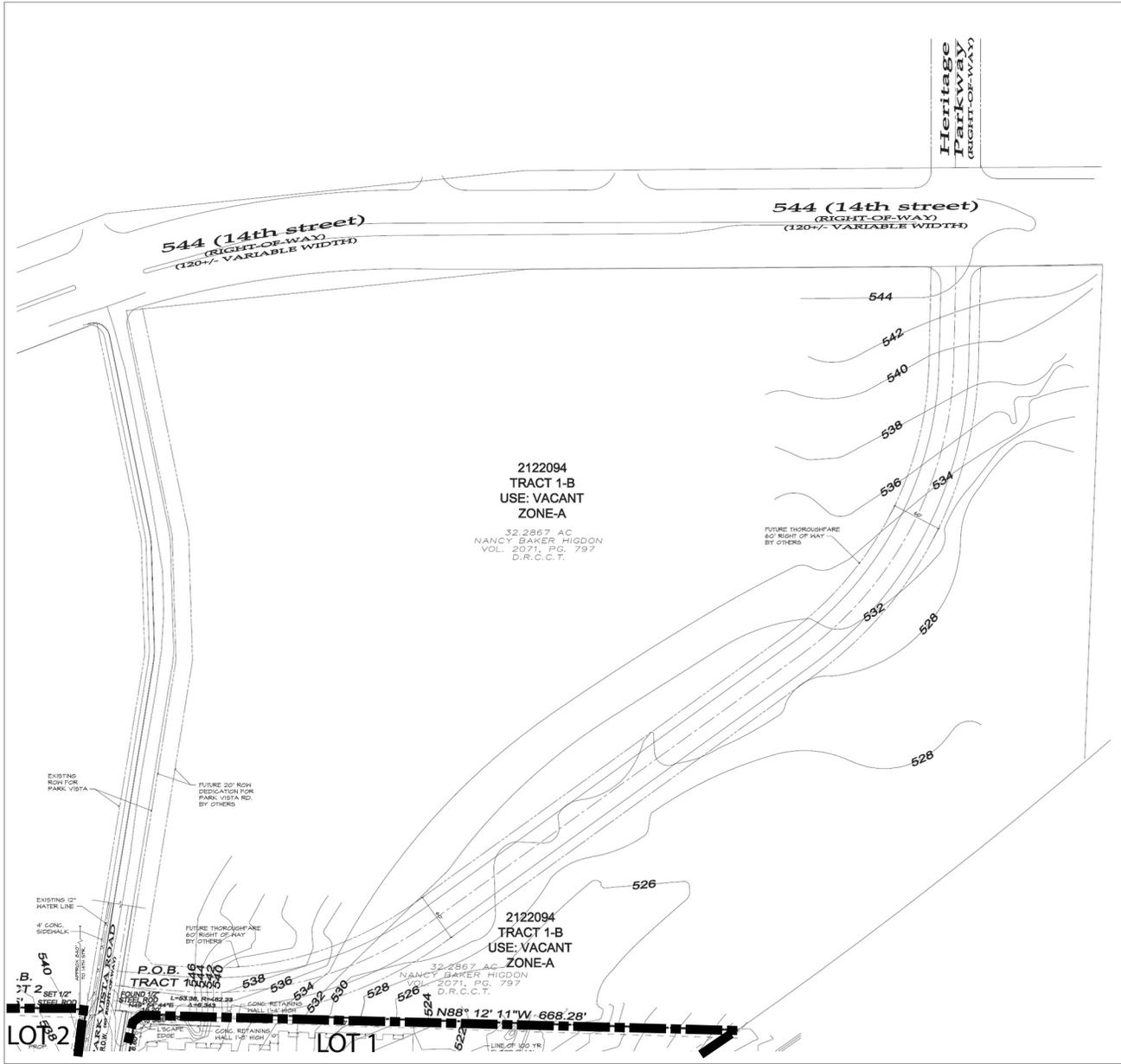


<b>Project Location</b> PLANO, TEXAS	<b>Prepared For:</b> CIVIL POINT ENGINEERS 3102 MAPLE AVENUE SUITE 404 DALLAS, TX 75201
<b>Project Address</b> PARK VISTA ROAD	<b>Job Number:</b> 15030169
<b>Project Name</b> FANOUS TRACT	

3404 INTERURBAN ROAD  
 DENISON, TEXAS 75208  
 PHONE (903)465-2151  
 FAX (903)465-2152





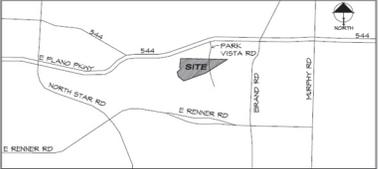


2122094  
TRACT 1-B  
USE: VACANT  
ZONE-A  
32.2867 AC  
NANCY BAKER HIGDON  
VOL. 2071, PG. 797  
D.R.C.C.T.

2122094  
TRACT 1-B  
USE: VACANT  
ZONE-A  
32.2867 AC  
NANCY BAKER HIGDON  
VOL. 2071, PG. 797  
D.R.C.C.T.

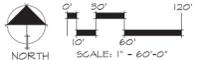
FUTURE THOROUGHFARE PLAN (IN N.E. ADJACENT PROPERTY)  
SCALE: 1"=60'-0"

VICINITY MAP N.T.S.



OWNER / DEVELOPER  
FM544/Park Vista, Ltd.  
RICHARD SHAW  
481 KELLER SPRINGS RD, SUITE 209  
ADDISON TX 75001  
PH. 972-733-0096 / FX. 972-733-1864

PRELIMINARY SITE PLAN  
BRIGEMOOR PLANO ADDITION  
BLOCK A, LOTS 1 & 2  
CITY OF PLANO, COLLIN COUNTY TX  
TRACT 1, 2, & 3  
31.159 ACRES  
M.R. FOSTER SURVEY, ABSTRACT 332



DATE  
05-22-2015  
SHEET 3

**IKEMIRE ARCHITECTS**  
ARCHITECTURE PLANNING INTERIORS  
1600 DALLAS HWY, SUITE 300 DALLAS, TX 75246-3408 FAX 972-248-1557  
8055 NEARME, ARCHITECT

## Zoning Case 2015-03

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.6± acres of land out of the M. R. Foster Survey, Abstract No. 332, located on the east and west sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of June, 2015, for the purpose of considering rezoning 31.6± acres of land out of the M. R. Foster Survey, Abstract No. 332, located on the east and west sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of June, 2015; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 31.6± acres of land out of the M. R. Foster Survey, Abstract No. 332, located on the east and west

sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards, said property being described in the legal description on Exhibit “A” attached hereto.

