

# CITY COUNCIL

1520 AVENUE K



DATE: 9/22/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Sr. Pastor Kevin Boyd  
Legacy Church  
PLEDGE OF ALLEGIANCE: Cadette Girl Scout Troop 8638  
Wilson Middle School

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>SPECIAL RECOGNITION: Plano Independent School District, Hendrick Scholarship Foundation, and Capital One will be recognized for their support of the Plano Mayor's Internship Program (inaugural year).</p> <p>PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day.</p> <p>PROCLAMATION: September is being recognized as Ovarian Cancer Awareness Month.</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>	
(a)	<p><b><u>Approval of Minutes</u></b>  September 8, 2014</p>	
	<p><b><u>Approval of Expenditures</u></b></p>	
(b)	<p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b>  RFP No. 2014-169-C for a one (1) year contract with three (3) City optional one (1) year renewals for Vision Insurance, to be utilized by Human Resources to United Healthcare Insurance Company, in an estimated total amount of \$923,560 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2014-315-B for Davis Library Parking Improvements – Project No. 6437, to Jim Bowman Construction Company, LP, in the amount of \$114,852 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2014-333-B for the purchase of eleven (11) Chevrolet 1/2-ton pickups from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$243,248 and the purchase of one (1) Dodge Ram 3/4-ton pickup from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$22,950; and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>Bid No. 2014-288-B for the Courtyard Theater Site Improvements to Cole Construction, Inc. in the amount of \$323,000 and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p><b>Purchase from an Existing Contract</b>  To approve the purchase of material testing services for the 15th Street Reconstruction – G Avenue to U.S. 75 project, in the amount of \$154,690 from GME Consulting Services, Inc. through an existing contract (Contract No. 2014-12-D); and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>To approve the purchase of renovations at Fire Station No. 4 &amp; 7 in the amount of \$170,010 from SDB, Inc., through an existing contract/agreement with TIPS/TAPS, and authorizing the City Manager to execute all necessary documents. (TIPS/TAPS Contract No. 10012413)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve the purchase of 14 Oncore Video Detection Systems from Paradigm Traffic Systems, Inc., in the amount of \$240,212 through an existing City of Grand Prairie contract for Public Works, and authorizing the City Manager to execute all necessary documents. (City of Grand Prairie Contract No. 13104)	
(i)	To approve the purchase of Video Detection equipment from Paradigm Traffic Systems, Inc., for a one (1) year contract with three (3) City optional renewals, in the estimated annual amount of \$425,000 through an existing City of Grand Prairie contract and authorizing the City Manager to execute all necessary documents. (City of Grand Prairie Contract No. 13104)	
	<b>Approval of Expenditure</b>	
(j)	To approve an expenditure for a Medical Cot Maintenance Agreement in the amount of \$69,524 from Stryker for the maintenance of Stryker Power PRO XT Cots for the Fire Department and authorizing the City Manager to execute all necessary documents.	
(k)	To approve expenditures for Buffington Community Services Grant funds in the amount of \$269,330 for the provision of various community services; and authorizing the City Manager to execute all necessary documents.	
(l)	To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$779,250 for heritage preservation; and authorizing the City Manager to execute all necessary documents.	
(m)	To approve an expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., for the City of Plano Digital Radio System in the estimated amount of \$506,760 and authorizing the City Manager to execute all necessary documents.	
(n)	To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$50,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(o)	To approve the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(p)	To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(r)	To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$500,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
	<b><u>Adoption of Resolutions</u></b>	
(s)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of each city to participate in training classes offered by the other city, authorizing its execution by the City Manager; and providing an effective date.	
(t)	To ratify the terms and conditions of an Interlocal Agreement by and between City of Plano and the University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.	
(u)	To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and AMS-TAOS USA Inc., a Nevada corporation; authorizing its execution by the City Manager; and providing an effective date.	
(v)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.	
(w)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.	
	<b><u>Adoption of Ordinances</u></b>	
(x)	To repeal Ordinance No. 2014-7-6; establishing the number of certain classifications within the Fire Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; and providing a repealer clause, a severability clause and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(y)	To repeal Ordinance No. 2013-9-31; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 22, 2014; and providing a repealer clause, a severability clause and an effective date.	
(z)	To repeal Ordinance No. 2013-10-31; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.	
(aa)	To repeal in its entirety Ordinance No. 2013-9-28, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, a publication clause and an effective date.	
(bb)	To repeal Ordinance No. 2014-9-4 in its entirety and adopt a new ordinance to amend Section 21-2(f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and an effective date.	
<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p>		
<p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>		
<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>		

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-29 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 653 so as to allow the additional use of Health/Fitness Center on 0.1± acre of land located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard, in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 592 for Kennel (Indoor Pens)/Commercial Pet Sitting; 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: Main Street Plaza, LTD.</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-30 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 654 so as to allow the additional use of Mid-Rise Residential on 8.3± acres of land located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional 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: Acres of Sunshine, LTD.</p>	
(3)	<p>Consideration of an appeal of the Planning &amp; Zoning Commission's approval of the Preliminary Site Plan and Concept Plan for Haggard Farm Addition, Block A, Lots 1 &amp; 2. Zoned Regional Commercial/Dallas North Tollway Overlay District. Applicant: Director of Planning</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:		September 22, 2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Mary Wright x7147</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: PISD, Hendrick Scholarship Foundation, and Capital One will be recognized for their support of the Plano Mayor's Internship Program (inaugural year).				
<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	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



# 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:		09/22/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day.				
<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	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



# 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:		September 22, 2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Mary Wright x7147</b>				
<b>CAPTION</b>				
PROCLAMATION: September is being recognized as Ovarian Cancer Awareness Month.				
<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	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
September 8, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere called the meeting to order at 5:23 p.m., Monday, September 8, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:51 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session**

No items were brought forward.

## **Finance Department Briefing**

Director of Finance Tacke stated the seven divisions of the Finance Department include Finance Administration, Accounting, Purchasing/Warehouse, Financial Systems, Treasury, Municipal Court Administration, and Customer and Utility Services. She spoke to the Finance Administration's two employees' responsibility for analysis, reporting, supervision, execution of Tax Abatement and Economic Development agreements, and facilitation of the Tax Increment Financing Districts. Ms. Tacke reported the Accounting Division's 16 employees are responsible for timely and accurate recording of the City's transactions including payments, payroll and journal entries, the Comprehensive Annual Financial Report, and establishing and maintaining internal controls. She acknowledged the division's awards and recognitions.

Ms. Tacke spoke to the Purchasing Division's 18 employees being responsible for ensuring the timely availability of needed goods, garnering competition to produce the highest quality goods at the lowest price, and inventory control and asset disposal. She detailed the division's accolades. Ms. Tacke reported the Financial Systems division's two employees are responsible for installation, support, and maintenance of the City's financial software and servers. She stated the Treasury Division's two employees are responsible for cash management, investments, reporting, Comprehensive Monthly Financial Report, unclaimed property reporting, delinquent taxpayer list, and issuance of GO and Municipal Drainage bonds.

Ms. Tacke spoke to the Municipal Court Administration Division's responsibilities of timely and accurate processing of citations and complaints, customer service, collection of fines and fees, efficient docketing and courtroom support. She provided information on revenues collected, state costs, and that the Plano Municipal Court is a benchmark city due to its progressive processes and policies. Ms. Tacke discussed the Customer and Utilities Services Division's 31 employees are responsible for accurately reading meters, responding to customer calls, and collection of utility payments.

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

No items were discussed.

## **Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:01 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST:

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
September 8, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
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, September 8, 2014, at 7:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Minister Crawford from Meadows Baptist Church led the invocation and Cub Scout Pack 18 from Saigling Elementary led the Pledge of Allegiance.

Mayor LaRosiliere presented a proclamation recognizing the InTouch Credit Union Plano Hot Air Balloon Festival, recognized Selso Mata for being named Building Official of the Year, and recognized the Planning Department for receiving a Certificate of Planning Excellence.

**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** (Consent Agenda Item “A”)

August 25, 2014  
September 3, 2014

**Approval of Expenditures**

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

**Bid No. 2014-260-B** for maintenance and cosmetic upgrades at the Carpenter Park Recreation Center from Criterion Contractors, Inc., in the amount of \$172,500 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2014-311-B** for the purchase of two (2) Ford F250 4X4 Crew Cab Pickups for the Fleet Services Department, to be utilized by the Fire Department from Sam Pack’s Five Star Ford in the amount of \$55,090 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2014-301-B** for the purchase of three (3) Ford F350 Extended Cab, 1-Ton Trucks with Utility Bodies and one (1) Ford F350 Crew Cab, 1-Ton Truck with Utility Body for the Fleet Services Department, to be utilized by the Parks and Recreation Department and Public Works Department from Sam Pack’s Five Star Ford in the amount of \$123,578 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**CSP No. 2014-142-C** for the purchase, installation and maintenance of an Interview Room Audiovisual Recording and Content Management System for the Police Department to MediaSolv Solutions Corporation in the amount of \$198,054 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Purchase from an Existing Contract**

To approve a contract to purchase new furniture for the remodeled Technology Services Center from Facilitech dba Business Interiors in the amount of \$303,153 and Texas Furniture Source, Inc., in the amount of \$44,190 for a total amount of \$347,343 through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule) and authorizing the City Manager to execute all necessary documents. (TXMAS 3-7110160, 3-711110209, 4-7110240, 6-7110140, 6-71111060, 7-110180, 7-7110170-3, 9-711020, 11-71050, 11-73050, 13-71070) (Consent Agenda Item “F”)

To approve the purchase of Chisholm Trail Drainage Improvements at Spring Creek Parkway for the Parks and Recreation Department in the amount of \$130,595 from Kellogg Brown and Root LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R5087) (Consent Agenda Item “G”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$132,000 for the Legacy Drive U-Turn Bridge at Dallas North Tollway, Project No. 6491; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

**Adoption of Resolutions**

**Resolution No. 2014-9-1(R):** To approve the Third Amended Bylaws of the Plano Health Facilities Development Corporation to change the term of the officers on the Board of Directors to two (2) years and authorize the Board to hold an election within six (6) months of an office being vacated; and providing an effective date (Consent Agenda Item "I")

**Adoption of Ordinances**

**Ordinance No. 2014-9-2:** To authorize a one-time three percent (3%) lump sum payment for Battalion Chiefs for the 2014-2015 fiscal year in lieu of the three percent (3%) across-the-board increase for other employees; establishing a salary plan for the Fire Department effective September 22, 2014 and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item "J")

**Ordinance No. 2014-9-3:** To amend Section 2-1(e) of the City Code of Ordinances of the City of Plano, Texas to allow non-profit organizations to use the City logos and/or brand upon written approval of the City Manager; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item "K")

**Ordinance No. 2014-9-4:** To amend Section 21-2(f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and an effective date. (Consent Agenda Item "L")

**END OF CONSENT**

**Ordinance No. 2014-9-5** to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and providing an effective date. (Public Hearing held on August 11, 2014.) (Regular Item "1")

Director of Budget and Research Rhodes-Whitley stated this item is to adopt the Operating Budget for Fiscal Year 2014-2015 in the amount of \$469 million and that updated fund summaries were included in the packet.

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 8-0, to adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and further to adopt Ordinance No. 2014-9-5.

**Ordinance No. 2014-9-6** to approve and adopt the Community Investment Program and setting the appropriations for 2014-15; and providing an effective date. (Public Hearing held on August 11, 2014.) (Regular Item “2”)

Director of Budget and Research Rhodes-Whitley stated this item approves the Community Investment portion of the budget for Fiscal Year 2014-2015 in the amount of \$158 million.

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and further to adopt Ordinance No. 2014-9-6.

**Ordinance No. 2014-9-7** to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2014, and terminating September 30, 2015, and providing an effective date. (Public Hearings were held on August 25, 2014 and September 3, 2014.) (Regular Item “3”)

Director of Budget and Research Rhodes-Whitley stated this item is adopt the proposed tax rate of 48.86 cents per \$100 of assessed property valuation and the tax rate has been the same since Fiscal Year 2009-2010.

Council Member Miner made a motion stating that the property tax rate will be increased by the adoption of a tax rate of 48.86 cents, which is effectively a 4.046 percent increase on the tax rate and to ratify the property tax increase reflected in the budget adopted for the fiscal year beginning October 1, 2014 and ending September 30, 2015; Council Member Davidson seconded the motion and the Council voted 8-0 to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and further to adopt Ordinance No. 2014-9-7.

**Ordinance No. 2014-9-8** to ratify the property tax revenue increase in the 2014-15 Budget as a result of the City receiving more revenues from property taxes in the 2014-15 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 25, 2014 and September 3, 2014.) (Regular Item “4”)

Director of Budget and Research Rhodes-Whitley stated this item ratifies the tax revenue increase by acknowledging the tax rate revenue is increased by 4.046 percent from last year.

Upon a motion made by Council Member Miner and seconded by Council Member Duggan, the Council voted 8-0, to ratify the property tax rate increase reflected in the budget adopted for the fiscal year beginning October 1, 2014, and terminating September 30, 2015 as a result of the City receiving more revenues from property taxes in the 2014-15 Budget; and further to adopt Ordinance No. 2014-9-8.

**Public Hearing and adoption of Resolution No. 2014-9-9(R)** to approve the use or taking of a portion of City of Plano public Park Land, known as Haggard Park pursuant to Chapter 26 of the Texas Parks and Wildlife Code and Section 4(f) of the Department of Transportation Act (49 U.S.C. §303) to approve using a portion of dedicated Park Land as a permanent easement for purposes of relocating Dallas Area Rapid Transit (DART) owned 15<sup>th</sup> Street Signal Equipment to a Central Instrumentation House (CIH); authorizing the City Manager to execute all necessary documents; and providing an effective date. (Regular Item “5”)

Director of Parks and Recreation Fortenberry stated this public hearing satisfies legal requirements for allocating a portion of public park land as an easement for relocation of the Dallas Area Rapid Transit Centralized Instrumentation House (CIH). She spoke to the current equipment location blocking pedestrian traffic and the proposed new location for the CIH is in the Haggard Park parking lot. Ms. Fortenberry discussed the parking lot improvements, including moving handicapped parking spaces and a new planter; and the dimensions of the CIH structure. She spoke to the necessity of the project and the alternate locations reviewed, but found not feasible. Ms. Fortenberry stated the project was reviewed by staff and was not found to have a negative impact on the park.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing. Mayor LaRosiliere stated the Council as a group must acknowledge there is no feasible and prudent alternative as proposed, project planning minimizes harm to the park land resulting from the project, and the project does not adversely affect the park land. The Council stated concurrence.

Upon a motion made by Council Member Downs and seconded by Council Member Gallagher, the Council voted 8-0, to approve the use or taking of a portion of City of Plano public Park Land, known as Haggard Park pursuant to Chapter 26 of the Texas Parks and Wildlife Code and Section 4(f) of the Department of Transportation Act (49 U.S.C. §303) to approve using a portion of dedicated Park Land as a permanent easement for purposes of relocating Dallas Area Rapid Transit (DART) owned 15<sup>th</sup> Street Signal Equipment to a Central Instrumentation House (CIH); and further to adopt Resolution No. 2014-9-9(R).

**Approval a Professional Services Agreement** by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC. in the amount of \$65,679 for the 14th/15th Street DART Signal Cabinet Relocation project and authorizing the City Manager to execute all necessary documents. (Regular Item “6”)

Director of Engineering Carr stated this agreement is in conjunction with the previous item and is for the design portion of the project to move the Centralized Instrumentation House and that the construction contract will be brought back to the Council for approval. He reported the project costs will be reimbursed by DART using local assistance payment funds.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0, to approve a Professional Services Agreement by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC. in the amount of \$65,679 for the 14th/15th Street DART Signal Cabinet Relocation project.

**Public Hearing and Ordinance No. 2014-9-10** as requested in Zoning Case 2014-21, to repeal in its entirety Ordinance No. 81-5-7; thereby rescinding Specific Use Permit No. 74 for the additional use of a Private Club on 0.4± acre of land located on the south side of 14th Street, 165± feet east of U.S. 75 in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 74 for Private Club, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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: City of Plano (Regular Item “7”)

Director of Planning Day stated staff is continuing to rescind underutilized specific use permits for private clubs to clean-up the zoning map. She advised the restaurant at the location is applying for a mixed beverage alcohol permit and no longer needs the specific use permit and that no letters were received in support or against the proposed change.

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

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, rescinding Specific Use Permit No. 74 for the additional use of a Private Club on 0.4± acre of land located on the south side of 14th Street, 165± feet east of U.S. 75 in the City of Plano, Collin County, Texas; directing a change accordingly in the official zoning map of the City; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-21; and further to adopt Ordinance No. 2014-9-10.

Mayor LaRosiliere stated he was pleased to see the budget passed with \$57 million allocated for street improvements. Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:35 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:		9/22/14			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
RFP No. 2014-169-C for a one (1) year contract with three (3) City optional one (1) year renewals for vision insurance, to be utilized by Human Resources to United Healthcare Insurance Company, in an estimated total amount of \$923,560, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>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		0	0	923,560	<b>923,560</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-923,560	<b>-923,560</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    HEALTH CLAIMS FUND</b>					
<p><b>COMMENTS:</b> This item, in the total amount \$923,560, approves a contract for vision insurance through the 2018 calendar year at an annual cost of \$230,890. Funding for this contract will come solely through the employee contributions to the Health Claims Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracting for vision insurance for the vision component of Plano's medical plan relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends awarding a one (1) year contract with three (3) City optional one (1) year renewals for RFP 2014-169-C for vision insurance to United Healthcare Insurance Company, in an estimated total amount of \$923,560 to be utilized by Human Resources and conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

To: Diane Palmer-Boeck, Purchasing Manager

From: Andrea Cockrell, Administrative Services Manager

Date: September 12, 2014

Re: Award of Bid RFP 2014-169-C for Vision Insurance

---

The Vision Insurance contract is the fully-insured vision insurance product for the employees, dependents and retirees. The Evaluation Committee reviewed and evaluated seven (7) proposals in response to the Request for Proposal (RFP) for Vision Insurance: United Healthcare (the incumbent), Guardian, The Standard, Davis Vision Incorporated, VSP Vision Care, Block Vision and Superior Vision.

Members of the Evaluation Committee rated each proposal independently, without reviewing cost of service. The City's benefits consultant also prepared a comparison spreadsheet so all similarities and differences would be easily visible. The final scores were discussed amongst the Evaluation Committee. Lastly, the pricing was factored into the overall final score.

The evaluation criteria were based on:

- Administrative Flexibility – 25%
- Network/Discounts – 10%
- Reporting/Reporting Flexibility – 10%
- Reputation and References – 15%
- Pricing – 40%

Final results showed United Healthcare (UHC) with the overall highest scores without respect to pricing. The estimated annual cost of the contract is \$230,890 (a 10% reduction from the previous contract) totaling \$923,560 for years 2014 - 2018. UHC has also guaranteed the price for 4 years. The employees incur 100% of the cost of the contract; the City merely withholds and disburses the premiums to the vendor. After taking everything into consideration, including the scores, provider network disruption, implementation requirements, and ease of transition with current carrier, the Evaluation Committee recommends the contract be awarded to United Healthcare (UHC).

Failure to renew this contract will leave employees without access to vision insurance.

CITY OF PLANO

---

---

**RFP No.: 2014-169-C**  
**RFP for VISION INSURANCE**

**RFP RECAP**

---

---

**RFP Opening Date/Time:** **Monday, April 21, 2014 @ 3:00 p.m. (CDT)**

**Number of Vendors Notified:** 1646

**Vendors Submitting "No Bids":** None

**Number of Proposals Considered:** 7

<b><u>Estimated Overall Cost:</u></b>	Davis Vision	\$205,998
	The Standard	\$212,052
	Block Vision	\$229,951
	United Healthcare Insurance Company	\$230,890
	Superior Vision	\$240,315
	VSP Vision Care	\$253,706
	Guardian	\$277,941

**Recommended Vendor(s):**

United Healthcare Insurance Company is the recommended vendor for this contract award based on the overall highest technical score without respect to pricing. The estimated annual contract award amount of \$230,890 will be awarded to United Healthcare Insurance Company.

---

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

*Sharron Mason*

*August 29, 2014*

---

Sharron Mason  
Sr. Buyer

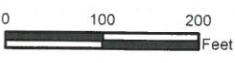
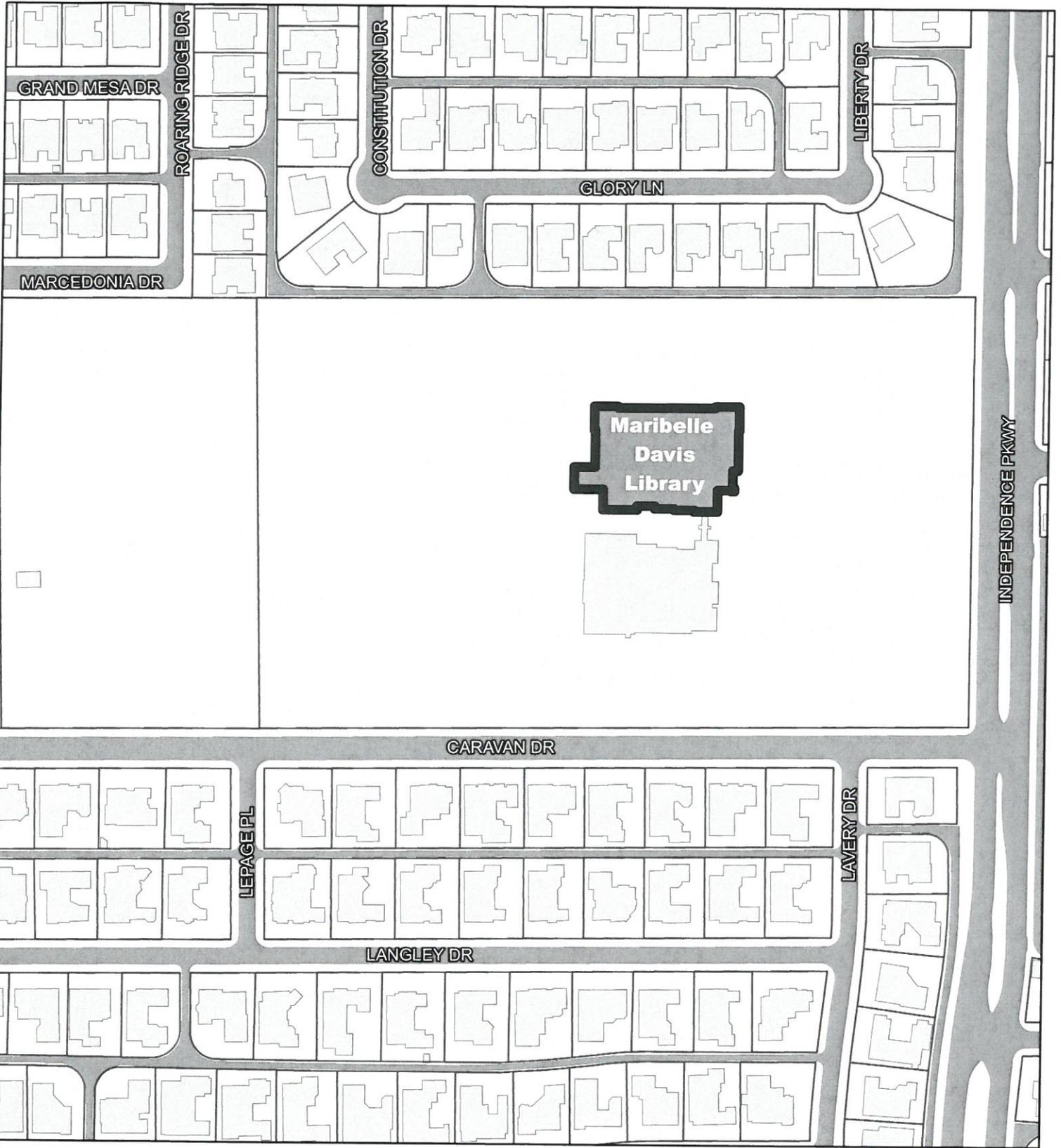
Date



