

CITY COUNCIL

1520 AVENUE K



DATE: 10/24/2011
CALL TO ORDER: 7:00 p.m.
INVOCATION: Sr. Pastor Gene Wilkes
Legacy Church
PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 8478
Andrews Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION: November 12th is Arbor Day in Plano and will be celebrated with the Arbor Day Run and tree planting</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Arts of Collin County Commission Board of Directors</u></p> <p>Bill Shaddock</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Animal Shelter Advisory Committee</u></p> <p>Amanda Earl</p> <p><u>Arts of Collin County Commission Board of Directors</u></p> <p>Sandra Yancey</p> <p><u>Board of Adjustment</u></p> <p>Joe Wolens Milkes</p> <p><u>Building Standards Commission</u></p> <p>Kevan Benkowitz</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Community Relations Commission</u></p> <p>Shirley Aguilar and Mary Jane Ketcham</p> <p><u>Cultural Affairs Commission</u></p> <p>James Banks and Andrea Stroh</p> <p><u>Heritage Commission</u></p> <p>Brian Mosby</p> <p><u>Library Advisory Board</u></p> <p>Erma Spencer</p> <p><u>Parks and Recreation Planning Board</u></p> <p>Paul Jasina</p> <p><u>Planning and Zoning Commission</u></p> <p>Jim Norton</p> <p><u>Plano Housing Authority</u></p> <p>Kathy Hines</p> <p><u>Retirement Security Plan Committee</u></p> <p>John Kortenhaus</p> <p><u>Senior Citizens Advisory Board</u></p> <p>Robert Albrecht, Kandi Sigona and Ronald Sunshine</p> <p><u>Tax Increment Financing Reinvestment Zone No. 1 Board</u></p> <p>Michael Booth, Howard Garfield and Holly Parmelee</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	
	<p><u>Approval of Minutes</u></p>	
(a)	<p>October 10, 2011 October 18, 2011</p>	
	<p><u>Approval of Expenditures</u></p>	
	<p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2011-300-B for Intersection Improvements – Parker Road, Spring Creek Parkway and Jupiter Road to Jim Bowman Construction Company, LP in the amount of \$604,635 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2011-290-B for Municipal Center Generator Replacement - Project No. 6042 to CEC Electrical, Inc. in the amount of \$240,748 plus the alternate # 1 bid amount of \$18,092 with the total bid award amount for \$258,840 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Purchase from an Existing Contract</p>	
(d)	<p>To approve the purchase of GIS Maintenance in the amount of \$56,880 from ESRI through an existing contract with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1637)</p>	
(e)	<p>To approve the purchase of a Replacement Generator Enclosure for the Municipal Center in the amount of \$77,306 from Core Construction through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4955)</p>	
(f)	<p>To approve a contract for the purchase of an annual maintenance agreement for onsite support for Mesh Hardware, in the amount of \$500,000 from Scientel Wireless, LLC., through an existing contract with the Houston-Galveston Area Council and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09)</p>	
	<p>Approval of Contract Modification</p>	
(g)	<p>To approve and authorize Contract Modification No.1 for the purchase of additional Risk management services in the amount of \$124,800 from Southern Specialized Risk Options, LLC. This modification will provide for the research, analysis, coordination, development and assistance with implementation of high priority risk management functions.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>Approval of Change Order</p> <p>To EMJ Corporation increasing the contract by \$56,000 for Carpenter Park Recreation Center Expansion and Renovation, Change Order No. 1, CSP No. 2010-202-B.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(i)	<p>To approve membership in the Cooperative Personnel Services Joint Powers Authority, and providing an effective date.</p>	
(j)	<p>To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>	
(k)	<p>To adopt rules for juvenile case managers employed by the City of Plano; and providing for an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p>	
(l)	<p>To amend Section 11-313, Article VIII Special Events, Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to amend language regarding filing period; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(m)	<p>To vacate Ordinance No. 2011-9-37, thereby rescinding the zoning designation of Planned Development-Corridor Commercial granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-222-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Zoning Case 2011-23)</p>	
(n)	<p>To approve the carrying-forward of certain fiscal year 2010-11 funds to fiscal year 2011-12; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-27 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Lincoln Property Company</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-30, amending Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: November 12 th is Arbor Day in Plano and will be celebrated with the Arbor Day Run and tree planting.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 10, 2011**

COUNCIL MEMBERS

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

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:07 p.m., Monday, October 10, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Smith and Council Member Duggan. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:19 p.m.

**Consideration and action resulting from Executive Session discussion: Personnel –
Appointments**

Building Standards Commission

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner the Council voted 6-0 to appoint Mukesh Patel as an alternate member.

North Texas Municipal Water District Board Update

Mike Rickman, Deputy Director of the North Texas Municipal Water District (NTMWD), spoke to the persistent nature of the current drought and prospects for dry weather. He advised regarding low lake levels; spoke regarding the issue of zebra mussels in Lake Texoma which prevent pumping; and a district request for seasonal pumping.

Mr. Rickman spoke to short-term water supply strategies including pursuing “seasonal” pumping at Lake Texoma during cool weather months and advised that strategies approved by the NTMWD Board to address the shortages include: implementing the Drought Contingency Plan; purchasing raw water; expediting construction of the Lake Texoma pipeline; and accelerating the pipeline from the main stem of the Trinity. He advised that these would result in a potential 30% rate impact in fiscal year 2012/13 if projects are fully implemented.