**Section II.** The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Multifamily Residence-3 (MF-3) zoning district unless otherwise specified herein:

1. Multifamily residence is prohibited.
2. Minimum Front, Side, and Rear yard: 10 feet

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 22ND DAY OF JUNE, 2015.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

Zoning Case 2015-03

Situated in the County of Collin, State of Texas, being a part of the M. R. Foster Survey, Abstract No. 332 and being Tract One as conveyed to FM 544 PARK VISTA, LTD., Document Number 20140826000919040, Official Public Records, Collin County, Texas and being Tract Two as conveyed to FM 544 PARK VISTA LTD., Document Number 20140826000919040, Official Public Records, Collin County, Texas and that 7.896 acre tract of land conveyed to FM 544 PARK VISTA, LTD., Document Number 20140826000919030, of said Official Public Records, and being a portion of Park Vista Road, and being described by metes and bounds as follows:

BEGINNING at a found 1/2-inch steel rod at the northwest corner of said Tract 1, said rod also being in the east line of Park Vista Road, a 40 foot roadway and being the southwest corner of Tract 1-B as conveyed to Nancy Baker Higdon as recorded in Volume 207, Page 797 of said Deed Records;

THENCE South 88°12'11" East with the south line of said Tract 1-B, a distance of 750.88 feet to a set 1/2-inch steel rod set in the northerly right-of-way line of the Dallas Area Rapid Transit Rail Line, a 100' right-of-way;

THENCE with said right-of-way line and a nontangent curve to the right having a radius of 5,949.59 feet (chord bears South 55°59'36" West, 249.42 feet) an arc length of 249.44 feet to a set 1/2-inch steel rod;

THENCE South 57°11'40" West and continuing with said right-of-way line, a distance of 608.48 feet to a set 1/2-inch steel rod in the east line of said Park Vista Road;

THENCE South 57°52'57" West over and across said Park Vista Road, a distance of 43.67 feet to a 1/2-inch steel rod set in the west line of said Park Vista Road;

THENCE South 57°47'28" West and with said right-of-way line, a distance of 216.94 feet to a set 1/2-inch steel rod;

THENCE continuing with said right-of-way line and a curve to the right having a radius of 2,153.00 feet, (chord bears South 65°40'53" West, 591.12 feet) an arc distance of 592.99 feet to a point;

THENCE South 73°34'19" West with said right-of-way line, passing a 1/2-inch steel rod set at a distance of 441.66 feet, in all a distance of 541.66 feet to a point in the center of Rowlett Creek;

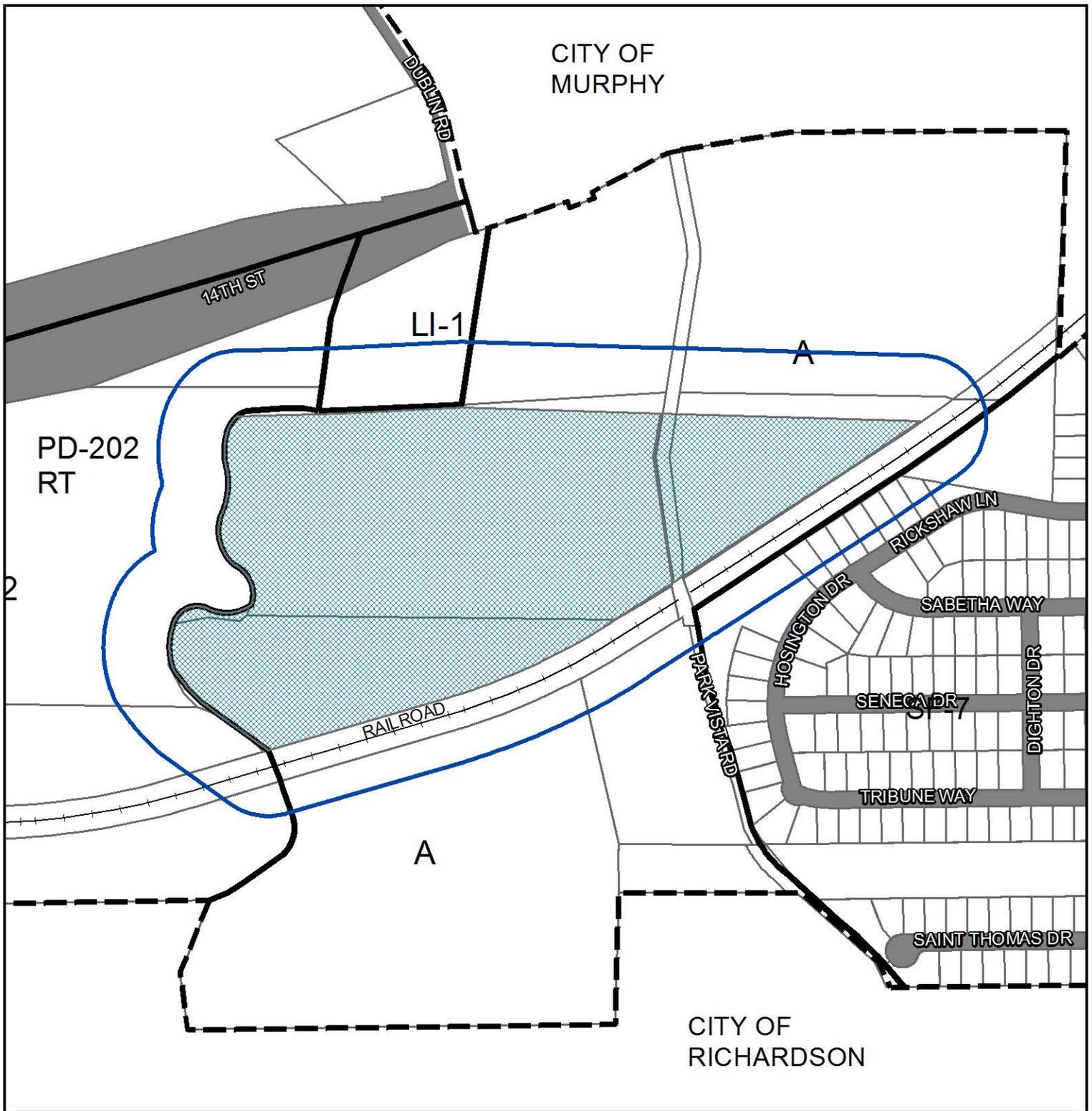
THENCE with the center of Rowlett Creek the following calls and distances;  
North 50°35'47" West, a distance of 376.39 feet to a point;  
North 05°00'52" East, a distance of 192.61 feet to a point;  
North 79°54'12" East, a distance of 93.67 feet to a point;  
South 86°55'34" East, a distance of 104.76 feet to a point,

North 57°27'12" East, a distance of 53.72 feet to a point,  
North 35°51'22" West, a distance of 179.90 feet to a point,  
North 02°15'17" East, a distance of 355.22 feet to a point,  
North 29°47'04" East, a distance of 56.92 feet to a point;

THENCE North 88°42'47" East, a distance of 326.44 to set 1/2-inch steel rod at an angle point in the southerly line of Lot 1, Block A, of the 544 Addition, an addition to Collin County, as recorded in Volume K, Page 94, Map Records, Collin County, Texas;

THENCE North 86°51'29" East with the south line of said Lot 1, a distance of 372.00 feet to a found 1/2-inch steel rod at the southeast corner of said Lot 1;

THENCE South 88°12'11" East, passing a 1/2-inch steel rod set at a distance of 603.65 feet in the west right-of-way line of Park Vista Road and continuing for a total distance of 643.99 feet to the POINT-OF-BEGINNING and CONTAINING 31.627 acres of land.