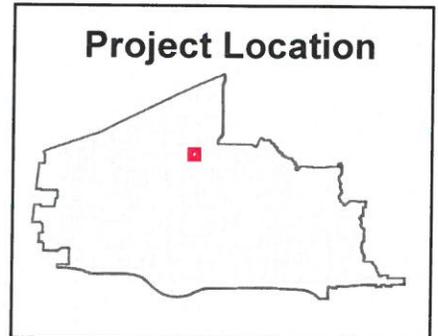
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/22/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6437
<b>CAPTION</b>				
Bid No. 2014-315-B for Davis Library Parking Improvements – Project No. 6437, to Jim Bowman Construction Company, LP, in the amount of \$114,852 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	230,000	0	<b>230,000</b>
Encumbered/Expended Amount	0	-29,200	0	<b>-29,200</b>
This Item	0	-114,852	0	<b>-114,852</b>
<b>BALANCE</b>	<b>0</b>	<b>85,948</b>	<b>0</b>	<b>85,948</b>
<b>FUND(S):    LIBRARY FACILITIES CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the Library Facilities CIP. This item, in the amount of \$114,852, will leave a current year balance of \$85,948 for remaining maintenance and improvement items for the Davis Library project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Parking lot improvements at Davis Library relate to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid from Jim Bowman Construction Company, LP, in the amount of \$114,851.95, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is Cam-Crete Contracting, Inc. in the amount of \$118,904.00.</p> <p>Engineer's estimate was \$112,000.00.</p> <p>The project consists of the construction of additional parking spaces along existing fire lane.</p> <p><a href="https://maps.google.com/maps?q=independence+%26+caravan+plano+tx&amp;hl=en&amp;ll=33.079172,-96.749983&amp;spn=0.007444,0.016512&amp;sl=33.079151,-96.749988&amp;sspn=0.00748,0.016512&amp;hnear=Independence+Pkwy+%26+Caravan+Dr,+Plano,+Texas+75025&amp;t=h&amp;z=17&amp;lc=com.panoramio.all">https://maps.google.com/maps?q=independence+%26+caravan+plano+tx&amp;hl=en&amp;ll=33.079172,-96.749983&amp;spn=0.007444,0.016512&amp;sl=33.079151,-96.749988&amp;sspn=0.00748,0.016512&amp;hnear=Independence+Pkwy+%26+Caravan+Dr,+Plano,+Texas+75025&amp;t=h&amp;z=17&amp;lc=com.panoramio.all</a></p>				
List of Supporting Documents: Location Map, Bid Recap		Other Departments, Boards, Commissions or Agencies N/A		

sharif 8/27/2014 C:\Analysis\Projects\Engineering\Council\genral\ocator\maps\08-27-14\_Davis.Library\Davis.mxd



May 2014  
Source: City of Plano GIS Division



# CITY OF PLANO

**Bid No. 2014-315-B**

**Davis Library Parking Improvements – Project No. 6437**

## **Bid Recap**

---

---

**Bid opening Date/Time:** August 19, 2014 @ 10:00 AM

**Number of Vendors Notified:** 5,084

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 5

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Jim Bowman Construction Co. LP	\$114,852.00
Cam-Crete Contracting, Inc	\$118,904.00
Pavecon Public Works, LP	\$124,553.00
FNH Construction, LLC	\$129,672.00
Boyd Construction Services, LLC	\$198,647.00
 <b><u>Recommended Vendor(s):</u></b>	
Jim Bowman Construction Co. LP	\$114,852.00

*Corey Isaacs*

Corey Isaacs, Buyer I

---

August 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:		9/22/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x 7376</b>				
<b>CAPTION</b>				
Bid No. 2014-333-B for the purchase of eleven (11) Chevrolet 1/2-ton pickups from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$243,248 and the purchase of one (1) Dodge Ram 3/4-ton pickup from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$22,950, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	304,000	0	<b>304,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-266,198	0	<b>-266,198</b>
BALANCE	0	37,802	0	<b>37,802</b>
<b>FUND(s):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase eleven (11) Chevrolet 1/2-ton pickups and one (1) Dodge Ram 3/4-ton pickup for scheduled replacement of units #07903 in Cost Center #364/ICAD, #01349 in Cost Center #658/Ground Maintenance Dist., #3, #01347 and #02310 in Cost Center #634/Park Field Services, #04307 in Cost Center #624/Building Inspections, #01348 in Cost Center #649/Natural Resources, #03312 in Cost Center #742/Streets, #04309 in Cost Center #744/Signs and Markings, #03313 in Cost Center #763/Utility Dist., #2, #06323, #06325, and #08319 in Cost Center #748/Environmental Waste Collections. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing eleven (11) Chevrolet 1/2-ton pickups and one (1) Dodge Ram 3/4-ton pickup for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Fleet Services recommends the bid of Caldwell Country Automotive (aka Baby Jack II) in the amount of \$243,248 and the bid of Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$22,950, be accepted as the lowest responsive, responsible bids, and conditioned upon timely execution of any necessary contract documents. (Bid No. 2014-333-B)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Award Memo		NA		
Bid Recap				



# Memorandum

**Date:** September 4, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Pickup Truck Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-333-B and recommends the purchase of Lines 1, 3, 4, and 5 from Caldwell Country Automotive (aka Baby Jack II), the lowest responsive, responsible bidder, in the amount of \$243,248.00. The apparent low bid of Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) for these lines did not meet the minimum GVWR requirements as specified and was deemed nonresponsive.

Fleet recommends the purchase of Line 2 from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep), the lowest responsive, responsible bidder, in the amount of \$22,950.00.

These vehicles are for the scheduled replacement of the following units approved in the FY13-14 Equipment Replacement Fund:

- Line 1: Replacement of 07903 in Cost Center 364/ICAD
- Line 2: Replacement of 01349 in Cost Center 658/Ground Maintenance Dist. #3
- Line 3: Replacement of 01347 and 02310 in Cost Center 634/Park Field Services.
- Line 4: Replacement of 04307 in Cost Center 624/Building Inspections, 01348 in Cost Center 649/Natural Resources, 03312 in Cost Center 742/Streets, 04309 in Cost Center 744/Signs and Markings and 03313 in Cost Center 763/Utility Dist. #2.
- Line 5: Replacement of 06323, 06325 and 08319 in Cost Center 748/Environmental Waste Collections.

Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance, along with increased down time, and it would limit the Departments in their capacity to provide services.

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

**CITY OF PLANO  
BID NO. 2014-333-B  
Twelve (12) Pickups  
BID RECAP**

---

---

**Bid Opening Date/Time:** September 3, 2014 @ 3:00 pm

**Number of Vendors Notified:** 826

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

**Bids Deemed Nonresponsive:** 1

**Number of Bids Submitted:** 5

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)      Line Item 2 \$ 22,950.00  
[Line Items 1, 3, 4, and 5 Nonresponsive]

Caldwell Country Automotive (aka Baby Jack II)      Line Item 1 \$ 20,647.00  
Line Item 2 \$ 23,694.00  
Line Item 3 \$ 41,974.00  
Line Item 4 \$ 107,940.00  
Line Item 5 \$ 72,687.00

Gun Chevrolet      Line Item 1 \$ 26,466.01  
Line Item 2 \$ 24,557.14  
Line Item 3 \$ 43,293.42  
Line Item 4 \$ 111,690.25  
Line Item 5 \$ 74,142.00

Reliable Chevrolet      Line Item 1 \$ 21,545.00  
Line Item 2 \$ 24,176.00  
Line Item 3 \$ 45,726.00  
Line Item 4 \$ 117,385.00  
Line Item 5 \$ 77,331.00

Randall Reed's Prestige Ford      Line Item 1 \$ 22,000.00  
Line Item 2 \$ 23,300.00  
Line Item 3 \$ 46,800.00  
Line Item 4 \$ 117,500.00  
Line Item 5 \$ 77,100.00

**Recommended Vendors:**

Caldwell Country Automotive (aka Baby Jack II)  
Line Items 1, 3, 4, and 5      \$ 243,248.00

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)  
Line Item 2      \$ 22,950.00

*Lincoln Thompson*

---

Lincoln Thompson  
Senior Buyer

*September 10, 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:		9/22/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Bid No. 2014-288-B for the Courtyard Theater Site Improvements to Cole Construction, Inc. in the amount of \$323,000 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</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	151,871	1,620,000	1,350,000	<b>3,121,871</b>
Encumbered/Expended Amount	-151,871	-1,637,864	0	<b>-1,789,735</b>
This Item	0	0	-323,000	<b>-323,000</b>
<b>BALANCE</b>	0	-17,864	1,027,000	<b>1,009,136</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are available in the 2014-15 Park Improvement CIP. This item, in the amount of \$323,000, will leave a balance of \$1,009,136 available for further improvements throughout the Plano Park System.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructing various improvements to enhance an existing facility and improve its appearance relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid from Cole Construction, Inc. in the amount of \$323,000 be accepted as the lowest responsible bid for the Courtyard Theater site improvements project conditioned upon timely execution of any necessary contract documents.</p> <p>This project is for the construction of a new entry drive from G Avenue into the existing parking lot, reconfiguration of the parking lot to provide screening of the back of the adjacent businesses, construction of additional parking spaces for a net gain of 15 spaces, screening of dumpsters and landscape and irrigation improvements. The project also includes sidewalk pavers and tree planting along G Avenue similar to improvements on 15th Street.</p> <p>In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, Phillips/May Corporation in the amount of \$349,333. The bid of Cole Construction, Inc. is above the consultant's estimate of \$252,000. Staff and the consultant do not believe that rebidding the project will result in lower bids.</p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map:

<http://goo.gl/maps/Ghr8o>

List of Supporting Documents:

Location Map

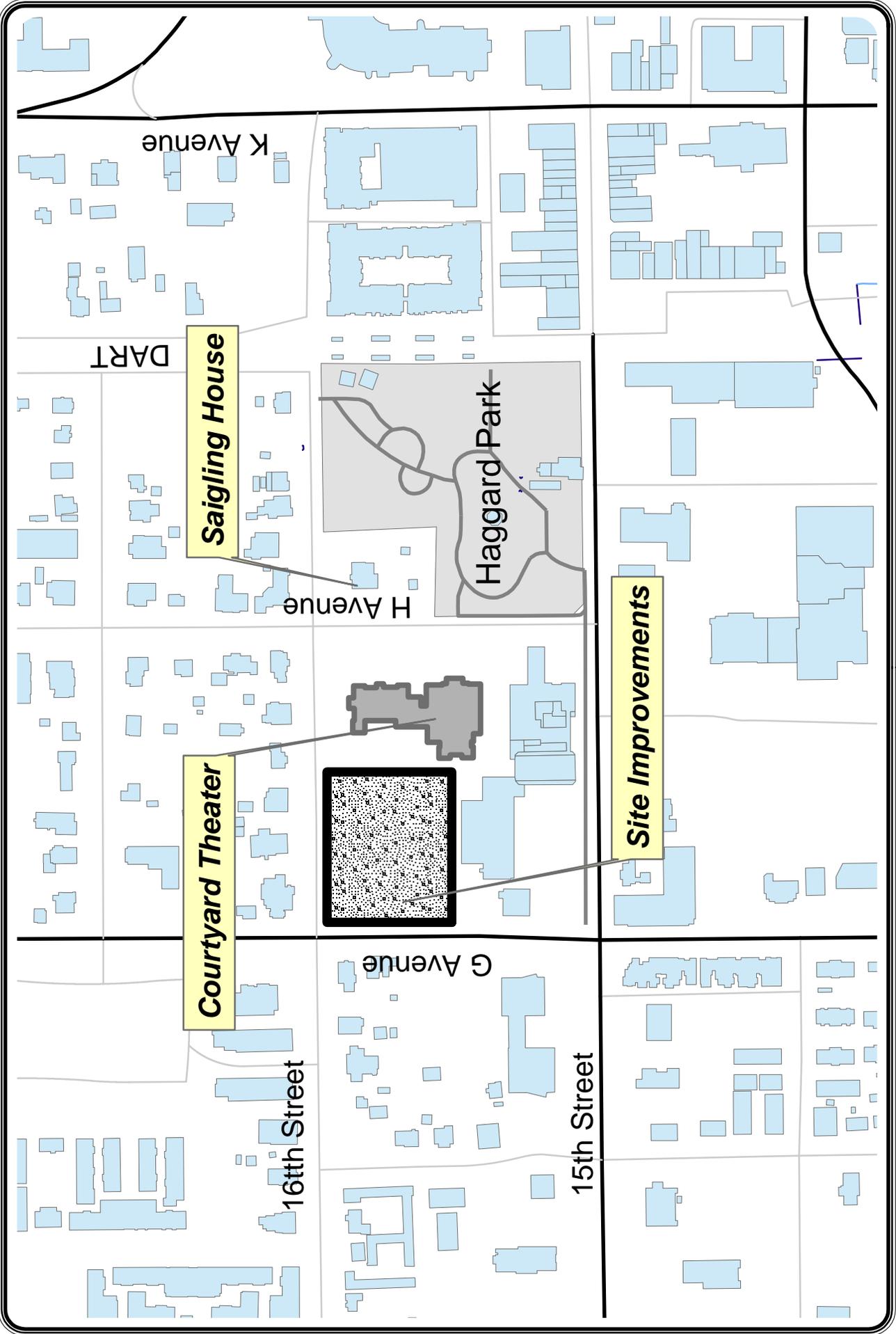
Site Plan

Bid Recap

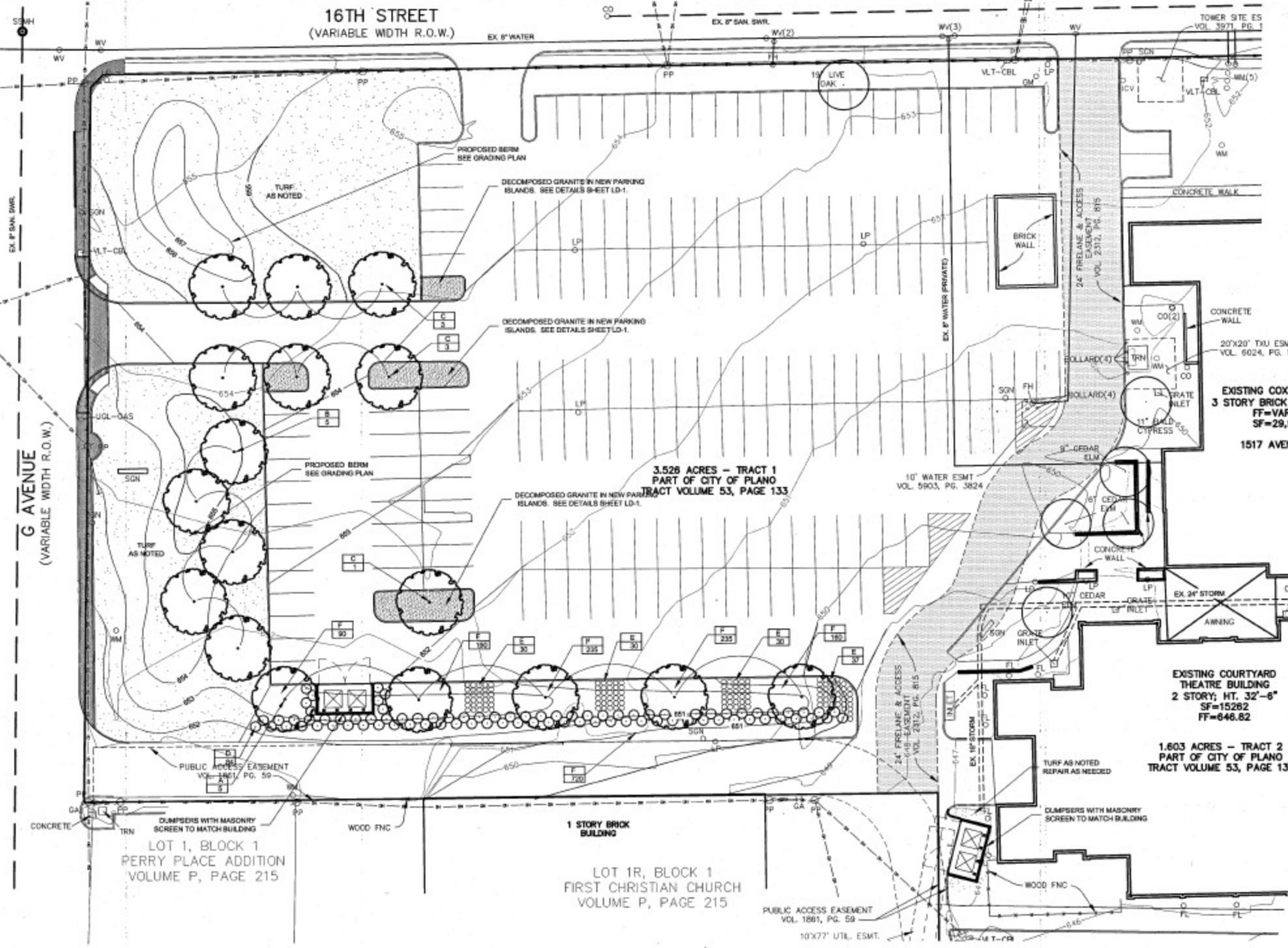
Other Departments, Boards, Commissions or Agencies



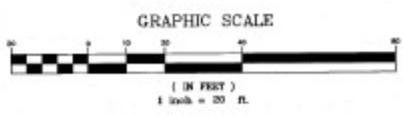
# Courtyard Theater Site Improvements



16TH STREET  
(VARIABLE WIDTH R.O.W.)



- LEGEND**
- IR IRON ROD FOUND
  - CR CAPPED IRON ROD SET
  - CP CONTROL POINT
  - WV WATER VALVE
  - WM WATER METER
  - FH FIRE HYDRANT
  - ICV IRRIGATION CONTROL VALVE
  - SGN SIGN
  - LP LIGHT POLE
  - PP POWER POLE
  - CO CLEAN OUT
  - MSO SANITARY SEWER MANHOLE
  - TRN ELECTRIC TRANSFORMER
  - VLT VAULT
  - ELR ELECTRIC
  - CA CABLE
  - TEL TELEPHONE
  - UL UNDERGROUND LINE
  - GM GAS METER



**PLANT LEGEND**

SYMBOL	COMMON/BOTANICAL NAME	SIZE
A	WICH RESE LIVE OAK / QUERCUS VIRGINIANA QTVIA P.P. 1519	4" CAL.
B	CHINGLAPIN OAK / QUERCUS MUEHLBERGERI	4" CAL.
C	RED OAK / QUERCUS SPURMANNI	4" CAL.
D	NELLIE R. STEVENS HOLLY / ILEX VESPALEA STEVENS'	54" MIN. HEIGHT
E	WATER GEN BOXWOOD / BUXUS MICROPHYLLA	5 GALLON
F	PURPLE WINTER CRISPER / SCALYMOUS COLORATUS	1 GALLON
-	BERMUDA GRASS / CYNODACTYLON	AS NOTED

\*\* SEE COMPLETE PLANT LIST AND PLANTING DETAILS ON SHEET LD-4 \*\*

- LEGEND**
- TREE AS NOTED (MINIMUM 4" CALIPER)
  - A LIVE OAK
  - B CHINGLAPIN OAK
  - C RED OAK
  - SMALL SHRUB AS NOTED
  - SCREENING SHRUBS AS NOTED
  - GROUND COVER AS NOTED
  - TURF - AS NOTED
  - 4" THICK DECOMPOSED GRANITE PAVING WITH SOIL SEPARATOR FABRIC BELOW. SEE DETAILS ON SHEET LD-1. SUBMIT SAMPLE FOR REVIEW.
  - PLANT MATERIAL SPECIES
  - PLANT MATERIAL QUANTITY

- LANDSCAPE PLAN NOTES:**
- ALL TURF AREAS ARE TO BE SOED WITH COMMON BERMUDA GRASS UNLESS NOTED.
  - ALL LAWN AND LANDSCAPE AREAS ARE TO BE SEPARATED BY APPROVED PAINTED STEEL EDGING.
  - ALL TREES AND PLANTING BEDS ARE TO BE LAID OUT IN THE FIELD BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION OR PREPARATION OF PLANTING AREAS. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR FAILURE TO OBTAIN OWNER'S REVIEW OF THE LAYOUT INCLUDING MODIFICATIONS REQUIRED.
  - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS, AND SHALL BE RESPONSIBLE FOR DAMAGE TO SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES. REF. CIVIL PLANS FOR PROPOSED UTILITY LINE LOCATIONS.
  - PLANTING AREA PREPARATION TO INCLUDE MINIMUM OF 3" OF APPROVED ORGANIC MATTER (BACK TO EARTH OR LIVING EARTH) TILLED INTO THE TOP 6" OF PLANTING AREA SOIL UNLESS OTHERWISE SPECIFIED. REMOVE ALL ROCKS, CLDS AND DEBRIS. LEAVE PLANTING AREAS SMOOTH AND ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING AS SHOWN.

**CUSTOMER:**  
EXISTING UNDERGROUND POWER, GAS, CABLE, & TELEPHONE IN PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND LOCATING EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL EXISTING UTILITIES AND STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.  
DS 1030 1-800-344-8377  
CALL CITY FOR WATER AND SEWER LINES AT 972-748-4163.

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE

DESIGNED BY:  
JBI

DRAWN BY:  
JBI

CHECKED BY:  
CBM



93201 Quorum Drive  
Suite 200 B  
Addicks, Texas 75001  
Men 972.248.7078  
Fax 972.248.1414  
www.jbipartners.com

**LANDSCAPE PLANTING PLAN**  
**COURTYARD THEATRE**  
**SITE IMPROVEMENTS**  
City of Plano, Collin County, Texas

PROJECT NO:  
PLA018

SHEET NO:  
L7

CITY OF PLANO

BID NO. 2014-288-B  
Courtyard Theater Site Improvements Project No 6355  
BID RECAP

---

---

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

**Number of Vendors Notified:** 7633

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

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

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

Pavecon Public Works LP	\$419,200.00
Phillips/May Corporation	\$349,333.00
Cole Construction, Inc.	\$323,000.00

**Recommended Vendors:**

Cole Construction, Inc.	\$323,000.00
-------------------------	--------------

*Leslie Hooker*

---

Leslie Hooker  
Buyer I

*August 4, 2014*

---

Date

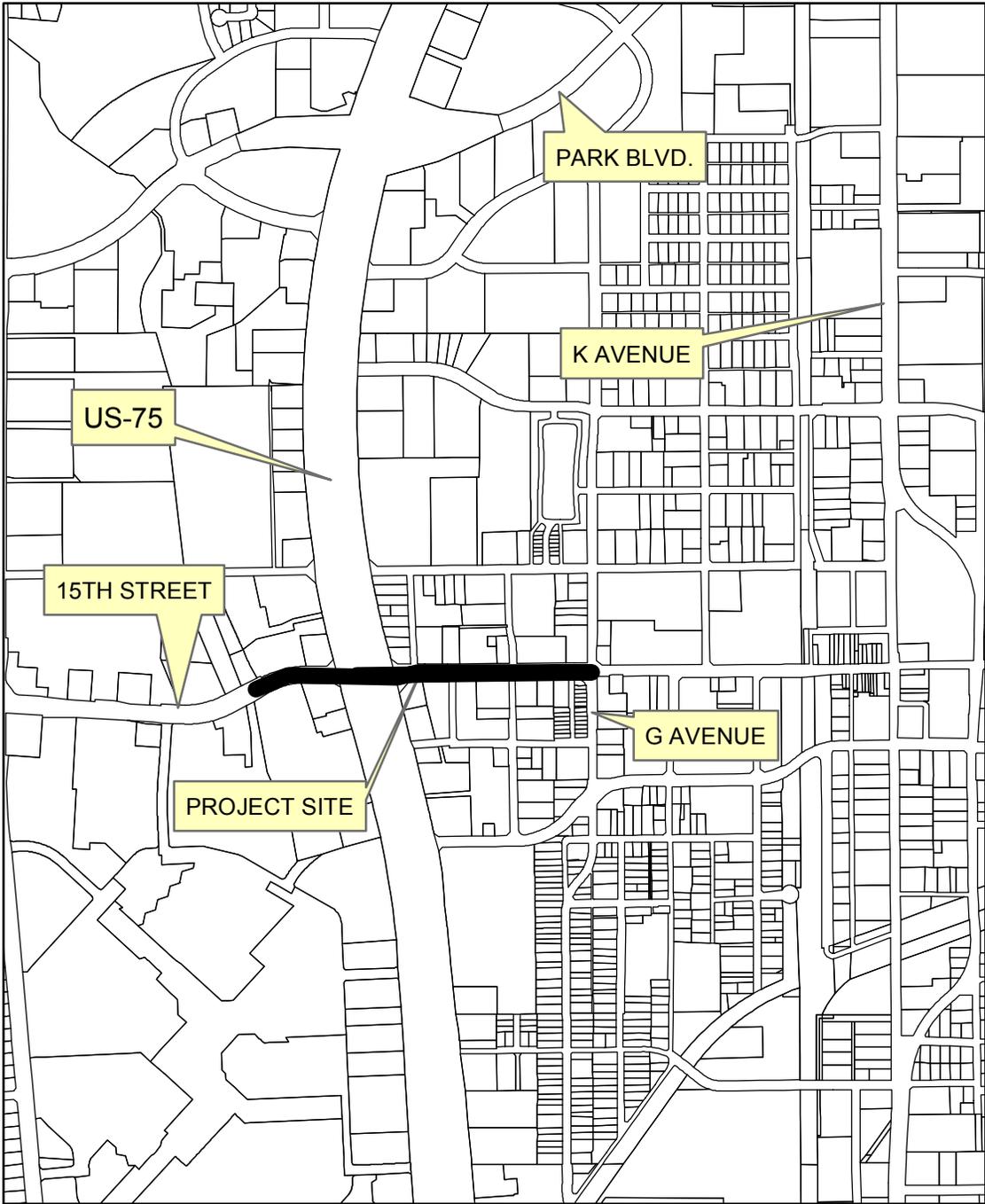


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/22/14			
Department:		Engineering			
Department Head:		Jack Carr, P.E.			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 5623	
<b>CAPTION</b>					
Approval of the purchase of material testing services for the 15 <sup>th</sup> Street Reconstruction – G Avenue to U.S. 75 project, in the amount of \$154,690 from GME Consulting Services, Inc. through an existing contract (No. 2014-12-D) 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:	2014-15; 2015-16	Prior Year (CIP Only)	Current Year	Future Years	<b>TOTALS</b>
Budget		121,258	761,500	4,731,000	<b>5,613,758</b>
Encumbered/Expended Amount		-121,258	-335,989	-4,995,535	<b>-5,452,782</b>
This Item		0	0	-154,690	<b>-154,690</b>
BALANCE		<b>0</b>	<b>425,511</b>	<b>-419,225</b>	<b>6,286</b>
<b>FUND(S):</b> STREET IMPROVEMENT CIP					
<b>COMMENTS:</b> Funds are budgeted in the 2014-15 CIP and planned in 2015-16 for the construction related to the 15 <sup>th</sup> Street – G Avenue to U.S. 75 project. This item, in the amount of \$154,690, will leave \$6,286 available for expenditures related to the project. <b>STRATEGIC PLAN GOAL:</b> Professional testing of construction materials relate to the City's goals of Safe Large City and Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Staff recommends approval of this expenditure for construction material testing on the 15 <sup>th</sup> Street Reconstruction – G Avenue to U.S. 75 project in the amount of \$154,689.95 to GME Consulting Services, Inc.					
<a href="https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16">https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16</a>					
List of Supporting Documents: Location Map; Exhibit C			Other Departments, Boards, Commissions or Agencies N/A		

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



Exhibit C - Construction Testing Budget Estimate  
GME Consulting Services, Inc.  
15th Street Replacement  
Proposal No. P14.05.0058  
29-Aug-14

	Item	Unit	Unit Price	Quantity	Subtotal	
<b>Task 1. Earthwork Testing</b>						
Given: 1,000 cy of backfill; avg depth 2 ft						
4,000 lf of utility trench; avg depth 4.5 ft; 90 days installation						
100,000 sf of flex base installation; 90 days installation						
Assumptions:						
9 trips for Proctor pick up						
General fill testing - 15 trips; 3 tests per trip						
Utility backfill testing; 9 lifts avg; 1 trip per day; 3 tests/trip						
Pavement subgrade and base density testing; 60 trips; 3 tests per trip						
1. Sample soil and perform Proctor & Atterberg Limits	C.1	ea	\$ 229.00	9	\$ 2,061.00	
2. Engineering Technician pick up Proctor samples	UFS	hr	\$ 44.00	27	\$ 1,188.00	
3. In place field density tests (general fill)	C.5	ea	\$ 44.00	45	\$ 1,980.00	
4. In place field density tests (utility backfill)	C.5	ea	\$ 44.00	270	\$ 11,880.00	
5. In place field density tests (pavement base))	C.5	ea	\$ 44.00	180	\$ 7,920.00	
6. Engineering Tech (addnl site time density testing)	UFS	hr	\$ 44.00	270	\$ 11,880.00	
7. Trip Charge (Earthwork)	B.4	ea	\$ 120.00	174	\$ 20,880.00	
				<b>Subtotal Task 1</b>	<b>\$ 57,789.00</b>	
<b>Task 2. Pier Installation Observation</b>						
Given: 15 drilled piers						
Assumptions:						
4 days drilling at 8 hours/day for technician						
2 trips for engineer at 4 hrs/trip (piers)						
1. Senior Engineer (initiation of pier installation)	UFS	hr	\$ 175.00	8	\$ 1,400.00	
2. Engineering Tech (pier installation observation)	UFS	hr	\$ 44.00	32	\$ 1,408.00	
3. Concrete sampling and testing piers (set of 4 cyls)	E.2	ea	\$ 130.00	16	\$ 2,080.00	
4. Cylinder pickup (up to 6 cyls)	E.5	ea	\$ 44.00	4	\$ 176.00	
5. Trip Charge (Piers and Footings)	B.4	ea	\$ 120.00	10	\$ 1,200.00	
				<b>Subtotal Task 2</b>	<b>\$ 6,264.00</b>	
<b>Task 3. Reinforcing Steel Placement Observation</b>						
Given: 90 pours						
Assumptions:						
50 pours require rebar observation as separate trip						
50 trips @ 1 hr/trip on site						
Remaining rebar observation immediately prior to concrete placement						
1. Engineering Tech (rebar observation)	UFS	hr	\$ 44.00	50	\$ 2,200.00	
2. Trip Charge (Rebar)	B.4	ea	\$ 120.00	50	\$ 6,000.00	
				<b>Subtotal Task 3</b>	<b>\$ 8,200.00</b>	
<b>Task 4. Concrete Testing</b>						
Given: 2,700 cy of pavement; 50 pours						
3,500 cy of miscellaneous pours; 40 pours						
Assumptions:						
4 mix design reviews						
50 paving pours @ 5 hours/ea						
40 misc pours @ 7 hrs/ea						
1 paving pour @ 5 hrs/ea						
5 misc pours @ 4 hrs/ea						
11 sets of test cylinders; 4 cylinders/set						
1. Mix design review	E.1	ea	\$ 275.00	4	\$ 1,100.00	
2. Concrete sampling and testing (set of 4 cyls)	E.2	ea	\$ 130.00	90	\$ 11,700.00	
3. Engineering Technician (additional time)	UFS	hr	\$ 44.00	400	\$ 17,600.00	
4. Cylinder pickup (up to 6 cyls)	E.5	ea	\$ 44.00	90	\$ 3,960.00	
5. Trip Charge	B.4	ea	\$ 120.00	180	\$ 21,600.00	
				<b>Subtotal Task 4</b>	<b>\$ 55,960.00</b>	
<b>Task 5. Project Management</b>						
Given:						
Assumptions: 4 hrs/month						
1. Senior Project Engineer		hr	\$ 175.00	36	\$ 6,300.00	
				<b>Subtotal Task 7</b>	<b>\$ 6,300.00</b>	
<b>Grand Total Tasks 1 - 5</b>					<b>Grand Total</b>	<b>\$ 134,513.00</b>
Note: GME recommends adding a 10% contingency for Overtime fees on the project.						
<b>Grand Total Tasks 1-5 w/ 15% contingency</b>					<b>\$ 154,689.95</b>	



# 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:		9/22/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
To approve the purchase of renovations at Fire Station No. 4 & 7 in the amount of \$170,010 from SDB, Inc., through an existing contract/agreement with TIPS/TAPS, and authorizing the City Manager to execute all necessary documents. (TIPS/TAPS Contract Number 10012413)				
<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		113,520	1,415,000	4,000,000
Encumbered/Expended Amount		-113,520	-463,927	0
This Item		0	0	-170,010
BALANCE		0	951,073	3,829,990
<b>FUND(S):    FIRE FACILITIES CIP</b>				
<p><b>COMMENTS:</b> Funds are available for this project in the 2014-15 Fire Facilities CIP. This item, in the amount of \$170,010, will leave a project balance of \$4,781,063 available for further expenditures related to the reconfiguration of Plano Fire Stations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renovating Fire Stations to provide improved facilities for fire personnel relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the approval of a purchase of renovations at Fire Station No. 4 &amp; 7 in the amount of \$170,009.69 from SDB, Inc. The City is authorized to purchase from 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. (TIPS/TAPS Contract No. 10012413 / City of Plano Internal Contract No. 2014-203-O)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo				



# Memorandum

**Date:** September 8, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Paul Glenn, Sr. Facilities Construction Coordinator  
**Subject:** Fire Station No. 4 & 7 Renovation, Bid No. 2014-203-O

We solicited bids from 4 cooperative vendors for renovations at Fire Station No. 4 & 7. I have reviewed the bids received and recommend award to the apparent lowest, responsive, responsible bid submitted by SDB, Inc., for \$170,009.69. There was one other bid received from KBR, for \$178,583.

The scope of work is to finish out sleeping rooms at Fire Station 4 to house relocated personnel when Fire Station 6 is renovated. Also, Fire Station 7 is being reconfigured to provide updated dorm rooms and to provide a fitness room.

The funding for the project was budgeted for in Community Investments Program Account #10105.

Please contact me if you have any questions.

Thanks

Xc: Jim Razinha  
Matt Yager



# 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:		September 22, 2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>				
<b>CAPTION</b>				
To approve the purchase of 14 Oncore video detection systems from Paradigm Traffic Systems, Inc., in the amount of \$240,212, through an existing City of Grand Prairie contract, for Public Works, and authorizing the City Manager to execute all necessary documents. (City of Grand Prairie contract number 13104)				
<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	350,000	1,000,000	<b>1,350,000</b>
Encumbered/Expended Amount	0	-175,845	0	<b>-175,845</b>
This Item	0	0	-240,212	<b>-240,212</b>
<b>BALANCE</b>	<b>0</b>	<b>174,155</b>	<b>759,788</b>	<b>933,943</b>
<b>FUND(s):     CAPITAL RESERVE FUND</b>				
<b>COMMENTS:</b> Funds are currently available in the Capital Reserve CIP. This item, in the amount of \$240,212, will leave a remaining balance of \$933,943 available for expenditures towards further signalization upgrades. <b>STRATEGIC PLAN GOAL:</b> Upgrading traffic signalization at intersections relates to the City's goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1 <sup>st</sup> Choice to Live.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of video detection equipment pursuant to unit prices in the amount of \$240,212 from Paradigm Traffic Systems, Inc., for Public Works, through an existing contract with the City of Grand Prairie. 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. (City of Grand Prairie contract number 13104 / City of Plano contract number 2014-365-O)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**DATE:** September 3, 2014

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

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

**SUBJECT:** **Purchase of 14 Oncore Video Detection Systems, piggybacking off the City of Grand Prairie Contract.** (City of Grand Prairie Contract No. 13104 / City of Plano Internal Contract No. 2014-365-O)

The Public Works Staff recommends the purchase of 14 Oncore Video Detection Systems from Paradigm Traffic Systems, Inc., utilizing the City of Grand Prairie Contract No. 13104, in the amount of \$240,212.00. This will allow the City of Plano to return the traffic signals at 14 signalized intersections back to normal operations.

If this purchase is not awarded by City Council, dangerous public safety issues will continue for drivers traveling throughout the City of Plano due to the lack of vehicle detection from our current aging, failing and obsolete system.

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

xc: David Falls, Public Works Operations Manager



# 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:		September 22, 2014			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>					
<b>CAPTION</b>					
To approve the purchase of video detection equipment and supplies from Paradigm Traffic Systems, Inc., for a one (1) year contract with three (3) City optional renewals, in the estimated annual amount of \$425,000 through an existing City of Grand Prairie contract for Public Works, and authorizing the City Manager to execute all necessary documents. (City of Grand Prairie contract number 13104)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 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		0	350,000	4,000,000	<b>4,350,000</b>
Encumbered/Expended Amount		0	-175,845	0	<b>-175,845</b>
This Item		0	0	-1,700,000	<b>-1,700,000</b>
BALANCE		0	174,155	2,300,000	<b>2,474,155</b>
<b>FUND(S):</b> CAPITAL RESERVE FUND					
<b>COMMENTS:</b> Funds are currently available in the Capital Reserve CIP and planned for future years. This item approves an annual contract of \$425,000 with three optional renewals. Expenditures in future years will be made within council approved appropriations. <b>STRATEGIC PLAN GOAL:</b> Upgrading traffic signalization at intersections relates to the City's goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1 <sup>st</sup> Choice to Live.					
<b>SUMMARY OF ITEM</b>					
Staff recommends the purchase of video detection equipment pursuant to unit prices in the estimated annual amount of \$425,000 from Paradigm Traffic Systems, Inc., for Public Works, through an existing contract with the City of Grand Prairie. 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. (City of Grand Prairie contract number 13104 / City of Plano Internal contract number 2014-366-I)					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** September 3, 2014  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Gerald Cosgrove, Director of Public Works  
**Subject:** **Video Detection Systems (City of Grand Prairie Contract No. 13104 / City of Plano Internal Contract No. 2014-366-I)**

The Public Works staff recommends piggybacking on the City of Grand Prairie contract with Paradigm Traffic Systems, Inc. to purchase video detection equipment and supplies. The City of Grand Prairie contract runs from September 18, 2013 through September 17, 2014 with four (4) City optional one (1) year renewals through September 17, 2018. The City of Plano contract term will run concurrent with the City of Grand Prairie contract. The estimated annual expenditure is \$425,000.

If this purchase is not awarded by City Council, dangerous public safety issues will continue for drivers traveling throughout the City of Plano due to the lack of vehicle detection from our current aging, failing and obsolete system.

The funding for this bid is coming from the Capital Reserve Fund – Signalization Upgrades (35-51149).

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

xc: David Falls, Public Works Operations Manager  
Robert Moore, Traffic Operations Superintendent.



# 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:	September 22, 2014
Department:	Fire
Department Head	Brian Crawford
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext:7539</b>	

## CAPTION

To approve an expenditure for Medical Cot Maintenance Agreement in the amount of \$69,524 from Stryker for the maintenance of Stryker Power PRO XT Cots for the Fire Department and authorizing the City Manager to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE     
  OPERATING EXPENSE     
  REVENUE     
  CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
<b>2014-15;</b> <b>2015-16;</b> <b>2016-17;</b> <b>2017-18;</b> <b>2018-19;</b> <b>2019-20;</b> <b>2020-21</b>				
Budget	0	0	69,524	<b>69,524</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-69,524	<b>-69,524</b>
BALANCE	0	0	0	<b>0</b>

**FUND(s): GENERAL FUND**

**COMMENTS:** Funds are included in the 2014-15 Fire Department Budget for annual maintenance on the Stryker medical cots. Expenditures will be made from the Fire Department budget based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2014-15 and in 2015-16 is \$2,444 per fiscal year. The estimated annual amount is \$12,927.20 for each of the five (5) additional years of the contract, 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21, subject to funding and budget appropriations in future years.

**STRATEGIC PLAN GOAL:** Maintenance agreements for specialty equipment support the City's Goal of Financially Strong City with Service Excellence. The Fire Department recommends the purchase of the Medical Cot Maintenance Agreement for the Stryker PRO XT cots from Stryker the sole source provider in the amount of \$69,524. 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)(7)(A).

## SUMMARY OF ITEM

The Fire Department recommends the purchase of the Medical Cot Maintenance Agreement for the Stryker PRO XT cots from Stryker the sole source provider in the amount of \$69,524. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B



# CITY OF PLANO COUNCIL AGENDA ITEM

Section 252.022(a)(7)(A).

List of Supporting Documents:  
Memo

Other Departments, Boards, Commissions or Agencies



# Memorandum

## **From the Office of the Fire Chief**

**Date:** September 4, 2014  
**To:** Diane Palmer-Boeck, Purchasing Director  
**From:** Brian Crawford, Fire Chief  
**Subject:** Stryker Maintenance Agreement Request

---

Plano Fire-Rescue is requesting approval to enter into a 7 year maintenance agreement for 13 new Stryker Power Pro XT cots used in our ambulances. The cots were purchased at the beginning of fiscal year 13/14. The purchase of this agreement will provide preventive maintenance and repair service for the cots. The Fire Department will not pay the full amount upfront. Instead, we will be paying a yearly portion of the contract amount. By agreeing to the 7 year contract, the Fire Department saves money compared to purchasing a yearly maintenance agreement.

### **Procure Coverage**

Years 1 & 2	PM only	\$4,888.00	Annual Price	\$2,444.00
Years 3 – 7	PM & Extended warranty	<u>\$64,636.00</u>	Annual Price	\$12,927.20
Total:		\$69,524.00		

The cots come with a 2 year warranty therefore we only need the preventive maintenance to completed on the units. In years 3 – 7, we add the extended warranty coverage to the maintenance agreement.

The impact of not completing this maintenance agreement and extended warranty is that the cots will not have the needed preventive maintenance performed by a trained technician to insure everything is operational per design and adding the extended warranty also provides for annual maintenance along with maintaining a fixed cost of repairs over the life expectancy of the cots.

The agreement will be with the Stryker Company and is a sole source provider of the type of maintenance plan and the extended warranty.

Please advise if I can be of further assistance. Thank you.

---

Brian Crawford, Fire Chief



# 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:		9/22/14		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
Approval of expenditures for Buffington Community Services Grant funds in the amount of \$269,330 for the provision of various community services; and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	269,330	<b>269,330</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-269,330	<b>-269,330</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>				
<b>COMMENTS:</b> This item, in the amount of \$269,330, is included in the approved 2014-15 Budget for the Buffington Community Services Grant.				
<b>STRATEGIC PLAN GOAL:</b> Funding of the Buffington Community Services Grant relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
The 2014 funding amounts and recipients were considered by City Council at the August 6, 2014 Budget Work Session. Agencies will begin using Buffington Community Service Grant funds effective October 1, 2014.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies Community Relations Commission	



# Memorandum

**Date:** September 17, 2014

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

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

**Subject:** Recommendation for Buffington Community Service Grant Awards for FY2014-15

At the FY2014-15 Budget Work Session on August 6, 2014, City Council reviewed Community Relations Commission recommendations for the allocation of the 2014-15 Buffington Community Service Grants. On September 8, 2014, City Council adopted the FY2014-15 budget, which included a line item for Buffington Community Service Grants totaling \$269,330. The following agencies are recommended for funding as detailed below:

Assistance Center of Collin County	\$17,000
Assistance League® of Greater Collin County	\$10,000
Children's Advocacy Center of Collin County, Inc.	\$20,000
City House - My Friend's House - Runaway Homeless Youth (RHY)	\$15,000
City House - Transitional Living Program	\$15,000
Collin County Adult Clinic	\$9,330
Collin County Committee on Aging	\$27,000
Court Appointed Special Advocates (CASA) of Collin County	\$20,000
Family Outreach Richardson-Plano, Inc.	\$11,000
Hope's Door	\$19,000
Jewish Family Service of Dallas	\$17,000
Journey of Hope Grief Support Center, Inc.	\$10,000
Health Services of North Texas d.b.a.Plano Children's Medical Clinic	\$15,000
Rape Crisis Center of Collin County d.b.a. Turning Point	\$24,000
Maurice Barnett Geriatric Wellness Center, Inc. d.b.a. Wellness Center for Older Adults - Gatekeeper Program	\$20,000
Maurice Barnett Geriatric Wellness Center, Inc. d.b.a. Wellness Center for Older Adults - Preventive Health Program	\$20,000
<b>Total:</b>	<b>\$269,330</b>

Please let me know if you have any questions or need further clarification regarding the Buffington Community Service Grants.

xc: Christina D. Day, AICP, Director of Planning



# 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:		September 22, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
Approval of expenditures for the Heritage Preservation Grant Program in the total amount of \$779,250 for heritage preservation; and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	800,000	800,000
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-779,250	-779,250
<b>BALANCE</b>	0	0	20,750	<b>20,750</b>
<b>FUND(S):     CONVENTION &amp; TOURISM FUND</b>				
<b>COMMENTS:</b> Funding for this item is included in the approved 2014-15 Budget. The total amount of \$779,250 is funded from the Hotel/Motel Tax revenue in the Convention & Tourism Fund. <b>STRATEGIC PLAN GOAL:</b> Providing funding for various Heritage Preservation organizations relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
The 2014 funding amounts and recipients were considered by City Council at the August 6, 2014 budget Work Session.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo		Heritage Commission		



# Memorandum

**Date:** September 17, 2014

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

**From:** Lori F. Schwarz, AICP, Comprehensive Planning Manager

**Subject:** Recommendation for Heritage Preservation Grant Awards for FY2014-15

At the FY2014-15 Budget Work Session on August 6, 2014, City Council reviewed Heritage Commission recommendations for the allocation of the 2014-15 Heritage Preservation Grants. On September 8, 2014, City Council adopted the FY2014-15 budget, which included a line item for Heritage Preservation Grants totaling \$800,000. The following agencies are recommended for Heritage Preservation Grant funding as detailed below:

Heritage Farmstead Museum	\$536,500
Plano Conservancy for Historic Preservation	\$220,000
North Texas Masonic Historical Museum and Library	\$ 22,750
Total:	\$779,250

Please let me know if you have any questions or need further clarification regarding the Heritage Preservation grants.

xc: Christina D. Day, AICP, Director of Planning



# 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:		9/22/2014		
Department:		Technology Services - Radio Shop		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>				
<b>CAPTION</b>				
To approve expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., for the City of Plano Digital Radio System in the estimated amount of \$506,760 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	535,000	<b>535,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-506,760	<b>-506,760</b>
BALANCE	0	0	28,240	<b>28,240</b>
<b>FUND(S):    TECHNOLOGY SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funds will be included, assuming approved budget appropriations, in the FY 2014-15 Radio Shop Budget to provide a Motorola Radio Service Agreement for the maintenance, support or other services for the City of Plano Radio System.</p> <p><b>STRATEGIC PLAN GOAL:</b> Annual service agreements for the City's Radio system relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff requests Council expenditure approval for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., a sole source provider for the City of Plano New Digital Radio System in the estimated amount of \$506,760. Motorola Solutions, Inc. will provide Network Monitoring Service, Technical Support Service, Customer Technician Dispatch Service, Security Update Service and Software Maintenance Agreement Support for provision of services to the City's ASTRO25® Voice and Data Communications System from October 1, 2014 to September 30, 2015. (Contract No. 2014-284-X)</p>				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** 9/9/2014  
**To:** Sharron Mason, Sr. Buyer  
**From:** Ron Goldsmith, Radio Systems Manager  
**Subject:** Sole Source Purchase Recommendation Memo

Technology Services Radio Shop recommends the purchase from Motorola Solutions, Inc. of a (12) month service agreement. This purchase is sole source.