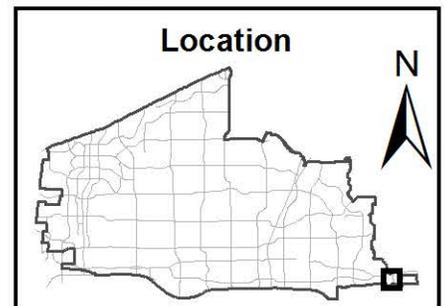


Zoning Case #: 2015-03

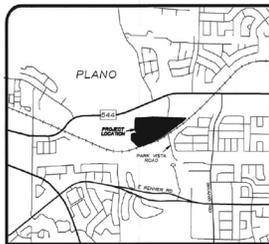
Existing Zoning: Agricultural (A)

Proposed Zoning: Planned Development-Multifamily Residence-3 (PD-MF-3) to allow for an independent living facility with modified development standards

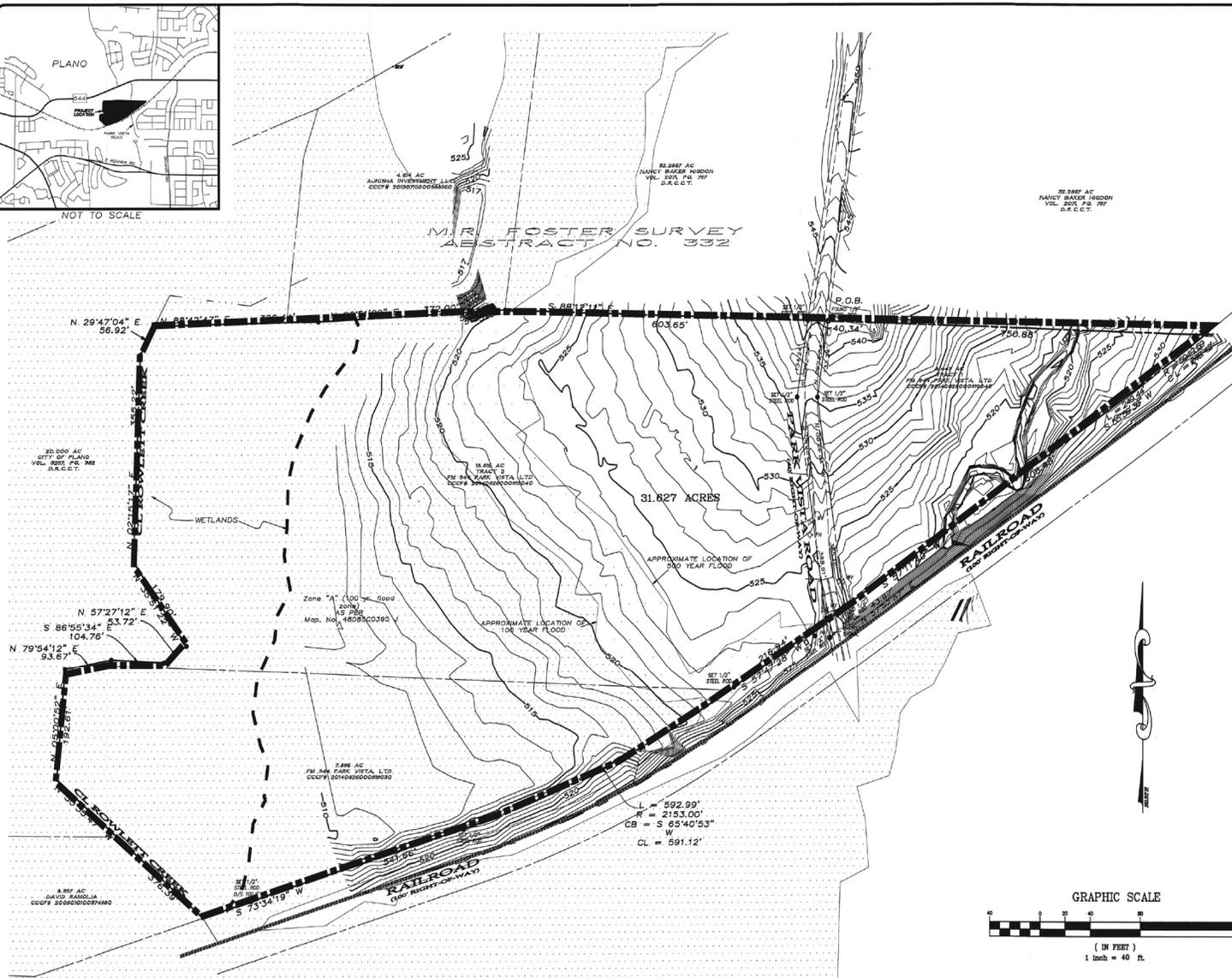
-  200' Notification Buffer
-  Subject Property
-  Zoning Boundary
-  Specific Use Permit
-  City Limits
-  Right-of-Way



Source: City of Plano Planning Department



NOT TO SCALE



**LEGAL DESCRIPTION**

Situated in the County of Collin, State of Texas, being a part of the M. R. Foster Survey, Abstract No. 332 and being Tract One as conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918040, Official Public Records, Collin County, Texas and being Tract Two as conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918040, Official Public Records, Collin County, Texas and that 2.898 acre tract of land conveyed to FM 544 PARK VISTA, LTD., Document Number 2014082800918030, of said Official Public Records, and being a portion of Park Vista Road, and being described by metes and bounds as follows:

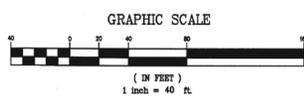
- Beginning at a found 1/2" steel rod at the northwest corner of said Tract 1, said rod also being in the east line of Park Vista Road, a 40 foot roadway, and being the southwest corner of Tract 1-B as conveyed to Nancy Baker Higdon as recorded in Volume 207, Page 787 of said Deed Records;
- Thence South 88°12'11" East with the south line of said Tract 1-B, a distance of 750.88 feet to a set 1/2" steel rod set in the northerly right-of-way line of the Dallas Area Rapid Transit Rail Line, a 100' right-of-way;
- Thence with said right-of-way line and a non tangent curve to the right having a radius of 594.59 feet (chord bears South 55°59'36" West, 249.42 feet) an arc length of 249.44 feet to a set 1/2" steel rod;
- Thence South 57°11'40" West and continuing with said right-of-way line, a distance of 608.48 feet to a set 1/2" steel rod in the east line of said Park Vista Road;
- Thence South 57°52'57" West over and across said Park Vista Road, a distance of 43.67 feet to a 1/2" steel rod set in the west line of said Park Vista Road;
- Thence South 57°47'28" West and with said right-of-way line, a distance of 216.94 feet to a set 1/2" steel rod;
- Thence continuing with said right-of-way line and a curve to the right having a radius of 2,123.00 feet, (chord bears South 65°40'53" West, 591.12 feet) an arc distance of 592.59 feet to a point;
- Thence South 73°34'19" West with said right-of-way line, passing a 1/2" steel rod set at a distance of 441.66 feet, in all a distance of 541.66 feet to a point in the center of Rowlett Creek;
- Thence with the center of Rowlett Creek the following calls and distances:  
 North 50°55'17" West, a distance of 376.39 feet to a point;  
 North 05°00'02" East, a distance of 192.61 feet to a point;  
 North 79°54'18" East, a distance of 83.87 feet to a point;  
 South 86°35'34" East, a distance of 104.74 feet to a point;  
 North 57°27'12" East, a distance of 53.72 feet to a point;  
 North 35°51'22" West, a distance of 179.90 feet to a point;  
 North 02°15'17" East, a distance of 355.22 feet to a point;  
 North 29°47'04" East, a distance of 56.82 feet to a point;
- Thence North 88°42'47" East, a distance of 326.44 to set 1/2" steel rod at an angle point in the southerly line of Lot 1, Block A, of the S44 Addition, an addition to Collin County, as recorded in Volume K, Page 84, Map Records, Collin County, Texas;
- Thence North 86°51'29" East with the south line of said Lot 1, a distance of 372.00 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;
- Thence South 88°12'11" East, passing a 1/2" steel rod set at a distance of 603.65 feet in the west right of way line of Park Vista Road and continuing for a total distance of 643.99 feet to the Point-of-Beginning and containing 31.827 acres of land.