This agreement allows Motorola Solutions, Inc. to monitor the digital radio system for faults and notify the on-call radio technician for repairs. This service automatically notifies the appropriate personnel and tracks their response times until successful resolution. Additionally, the agreement provides 24-hour technical support to the radio technicians. Finally, this agreement provides software patches, system infrastructure upgrades, portable and mobile repair services, patches to protect against viruses and other network vulnerabilities.

Failure to approve this contract will result in the loss of online technical support, call out case management, technician dispatching, system upgrades and tracking as well as software security updates as well as mobile and portable subscriber repairs. These services are essential to maintaining the public safety digital radio system.

Motorola Solutions, Inc. is the sole source provider of this service.

The cost of these services for 2014/2015 budget year is \$506,760 and funded from budget code 398.6313.



# 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:		9/22/14			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): <b>Shirley Snyder (x4357)</b>					
<b>CAPTION</b>					
Approval of the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$50,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	1,000,000	<b>1,000,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-50,000	<b>-50,000</b>
BALANCE		0	0	<b>950,000</b>	<b>950,000</b>
<b>FUND(s):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for this Agenda Item will be included in the FY 2014-15 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$50,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Ingram Library Services in the amount of \$50,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Ingram Library Services through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, dated 8.25.14					



# Memorandum

**Date:** August 25, 2014  
**To:** Cathy Ziegler, Director of Libraries  
**From:** Julie Torstad, Library Technical Services Manager  
**Subject:** City Council Approval for Ingram Library Services

Please request City Council approval to spend approximately \$50,000 with Ingram Library Services for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Ingram Library Services. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



# 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:		9/22/14		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): <b>Jeanne Argomaniz (x4208)</b>				
<b>CAPTION</b>				
Approval of the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	1,000,000	<b>1,000,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-100,000	<b>-100,000</b>
BALANCE	0	0	<b>900,000</b>	<b>900,000</b>
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this Agenda Item will be included in the FY 2014-15 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$100,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Brodart in the amount of \$100,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Brodart through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Julie Torstad, dated 8.25.14				



# Memorandum

**Date:** August 25, 2014  
**To:** Cathy Ziegler, Director of Libraries  
**From:** Julie Torstad, Library Technical Services Manager  
**Subject:** City Council Approval for Brodart

Please request City Council approval to spend approximately \$100,000 with Brodart for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Brodart. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



# 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:		9/22/14		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): <b>Jeanne Argomaniz (x4208)</b>				
<b>CAPTION</b>				
To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager or his authorized designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	1,294,500	<b>1,294,500</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-175,000	<b>-175,000</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>1,119,500</b>	<b>1,119,500</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this Agenda Item will be included in the FY 2014-15 adopted budget to purchase ebooks, music, video, and e-audio library materials for the City of Plano Public Library System. Approval of this item authorizes the City to purchase \$175,000 in ebooks, music, video and e-audio library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing downloadable contents for the Plano Public Library System relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Approval of the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider for the OverDrive platform, which is Plano Public Library's downloadable format vendor through the City of Plano Contract No. 2014-370-X. Sole source purchases are exempt from the competitive bid process as provided in V.T.C.A., Local Government Code, Section 252.022 (a) (7).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Julie Torstad, 8.25.14 OverDrive, Inc., Sole Source Letter, 8.25.14				



# Memorandum

**Date:** August 25, 2014  
**To:** Cathy Ziegler, Director of Libraries  
**From:** Julie Torstad, Library Technical Services Manager  
**Subject:** City Council Approval for OverDrive, Inc.

Please request City Council approval to spend approximately \$175,000 with OverDrive, Inc., a sole source provider of content (e-books, music, video and e-audio library materials) with Kindle functionality for the OverDrive platform, our current downloadable format vendor through the City of Plano Contract No. 2014-370-X. Approximately \$100,000 should be taken from 01-682-8441 and approximately \$75,000 should be taken from 01-682-6203.



August 25, 2014

Julie Torstad  
Plano Public Library System  
2501 Coit Road  
Plano, TX 75075

RE: OverDrive as a sole source provider

Dear Ms. Torstad:

OverDrive provides a series of services and digital content materials that enable public libraries to lend popular eBooks, digital audiobooks, music, streaming video and other digital content via the library's website.

Uniquely available only from OverDrive as a sole source provider, we offer a system that combines:

- A customized website service for lending digital materials integrated with the library's ILS system for real-time patron authentication
- OverDrive Next Generation library platform features that provide instant access to eBooks, including browser-based reading with OverDrive Read for ease of use with no software installation or device activation required
- OverDrive APIs, available via the OverDrive Developer Portal, allow for integration of digital content with library discovery tools
- OverDrive Media Station for in-library discovery and sampling to showcase your digital collection
- Control for the library to set digital book lending policies and manage access and usage of materials
- Download eBooks capable of operating on portable devices such as Kindles, iPads, Nooks, Windows Mobile, and other Smartphones
- OverDrive Media Console for Windows and MACs, a single integrated desktop client software application for use of download audiobooks, music and video
- Download audiobooks and music with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices
- Harry Potter eBooks and digital audiobooks in several languages only available from OverDrive

As a result of the combination of the above referenced items, as well as OverDrive, Inc.'s continued innovation, library market leadership, proven success and secret processes, OverDrive, Inc. is the sole vendor to offer these unique services and sought after materials. Please do not hesitate to contact me for further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Potash", is written over a light gray, wavy background graphic.

Steve Potash, CEO  
OverDrive, Inc.  
spotash@overdrive.com  
(216) 573-6886 ext. 201



# 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:		9/22/14			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): <b>Shirley Snyder (x4357)</b>					
<b>CAPTION</b>					
Approval of the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	1,000,000	<b>1,000,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-250,000	<b>-250,000</b>
BALANCE		0	0	<b>750,000</b>	<b>750,000</b>
<b>FUND(s):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for this Agenda Item will be included in the FY 2014-15 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$250,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Midwest Tape in the amount of \$250,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tape through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, dated 8.25.14					



# Memorandum

**Date:** August 25, 2014  
**To:** Cathy Ziegler, Director of Libraries  
**From:** Julie Torstad, Library Technical Services Manager  
**Subject:** City Council Approval for Midwest Tape

Please request City Council approval to spend approximately \$250,000 with Midwest Tape for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Midwest Tape. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



# 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:		9/22/14			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): <b>Jeanne Argomaniz (4208)</b>					
<b>CAPTION</b>					
Approval of the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$500,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-2015</b>	Prior Year (CIP Only)	Current Year	Future Years	<b>TOTALS</b>
Budget		0	0	1,000,000	<b>1,000,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-500,000	<b>-500,000</b>
BALANCE		0	0	<b>500,000</b>	<b>500,000</b>
<b>FUND(S):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for this Agenda Item will be included in the FY 2014-15 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$500,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Baker &amp; Taylor in the amount of \$500,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Baker &amp; Taylor through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, dated 8.25.14					



# Memorandum

**Date:** August 25, 2014  
**To:** Cathy Ziegler, Director of Libraries  
**From:** Julie Torstad, Library Technical Services Manager  
**Subject:** City Council Approval for Baker & Taylor

Please request City Council approval to spend approximately \$500,000 with Baker & Taylor for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Baker & Taylor. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



# 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:		09/22/2014			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7074</b>					
<b>CAPTION</b>					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of each city to participate in training classes offered by the other city, authorizing its execution by the City Manager or his authorized 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>2013-14 thru 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	0	<b>0</b>
This Item	0	3,000	9,000	9,000	<b>12,000</b>
BALANCE	0	3,000	9,000	9,000	<b>12,000</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Approval of this item will result in \$3,000 in annual revenue from the City of Allen for employee training. The estimated annual amount of revenue to be earned in FY2013-14 is \$3,000. The estimated future annual revenue amount is \$9,000, which will be earned if renewed annually. This is a mutual agreement whereby either party may offer training to the other City through their respective Human Resources Departments.</p> <p><b>STRATEGIC PLAN GOAL:</b> Interlocal agreements to provide training courses for City employees relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Interlocal Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of each City to participate in training classes offered by the other City. The agreement shall begin on September 1, 2014 and end on August 31, 2015; provided however, each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2014-289-1)</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of each city to participate in training classes offered by the other city, 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 governmental functions and services under the terms of thereof; and

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

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

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

**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 from and after its passage.

**DULY PASSED AND APPROVED** on this the 22nd day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF ALLEN, TEXAS  
FOR CITY OF ALLEN EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM  
2014-289-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF ALLEN, TEXAS**, a municipality hereinafter referred to as "Allen", as follows:

**WITNESSETH:**

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

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

**WHEREAS**, both cities provide Business Productivity education courses ("Program") and desire to extend such Program to employees of both cities; and

**WHEREAS**, Plano and Allen have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

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

**I.  
TERM**

The initial term of this Agreement shall begin on September 1, 2014 and end on August 31, 2015; provided however, that each party shall have the right and option to extend the term hereof by three additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**II.  
THE PROGRAM**

The parties agree that Plano and Allen shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

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

1. Allen and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Allen and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Allen and Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.
2. Both Plano and Allen shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

**IV.**  
**CONSIDERATION / FEES**

- A. In consideration for providing the Program courses as specified in Exhibit "A", each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.
- B. Plano and Allen recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and Allen herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.**  
**TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

**VI.**  
**RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling

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

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

It is expressly understood and agreed that, in the execution of this Agreement, no 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. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

## **VII. NOTICE**

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

**City of Allen Representative:**

Cindy Neary  
Senior Benefits Analyst  
Human Resources Department  
City of Allen  
305 Century Parkway  
Allen, Texas 75013  
T 214-509-4679

**City of Plano Representative:**

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

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

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

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

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

**XI.  
INTERPRETATION OF AGREEMENT**

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

**XII.  
REMEDIES**

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

**XIII.  
SUCCESSORS AND ASSIGNS**

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

**XIV.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

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

**CITY OF ALLEN, TEXAS**

Date: September 10, 2014

By:   
Name: Peter H. Vargas  
Title: CITY MANAGER

APPROVED AS TO FORM:

  
Peter G. Smith, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

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

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

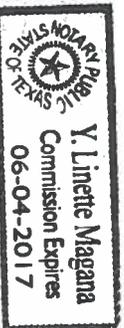
APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF Collin     §

This instrument was acknowledged before me on the 10<sup>th</sup> day of September, 2014, by **PETER H. VARGAS**, City Manager, of **CITY OF ALLEN, TEXAS**, a municipality, on behalf of said municipality.



  
Notary Public, State of Texas

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## Exhibit A

### Scope of Services

The City of Plano would like to partner with the City of Allen regarding training courses for city employees. This is a mutual agreement whereby either party may offer training to the other city through their respective HR Departments.

Training classes available to the employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Full day class = \$110.00
Half day class = \$65.00
2 hour class = \$35.00
1.5 hour class = \$25.00
40 Hr. Conflict Mediation = \$ 335.00
"Leadership for the 21st Century" = \$1650.00

#### Special Courses:

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

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

Six month "Leadership for the 21st Century" = \$1650.00

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

#### Cancellation Policy:

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

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.



## 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:		09/22/14			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
<p>A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14 thru 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	9,000	36,000	<b>45,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-9,000	-36,000	<b>-45,000</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    GENERAL</b>					
<p><b>COMMENTS:</b> Funding for this Agreement will come from the FY2013-14 Non-Departmental Budget. Expenditures will be made in the Non-Departmental Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY2013-14 is \$9,000. The estimated future annual to be spent in FY2014-15 is \$27,000 and FY2015-16 is \$9,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing educational opportunities for the City of Plano employees relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Interlocal Agreement by and between the City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program. The initial term of this Contract shall be a period of twenty four (24) months commencing on August 26, 2014. (City of Plano Tracking # 2014-256-I).</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement			NA		

**A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; 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 Council has been presented a proposed Interlocal Cooperation Agreement for educational services by and between the University of Texas at Dallas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the Agreement, 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 ratified.

**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** this the 22nd day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT DALLAS FOR GRADUATE  
PROGRAM IN LOCAL GOVERNMENT MANAGEMENT  
2014-256-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

**WHEREAS**, Plano wishes to give its employees the ability to obtain a Graduate Certificate in Local Government Management (the "Program") offered by the University; and

**WHEREAS**, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to Plano employees; and

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

**WHEREAS**, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

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

**I.  
TERM**

This Agreement shall be for a period of two (2) years commencing on August 26, 2014.

**II.  
THE PROGRAM**

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

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

1. Plano shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. Plano shall provide University with required student-employee information for the purpose of registration and documentation.
2. Plano employees are required to follow all of the dates posted in University's Academic Calendar regarding registration and dropping/withdrawing classes. All relevant dates can be found on the Academic Calendar for each term at <http://www.utdallas.edu/academiccalendar/>.
3. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with Plano. Classes will be held on-campus at the University.

**IV.**  
**CONSIDERATION / FEES**

- A. Plano shall pay University in accordance with the terms set out in **Exhibit "A"** attached hereto and incorporated herein by reference. Total compensation for the term of this agreement shall not exceed the sum of **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** unless amended in writing by both parties. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available.
- B. Plano will forward a purchase order to the University, listing the Plano employees participating in the program, no later than two (2) weeks prior to classes beginning. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list Plano's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

UTD Bursar's Office SSB21  
Attn: Cynthia Ladejo  
800 West Campbell Rd.  
Richardson, TX 75080-3021  
972-883-4034

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to Plano. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to Plano for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from Plano's employment after the purchase order has been processed, Plano is still obligated to the University.

- C. University recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

University and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## **V. TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination, and it is expressly understood that tuition refunds, if any, shall be handled according to standard University policy governing such refunds.

## **VI. RELEASE AND HOLD HARMLESS**

To the extent authorized by the constitution and laws of the state of Texas, University agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of University or Plano.

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

## **VII. NOTICE**

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

**University of Texas at Dallas Representative:**      **City of Plano Representative:**

Dr. Doug Goodman  
Associate Professor of Public Affairs and MPA  
Director  
University of Texas at Dallas  
School of Economics, Political, and Policy  
Sciences Program of Public Affairs  
800 West Campbell Rd., Mail Station: GR 31  
Richardson, Texas 75080  
(972) 883-4948

Debbie Speed  
Human Resources  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
(972) 971-7615

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

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

**IX.**  
**SEVERABILITY**

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

**X.**  
**VENUE**

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

**XI.**  
**INTERPRETATION OF AGREEMENT**

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

**XII.**  
**REMEDIES**

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

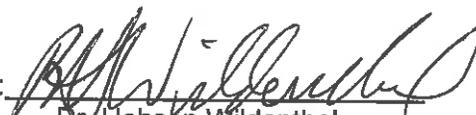
**XIII.  
SUCCESSORS AND ASSIGNS**

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

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

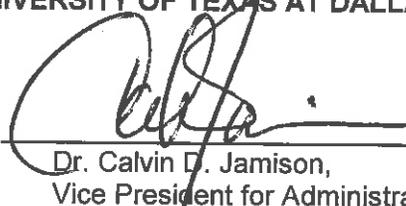
**UNIVERSITY OF TEXAS AT DALLAS**

Date: 8.21.14

By:   
Dr. Hobson Wildenthal,  
Executive Vice President and  
Provost

**UNIVERSITY OF TEXAS AT DALLAS**

Date: 8.21.14

By:   
Dr. Calvin D. Jamison,  
Vice President for Administration

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM:

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

ACKNOWLEDGMENTS

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN     §

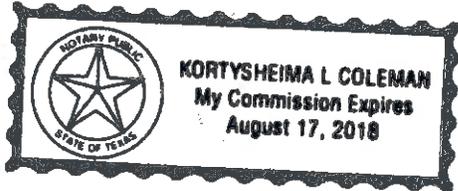
This instrument was acknowledged before me on the 21 day of AUGUST, 2014, by **DR. HOBSON WILDENTHAL**, Executive Vice President and Provost of **UNIVERSITY OF TEXAS AT DALLAS**.



Jill Cohn  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN     §

This instrument was acknowledged before me on the 21 day of AUGUST, 2014, by **DR. CALVIN D. JAMISON**, Vice President for Administration of **UNIVERSITY OF TEXAS AT DALLAS**.



Kortysheima L. Coleman  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## EXHIBIT "A"

**Program:** City Hall MPA Graduate Certificate in Local Government Management.

The Certificate Program requires 15 hours of coursework. Courses offered as part of this program will include five of the following Graduate Courses; but this list may or may not be limited to the following selections:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Media Relations

**Credit Hours:** 3 credit hours per course. 15 hours to complete the certificate.

**Participation:** The City of Plano commits to enrolling a minimum of three (3) students in the Certificate Program. A minimum of ten (10) students combined from all cities participating in the program are required for the program to begin.

**Application Process:** By August 1, 2014 each participant must submit an online application to the MPA Non-Degree seeking program for the Fall 2014 semester and provide all required supporting documents. Students who decide to pursue a MPA degree must submit a new online application to the MPA program.

**Application Fees:** The applicants/students are responsible of all application fees whether submitted on time or late. The regular application fee is \$50. The late application fee is \$100. The City Hall Certificate and MPA Programs require separate applications.

**Materials/Supplies Cost:** All required books and materials will be paid for by the individual student.

**Parking Pass:** Students are responsible for purchasing a parking pass of their choice for use while on campus.

**City Hall Scholarship:** The University of Texas at Dallas will grant scholarships to students from the City of Plano who are enrolled in the City Hall MPA Certificate Program. The scholarship is \$800 per student, per semester. Scholarships will be provided only for the five semesters students are active in the certificate program.

**Billing:** While students are in the Certificate Program, the City of Plano will be billed each semester for their tuition. The rate billed will be the applicable guaranteed tuition rate for each student less the \$800 City Hall Scholarship.

**Other Scholarships/Funding:** In cases where students are eligible for and receive other scholarships or funding such as Hazlewood or Fire Fighter exemption, the amounts will be applied to student accounts prior to the City Hall Scholarship. It is possible these other scholarships and/or sources of funding, depending on their value, will reduce or eliminate the need for the City Hall Scholarship.

**Program Schedule:** The five courses will be offered over five semesters. Beginning with the Fall 2014 semester and ending with the Spring 2016 semester.

**Course Schedule:** To be determined by the University. Courses held in a classroom setting will meet once per week for 3 hours. The day of the week a course is offered may vary from semester to semester.

**Online Courses:** The University reserves the right to offer one of the five courses on-line.

**Instructors:** To be determined by the University.

**Class Location:** Classes will be held on-campus at the University.

**Student Enrollment:** The University reserves the right to allow traditional MPA students to enroll in courses offered as part of the City Hall MPA Graduate Certificate Program. These students would be permitted to attend the courses offered off-campus in a conference room provided by one of the participating cities.

**MPA Program:** If at any point after the first semester a student begins the certificate program they decide to pursue an MPA degree, an online application to the MPA program must be submitted, along with the related application fee. The MPA program is 42 credit hours and all certificate courses will apply towards the degree. However, EPPS 6313 – Introduction to Quantitative Methods, a core requirement for the MPA degree, must be completed by the end of the student’s first two long semesters (spring/fall) as a MPA degree seeking student.

**Maximum Course Load:** Students enrolled as non-degree seeking who are working toward their certificate are limited to one 3 hour course each of program’s five semesters.  
Students enrolled as MPA degree seeking are limited to two 3 hours courses (6 hours) each semester.

**Withdrawal/Drop:** Students dropping a certificate related course are subject to the state mandated refund policy. If the student is eligible for a refund, it will be applied to their account based on the University’s refund schedule. In addition, their scholarship for that semester will be removed. The City of Plano will need to work directly with the student if they wish to collect any of the refund. Full payment of the charges is expected, regardless of whether or not the student remains enrolled.

- Leave of Absence:** Continuous enrollment is expected from all students in the Certificate and MPA Programs. If a leave of absence is required, approval must be granted in writing by the City of Plano HR representative and the MPA Director.
- Employment:** Students must maintain their employment with the City of Plano to be eligible for the scholarship and rates offered through this agreement. Should a student's employment end, including retirement, they may continue in the program at the standard tuition rate.
- Guaranteed Tuition Plan:** The UT Dallas Guaranteed Tuition Plan promises to lock your tuition rate and mandatory fees for the four-year period beginning with your registration.



# 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:		09/22/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Frank Haller X8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and AMS-TAOS USA Inc., a Nevada corporation; authorizing its execution by the City Manager or his designee; 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 through 2024/2025</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):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from AMS-TAOS USA Inc., a Nevada corporation, for a First Ammendment to the Economic Development Incentive Agreement dated April 25, 2014. <a href="http://goo.gl/maps/a7WCC">http://goo.gl/maps/a7WCC</a>					
List of Supporting Documents: Resolution First Amendment to the Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

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

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

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on April 25, 2014; and

**WHEREAS**, City and Company desire to amend said Economic Development Incentive Agreement to modify the Company's occupancy deadline to accommodate construction delays; and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 22nd day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS §  
§  
§  
§  
COUNTY OF COLLIN §

First Amendment to the Economic  
Development Incentive Agreement  
by and between City of Plano and AMS-  
TAOS USA Inc., a Nevada corporation

This First Amendment to the Economic Development Incentive Agreement (hereinafter "First Amendment") is made and entered into by and between **AMS-TAOS USA INC.**, a Nevada corporation (hereinafter "Company"), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on April 25, 2014 (hereinafter "Agreement") to promote economic development, stimulate commercial activity and enhance the tax base of the City; and

**WHEREAS**, City and Company desire to amend said Agreement to modify the Company's occupancy deadline to January 31, 2015 to accommodate construction delays.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

**I.**

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article II of the Agreement is amended to read in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until January 31, 2025, unless sooner terminated as provided herein."

**II.**

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article III of the Agreement is amended to read in its entirety as follows:

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

- (a) On or before January 31, 2015, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and
- (b) By January 31, 2015, create or transfer at least 80 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and
- (c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano."

### III.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article IV, Section 4.02, Paragraph (a) of the Agreement is amended to read in its entirety as follows:

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

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

### IV.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article IV, Section 4.03, Paragraph (a) of the Agreement is amended to read in its entirety as follows:

"(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days after January 31, 2015 as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund

to the City an amount equal to One Thousand Two Hundred Dollars (\$1,200) for each lost Job Equivalent.

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

V.

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Exhibit "A" is hereby replaced with the attached Exhibit "A".

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

AMS-TAOS USA Inc., a Nevada corporation

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

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

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

**"EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that AMS-TAOS USA Inc. has occupied the office space at the Property and transferred or added at least 80 Job Equivalent positions at the Property by January 31, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that AMS-TAOS USA Inc. has failed to occupy the office space at the Property and/or has failed to transfer or add at least 80 Job Equivalent positions at the Property by January 31, 2015, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

AMS-TAOS USA Inc., a Nevada corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

**NOTE: This form is due not earlier than July 31, 2015 and not later than October 31, 2015.**

This Certificate of Compliance should be mailed to:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/22/2014		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized 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	0	118,121	<b>118,121</b>
BALANCE	0	0	118,121	<b>118,121</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$118,121 for the funding of one (1) Police Officer assigned to the School Resource Program from October 1, 2014 through September 30, 2015.</p> <p><b>STRATEGIC PLAN GOAL:</b> The reimbursement of Plano Police School Resource Officers in FISD schools located within Plano city limits relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Agreement is for the period of October 1, 2014 through September 30, 2015. It is an ongoing agreement in which for the fiscal year 2014-2015, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program.</p>				
List of Supporting Documents: Memo, Resolution and Exhibit "A"			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** August 28, 2014  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *grushin*  
**Subject:** Renewal of School Resource Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Resource Officers (SRO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SRO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SRO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2014-2015 school year.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

**Section III.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 22nd day of September, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## **POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT**

This Agreement is entered into this 1st day of October 2014 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and FISD.

**WHEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

### **I.**

#### **SCOPE OF AGREEMENT**

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2014-2015 fiscal year, to be assigned to duties described in the 2014-2015 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

### **II.**

#### **TERM OF THE AGREEMENT**

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2014 and ending the 30th day of September 2015.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1<sup>st</sup> of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

**PAYMENT FOR SERVICES**

FISD shall pay CITY the sum of \$9,843.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

**INDEPENDENT CONTRACTOR**

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

**INSURANCE**

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

**AVAILABILITY OF FUNDS**

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2014-2015 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

**VII.**

**TERMINATION**

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

**VIII.**

**ASSIGNMENT OF AGREEMENT**

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

**IX.**

**WAIVER**

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**X.**

**PLACE OF PERFORMANCE: VENUE**

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

**XI.**

**NOTICES**

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

**XII.**

**SEVERABILITY PROVISIONS**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**XIII.**

**MUTUAL HOLD HARMLESS**

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

**XIV.**

**ENTIRE AGREEMENT OF PARTIES**

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

\_\_\_\_\_

By:

Paige Mims, City Attorney

\_\_\_\_\_

Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By:

\_\_\_\_\_

Richard Wilkinson

Title

Deputy Superintendent for Business Services  
Frisco Independent School District

### ACKNOWLEDGMENT

**STATE OF TEXAS  
COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Richard Wilkinson, **Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

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

## **Attachment “1”**

### **MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Frisco Independent School District School Year 2014-2015**

The following administrative guidelines are adopted for the School Resource Officer program during school year 2014-2015:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with FISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a FISD principal and a representative from FISD Security, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and FISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
  - a. In addition to FISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other FISD staff will be compensated at the Department overtime rate by FISD. Examples include but are not limited to attendance at athletic events and open house.

**Page 2**  
**Administrative Guidelines**  
**School Year 2014-2015**

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
  - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 6(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
  9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
  10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
  11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request that the SRO supervisor or other department supervisor responded to the scene if a question arises as to the appropriateness of an officer's course of action.
  12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
  13. Once per semester, the SROs, SRO supervisor, and FISD Security/Staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
  14. A copy of the monthly SRO activity report will be forwarded to FISD Security/Staff each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for school resource officer services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by law and police department policy.

**Page 3**  
**Administrative Guidelines**  
**School Year 2014-2015**

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Richard Wilkinson  
Deputy Superintendent for Business Services  
Frisco Independent School District

Date

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

**I. PURPOSE**

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

**II. PROCEDURES**

**A. Responsibilities**

**1. Primary**

**a. Critical Incident**

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

**b. Prevention**

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
  - (a) Fascination with violence and weapons;
  - (b) Bullying;
  - (c) Socially withdrawn (“loners”);
  - (d) Known to have access to guns;
  - (e) Openly speaking of revenge;
  - (f) Verbalizing inability to handle stressors including those at home and school;
  - (g) Depression;
  - (h) Attempted suicide in the past, and
  - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.<sup>1</sup>

**c. Rapport**

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

---

<sup>1</sup> Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
  - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
    - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
    - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
    - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
  - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
  - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
  - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
  - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
  - f. Be the campus advisor for the Crime Stoppers Program.
  - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
  - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
  - i. Coordinate joint Department/school activities.
  - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
  - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
  - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
  - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
  - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
  - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

---

**REVISION DATE: January 21, 2014**

- p. Provide information to those needing help in areas not related to criminal justice.
  - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
  - r. Counsel students and faculty members on school and/or personal problems.
  - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
  - 2. Keep school district administrators informed of significant SRO activity.
  - 3. Initiate scheduled visits with campus principals.
  - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
  - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
  - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
  - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
    - a. If the call was received by PSC and not reported to the SRO;  
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
    - b. If the call will remove the SRO from the school;
    - c. If the call will take an extended period of time, and
    - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
  - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
  - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

**E. SRO Transfers**

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

**F. Summer Recess, holidays, and other non-school days**

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

## Attachment “2”

### MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2014-2015

The following operational guidelines are adopted for school/police operations during school year 2014-2015. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident at a FISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

**Page 2**  
**Operational Guidelines**  
**School Year 2014-2015**

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer

**Page 3**  
**Operational Guidelines**  
**School Year 2014-2015**

shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guideline – The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – FISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guideline – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a FISD campus.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

**Page 4**  
**Operational Guidelines**  
**School Year 2014-2015**

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Richard Wilkinson  
Deputy Superintendent for Business Services  
Frisco Independent School District

Date

---

**ADMINISTRATIVE DIRECTIVE – 112.029**  
**INTERVIEWS OF STUDENTS AT SCHOOLS**

**EFFECTIVE DATE: March 1, 2000**  
**REVIEW DATE: September 13, 2013**  
**AFFECTS: Sworn Personnel**

**REVISION DATE: June 6, 2014**

---

**I. PURPOSE**

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

**II. POLICY**

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

**III. PROCEDURE**

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
  - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
  - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
  - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
  - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
  - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

---

**ADMINISTRATIVE DIRECTIVE – 112.029  
INTERVIEWS OF STUDENTS AT SCHOOLS**

**EFFECTIVE DATE: March 1, 2000**  
**REVIEW DATE: September 13, 2013**  
**AFFECTS: Sworn Personnel**

---

**REVISION DATE: June 6, 2014**

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

**This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.**

**I. POLICY**

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

**II. PROCEDURES**

**A. Notification of Bomb Threat**

1. While the method of notification may vary, the Department member receiving the report shall:
  - a. Record as much information as possible regarding:
    - (1) The exact location of the reported bomb,
    - (2) The time set for detonation,
    - (3) Description of the bomb,
    - (4) The type of explosive,
    - (5) The type of bomb (pipe, etc.), and
    - (6) The reason for the bombing.
  - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
  - a. The patrol sergeant and district squad affected,
  - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
  - c. A member of the Criminal Investigative Services Division,
  - d. The designated departmental bomb investigations personnel,
  - e. The Fire Department,
  - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
  - g. The Field Operations Bureau Commander,
  - h. The person in charge of the involved property or facility affected unless this is the reporting party.

**B. Notification of Actual Bomb Emergency**

1. While the method of notification may vary, the Department member receiving the report shall:
  - a. Record as much information as possible regarding:
    - (1) The exact location of the bombing,
    - (2) The extent of injury and damage,
    - (3) Identification and location of the reporting person.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

- b. Immediately notify Public Safety Communications personnel.
  2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
    - a. The patrol sergeant and district squad affected,
    - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
    - c. A member of the Criminal Investigative Services Division,
    - d. Hazardous Device Unit Bomb Technicians,
    - e. The Fire Department,
    - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
    - g. The Field Operations Bureau Commander,
    - h. The person in charge of the involved property or facility affected unless this is the reporting party,
    - i. The Chief of Police
    - j. The local office of the FBI
    - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
  1. Employee taking the initial call for service
    - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
    - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
    - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
    - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
    - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
  2. Responding Police Units
    - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
    - b. The shift sergeant and one on-duty patrol officer will respond to the call.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
  - (1) Establish a security perimeter,
  - (2) Organize a search team if needed,
  - (3) Coordinate with the Fire Department, and
  - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
  - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
  - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
  - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
  - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
  - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
  - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
  - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
  - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
  - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

**D. Reports**

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

## Attachment "3"

### MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Frisco Independent School District School Year 2014 - 2015

**Purpose Statement:** Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2014 - 2015.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Richard Wilkinson  
Deputy Superintendent for Business Services  
Frisco Independent School District

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:		09/22/2014		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>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	604,623	<b>604,623</b>
BALANCE	0	0	604,623	<b>604,623</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$604,623 for 50% of the funding for (9) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools from October 1, 2014 through September 30, 2015.</p> <p><b>STRATEGIC PLAN GOAL:</b> The reimbursement of Plano Police School Resource Officers in PISD schools relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
This Agreement is for the period October 1, 2014 through September 30, 2015. It is an ongoing agreement in which for the fiscal year 2014-2015, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program.				
List of Supporting Documents: Memo, Resolution and Exhibit "A"			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** August 28, 2014  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *grushin*  
**Subject:** Renewal of School Resource Contract with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Resource Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers, along with one sergeant to supervise the unit, is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2014-2015 school year.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

**Section III.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 22nd day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT**

This Agreement is entered into this 1st day of October 2014, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and PISD.

**WHEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

## **I.**

### **SCOPE OF AGREEMENT**

CITY shall provide ten (10) employees who are certified police officers for the School Resource Officer Program in the 2014-2015 fiscal year, to be assigned to duties described in the 2014-2015 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

## **II.**

### **TERM OF THE AGREEMENT**

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2014, and ending the 30th day of September 2015.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1<sup>st</sup> of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

## **III.**

### **PAYMENT FOR SERVICES**

PISD shall pay CITY the sum of \$50,385.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance,

compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis.

#### IV.

#### **INDEPENDENT CONTRACTOR**

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

#### V.

#### **INSURANCE**

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

#### VI.

#### **AVAILABILITY OF FUNDS**

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2014-2015 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

#### VII.

#### **TERMINATION**

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

#### VIII.

#### **ASSIGNMENT OF AGREEMENT**

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

**IX.**

**WAIVER**

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**X.**

**PLACE OF PERFORMANCE: VENUE**

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

**XI.**

**NOTICES**

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

**XII.**

**SEVERABILITY PROVISIONS**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

**XIII.**

**MUTUAL HOLD HARMLESS**

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

**XIV.**

**ENTIRE AGREEMENT OF PARTIES**

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

\_\_\_\_\_

By:

Paige Mims, City Attorney

\_\_\_\_\_  
Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

\_\_\_\_\_

By:

Attorney for PISD

\_\_\_\_\_  
Kary Cooper

Title:

\_\_\_\_\_  
Assistant Superintendent/PISD

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Bruce D. Glasscock, **City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Kary Cooper, **Assistant Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

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

## **Attachment “1”**

### **MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Plano Independent School District School Year 2014-2015**

The following administrative guidelines are adopted for the School Resource Officer program during school year 2014-2015:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and PISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
  - a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.

**Page 2**  
**Administrative Guidelines**  
**School Year 2014-2015**

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
  - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
  9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
  10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
  11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO supervisor or other department supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
  12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
  13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
  14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

---

**Page 3**  
**Administrative Guidelines**  
**School Year 2014-2015**

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Kary Cooper  
Assistant Superintendent - District Services  
Plano Independent School District

Date

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

**I. PURPOSE**

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

**II. PROCEDURES**

**A. Responsibilities**

**1. Primary**

**a. Critical Incident**

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

**b. Prevention**

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
  - (a) Fascination with violence and weapons;
  - (b) Bullying;
  - (c) Socially withdrawn (“loners”);
  - (d) Known to have access to guns;
  - (e) Openly speaking of revenge;
  - (f) Verbalizing inability to handle stressors including those at home and school;
  - (g) Depression;
  - (h) Attempted suicide in the past, and
  - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.<sup>1</sup>

**c. Rapport**

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

---

<sup>1</sup> Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
  - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
    - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
    - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
    - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
  - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
  - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
  - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
  - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
  - f. Be the campus advisor for the Crime Stoppers Program.
  - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
  - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
  - i. Coordinate joint Department/school activities.
  - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
  - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
  - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
  - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
  - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
  - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

---

**REVISION DATE: January 21, 2014**

- p. Provide information to those needing help in areas not related to criminal justice.
  - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
  - r. Counsel students and faculty members on school and/or personal problems.
  - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
  - 2. Keep school district administrators informed of significant SRO activity.
  - 3. Initiate scheduled visits with campus principals.
  - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
  - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
  - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
  - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
    - a. If the call was received by PSC and not reported to the SRO;  
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
    - b. If the call will remove the SRO from the school;
    - c. If the call will take an extended period of time, and
    - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
  - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
  - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

---

**STANDARD OPERATING PROCEDURES – 403.001**  
**SSD/SRO**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW DATE: January 21, 2014**  
**REVIEW SCHEDULE: Annual**

**REVISION DATE: January 21, 2014**

---

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

**E. SRO Transfers**

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

**F. Summer Recess, holidays, and other non-school days**

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

## Attachment “2”

### MEMORANDUM OF UNDERSTANDING

#### Operational Guidelines

#### Plano Police Department – Plano Independent School District School Year 2014-2015

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2014-2015. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

**Page 2**  
**Operational Guidelines**  
**School Year 2014-2015**

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer

shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Liaison Officer is at another campus.

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

**Page 4**  
**Operational Guidelines**  
**School Year 2014-2015**

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Kary Cooper  
Assistant Superintendent – District Services  
Plano Independent School District

Date

---

**ADMINISTRATIVE DIRECTIVE – 112.029**  
**INTERVIEWS OF STUDENTS AT SCHOOLS**

**EFFECTIVE DATE: March 1, 2000**  
**REVIEW DATE: September 13, 2013**  
**AFFECTS: Sworn Personnel**

**REVISION DATE: June 6, 2014**

---

**I. PURPOSE**

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

**II. POLICY**

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

**III. PROCEDURE**

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
  - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
  - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
  - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
  - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
  - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

---

**ADMINISTRATIVE DIRECTIVE – 112.029  
INTERVIEWS OF STUDENTS AT SCHOOLS**

**EFFECTIVE DATE: March 1, 2000**  
**REVIEW DATE: September 13, 2013**  
**AFFECTS: Sworn Personnel**

---

**REVISION DATE: June 6, 2014**

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

**This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.**

**I. POLICY**

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

**II. PROCEDURES**

**A. Notification of Bomb Threat**

1. While the method of notification may vary, the Department member receiving the report shall:
  - a. Record as much information as possible regarding:
    - (1) The exact location of the reported bomb,
    - (2) The time set for detonation,
    - (3) Description of the bomb,
    - (4) The type of explosive,
    - (5) The type of bomb (pipe, etc.), and
    - (6) The reason for the bombing.
  - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
  - a. The patrol sergeant and district squad affected,
  - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
  - c. A member of the Criminal Investigative Services Division,
  - d. The designated departmental bomb investigations personnel,
  - e. The Fire Department,
  - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
  - g. The Field Operations Bureau Commander,
  - h. The person in charge of the involved property or facility affected unless this is the reporting party.

**B. Notification of Actual Bomb Emergency**

1. While the method of notification may vary, the Department member receiving the report shall:
  - a. Record as much information as possible regarding:
    - (1) The exact location of the bombing,
    - (2) The extent of injury and damage,
    - (3) Identification and location of the reporting person.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

- b. Immediately notify Public Safety Communications personnel.
  2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
    - a. The patrol sergeant and district squad affected,
    - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
    - c. A member of the Criminal Investigative Services Division,
    - d. Hazardous Device Unit Bomb Technicians,
    - e. The Fire Department,
    - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
    - g. The Field Operations Bureau Commander,
    - h. The person in charge of the involved property or facility affected unless this is the reporting party,
    - i. The Chief of Police
    - j. The local office of the FBI
    - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
  1. Employee taking the initial call for service
    - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
    - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
    - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
    - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
    - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
  2. Responding Police Units
    - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
    - b. The shift sergeant and one on-duty patrol officer will respond to the call.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
  - (1) Establish a security perimeter,
  - (2) Organize a search team if needed,
  - (3) Coordinate with the Fire Department, and
  - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
  - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
  - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
  - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
  - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
  - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
  - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
  - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
  - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
  - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

**D. Reports**

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

---

**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

---

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

## Attachment "3"

### MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Plano Independent School District School Year 2014 - 2015

**Purpose Statement:** Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2014 - 2015.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

---

Gregory W. Rushin  
Chief, Plano Police Department

Date

---

Kary Cooper  
Assistant Superintendent - District Services  
Plano Independent School District

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/22/14		
Department:		Human Resources		
Department Head		Shanté Akafia		
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-7-6; establishing the number of certain classifications within the Fire Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; and providing a repealer clause, a severability 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>2014-2015</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>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s): N/A</b>				
<p><b>COMMENTS:</b> This item creates a second appointed Assistant Fire Chief position, abolishes (1) grandfathered Assistant Chief position, and creates (1) additional Deputy Chief position to implement proposed restructuring of the Fire Department for more efficient and effective provision of services with an effective date of September 22, 2014.</p> <p><b>STRATEGIC PLAN GOAL:</b> Updates to the Civil Service Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
New FY 2014-15 Classification Plan for Plano Fire Department				
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-7-6; establishing the number of certain classifications within the Fire Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on July 28, 2014 by Ordinance No. 2014-7-6, the City Council of the City of Plano, Texas, adopted the Civil Service classification plan, including the classifications and salaries for the sworn personnel positions within the Fire Department of the City of Plano; and

**Whereas**, Civil Service is governed under Chapter 143 of the Texas Local Government Code; and

**Whereas**, Texas Local Government Code, §143.021, requires that the governing body to establish classifications and numbers of positions by ordinance; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, the City Council desires to implement proposed restructuring of the Fire Department for more efficient and effective provision of services to the public set forth in attached Exhibit "A"; and

**Whereas**, the Fire Department recommends, based on operational needs, to abolish the one (1) grandfathered Assistant Chief position which was created by §143.0051 of the Texas Local Government Code and City Ordinance in 2005, and to place the incumbent in the next lower rank, that of Deputy Fire Chief (thereby necessitating the creation of one (1) additional Deputy Fire Chief position for him to occupy); and

**Whereas**, the Department recommends, based on operational needs, to create a second appointed Assistant Fire Chief position pursuant to §143.014 of the Texas Local Government Code; requiring substantial knowledge of fire fighting and who meets the requirements for certification by the Texas Commission on Fire Protection and able to perform in both support and emergency operations functions, supervise fire suppression, fire prevention, fire training, fire safety education, fire maintenance, fire communications, fire medical emergency technology, fire photography, fire administration or fire arson investigations.

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

**Section I.** Ordinance No. 2014-7-6 duly passed and approved by the City Council of the City of Plano, Texas on July 28, 2014 is repealed in its entirety effective September 22, 2014.

**Section II.** The classification plans for classified positions in the Fire Department as of July 28, 2014, and one (1) day prior to the effective date of this Ordinance was as follows:

<b>Classification</b>	<b>Number in Classification</b>
Fire Chief	1
Assistant Chief (appointed)	1
Assistant Chief (Grandfathered 2005)	1
Fire Deputy Chief	3
Fire Battalion Chief	9
Fire Captain	48
Fire Lieutenant	24
Fire Apparatus Operator	57
Fire Rescue Specialist	<u>199</u>
Total	343

**Section III.** On the effective date of this Ordinance, the Assistant Chief position which was grandfathered into civil service in 2005 will be abolished. The incumbent in that position will be placed on a reinstatement list pursuant to §143.085 of the Texas Local Government Code for one (1) year from the effective date of the Ordinance. The incumbent will be placed in the rank immediately below, which is Deputy Fire Chief.

**Section IV.** In order to fully facilitate the restructuring of the Fire Department, and because the City of Plano employs more than three hundred (300) firefighters, the City Council desires to create a second appointed Assistant Fire Chief position, pursuant to §143.014 of the Texas Local Government Code.

<b>Classification</b>	<b>Number in Classification</b>
Fire Chief	1
Assistant Chief (appointed)	2
Fire Deputy Chief	4
Fire Battalion Chief	9
Fire Captain	48
Fire Lieutenant	24
Fire Apparatus Operator	57
Fire Rescue Specialist	<u>199</u>
Total	343

**Section V.** The above classifications and no others shall exist on the effective date of this Ordinance with the number shown indicating the number of positions in each classification as set forth above in Section IV and in Exhibit "A" are hereby approved.

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

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

**Section VIII.** Upon passage, this Ordinance shall become effective September 22, 2014.

**DULY PASSED AND APPROVED**, this, the 22nd day of September 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



CITY OF PLANO  
2014 - 2015 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 09/22/14

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE	6 MOS.	12 MOS.	24 MOS.
				1	2	3	4
001	Fire Rescue Specialist	09/22/14 - 199	Hourly: Monthly: Annual:	21.0800 5,115 61,384		22.5665 5,476 65,713	24.8592 6,032 72,389
002	Fire Apparatus Operator	09/22/14 - 57	Hourly: Monthly: Annual:	27.9595 6,784 81,418			
003	Lieutenant	09/22/14 - 24	Hourly: Monthly: Annual:	31.3590 7,609 91,317			
004	Captain	09/22/14 - 48	Hourly: Monthly: Annual:	34.8750 8,463 101,556			
005	Battalion Chief	09/22/14 - 9	Hourly: Monthly: Annual:	36.6023 8,882 106,585	39.7085 9,635 115,631		
006	Deputy Fire Chief	09/22/14 - 4	Hourly: Monthly: Annual:	60.7040 10,522 126,264			
007	Appointed Assistant Fire Chief	09/22/14 - 2	Hourly: Monthly: Annual:	65.4313 11,341 136,097			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/22/14		
Department:		Human Resources		
Department Head		Shanté Afakia		
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-9-31; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 22, 2014; and providing a repealer clause, a severability 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>2014-2015</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
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> Funding for the Police Department Civil Service positions, in accordance with the Civil Service Plan, is included in the FY 2014-15 adopted budget. <b>STRATEGIC PLAN GOAL:</b> Updates to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
New FY 2014-15 Compensation and Pay plan for Plano Police Department				
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-9-31; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 22, 2014; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on September 23, 2013 by Ordinance No. 2013-9-31, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 22, 2014, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A" and

**Whereas**, the Department recommends, based on operational needs, creation of eight (8) Police Officer positions; and

**Whereas**, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2013-9-31 duly passed and approved by the City Council of the City of Plano, Texas on September 23, 2013 is repealed in its entirety effective September 22, 2014.

**Section II.** The number of positions in the City of Plano Police Department effective September 22, 2014 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2014-15, as set forth in Exhibit "A" is hereby approved and adopted.

**Section III.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

**Section VI.** Upon passage, this Ordinance shall become effective September 22, 2014.

**DULY PASSED AND APPROVED**, this, the 22nd day of September 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



2014 - 2015 CIVIL SERVICE  
 COMPENSATION PLAN  
 Effective 09/22/14

POLICE

RANGE	POSITION	# POSITIONS Effective	Step:	BASE	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	60 Mos.	120 Mos.	180 Mos.	240 Mos.
				1	2	3	4	5	6	7	8	9	10	11
001	Police Officer	09/22/2014 - 295	Hourly:	29.7596	30.7628	31.7700	33.1803	34.2721	35.4426	37.2416	38.2926	38.5553	38.8181	39.0808
			Monthly:	5,158	5,332	5,508	5,751	5,940	6,143	6,455	6,637	6,682	6,728	6,774
			Annual:	61,900	63,986	66,096	69,015	71,286	73,720	77,462	79,648	80,195	80,741	81,288
002	Sergeant	09/22/14 - 38	Hourly:	42.2759		43.9009								
			Monthly:	7,327		7,609								
			Annual:	87,933		91,314								
003	Lieutenant	09/22/14 - 14	Hourly:	47.1952		50.0241								
			Monthly:	8,180		8,670								
			Annual:	98,166		104,050								
004	Captain	09/22/14 - 4	Hourly:	53.7767		57.0000								
			Monthly:	9,321		9,880								
			Annual:	111,855		118,560								
005	Assistant Police Chief	09/22/14 - 2	Hourly:	61.2722		65.2804								
			Monthly:	10,620		11,315								
			Annual:	127,446		135,783								
	Recruit: 01A		Hourly:	27.5750										
			Monthly:	4,779										
			Annual:	57,356										

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/22/14		
Department:		Human Resources		
Department Head		Shanté Akafia		
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-10-31; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-2015</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>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> Funding for the Fire Department Certification Pay, in accordance with the Civil Service Plan, is included in the FY 2014-15 adopted budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Changes to the Certification Pay Plan for the Plano Police and Fire Departments relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
New FY 2014-15 New Civil Service Assignment and Certification pay				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-10-31 establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on October 28, 2013 by Ordinance No. 2013-10-31 the City Council of the City of Plano, Texas, approved and adopted the certification and assignment pay plans for members of the Fire and Police Departments of the City of Plano; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desire to revise the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plans; and Fire Department preceptor pay plan.