**CERTIFICATION**

The Underigned, being a registered surveyor of the State of Texas certifies that FM544/Park Vista Ltd. Chicago Title Mutual of Omaha Bank, and their successor assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 16, 18, and 21 of Table A thereof. The field work was completed on May 26, 2014.  
 Date of Plat or Map: May 2, 2015

Douglas W. Underwood  
 R.P.L.S. No. 4709  
 State of Texas



**ZONING NOTES**

The subject tract is located in an area designated as "A" (Agriculture) by the City of Plano Zoning Department

- Setbacks:
- Minimum Front - 10'
  - Minimum Rear - 10'
  - Minimum Side - 10'
- Max. Building Height - 5 stories; 55 feet

Multifamily is a prohibited use

\*\*Zoning Information obtained from the City of Plano Planning & Zoning Dept.

Submittal has been made to rezone as PD-MF-3

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

**FLOOD ZONE NOTES**

By graphic plotting only, this property lies partially within Zone "A" (100 yr. flood zone) and partially within Zone "X" (areas of minimal flooding) as defined by FEMA Flood Insurance Rate Map, No. 48085C0395 J, which bears an effective date of June 2, 2009.

**SCHEDULE "B" ITEMS**

- (f) Easement granted by Harold Mitchell to American Liberty Pipe Line Company, filed 02/08/1962, recorded in Vol. 593, Pg. 24, of Real Property Records, Collin County. Unable to determine location.

**LEGEND**

- P.O.B. POINT OF BEGINNING
- R.P.R.&G.C.T. REAL PROPERTY RECORDS, GRAYSON COUNTY, TX
- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TX
- VOL. VOLUME
- PG. PAGE
- ROW RIGHT-OF-WAY
- 1/2" STEEL ROD FOUND
- W. WATER METER
- S.M. SANITARY SEWER MANHOLE
- F.H. FIRE HYDRANT
- W.V. WATER VALVE
- P.P. POWER POLE
- P.E. TELEPHONE PEDESTAL
- C. CLEANOUT
- H.C.P. HANDICAP PARKING
- O.E. OVERHEAD ELECTRIC
- C.L.F. CHAINLINK FENCE
- S.F. STOCKADE FENCE
- B.W.F. BARBED WIRE FENCE

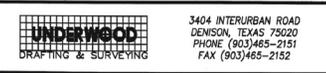
**GENERAL NOTES**

1. The property has an area of 193,702 sq. ft. or 4.447 acres of land in TRACT 1 & 819,623 sq. ft. or 18.818 acres of land in TRACT 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.

Sheet 1 of 1

Date	Revisions	Date
05/2/15		
Drawn By JCC		
Apprv. By DWJ		
Dwg. No. 15030169		
Scale 1" = 100'		

**ZONING CASE 2015-03**  
**ALTA/ACSM LAND TITLE SURVEY**



<b>Project Location</b> PLANO, TEXAS	<b>Prepared For:</b> CIVIL POINT ENGINEERS 3102 MAPLE AVENUE SUITE 404 DALLAS, TX 75201
<b>Project Address</b> PARK VISTA ROAD	<b>Job Number:</b> 15030169
<b>Project Name</b> FANOUS TRACT	

3404 INTERURBAN ROAD  
 DENISON, TEXAS 75200  
 PHONE (903)465-2151  
 FAX (903)465-2152



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 22, 2015		
Department:	Planning			
Department Head	Christina Day			
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-11 - Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley)				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no immediate financial impact. STRATEGIC PLAN GOAL: Hearing an appeal of a Planning & Zoning Commission decision relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its May 18, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 6-1. The applicant has appealed the Commission's denial. A super majority, or 6 of the 8 City Council members, is required for approval of the request. The associated Concept Plan has also been appealed and is included as a separate agenda item.				
List of Supporting Documents: Letter of Appeal from Applicant First Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Aerial Map Zoning Exhibit Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

5420 LBJ Freeway  
Suite 1275  
Dallas, TX 75240

Tel 972.560.7000  
Fax 972.560.7007  
www.brookfieldlogisticsproperties.com

**IDI Gazeley**  
Brookfield Logistics Properties

RECEIVED

MAY 26 2015

PLANNING DEPT.

May 26, 2015

Erica Marohnic, ACIP  
Senior Planner  
City of Plano  
1520 Avenue K – 2<sup>nd</sup> Floor  
Suite 250  
Plano, Texas 75074

RE: P&Z Zoning Petition and Concept Plan decision

Erica,

By way of this letter, IDI Gazeley does hereby appeal both the P&Z's decision regarding our Zoning Petition as well as P&Z's decision regarding our concept plan. Please place our case on the immediate upcoming City Council meeting agenda.

Enclosed is \$110 fee plus the \$5 fee per property owner notice for the 15 property owners that were notified.

Please let us know what further steps, if any, that we need to make to appeal both decisions made by P&Z.

Thank you for your time and consideration.



**Doug Johnson**

IDI | SVP and Regional Managing Director

.....  
DIRECT 972.560.7001 FAX 972.560.7007  
5420 LBJ Freeway, Suite 1275 Dallas, TX 75240

Latest news at [www.idi.com](http://www.idi.com)

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**ZONING CASE 2015-11 AND CONCEPT PLAN**

MAY 18, 2015

FIRST VICE CHAIRMAN'S REPORT

**Agenda Item No. 9A – Public Hearing**

**Zoning Case 2015-11** – Request to rezone 14.5 acres located on the south side of Plano Parkway, 1,950 +- feet west of Shiloh Road, from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards.

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

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

**Commission Action:** After hearing from the Applicant and one speaker for the request and two speakers against the request, some discussion was held by the commission prior to a motion to deny the requested zoning change being made by First Vice Chair Barbera and seconded by Second Vice Chair Hilburn. The motion was approved with a vote of 6-1. Commissioner O'Hanlon voted against the motion.

Comments made in support of the motion to deny included:

- The RT district should be preserved to continue to bring high paying, well educated jobs to East Plano.

**Additional Comments:** On a motion made by Second Vice Chair Hilburn and seconded by First Vice Chair Barbera, the Concept plan associated with Zoning Case 2015-11 was denied as well, by a 5-2 vote. Chairman Bender and Commissioner O'Hanlon voted against the motion.

Respectfully Submitted,



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

**DATE:** May 19, 2015  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 9A - PUBLIC HEARING  
ZONING CASE 2015-11  
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL, LLC (IDI  
GAZELEY)**

Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road **from** Research/Technology Center **to** Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

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

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

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

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

**STIPULATIONS:**

Denied. The commissioner voting in opposition to the motion did not state a reason for his opposition.

EMks

xc: David Seaman, Industrial Developments International, LLC  
Edward W. Eckart, Goodwin and Marshall, Inc.