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

**Section I.** Ordinance No. 2013-10-31 duly passed and approved by the City Council of the City of Plano, Texas on October 28, 2013 is repealed in its entirety effective September 22, 2014.

**Section II.** In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Police Department

Texas Commission on Law Enforcement Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

**Section III.** Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancements within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

**Section IV.** In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are; (1) certified as an Emergency Medical Technician Paramedic (EMT-P) by the Texas Department of State Health Services, and (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano and are assigned such duties by the Fire Chief of the City of Plano. For those that hold the rank of Fire Rescue Specialists (FRS), Fire Apparatus Operators (FAO), Lieutenants (LT), and Captains (CAPT), will receive \$350 a month. Fire Rescue Specialists (FRS) currently making the maximum of \$594 a month will receive a one-time lump sum of \$828.

**Section V.** Paramedic assignment pay shall be initiated at the beginning of the next pay period following receipt of being assigned by the Fire Chief of the City of Plano and approved by the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

**Section VI.** An ambulance assignment pay of \$30 is authorized for each paramedic and EMT, for each shift the individual is assigned to an ambulance.

**Section VII.** In accordance with Section 143.042 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

Paramedic Preceptor	\$45.00 per 24 hour shift
---------------------	---------------------------

**Section VIII.** In accordance with Section 143.043 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the duties and responsibilities as a Field Training Officer shall receive \$2.375 per hour worked.

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

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

**Section XI.** Upon passage, this Ordinance shall become effective September 22, 2014.

**DULY PASSED AND APPROVED**, this, the 22nd day of September 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/22/14		
Department:		Public Works (Environmental Waste Services)		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Rita Keys X4393</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2013-9-28, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, 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	7,202,710	<b>7,202,710</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	10,274	<b>10,274</b>
<b>BALANCE</b>	0	0	7,212,984	<b>7,212,984</b>
<b>FUND(S):     ENVIRONMENTAL WASTE SERVICES</b>				
<p><b>COMMENTS:</b> This item approves a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts beginning October 1, 2014. The anticipated additional amount to be received as a result of the rate increases is \$10,274 annually. These rate increases are necessary to keep pace with increased operational and service costs.</p> <p><b>STRATEGIC PLAN GOAL:</b> Updating rates to reflect the increasing expense of providing a service relates to the strategic goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The commercial rate increase reflects an annual escalation of .97% included in the commercial solid waste franchise agreement and generates a net increase of \$10,274 associated with the commercial franchise fee. The annual escalation is based upon the net percentage of increase or decrease in the Consumer Price Index (CPI) - Urban Wage Earners and Clerical Workers, Dallas-Fort Worth metropolitan area by the Bureau of Labor Statistics of the U.S. Department of Labor.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Exhibit "A" Commercial Refuse Hauling Zones Map				

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2013-9-28, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, a publication clause and an effective date.**

**WHEREAS**, on September 23, 2013, the City Council of the City of Plano enacted Ordinance No. 2013-9-28, which was codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano establishing a schedule of rates and charges for the collection and disposal of solid waste from commercial customers within and outside the City; and

**WHEREAS**, the schedule of rates and charges for solid waste collection and disposal must be reviewed annually in connection with preparation of the City budget and those rates and charges must be adjusted periodically to address increased operational costs and/or increased services being provided; and

**WHEREAS**, upon recommendation of staff and upon full review and consideration of all matters thereto, the City Council hereby finds and determines that it is necessary to revise the schedule of rates and charges for solid waste collection and disposal, as hereinafter provided, and that such revised schedule of rates and charges is reasonable and in the best interest of the City of Plano and its citizens.

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

**Section I.** Ordinance No. 2013-9-28, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas, is hereby repealed in its entirety.

**Section II.** Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas is enacted to read as follows:

**“Sec. 18-34. Commercial container rates.**

(a) The collection and disposal of solid waste from commercial accounts in the City of Plano shall only be performed by those commercial contractors authorized by the City Council to conduct such business within the City of Plano.

(b) The following rates and charges as set forth in the schedule below are hereby established as the maximum rates that may be charged by an authorized commercial contractor for collection, transportation and disposal of solid waste pursuant to that commercial contractor's contract with the City:

- (1) Rates for commercial container service for containers with a volume between two (2) cubic yards and eight (8) cubic yards shall be as follows plus a one-time delivery charge of fifty-six dollars and eighty-two cents (\$56.82):

<u>SIZE OF CONTAINER</u>	<u>SERVICE</u>	<u>MONTHLY CHARGE</u>
2 Cu. Yd.	1 x Week	58.62
	2 x Week	90.72
	3 x Week	136.06
	Extras	48.54
3 Cu. Yd.	1 x Week	77.43
	2 x Week	141.32
	3 x Week	196.48
	Extras	51.98
4 Cu. Yd.	1 x Week	93.89
	2 x Week	164.60
	3 x Week	235.15
	Extras	57.14
6 Cu. Yd.	1 x Week	129.49
	2 x Week	232.92
	3 x Week	335.78
	4 x Week	452.93
	5 x Week	570.98
	6 x Week	708.42
	Extras	64.35
8 Cu. Yd.	1 x Week	168.62
	2 x Week	295.54
	3 x Week	439.62
	4 x Week	593.51
	5 x Week	708.94
	6 x Week	838.99
	Extras	72.75

- (2) Rates for commercial compactors with a volume between six (6) cubic yards and eight (8) cubic yards shall be as follows plus a one time delivery charge of fifty-six dollars and eighty-two cents (\$56.82):

**COMPACTORS**

<u>SIZE OF CONTAINER</u>	<u>SERVICE</u>	<u>MONTHLY CHARGE</u>
6 Cu.Yd. Compactor	1 x week	384.46
	2 x week	768.90
	3 x week	1,153.36
	4 x week	1,537.81
	5 x week	1,922.24
	6 x week	2,306.68
	Extras	72.55
8 Cu.Yd. Compactor	1 x week	512.57
	2 x week	1,025.11
	3 x week	1,537.68
	4 x week	2050.19
	5 x week	2,562.77
	6 x week	3,075.33
	Extras	96.74

- (3) Rates for container service for open top containers and compactors with a volume in excess of eight (8) cubic yards will be determined and paid based on haul charges plus a per ton disposal charge that is established annually by the North Texas Municipal Water District (NTMWD). Haul charges are determined based on established zones that reflect the contractor’s transportation costs using time/distance from the service location to the disposal site. A minimum haul charge of one hundred twenty-eight dollars and thirty-five cents (\$128.35) will be assessed for disposal at one of NTMWD’s three transfer stations or the appropriate Zone Charge associated for disposal at the NTMWD RDF 121 Landfill site. Customers renting containers will be charged a delivery fee and per day rental fee. Haul rates and associated fees shall be as follows:

Zone 1	Zone 2	Zone 3	Zone 4	Delivery	Rental
\$170.69	\$213.10	\$255.82	\$299.07	\$86.67	\$5.76
Disposal Fee: \$43.35 per ton					
See Exhibit “A” – Commercial Refuse Hauling Zones Map.					

(4) Rates for commercial recycling container service shall be as follows:

<u>SIZE OF CONTAINER</u>	<u>SERVICE</u>	<u>MONTHLY CHARGE</u>
2 Cu. Yd.	Every Other Week	37.98
	1 x Week	50.64
	2 x Week	88.62
	3 x Week	126.60
	Extras	30.00
3 Cu. Yd.	Every Other Week	38.17
	1 x Week	50.89
	2 x Week	89.06
	3 x Week	127.23
	Extras	30.00
4 Cu. Yd.	Every Other Week	38.36
	1 x Week	51.14
	2 x Week	89.50
	3 x Week	127.86
	Extras	30.00
6 Cu. Yd.	Every Other Week	38.72
	1 x Week	51.63
	2 x Week	90.35
	3 x Week	129.07
	4 x Week	167.79
	5 x Week	206.51
	6 x Week	245.23
Extras	30.00	
8 Cu. Yd.	Every Other Week	39.10
	1 x Week	52.13
	2 x Week	91.23
	3 x Week	130.33
	4 x Week	169.43
	5 x Week	208.53
	6 x Week	247.63
Extras	30.00	

These monthly commercial recycling container service rates are not subject to the City's Commercial Franchise Fee.

- (5) In addition to the rates specified in subsections (b)(1) and (b)(3) above, there will be a delivery charge of eighty-six dollars and sixty-seven cents (\$86.67) for each temporary or on-call container delivered. "Temporary service" shall be defined as service of duration of less than one year.
- (6) All rates for solid waste services are subject to the appropriate state taxes.
- (7) Charges for damages to commercial solid waste containers not caused by the authorized commercial contractor, and charges for replacement of such containers at more frequent intervals than approved by the City Council shall be set forth in the performance standards for the authorized commercial contractor as referenced in the Commercial Franchise Agreement.
- (8) In addition to the charges hereinabove specified, the following additional fees and charges are authorized:

Casters	\$4.32 per lift
Locks	\$1.43 per lift
Gates	\$1.43 per lift
Return Check Charge	\$35.00
Fee for late payment	1.5% per month for balance due over 30 days."

**Section III.** The rates established in Section 18-34 shall be effective for all billings rendered on and after October 1, 2014.

**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, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section V.** It is hereby declared to 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 VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this 22nd day of September 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

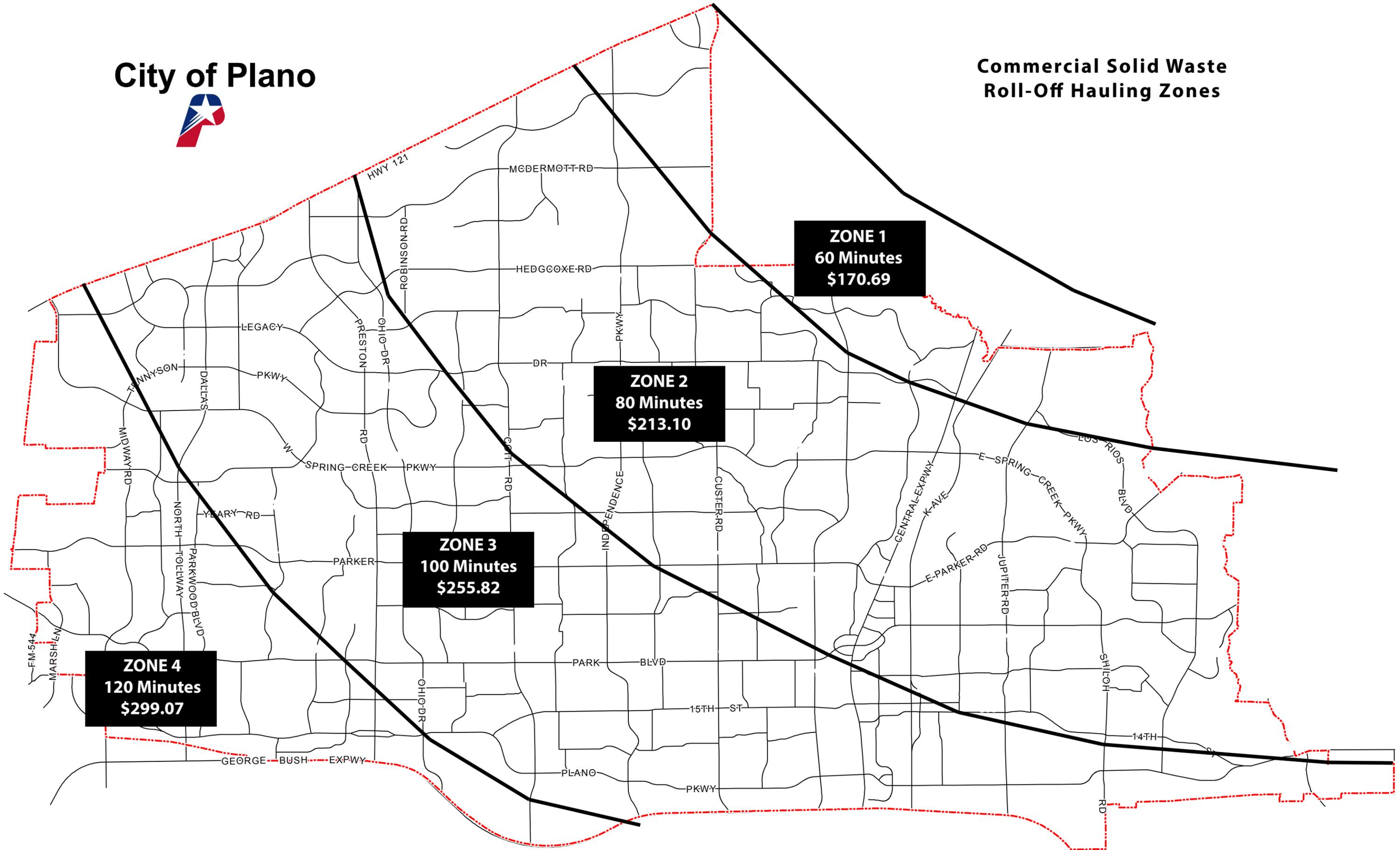
---

Paige Mims, CITY ATTORNEY

# City of Plano



## Commercial Solid Waste Roll-Off Hauling Zones



**ZONE 1**  
60 Minutes  
\$170.69

**ZONE 2**  
80 Minutes  
\$213.10

**ZONE 3**  
100 Minutes  
\$255.82

**ZONE 4**  
120 Minutes  
\$299.07



# 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:		09/22/2014		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matt Yager, x5220</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2014-9-4 in its entirety and adopting a new ordinance to amend Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings 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	7,579,374	<b>7,579,374</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-307,906	<b>-307,906</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>7,271,468</b>	<b>7,271,468</b>
<b>FUND(S):    MUNICIPAL DRAINAGE FUND</b>				
<p><b>COMMENTS:</b> Approval of this item will reduce Municipal Drainage Fee revenue by an estimated \$307,906 for the 2014-15 fiscal year.</p> <p><b>STRATEGIC PLAN GOAL:</b> Changes to Municipal Drainage Fees relate to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item repeals and replaces Ordinance No. 2014-9-4 and provides for revised residential rates for drainage utility customers with the effective date of November 1, 2014. The decrease in residential rates will provide for greater equity between residential and non-residential customers of the Municipal Drainage Utility System.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Drainage Rate Change Ordinance				

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2014-9-4 in its entirety and adopting a new ordinance to amend Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and an effective date.**

**WHEREAS**, on July 27, 1992, the City Council of the City of Plano, Texas adopted Ordinance Nos. 92-7-41 and 92-7-42 creating a Municipal Drainage Utility System and establishing monthly drainage charges for developed properties discharging water into the City's storm water drainage system, said ordinances being codified as Section 21-1 and 21-2 of Article I of Chapter 21 of the City Code of Ordinances (the "Code Sections"); and

**WHEREAS**, the City Council previously revised residential drainage fees effective April 1, 2013 by Ordinance No. 2013-3-9 on March 25, 2013; and

**WHEREAS**, the City Council previously revised non-residential drainage fees effective October 1, 2013 by Ordinance No. 2013-9-7 on September 9, 2013; and

**WHEREAS**, the City Council adopted Ordinance No. 2014-9-4 on September 8, 2014 revising the fees for residential customers of Municipal Drainage Utility System to be effective immediately; and

**WHEREAS**, to allow the completion of existing billing cycles, staff recommends repealing Ordinance No. 2014-9-4 and adopting a new ordinance revising the residential rates for drainage utility customers with the effective date of November 1, 2014; and

**WHEREAS**, the City Council further finds and determines that such modifications to drainage fees with the effective date of November 1, 2014 are in the best interest of the City and its citizens and the new rates are adopted as provided in this Ordinance.

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

**Section I.** The City Council hereby repeals Ordinance No. 2014-9-4 in its entirety.

**Section II.** Section 21-2 (f) of Article I, Chapter 21 Utilities of the Code of Ordinances of the City of Plano is hereby amended in its entirety to read as follows:

"(f) The following rates are hereby established and shall be collected through the city's public utility billing department:

Residential Customer Class	Size of Impervious Area (in square feet)*	Monthly Fee
R-1	Less than 4,750	\$3.10
R-2	4,750 to 6,450	4.15
R-3	Greater than 6,450	5.60

\* Includes footprint of first floor, patio, garage, and a pro rata portion adjustment of three thousand (3,000) square feet for streets, alleys, and sidewalks.

Duplex properties shall have the same monthly fee as R-1, R-2, and R-3 (depending on the size of the impervious area) if the duplex is under single ownership. If each side of the duplex is individually metered, the fee for each half shall be one-half, (½) the total fee as calculated for the duplex.

For all other properties including but not limited to apartment, commercial, industrial, office, religious institution, public or private school, and governmental and quasi-governmental entities, the monthly fee shall be based upon seventy five hundredths cents (\$0.075) per one hundred (100) square feet of total impervious area of the improved property. The total impervious area includes ten (10) percent additional area for the street and sidewalk adjustment. The minimum fee shall be three dollars and ten cents (\$3.10), per property.

The new rates described in this section shall be effective for all bills rendered on or after November 1, 2014."

**Section III.** The fees for Non-Residential Customer Class remain the same except for the minimum fee, which has been amended to be consistent with the residential minimum fee.

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

**Section V.** 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.** 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 VII.** This Ordinance shall become effective November 1, 2014.

**DULY PASSED AND APPROVED** this the 22<sup>nd</sup> day of September, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**DATE:** September 3, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 2, 2014

**AGENDA ITEM NO. 10 - PUBLIC HEARING  
ZONING CASE 2014-29  
APPLICANT: MAIN STREET PLAZA, LTD**

Request for Specific Use Permit for Health/Fitness Center on 0.1± acre located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard. Zoned General Office with Specific Use Permit #592 for Kennel (Indoor Pens)/Commercial Pet Sitting.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: David Mottahedeh, Main Street Plaza, LTD.  
Fred Bemenderfer, Roome Land Surveying, Inc.  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/wJ7FX>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 2, 2014

**Agenda Item No. 10**

**Public Hearing:** Zoning Case 2014-29

**Applicant:** Main Street Plaza, LTD

---

**DESCRIPTION:**

Request for Specific Use Permit for Health/Fitness Center on 0.1± acre located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard. Zoned General Office with Specific Use Permit #592 for Kennel (Indoor Pens)/Commercial Pet Sitting.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Health/Fitness Center. The Zoning Ordinance defines Health/Fitness Center as a public or private facility operated to promote physical health and fitness. Activities may include exercise, physical therapy, training, and education pertaining to health and fitness. Uses or combinations of uses or facilities would typically include, but are not limited to, game courts, weight lifting and exercise equipment, aerobics, swimming pools and spas, and running or jogging tracks. The purpose and intent for an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

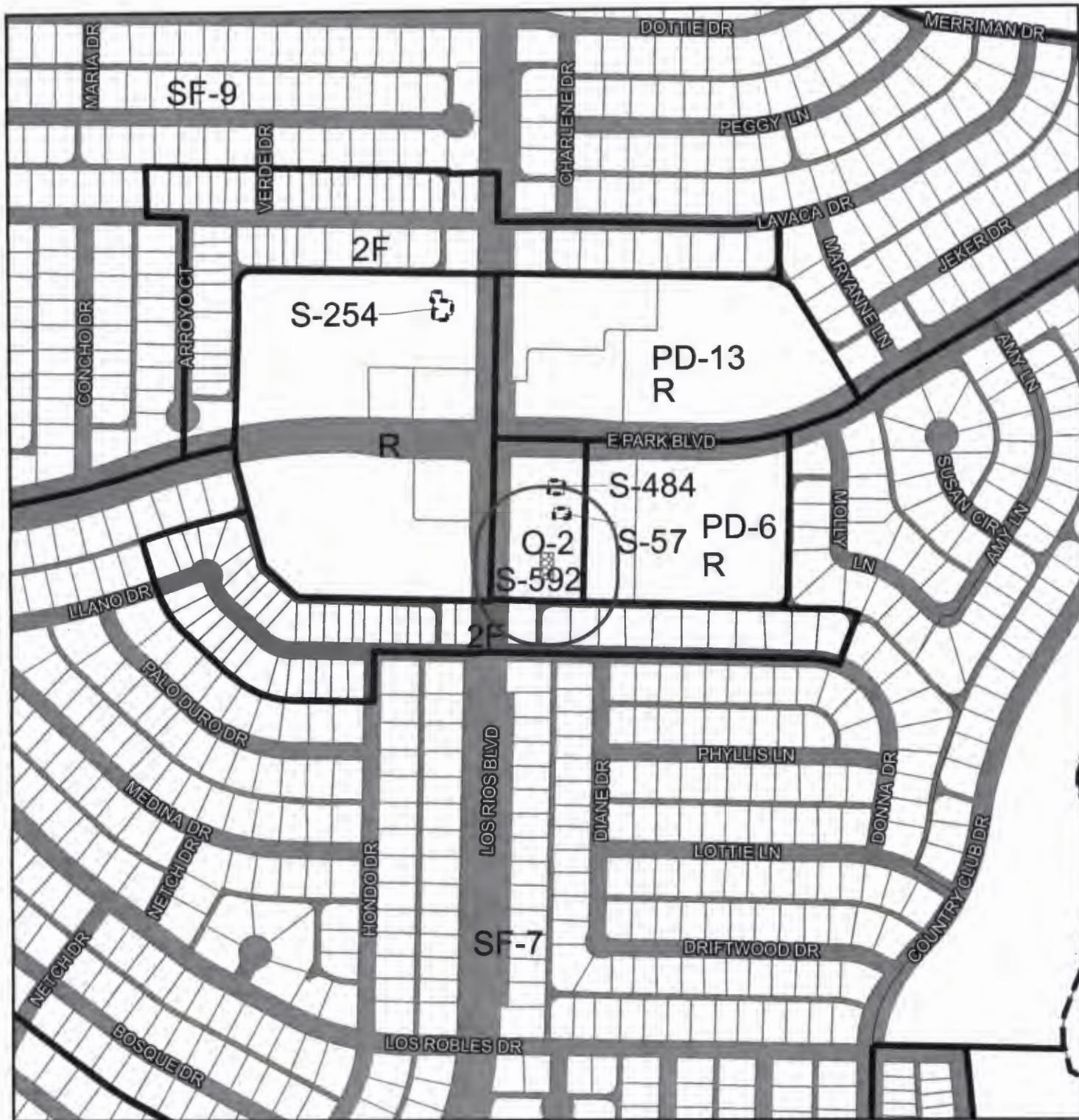
The subject property is zoned General Office (O-2). The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

To the north of the subject property, across Park Boulevard, is an existing retail development zoned Planned Development-13-Retail. To the east of the subject property is vacant land zoned Planned Development-6-Retail. To the west of the subject property, across Los Rios Boulevard, is existing retail development zoned Retail. To the south of the property is existing residential development zoned Two-Family Residence.

The subject property is an existing retail center with various existing retail and service businesses. The applicant is proposing to occupy an existing lease space within the retail center. Staff believes Health/Fitness Center is compatible with the existing commercial uses within the subject property.