<https://www.google.com/maps/@33.0057683,-96.672131,18z/data=!3m1!1e3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 18, 2015

**Agenda Item No. 9A**

**Public Hearing:** Zoning Case 2015-11

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

---

**DESCRIPTION:**

Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road **from** Research/Technology Center **to** Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

**HISTORY:**

A recent rezoning request from Research/Technology Center to Planned Development-Research/Technology Center for the subject property was considered by the Planning & Zoning Commission on January 20, 2015. The request included stipulations for additional square footage specific to the office/showroom-warehouse use, additional loading spaces or berths, no screening of loading or trash collection areas from adjacent properties, and an increased building height. The Commission voted to deny the request, (8-0). The applicant subsequently appealed the Commission's denial to the City Council. City Council considered the appeal on March 17, 2015 and failed to garner a supermajority, thus both motions to approve and deny failed, (4-4).

**REMARKS:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center. The Research/Technology Center (RT) zoning district is intended to create a low density, employment center consisting of office, research and development facilities, and limited assembly options. RT districts should generally accommodate several users in a campus environment.

The subject property is currently undeveloped. The requested zoning is Planned Development-Research/Technology Center to allow for Office-Showroom/Warehouse with modified development standards. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time

of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

Office-Showroom/Warehouse is defined as an establishment that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted.

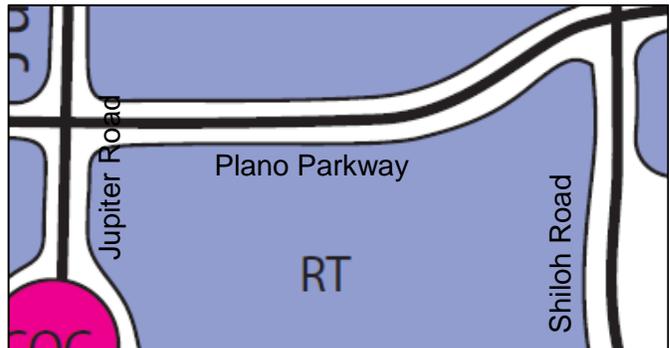
A concept plan, Central Plano Industrial Park Phase 3, Block 24, Lot 1R, accompanies this rezoning request as Agenda Item 9B.

### **Surrounding Land Use and Zoning**

The property to the north, across Plano Parkway, is zoned RT and is developed as general office. To the east, is light-intensity manufacturing zoned RT. To the south is vacant property zoned RT and a multifamily residential development zoned Planned Development-207-Retail (PD-207-R). To the west, is a general office building zoned RT.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Research/Technology Center (RT). The RT area provides for low-density office, research and development facilities, and limited assembly operations. 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.



Due to the limitations on warehouse uses, this request is not in conformance with the future land use plan.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request.

**Public Safety Response Time** - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

## **Proposed Planned Development Stipulations:**

The requested zoning is Planned Development-Research/Technology Center. There are 2 primary parts to this request: land use and building design standards.

**Land Use** - The applicant is proposing to retain RT as the base zoning district with the additional use of office-showroom/warehouse at a scale not permitted by-right.

**Design Standards** - The requested design standards are intended to add flexibility for design of the building.

Restrictions:

The permitted uses and standards shall be in accordance with the Research/Technology Center (RT) zoning district unless otherwise specified herein.

Office-Showroom/Warehouse is a permitted use subject to the following standards:

1. Maximum Loading Spaces or Berths: 15
2. An office-showroom/warehouse use is permitted only when the first floor of the building housing said uses does not exceed 150,000 square feet of gross floor area.

## **ISSUES:**

### **Background**

The RT district was established in 1998. The intent of the district is to create a low density employment center, which focuses on office and research uses and limits assembly and warehouse operations. The district has been amended several times since its inception, most recently in 2011. At that time, staff reviewed the ordinance language in order to identify if any regulations were overly burdensome and limited future development opportunities. As a part of this review, staff had discussions with the Commission, Council, and stakeholders within the district. Through these discussions, staff determined that the existing limitations on dock doors, gross floor area for office-showroom/warehouse uses and other regulations were critical to the intent and character of the RT district and should not be changed.

### **Requested Stipulations**

The applicant is requesting 2 modifications to the RT district language:

1. Increasing the maximum loading spaces from 12 to 15, and
2. Increasing the building size for office-showroom/warehouse uses from 100,000 square feet to 150,000 square feet.

The purpose of a PD is to, “promote innovative design and better development controls.” The applicant has not provided a compelling rationale for the requested modifications that justify the use of a PD. The requested stipulations are intended to gain flexibility for future development. The RT district is specific in its intent to limit warehouse operations and loading spaces. The subject property is large, and can physically accommodate development which complies with the existing RT regulations. Staff believes that the existing restrictions are necessary in order to promote uses and standards consistent with the Comprehensive Plan designation of RT and development that has occurred previously in the district.

Furthermore, the requested stipulations are not consistent with the direction received in 2011 from the Commission and Council regarding the intent of development within the RT district. If the existing regulations are overly burdensome, staff recommends the Commission perform a review the RT regulations, and if necessary, call a public hearing in order to make changes to the district that would benefit all properties.

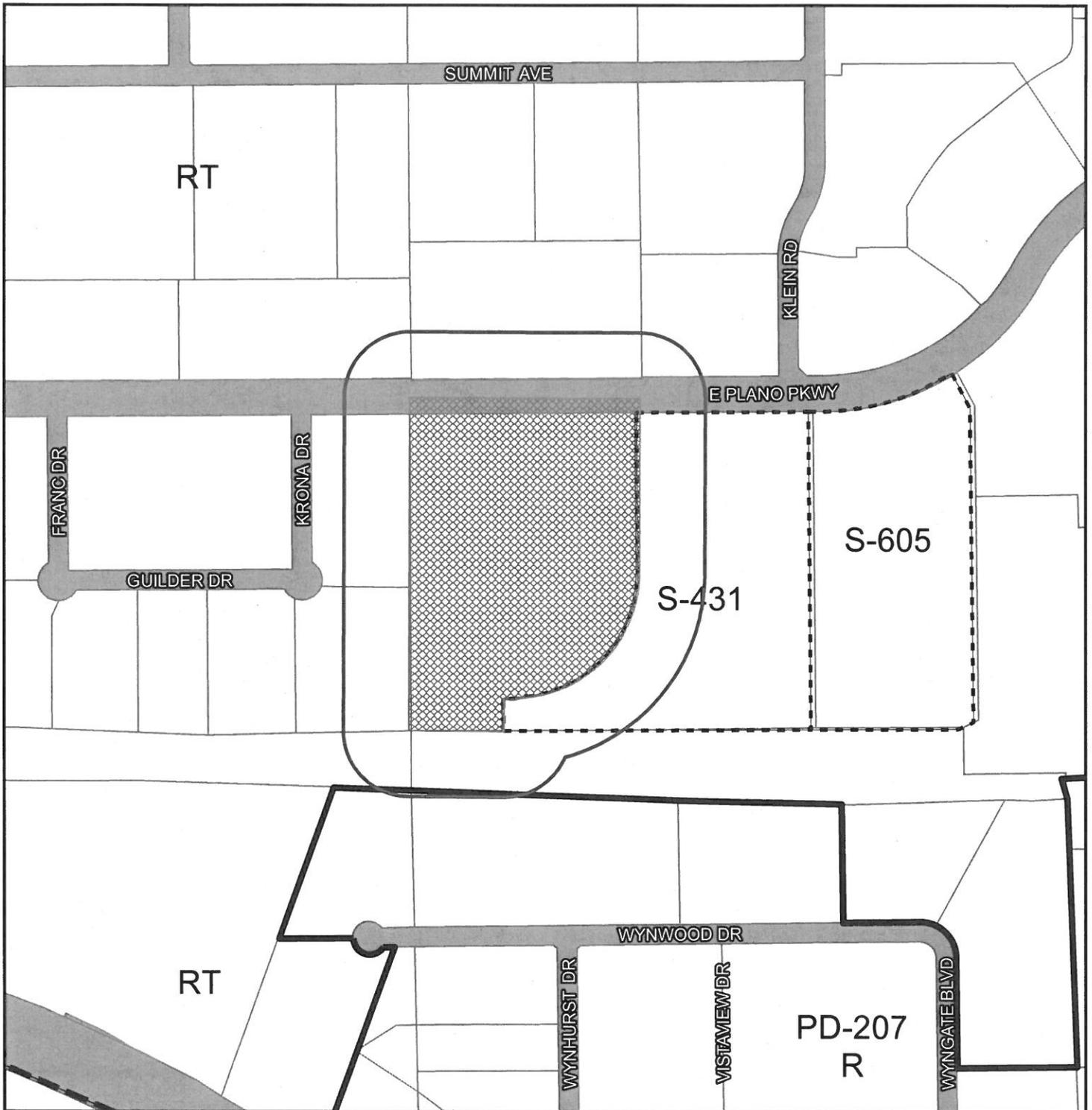
Lastly, the city has other zoning districts which provide greater flexibility for office-showroom/warehouse uses, without the specific restrictions on height, screening or loading areas that are present in RT including Light Commercial (LC), Commercial Employment (CE), Central Business-1 (CB-1), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), Regional Employment (RE), Regional Commercial (RC) and Corridor Commercial (CC).

#### **SUMMARY:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center to allow office-showroom/warehouse as a permitted use with modified development standards. The requested modifications are not consistent with the RT designation as defined by the Comprehensive Plan. The proposed stipulations are also not consistent with direction from the Commission and Council regarding the intent of the district. Furthermore, the site is large enough to provide for development flexibility which would comply with the existing regulations. For these reasons, staff recommends denial of the zoning request.

#### **RECOMMENDATION:**

Recommend for denial.

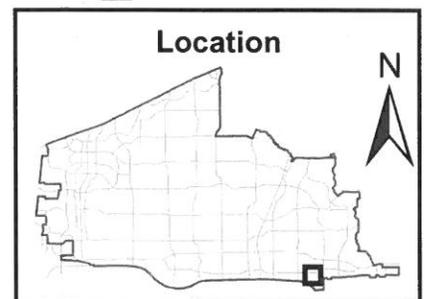


Zoning Case #: 2015-11

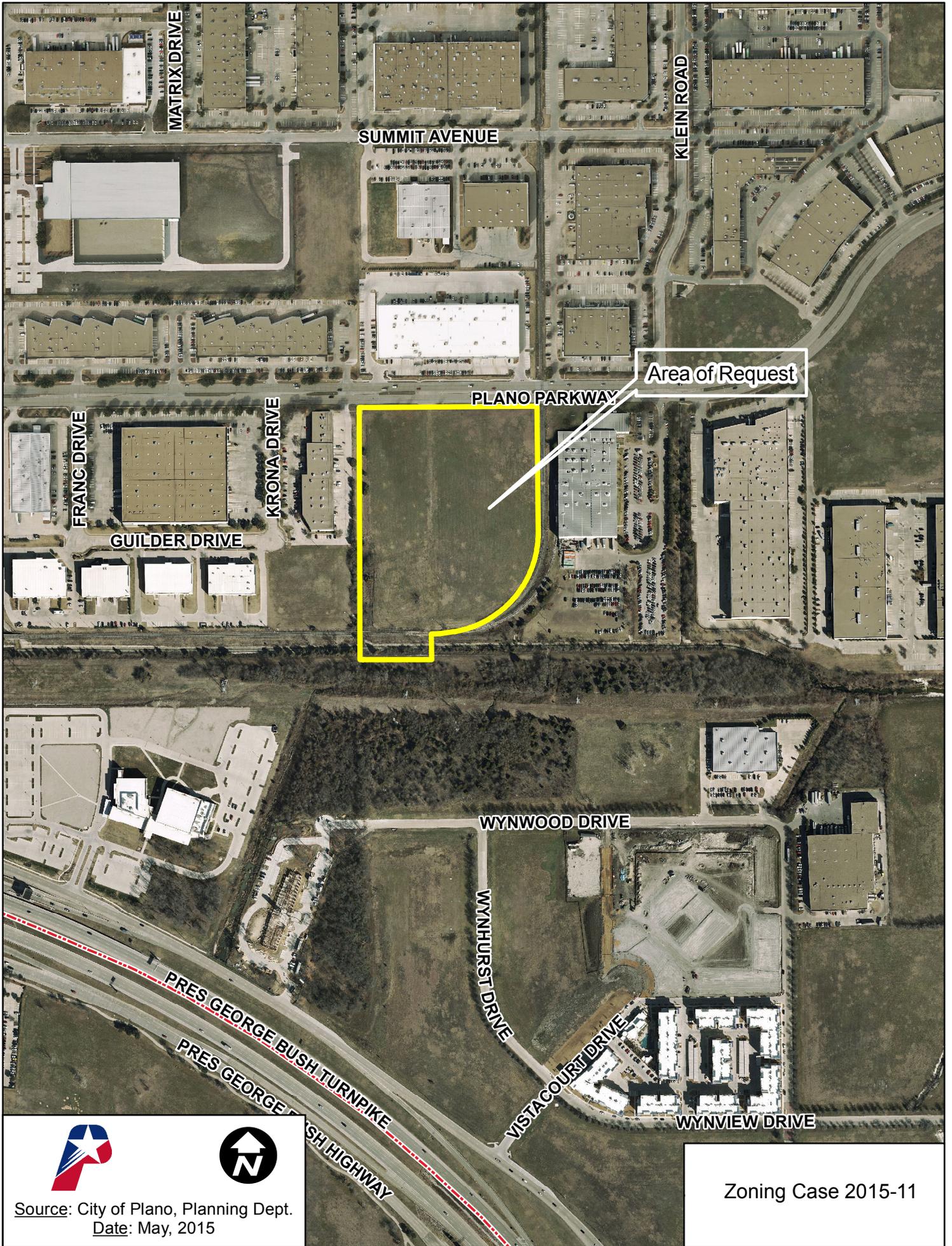
Existing Zoning: Research/Technology Center (RT)/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Research/Technology Center (PD-RT) to allow office - showroom/warehouse with modified development standards

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



Source: City of Plano Planning Department



Area of Request

D:\es\5/13/2015 X:\Dept\P&Z Locators & Graphics\22015-11A.mxd



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

Zoning Case 2015-11



LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10  
 INDUSTRIAL PARK  
 PHASE 3  
 CABINETRY CENTER  
 OFFICE/WAREHOUSE  
 RT Zoning