**RECOMMENDATION:**

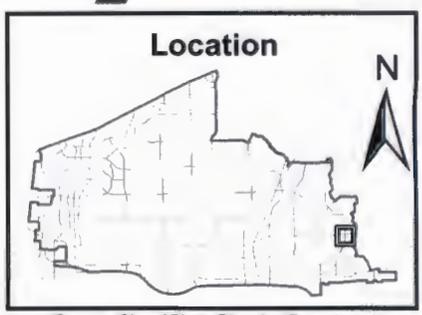
Recommended for approval as submitted.



Zoning Case #: 2014-29

Existing Zoning: GENERAL OFFICE  
w/SPECIFIC USE PERMIT #592

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



Source: City of Plano Planning Department



Area of Request

LOS RIOS BOULEVARD

ANGELINA DRIVE

DRIVE

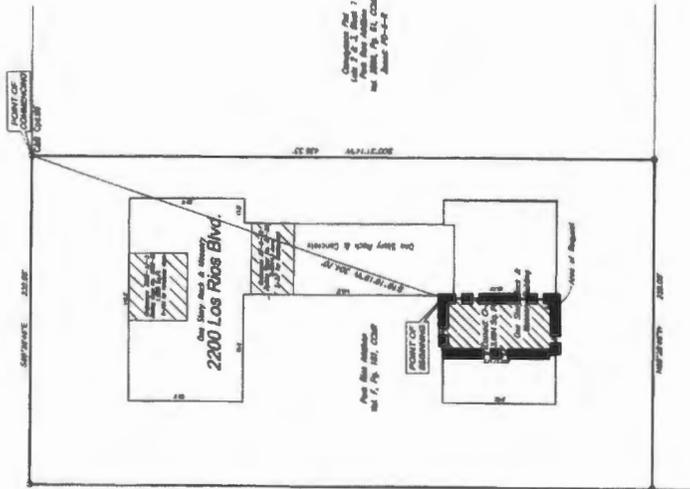


Source: City of Plano, Planning Dept.  
Date: September, 2014

Zoning Case 2014-29

East Park Survey  
 187 C.C.M.R.  
 187 C.C.M.R.  
 187 C.C.M.R.

**PARK BLVD**  
 (100' R.O.W.)

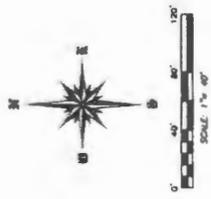


**Property Description**

SITUED in the State of Texas, County of Collin and City of Plano, being part of the East Park Survey, containing 897,360 sq. ft. of land, Block 1, Page 187 of the Collin County Map Records with said premises being more particularly described as follows:

THENCE with the south line of Park Boulevard meeting the northeast corner of said Lot 1; right-of-way line of Park Boulevard measuring the northeast corner of said Lot 1; corner of a cemetery with the north facing of a masonry building meeting the POINT OF BEGINNING; thence with the north line of said masonry building to the southeast corner of said lot; South 00°31'14" West, 80.00 feet to the southwest corner of said lot; South 00°31'14" West, 80.00 feet to the southwest corner of said lot; South 89°25'44" East, 38.87 feet to the point of beginning; thence with the south line of said masonry building to the southeast corner of said premises; thence with the west line of said premises and party along the west facing of an existing masonry wall, North 00°31'14" East, 80.00 feet to a point of beginning; thence with the north line of said masonry building to the southeast corner of said premises; South 89°25'44" East, 38.87 feet to the point of beginning; and containing 1,024 square feet or 0.0231 acre.

**ZC-2014-29**  
**Specific Use Permit for**  
**Health/Fitness Center**  
 Part of Lot 1, Block 1  
 Park Rios Addition  
 recorded in Volume F, Page 187 C.C.M.R.  
 an Addition to the City of Plano  
 Andrew Pizra Survey, Abstract No. 687  
 Collin County, Texas  
 July 2014



**Surveyor**  
 Access Land Surveying  
 2000 Aug 03, Suite B10  
 Plano, Texas 75075  
 Phone: (972) 424-1177  
 Fax: (972) 424-7623  
 All: 713-526-5656

**Owner**  
 Alex Sweet Plaza Ltd.  
 P.O. Box 686112  
 Plano, TX 75086  
 Phone: (972) 244-2645  
 Fax: (972) 244-2645  
 Agent: Alex Sweet

**Taxmap**  
 Cassell (Alex) Junge  
 307 Huntington Drive  
 Murphy, TX 75086  
 Alt: Alex Sweet (972) 697-0222  
 Alt: Damon Todd (214) 442-3165

Notar Approved of the zoning case associated with this permit shall not imply approval of the zoning case or any other zoning case or the addition of the development process. Planning and Zoning Commission and/or City Council action in relation, plans or plans relating to amendments of this property shall be considered as an action separate from action taken on this zoning case.



**VICINITY MAP**  
 Not to Scale

Record Number: 187 C.C.M.R.  
 187 C.C.M.R.  
 187 C.C.M.R.  
**ROOME LAND SURVEYING, INC.**  
 187 C.C.M.R.  
 187 C.C.M.R.  
 187 C.C.M.R.

## Zoning Case 2014-29

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 653 so as to allow the additional use of Health/Fitness Center on 0.1± acre of land out of the Andrew Piara Survey, Abstract No. 687, located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard, in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 592 for Kennel (Indoor Pens)/Commercial Pet Sitting; 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 September, 2014, for the purpose of considering granting Specific Use Permit No. 653 for the additional use of Health/Fitness Center on 0.1± acre of land out of the Andrew Piara Survey, Abstract No. 687, located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard, in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 592 for Kennel (Indoor Pens)/Commercial Pet Sitting; 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 September, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 653 for the additional use of Health/Fitness Center on 0.1± acre of land out of the Andrew Piara Survey, Abstract No. 687, located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard, in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 592 for Kennel (Indoor Pens)/Commercial Pet Sitting, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 653 for the additional use of Health/Fitness Center on 0.1± acres of land out of the Andrew Piara Survey, Abstract No. 687, located 290± feet south of Park Boulevard and 105± feet east of Los Rios Boulevard, in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 592 for Kennel (Indoor Pens)/Commercial Pet Sitting, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 22ND DAY OF SEPTEMBER, 2014.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

Zoning Case 2014-29

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Andrew Piara Survey, Abstract No. 687, being part of Lot 1, Block 1, of Park Rios Addition, an addition to the City of Plano, as recorded in Volume F, Page 181 of the Collin County Map Records with said premises being more particularly described as follows:

COMMENCING at a Carter & Burgess capped iron rod found in the south right-of-way line of Park Boulevard marking the northeast corner of said Lot 1;

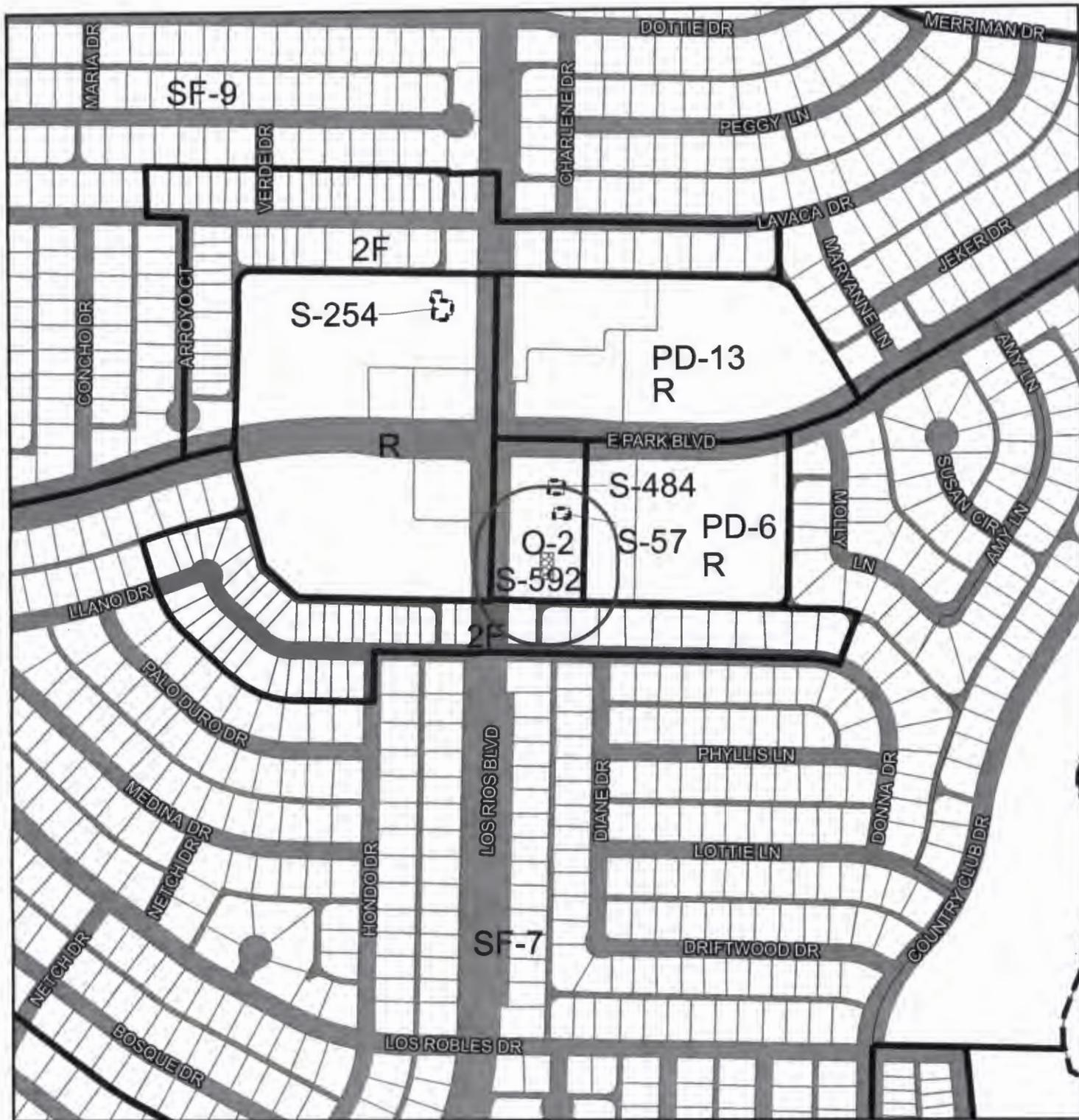
THENCE South, 19° 19' 19" West, 304.70 feet to a point at the northwest corner of a demising wall in the north facing of a masonry building marking the POINT OF BEGINNING and northeast corner for the herein described premises;

THENCE with the east line of said premises along the west facing of said demising (interior) wall, South, 00° 31' 14" West, 80.00 feet to the southwest corner of said wall, the southeast corner of said premises, and being in the south facing of said masonry building;

THENCE North, 89° 28' 46" West, 38.67 feet with the south facing of said masonry building to a point marking the southwest corner of said premises;

THENCE with the west line of said premises and partway along the east facing of an existing demising wall, North, 00° 31' 14" East, 80.00 feet to a point in the north facing of said masonry building at the northeast corner of said demising wall and the northwest corner of said premises;

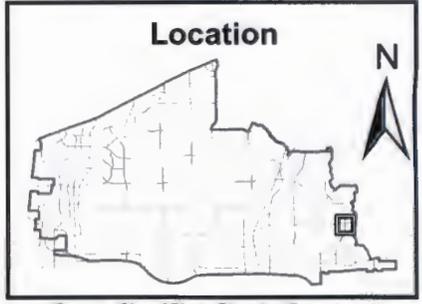
THENCE with the north facing of said masonry building and the north line of said premises, South, 89° 28' 46" East, 38.67 feet to the POINT OF BEGINNING and CONTAINING 3,094 square feet or 0.071 acre.



Zoning Case #: 2014-29

Existing Zoning: GENERAL OFFICE  
w/SPECIFIC USE PERMIT #592

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



Source: City of Plano Planning Department



**DATE:** September 3, 2014  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 2, 2014

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2014-30  
APPLICANT: ACRES OF SUNSHINE, LTD**

Request for a Specific Use Permit for Mid-Rise Residential and a Specific Use Permit for Helistop on 8.3± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 278

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

**STIPULATIONS:**

SUP for Mid-Rise Residential: Recommended for approval.

SUP for Helistop: Approved 8-0 to accept applicant's request to withdraw the Helistop request.

**FOR CITY COUNCIL MEETING OF:** September 22, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: Owen Haggard, Acres of Sunshine, LTD  
Sarah Scott, Kimley Horn and Associates, Inc.

<http://goo.gl/maps/Wb3ll>

**Date:** September 12, 2014

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

**From:** Christina D. Day, Director of Planning

**Subject:** Zoning Case 2014-30

At its September 2, 2014, meeting, the Planning & Zoning Commission (P&Z) considered this zoning petition and recommended approval with a vote of 8-0. Upon further review of the case, staff noted there were stipulations requested by the applicant that were not addressed within the staff report and could not be granted through the SUP process. These stipulations are as follows:

Stipulation 1: Floor Area Ratio (FAR) not to exceed 4:1. – The applicant’s plan requires a floor-area-ratio exceeding 3:1. The base zoning RC district allows a ratio of 1:1, yet allows heights of 20 stories and 325 feet. Practically speaking, this would require a large amount of land to remain fallow in order to meet the allowable height and FAR in the same project if the parking is structured. Staff believes the structured parking is a more efficient use of the land, and therefore supports a modification to the FAR.

Stipulation 2: Structured parking may be four levels above grade; however parking is prohibited on the top deck which is reserved for a private recreation area. – The applicant is requesting to use the top floor of the parking structure to provide a private recreation area for residents, including a pool deck. Staff finds this is largely compliant with the intent of the RC district to limit parking to 3 levels, as the depth of the pool will limit parking on the fourth level.

The specific use provision of the zoning ordinance is intended to provide flexibility in permitting a use of property within a district that is not otherwise allowed, through a limited zoning amendment. It is not a process for relaxing the base zoning requirements pertaining to height, bulk, or setback. As an example, you may apply for an SUP to construct certain non-residential uses within a single-family district, but you may not use an SUP to increase the height of the proposed non-residential use above the maximum height permitted by the base district. The requested stipulations are not permissible under an SUP because they do not “impose such development standards and safeguards” which are “important to the welfare and protection of adjacent property”, but rather amend the base zoning regulations to be more permissible.

The correct vehicle for this type of amendment is through the Planned Development process. If Council finds the use appropriate, staff recommends that City Council call a public hearing

to consider a planned development district with these stipulations on the eight acres within the SUP request area.

If the Council finds that these stipulations should be considered more fully by the P&Z, they may remand Zoning Case 2014-30 back to P&Z for further consideration. However, if the Council finds the information on the zoning exhibit to be sufficient, they may take action on Zoning Case 2014-30 based on the P&Z's review and recommendation from September 2, 2014.

Additionally, the applicant has withdrawn their requests for an SUP for helistop and to reduce the landscape edge on the site. The plan and exhibit have been updated to note these changes. Please let me know if you have questions.

#### Recommendations

1. Approval of Zoning Case 2014-30 for an SUP for Mid-rise Residential Use with no stipulations.
2. If the SUP is approved, the Council call a public hearing to initiate a zoning case for a planned development district on the Zoning Case 2014-30 property that would include the two stipulations noted above.

XC: Paige Mims, City Attorney  
Victoria Huynh, Deputy City Attorney  
Eric Hill, Development Review Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 2, 2014

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2014-30

**Applicant:** Acres of Sunshine, LTD

---

**DESCRIPTION:**

Request for a Specific Use Permit for Mid-Rise Residential and a Specific Use Permit for Helistop on 8.3± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District.

**REMARKS:**

The applicant is requesting a Specific Use Permit (SUP) for Mid-Rise Residential and an SUP for Helistop. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines mid-rise residential as buildings containing not less than five floors designed for residential occupancy and including accessory uses including but not limited to parking garages, recreational amenities, meeting space, storage, and personal services. A mid-rise residential development may include a mix of residential and nonresidential uses in the same structure. A helistop is defined as an area of land or water or a structural surface which is used, or intended for use, for the landing and taking off of helicopters, and any appurtenant areas which are used, or intended for use for heliport buildings and other heliport facilities. Helistop is the same as a heliport, except that no refueling, maintenance, repairs, or storage of helicopters is permitted.

The subject property is zoned Regional Commercial (RC). The RC district is primarily intended for use in conjunction with a Regional Employment (RE) district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

A preliminary site plan and concept plan, Haggard Farm Addition, Block A, Lots 1 and 2, accompanies this request as Agenda Item 7B.

### **Surrounding Land Use and Zoning**

To the north, across Spring Creek Parkway, there is an existing automobile dealership zoned Commercial Employment with Specific Use Permit #539 for New Car Dealer. To the east, across Parkwood Boulevard, is vacant land zoned Planned Development-243-Retail/General Office. To the south and west are vacant properties zoned RC.

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

**Future Land Use Plan:** The Future Land Use plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April, 2012. The policies that apply to this request include:

1. Residential should be set back a minimum of 1,200 feet from the centerline of the Dallas North Tollway. Factors including existing development patterns should be considered in applying this standard.

The subject property is located outside the 1,200 foot setback from the Dallas North Tollway. Additionally, residential development in major expressway corridors could be classified as an alternative neighborhood setting in conformance with the Economic Development Element of the Comprehensive Plan.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land use is compatible.

Although the request does not expand into any existing residential neighborhoods, the number of potential units proposed by the associated preliminary site plan/concept plan for Haggard Farm Addition could establish a new neighborhood of residential development. The property is surrounded by streets and vacant property with nonresidential zoning on all adjacent properties. The closest existing development is a new car dealer to the north, across Spring Creek Parkway. Allowing residential uses in this area is not compatible with the existing adjacent zoning. However, mid-rise uses are distinct because they do not necessarily require adjacency to other residential uses and can function as standalone sites.

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

a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

Mid-rise residential uses could be exceptions to the city's density policy as individual units may be large, resulting in a reduction of overall density.

**Adequacy of Public Facilities:** Water and sanitary sewer services are available to serve the property via extensions from Spring Creek Parkway and Parkwood Boulevard.

**School Capacity:** This is provided for informational purposes only. The subject property is within the Plano Independent School District and is served by the following schools:

Elementary School	Brinker
Middle School	Renner
High School	Shepton
Senior High School	Plano West

Per the district's representative, there may be capacity issues at the schools if all the proposed residential units were built today. However, Planning staff does not have a concrete study or report from the school district supporting overcrowding at any of these facilities and does not recommend considering school capacity as a factor for land use decisions. The District's policy indicates they follow the teacher-student ratio consistent with the Texas Education Code 25.111.

**Public Safety Response Time:** Based upon existing personnel, equipment, and facilities, fire emergency response times would be acceptable for mid-rise residential development in this location.

**Access to and Availability of Amenities and Services:** The northern boundary of the subject property is located along and served by the Bluebonnet Trail.

The subject property is located within the Parr Library Service area, and service to the residents of the structure would be possible with the current library services.

**ISSUES:**

**Mid-Rise Residential**

The applicant is requesting an SUP to allow mid-rise residential within the subject property. Currently, the city does not have any existing mid-rise developments. An SUP is required for mid-rise uses in order to determine the appropriateness of these residences in proximity to surrounding properties. Mid-rise uses effectively operate as independent developments with private amenities built-in to serve residents. Mid-rise uses can also benefit from common open space, services, retail and employment opportunities found within the context of an urban center. Although this request is not

proposed within an urban center, the subject property may be appropriate for mid-rise residential due to the self-contained and urban nature of their development.

However, staff is concerned that adjacent nonresidential zoning may allow for uses which might be incompatible to residential living. As shown in the associated preliminary site plan/concept plan, the subject property is intended to be a private development with drives and parking that serve the subject property. Although the property is not intended to be integrated with adjacent development, due to surrounding nonresidential zoning the property is not fully compliant with the recommendations of the Comprehensive Plan. The request would be more appropriate if located within an Urban Mixed-Use (UMU) district or similar urban center zoning. The Commission should determine if surrounding land uses and zoning are appropriate for a mid-rise development.

### **Helistop**

The applicant is requesting to withdraw their request for an SUP for a Helistop.

### **Summary**

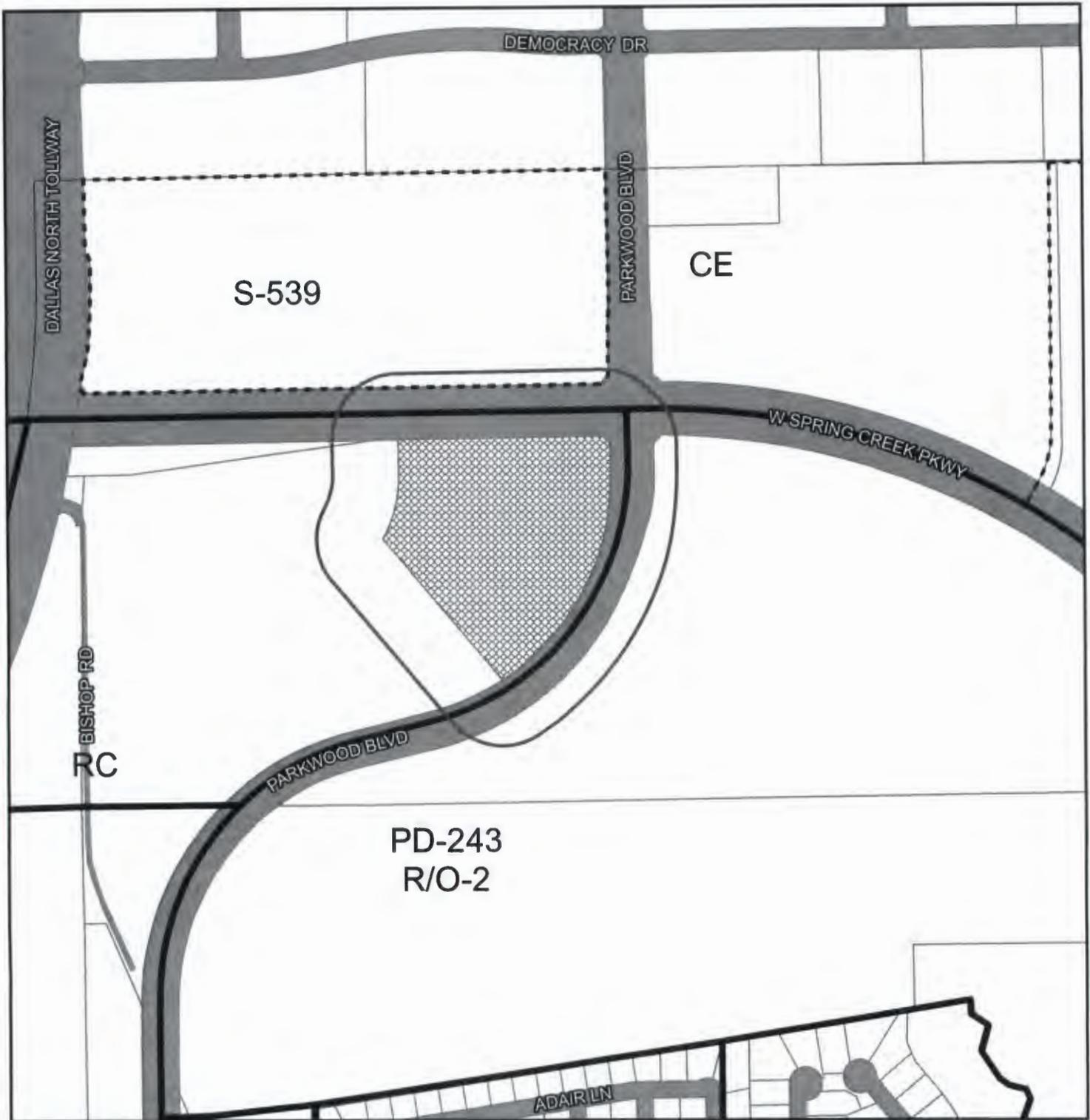
The applicant is requesting a Specific Use Permit (SUP) for Mid-Rise Residential and is requesting to withdraw their request for an SUP for Helistop. The proposed residential use is not fully consistent with the Future Land Use Plan and interim amendments to the comprehensive planning land use policies. Although mid-rise residential uses may be appropriate due to the independent nature of their development, staff is concerned about the potential for future land-use conflicts which may occur due to adjacent nonresidential zoning. For this reason, staff is recommending approval provided the Commission determines that surrounding land uses are compatible.