POINT OF BEGINNING  
 PLANO PARKWAY  
 RT Zoning

CENTRAL PLANO INDUSTRIAL PARK  
 BLOCK B LOT 1 AND 2  
 OFFICE/WAREHOUSE  
 RT Zoning

CENTRAL PLANO INDUSTRIAL PARK  
 BLOCK 3  
 OFFICE/WAREHOUSE  
 RT Zoning

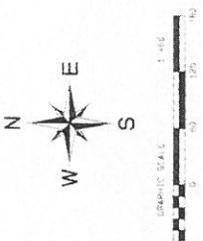
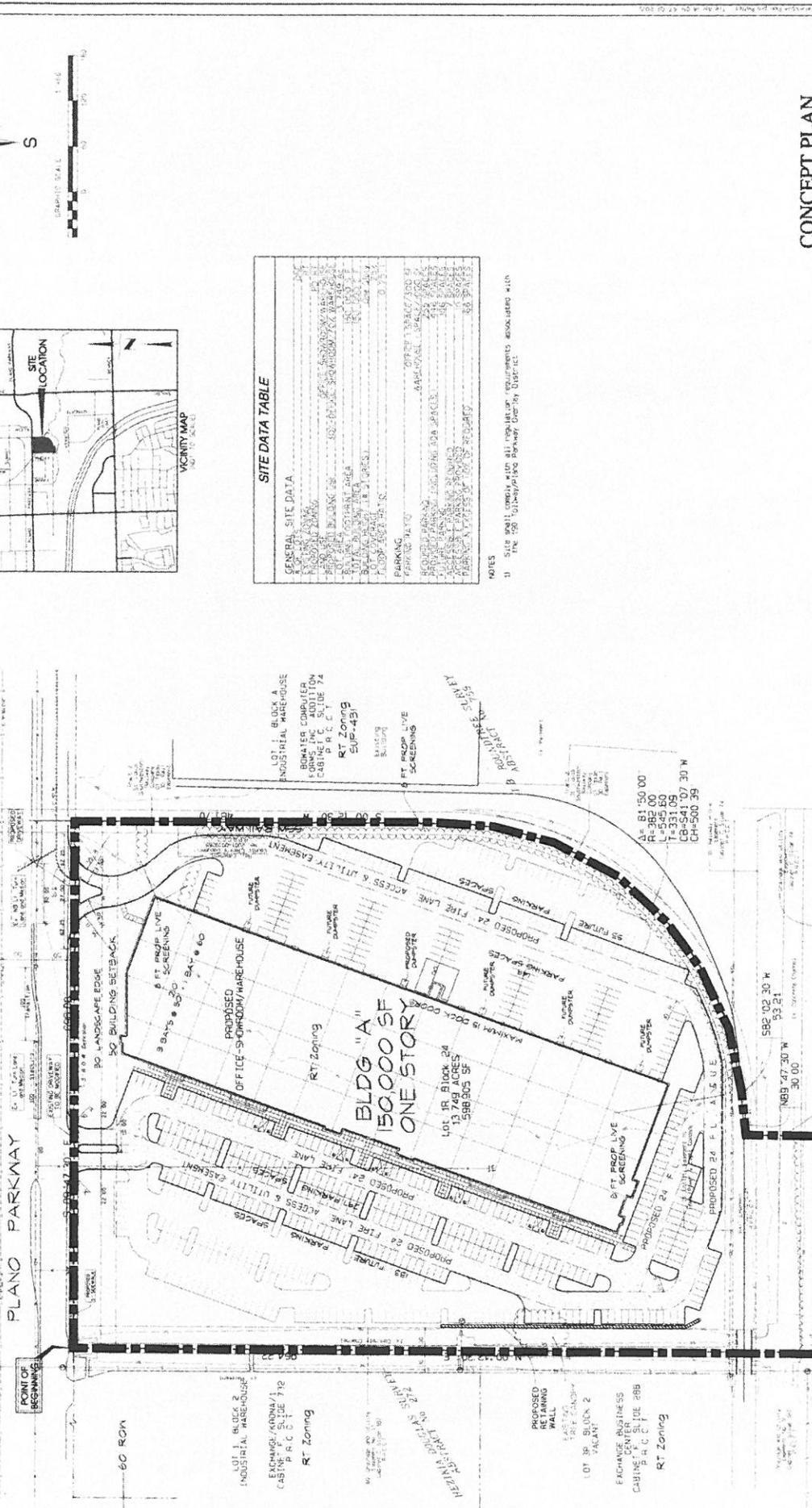
INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-431

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-431

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-431

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-431

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-431



SITE DATA TABLE	
GENERAL SITE DATA	
PROJECT NAME	CENTRAL PLANO INDUSTRIAL PARK PHASE 3
OWNER	INDUSTRIAL PARK DEVELOPMENT, L.P.
DESIGNER	COODY WILKINS & ASSOCIATES, INC.
DATE	APRIL 2015
SCALE	AS SHOWN
PROJECT NO.	13749
LOT NO.	1
TOTAL ACRES	13.749
BLDG. AREA	150,000 SF
PARKING	150 SPACES
NOTES	1) SITE WILL COMPLY WITH ALL REGULATORY REQUIREMENTS ASSOCIATED WITH THE 150,000 SQ. FT. OFFICE/WAREHOUSE

**CONCEPT PLAN**  
 for  
**CENTRAL PLANO INDUSTRIAL PARK PHASE 3**  
**BLOCK 24 LOT 1R**  
**BEING 13.749 ACRES**  
**SITUATED IN THE**  
**J.B. ROUNDTREE SURVEY, ABSTRACT NO. 739**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**  
**APRIL 2015**

PREPARED BY:  
**COODY WILKINS & ASSOCIATES, INC.**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS  
 100 HAWK DR. DALLAS, TEXAS 75243  
 (214) 343-1111  
 WWW.COODYWILKINS.COM

OWNED/DEVELOPED BY:  
**IDI Gazeley**  
 Brookfield Logistics Properties  
 1401 LBJ Fwy, Suite 200  
 Dallas, TX 75243  
 (214) 343-3333  
 www.idigazeley.com

RT Zoning  
 Light Industry  
 10 June 2010 Page 357  
 B. VACANT



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 22, 2015		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley)				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S): N/A</b>				
<b>COMMENTS:</b> This item has no immediate financial impact.				
STRATEGIC PLAN GOAL: Hearing an appeal of a Planning & Zoning Commission decision relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its May 18, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 5-2. The applicant has appealed the Commission's denial. A simple majority, or 5 of the 8 City Council members, is required for approval of the request. The associated zoning case, 2015-11, has also been appealed and is included as a separate agenda item.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Appeal from Applicant			Planning & Zoning Commission	
First Vice Chair Report				
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Concept Plan				

5420 LBJ Freeway  
Suite 1275  
Dallas, TX 75240

Tel 972.560.7000  
Fax 972.560.7007  
www.brookfieldlogisticsproperties.com

**IDI Gazeley**  
Brookfield Logistics Properties

RECEIVED

MAY 26 2015

PLANNING DEPT.

May 26, 2015

Erica Marohnic, ACIP  
Senior Planner  
City of Plano  
1520 Avenue K – 2<sup>nd</sup> Floor  
Suite 250  
Plano, Texas 75074

RE: P&Z Zoning Petition and Concept Plan decision

Erica,

By way of this letter, IDI Gazeley does hereby appeal both the P&Z's decision regarding our Zoning Petition as well as P&Z's decision regarding our concept plan. Please place our case on the immediate upcoming City Council meeting agenda.

Enclosed is \$110 fee plus the \$5 fee per property owner notice for the 15 property owners that were notified.

Please let us know what further steps, if any, that we need to make to appeal both decisions made by P&Z.

Thank you for your time and consideration.



**Doug Johnson**

IDI | SVP and Regional Managing Director

.....  
DIRECT 972.560.7001 FAX 972.560.7007  
5420 LBJ Freeway, Suite 1275 Dallas, TX 75240

Latest news at [www.idi.com](http://www.idi.com)

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**ZONING CASE 2015-11 AND CONCEPT PLAN**

MAY 18, 2015

FIRST VICE CHAIRMAN'S REPORT

**Agenda Item No. 9A – Public Hearing**

**Zoning Case 2015-11** – Request to rezone 14.5 acres located on the south side of Plano Parkway, 1,950 +- feet west of Shiloh Road, from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards.

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

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

**Commission Action:** After hearing from the Applicant and one speaker for the request and two speakers against the request, some discussion was held by the commission prior to a motion to deny the requested zoning change being made by First Vice Chair Barbera and seconded by Second Vice Chair Hilburn. The motion was approved with a vote of 6-1. Commissioner O'Hanlon voted against the motion.

Comments made in support of the motion to deny included:

- The RT district should be preserved to continue to bring high paying, well educated jobs to East Plano.

**Additional Comments:** On a motion made by Second Vice Chair Hilburn and seconded by First Vice Chair Barbera, the Concept plan associated with Zoning Case 2015-11 was denied as well, by a 5-2 vote. Chairman Bender and Commissioner O'Hanlon voted against the motion.

Respectfully Submitted,



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

**DATE:** May 19, 2015

**TO:** Applicants with Items before the Planning & Zoning Commission

**FROM:** Doug Bender, Chairman, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 9B - PUBLIC HEARING - CONCEPT PLAN  
CENTRAL PLANO INDUSTRIAL PARK PHASE 3, BLOCK 24, LOT 1R  
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL, LLC (IDI  
GAZELEY)**

Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Neighborhood #68.

**APPROVED:** \_\_\_\_\_ **DENIED:** 5-2 **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Denied. The commissioners voting in opposition to the motion did not state a reason for their opposition.

EM/ks

xc: David Seaman, Industrial Developments International, LLC  
Eddie Eckart, Goodwin & Marshall, Inc.

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 18, 2015

**Agenda Item No. 9B**

**Concept Plan:** Central Plano Industrial Park Phase 3, Block 24, Lot 1R

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

---

**DESCRIPTION:**

Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Neighborhood #68.

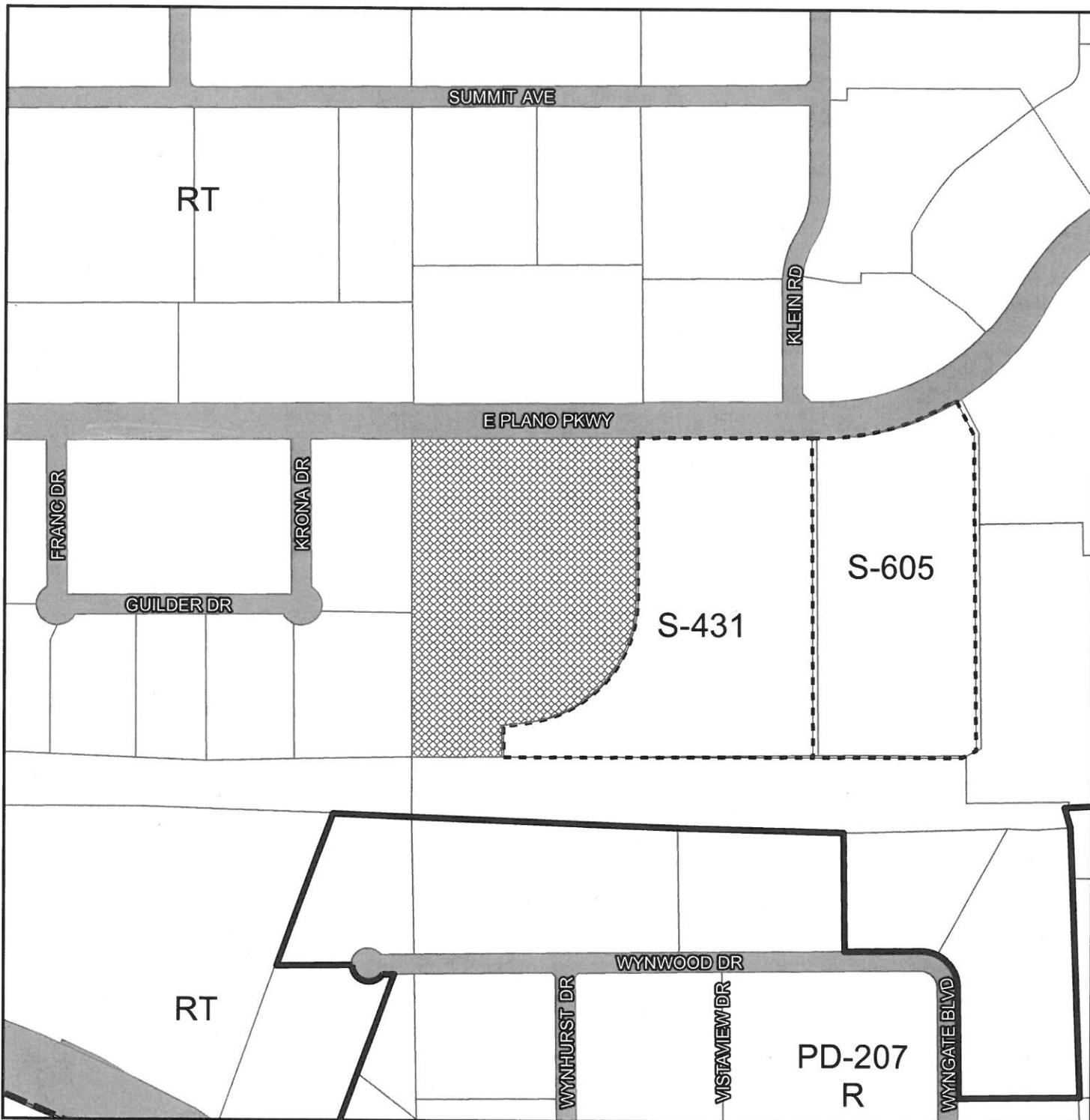
**REMARKS:**

This concept plan is associated with Zoning Case 2015-11 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed office-showroom/warehouse development and related site improvements. The concept plan complies with the stipulations as requested by Zoning Case 2015-11.

Due to staff's recommendation for denial of the companion case, Zoning Case 2015-11, staff recommends denial of the proposed concept plan.

**RECOMMENDATION:**

Recommended for denial.

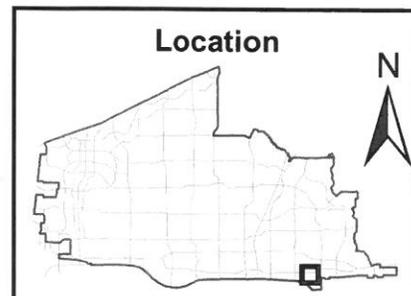


Item Submitted: CONCEPT PLAN

Title: CENTRAL PLANO INDUSTRIAL PARK, PHASE 3  
BLOCK 24, LOT 1R

Zoning: RESEARCH/TECHNOLOGY CENTER/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

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



Source: City of Plano Planning Department