### **RECOMMENDATION:**

SUP for Mid-Rise Residential: Recommended for approval if the Planning & Zoning Commission determines surrounding land uses are compatible.

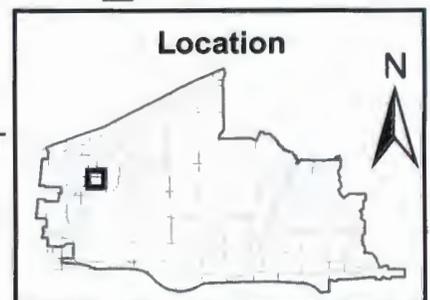
SUP for Helistop: Recommended that the Planning & Zoning Commission accept the applicant's request to withdraw the Helistop SUP from consideration.

DUE TO THE NUMBER OF RESPONSES, LETTERS RECEIVED FOR THIS ZONING CASE HAVE BEEN INCLUDED IN HARDCOPY FORM TO EACH P&Z COMMISSIONER AND UNDER SEPARATE COVER ON THE PLANNING DEPARTMENT WEBSITE.



Zoning Case #: 2014-30

Existing Zoning: REGIONAL COMMERCIAL/  
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



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

Source: City of Plano Planning Department



DEMOCRACY DRIVE

DALLAS NORTH TOLLWAY

DALLAS PARKWAY

Area of Request

SPRING CREEK PARKWAY

BISHOP ROAD

PARKWOOD BOULEVARD

ADAIR LANE

CORSICA WAY

MARTINDALE

COGNAC

CARRIER LANE



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

Zoning Case 2014-30



## Zoning Case 2014-30

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 654 so as to allow the additional use of Mid-Rise Residential on 8.3± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of September, 2014, for the purpose of considering granting Specific Use Permit No. 654 for the additional use of Mid-Rise Residential on 8.3± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of September, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 654 for the additional use of Mid-Rise Residential on 8.3± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 654 for the additional use of Mid-Rise Residential on 8.3± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 22ND DAY OF SEPTEMBER, 2014.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

Zoning Case 2014-30

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas and being part of a called 108.9 acre tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835, of the Official and being particularly described as follows:

BEGINNING at the north end of a right-of-way corner clip of the south right-of-way line of Spring Creek Parkway (a 160-foot wide right-of-way) and the west right-of-way line of Parkwood Boulevard (a variable width right-of-way);

THENCE with said right-of-way corner clip, South 45° 42' 00" East, a distance of 35.29 feet to a point for corner in said west right-of-way line of Parkwood Boulevard;

THENCE with said west right-of-way line of Parkwood Boulevard, the following courses and distance:

South, 00° 36' 55" East, a distance of 75.35 feet to a point at the beginning of a tangent curve to the right having a central angle of 05° 21' 27", a radius of 744.74 feet, a chord bearing and distance of South, 02° 03' 48" West, 69.61 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 69.64 feet to a point at the end of said curve;

South, 04° 44' 31" West, a distance of 28.12 feet to a point at the beginning of a tangent curve to the right having a central angle of 09° 36' 05", a radius of 747.63 feet, a chord bearing and distance of South, 09° 32' 34" West, 125.14 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 125.28 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 28° 49' 42", a radius of 750.00 feet, a chord bearing and distance of South, 30° 54' 47" West, 373.39 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 377.36 feet to a point at the end of said curve;

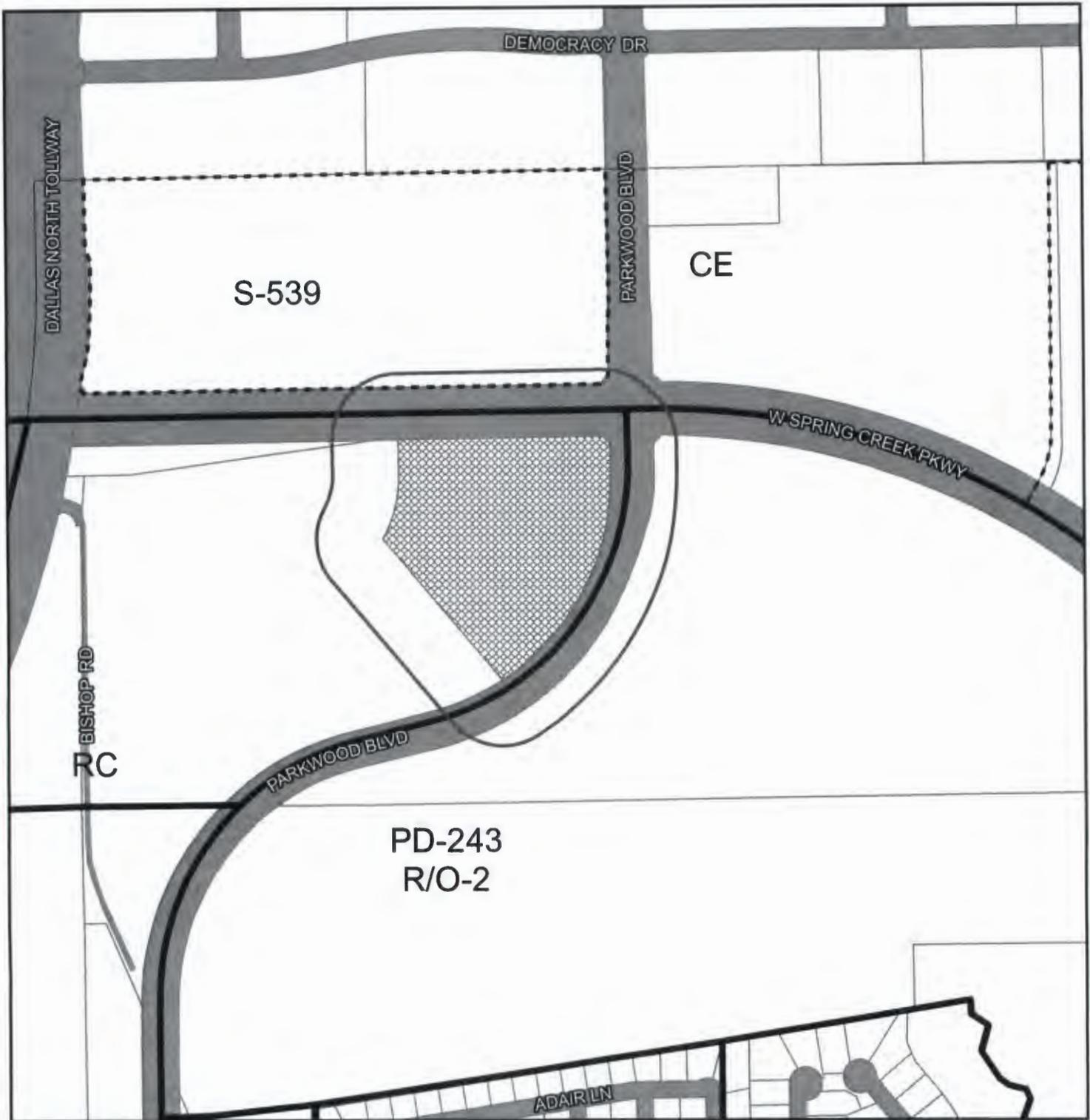
THENCE departing said west right-of-way line of Parkwood Boulevard, the following courses and distances:

North, 71° 27' 49" West, a distance of 617.97 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 53° 47' 03", a radius of 400.00 feet, a chord bearing and distance of North, 26° 54' 19" East, 361.85 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 375.49 feet to a point at the end of said curve;

North, 00° 00' 47" East, a distance of 113.78 feet to a point for corner in said right-of-way line of Spring Creek Parkway;

THENCE with said south right-of-way line of Spring Creek Parkway, North, 89° 12' 46 East, a distance of 613.53 feet to the POINT OF BEGINNING and CONTAINING 8.33 acres of land.



Zoning Case #: 2014-30

Existing Zoning: REGIONAL COMMERCIAL/  
DALLAS NORTH TOLLWAY OVERLAY DISTRICT

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



Source: City of Plano Planning Department





# 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:		September 22, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 7151</b>				
<b>CAPTION</b>				
Consideration of an appeal of the Planning & Zoning Commission's approval of the Preliminary Site Plan and Concept Plan for Haggard Farm Addition, Block A, Lots 1 & 2. Zoned Regional Commercial/Dallas North Tollway Overlay District. Applicant: Director of Planning.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
At its September 2, 2014 meeting, the Planning & Zoning Commission approved the Preliminary Site Plan and Concept Plan by a vote of 8-0 with the stipulation that the City Council approve Zoning Case 2014-30. Attached is a memo from the Director of Planning requesting an appeal of the approval by the Planning & Zoning Commission.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Appeal Memo from the Director of Planning			Planning & Zoning Commission	
P&Z Follow-up Memo				
Staff Write-up				
Locator Map				
Preliminary Site Plan and Concept Plan				



# Memorandum

**Date:** September 11, 2014

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

**From:** Christina D. Day, Director of Planning

**Subject:** Appeal of Preliminary Site Plan and Concept Plan for Haggard Farm Addition

At its September 2, 2014, meeting, the Planning & Zoning Commission (P&Z) considered this preliminary site plan and concept plan for mid-rise residential development. The P&Z recommended approval with a vote of 8-0. Upon further review of the plan and associated zoning case, staff noted the floor area ratio and garage height were not in conformance with the underlying Regional Commercial zoning district. Since the plan is not in conformance with the zoning, I have appealed the plan to Council in order to correct these oversights.

Staff is recommending the most direct solution is to call a public hearing to consider a planned development district which includes the following stipulations (described in further detail in the Zoning Case 2014-30 information):

Stipulation 1: Floor Area Ratio (FAR) not to exceed 4:1.

Stipulation 2: Structured parking may be four levels above grade; however parking is prohibited on the top deck which is reserved for a private recreation area.

While staff supports these changes, we cannot recommend approval of the plan today due to its incompatibility with the base zoning. Therefore, we recommend that the Council remand this plan to the P&Z for consideration in conjunction with a zoning case providing for these development standards, pending Council approval of Zoning Case 2013-30 allowing mid-rise residential as an allowable use on the site.

## Recommendation

Remand this plan to the P&Z for consideration in conjunction with a zoning case providing for necessary development standards, subject to approval of Zoning Case 2013-30.

XC: Paige Mims, City Attorney  
Victoria Huynh, Deputy City Attorney  
Eric Hill, Development Review Manager

**DATE:** September 3, 2014  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 2, 2014

**AGENDA ITEM NO. 7B - PRELIMINARY SITE PLAN/CONCEPT PLAN  
HAGGARD FARM ADDITION, BLOCK A, LOTS 1 & 2  
APPLICANT: ACRES OF SUNSHINE, LTD**

Mid-rise residential on one lot on 8.3± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District. Neighborhood #27.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Approved subject to City Council approval of Zoning Case 2014-30.

ST/dc

xc: Owen Haggard, Acres of Sunshine, LTD.  
Sarah Scott, Kimley-Horn and Associates, Inc.

CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 2, 2014

**Agenda Item No. 7B**

**Preliminary Site Plan/Concept Plan:** Haggard Farm Addition, Block A, Lots 1 & 2

**Applicant:** Acres of Sunshine, LTD

---

**DESCRIPTION:**

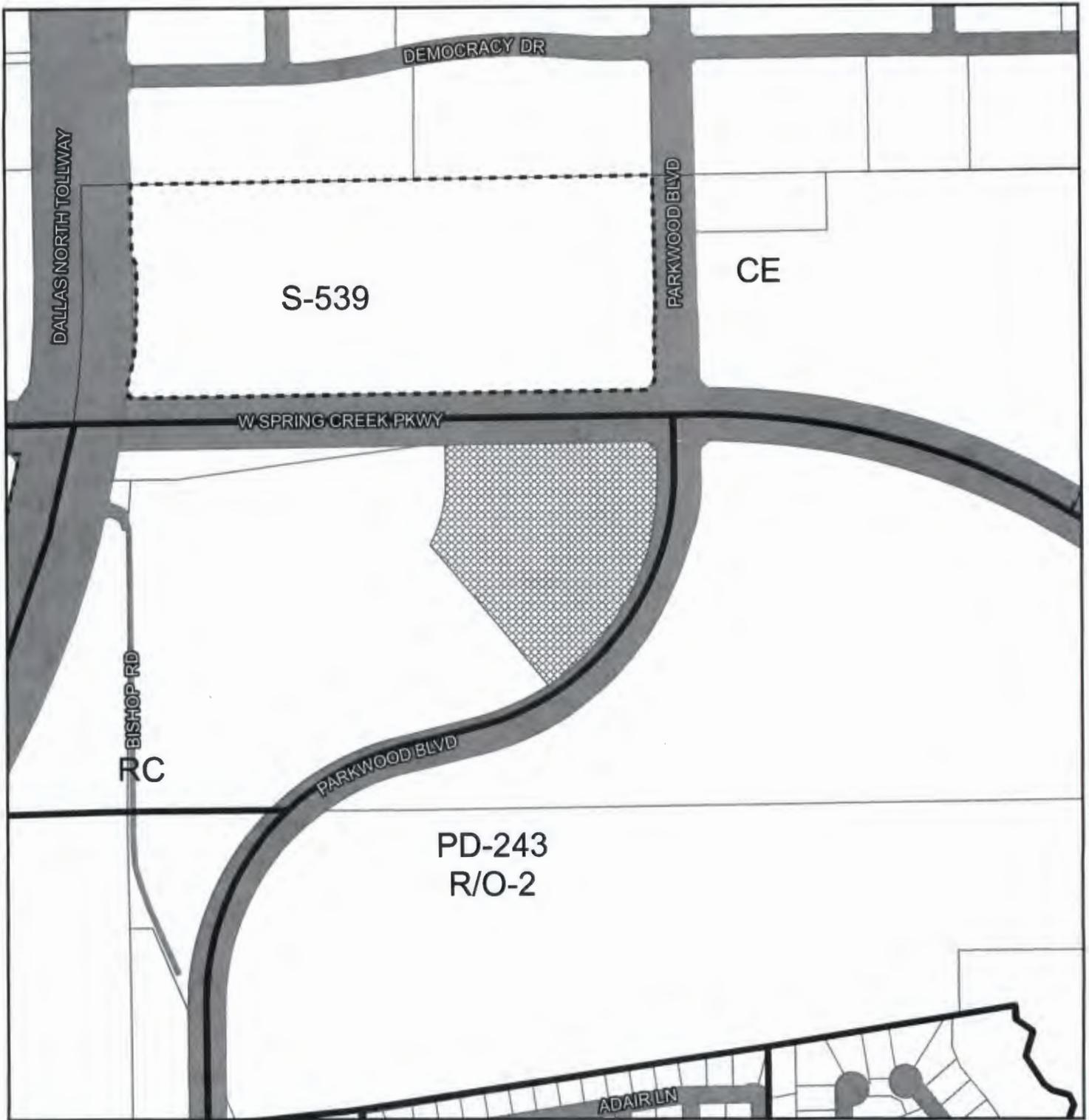
Mid-rise residential on one lot on 8.3± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District. Neighborhood #27.

**REMARKS:**

The preliminary site plan is associated with Zoning Case 2014-30 and is contingent upon approval of the zoning case. The purpose for the preliminary site plan and concept plan is to show the proposed mid-rise residential development and related site improvements.

**RECOMMENDATION:**

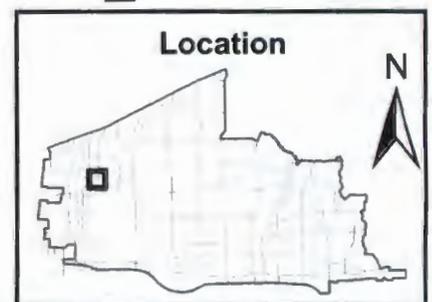
Recommended for approval subject to City Council approval of Zoning Case 2014-30.



Item Submitted: PRELIMINARY SITE PLAN/CONCEPT PLAN

Title: HAGGARD FARM ADDITION  
BLOCK A, LOTS 1 & 2

Zoning: REGIONAL COMMERCIAL/  
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



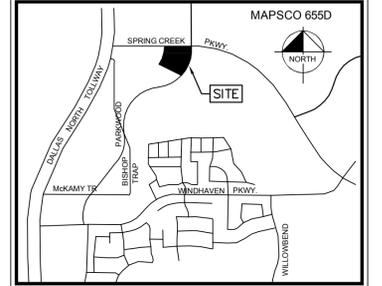
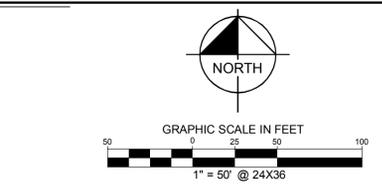
Source: City of Plano Planning Department

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

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION IS STRICTLY PROHIBITED.

LOT 1R, BLOCK 1,  
 CLASSIC BMW ADDITION,  
 VOL. 2013, PG. 183, L.R.C.C.T.

LOT 2, BLOCK A, PARKWOOD  
 STORAGE ADDITION



**LEGEND**

	PROPOSED FIRE LANE, ACCESS, & UTILITY EASEMENT
	PROPERTY LINE
	EASEMENT
	SETBACK LINE
	TREE NUMBER - REFER TO TREE LEGEND (THIS SHEET)
	PARKING STALL COUNT
	LANDSCAPE AREA
	BARRIER FREE RAMP
	SIDEWALK
	EXISTING TREE

**SITE DATA SUMMARY TABLE**

ITEM	LOT 1
<b>GENERAL SITE DATA</b>	
ZONING	RC - DALLAS N. TOLLWAY OVERLAY
LAND USE	MID-RISE RESIDENTIAL
LOT AREA (SF)	128,873 SF
LOT AREA (AC)	2.91 AC
BUILDING FOOTPRINT AREA (SF)	21,500 SF
BUILDING HEIGHT (# STORIES)	20 STORY
BUILDING HEIGHT (FEET - DIST. TO TALLEST BLDG. ELEMENT)	325'-0"
LOT COVERAGE (PERCENT - XXX%)	16.8%
FLOOR AREA RATIO (RATIO - XXX:1)	0.17:1
<b>PARKING</b>	
PARKING RATIO (FROM ZONING ORDINANCE)	2 SPACES PER UNIT
REQUIRED PARKING (# SPACES)	210 SPACES (105 UNITS)
PROVIDED PARKING (# SPACES)	310 SPACES
ACCESSIBLE PARKING (# SPACES)	7 SPACES
ACCESSIBLE PARKING PROVIDED (# SPACES)	8 SPACES
PARKING IN EXCESS OF 110% OF REQ'D. PARKING (# SPACES)	69 SPACES
<b>LANDSCAPE AREA (INCLUDING TURF AREAS)</b>	
LANDSCAPE EDGE AREA PROVIDED (SF)	10,967 SF
REQUIRED INTERIOR LANDSCAPE AREA (SF)	7,473 SF
INTERIOR LANDSCAPE AREA PROVIDED (SF)	42,191 SF
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORM WATER CONSERVATION AREAS (SF)	0 SF
TOTAL LANDSCAPE AREA (SF)	52,758 SF
<b>PERMEABLE AREA (NOT INCLUDING LANDSCAPE OR TURF AREAS)</b>	
PERMEABLE PAVEMENT (SF)	0 SF
OTHER PERMEABLE AREA WITHIN THE LOT (NOT INCLUDING LANDSCAPE OR TURF AREAS-SF)	0 SF
TOTAL PERMEABLE AREA (SF)	0 SF
<b>IMPERVIOUS AREA</b>	
BUILDING FOOTPRINT AREA (SF)	21,500 SF
AREAS OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS FLATWORK (SF)	52,615 SF
OTHER IMPERVIOUS AREA (SF)	0 SF
TOTAL IMPERVIOUS AREA	74,115 SF
SUM OF TOTAL LANDSCAPE AREA+TOTAL IMPERVIOUS AREA (SF)	126,873 SF
TOTAL IMPERVIOUS AREA (SF)	74,115 SF
LESS BMP IMPERVIOUS AREA CREDIT	0 SF
BILLABLE IMPERVIOUS AREA (SF)	74,115 SF

**CONCEPT PLAN SITE DATA SUMMARY TABLE**

ITEM	LOT 2
<b>GENERAL SITE DATA</b>	
ZONING	RC - DALLAS N. TOLLWAY OVERLAY
LAND USE	MID-RISE RESIDENTIAL
LOT AREA (SF)	226,072 SF
LOT AREA (AC)	5.19 AC
BUILDING FOOTPRINT AREA (SF)	37,880 SF
TOTAL BUILDING AREA (SF)	359,860 GSF
BUILDING HEIGHT (# STORIES)	12 & 7 STORIES
LOT COVERAGE (PERCENT - XXX%)	16.8%
FLOOR AREA RATIO (RATIO - XXX:1)	0.17:1

**TREE NOTE:**  
 IT IS ANTICIPATED THAT NO TREES ON SITE WILL NEED TO BE RELOCATED WITH THE DEVELOPMENT AND 3 TREES IN PARKWOOD BLVD. MEDIAN WILL BE RELOCATED. THIS WILL BE COORDINATED WITH CITY OF PLANO.

- SITE PLAN GENERAL NOTES**
- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
  - FIRE LANES SHALL BE DESIGNATED AND CONSTRUCTED PER CITY STANDARDS.
  - HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
  - FOUR-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-FWAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
  - MECHANICAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
  - OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-486 OF THE CODE OF ORDINANCES.
  - PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
  - ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
  - USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-1300 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.

Kimley»Horn

12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS  
 PHONE: 972-770-1300 FAX: 972-299-9820  
 TEXAS REGISTERED ENGINEERING FIRM #1928

ONE HAGGARD PLACE

SWC SPRING CREEK & PARKWOOD  
 PLANO, TEXAS

CONCEPT PLAN, PRELIMINARY SITE PLAN & GENERAL TREE SURVEY

PROJECT No: 094476900  
 DATE: AUGUST 2014  
 SCALE: AS SHOWN  
 DESIGNED BY: SES  
 DRAWN BY: JSM  
 CHECKED BY: JRH

REVISIONS  
 No. \_\_\_\_\_  
 DATE \_\_\_\_\_

SHEET NUMBER

**PRELIMINARY SITE PLAN & GENERAL TREE SURVEY**  
**LOT 1, BLOCK A - 2.91 ACRES**  
**CONCEPT PLAN**  
**LOT 2, BLOCK A - 5.19 ACRES**  
**OF**  
**HAGGARD FARM ADDITION**  
 OUT OF THE  
 MARIA C. VELA SURVEY, ABSTRACT NO. 935  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 DATE : AUGUST 28, 2014

<b>Owner:</b> ACRES OF SUNSHINE, LTD. 800 Central Parkway East, Suite 100 Dallas, TX 75074 Tel. No. 972-442-4515 Contact: Owen Haggard	<b>Developer:</b> VISIONS 7007 Sparky Branch Court Dallas, TX 75248 Tel. No. 214-727-7011 Contact: John Richardson	<b>Engineer/Surveyor:</b> KIMLEY-HORN AND ASSOCIATES, INC. 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 Tel. No. 972-770-1300 Contact: Sarah E. Scott, P.E.
---	---	---