NTMWD Director Jim Parks responded to Council Member Dunlap, advising that construction of a pipeline to Lake Lavon will not mitigate the need for dredging as sedimentation is located in the channels. He further responded to Mayor Dyer, advising that efforts are underway to monitor use by municipalities and spoke to enforcement methods. Mr. Parks requested the City adopt Stage 3; advised that customer cities are including staging restrictions as their contracts come up for renewal; and requested Plano support “seasonal” pumping from Lake Texoma. Council Member Harris and City Manager Glasscock spoke to the take-or-pay contract requiring Plano to pay for water saved through conservation efforts. Mr. Parks responded to Mayor Pro Tem Miner regarding education efforts and advised that capital funds are available for small projects. Council Member Dunlap spoke to Plano’s capacity potentially being consumed by other municipalities and Mr. Parks spoke to the potential for increased water usage by Plano in the future. He spoke to the board reviewing projects with the potential to move some further into the future to balance debt and reduce the impact on cities. Mr. Parks responded to the Council regarding restrictions on transmitting zebra mussels and reviewed the process of “seasonal” pumping.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Mayor Dyer advised that he would be stepping down on Regular Agenda Item No. “3,” Public Hearing and consideration of an ordinance as requested in Zoning Case 2011-28 to amend Section 1.600 of Article 1 of the Comprehensive Zoning Ordinance, pertaining to private recreation facility and recreation center uses due to a possible conflict of interest.

Remaining items were discussed during the Regular Session. Mayor Dyer adjourned the Preliminary Meeting in the Regular Session at 7:06 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
October 10, 2011

COUNCIL MEMBERS

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Ben Harris
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Patrick Gallagher
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STAFF

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Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session directly from the Preliminary Open Meeting on Monday, October 10, 2011, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Smith and Council Member Duggan.

Reverend Kevin McClain of St. Andrew United Methodist Church led the invocation and Jr. Girl Scout Troop 8638 of Aldridge and Weatherford Elementary Schools led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Dyer presented proclamations recognizing Pancreatic Cancer Month and National Arts and Humanities Month.

OATHS OF OFFICE

Mayor Dyer administered oaths of office to incoming members of boards and commissions.

The Council resumed discussion of items from the Preliminary Open Meeting in the following order.

Discussion and Direction Regarding Live Nation Festival and Concert Series

Director of Parks and Recreation Fortenberry spoke to a potential partnership with Live Nation to stage a festival and advised regarding the potential economic impact. She advised that the City's participation would be capped at \$125,000 consisting of in-kind services (road closures, emergency services, etc.). Ms. Fortenberry spoke to an additional concert series of 12-15 events per year and advised that funding would be through a supplemental appropriation. Live Nation Senior Vice President Danny Eaton spoke to their desire to produce events in preferred venues, potential musical styles, staging, promotion and economic impact. The Council stated a consensus to move forward.

Discussion and Direction Regarding Plano's Stage 3 Water Restrictions

Director of Policy and Government Relations Israelson spoke to restrictions in place under Stage 2 and enforcement. He spoke to implementation of Stage 3 following the recommendation of the North Texas Municipal Water District to permit watering once every other week. The Council spoke to the level of compliance by citizens and concurred with the recommendation.

The Council resumed the Regular Session.

COMMENTS OF PUBLIC INTEREST

Resident Warren Casteel requested Council consider passage of a *Safe Passing Ordinance* establishing a distance for motor vehicles passing bicycles, runners or other "vulnerable road users." City Manager Glasscock stated that a recommendation would be brought forward for Council consideration.

CONSENT AGENDA

Mayor Dyer advised that he would be stepping down on Regular Agenda Item No. "3" due to a possible conflict of interest.

Upon a motion made by Council Member Dunlap and seconded by Council Member Harris, the Council voted 6-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item "A")
September 26, 2011

Approval of Expenditures

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

Bid No. 2011-272-B for the Bob Woodruff Park, North Pavilion Renovation, Project No. 6081, to T & G Constructors in the amount of \$388,500 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Purchase from an Existing Contract

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$150,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$450,000 from Baker and Taylor through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

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

To approve a Landscape Architecture Services Agreement by and between the City of Plano and Mesa Design Associates, Inc., in the amount of \$94,920 for master planning services associated with the White Rock Creek Community Park Site and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Approval of Change Order

To Jerusalem Corporation, increasing the contract by \$83,438 for the 2009-2010 Residential Concrete Pavement Rehabilitation Project, Zone J5 North, Project No. 6091, Change Order No. 1, Bid No. 2010-241-B, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2011-10-1(R): To approve the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2011-10-2(R): To approve the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2011-10-3(R): 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 Aimbridge Hospitality, L.P., a Texas Limited Partnership and authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2011-10-4(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Sears Holdings Management Corporation and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2011-10-5(R): To affirm the appointment of a Shared Member and reaffirm the appointment of a Member to serve on the Dallas Area Rapid Transit (DART) Board of Directors; and providing an effective date. (Consent Agenda Item “M”)

Adoption of Ordinances

Ordinance No. 2011-10-6: To abandon all right, title and interest of the City, in and to that certain drainage easement recorded in Volume 5949, Page 46, of the Land Records of Collin County, and to that certain drainage easement recorded in Instrument No. 20081113001330600, Official Public Records of Collin County, Texas, and to that certain temporary drainage easement recorded in Collin County Clerk’s File No. 2005-0085575 of the Land Records of Collin County, Texas being situated in the M. C. Vela Survey, Abstract No. 935, located north of Windhaven Parkway and west of Spring Creek Parkway, which are located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, Toll Dallas TX LLC., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “N”)

Ordinance No. 2011-10-7: To amend Section 8-3 of Article I of Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano, Texas, to delete provisions involving the City’s policy to respond to emergency ambulance calls and the boundaries for transporting patients for medical care, and providing a repealer clause, a savings clause, a severability clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2011-10-8: To provide for the issuance of City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2011 in an amount not to exceed \$53,000,000; levying a tax in payment thereof; approving the Official Statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto; and providing an effective date. (Consent Agenda Item “P”)

END OF CONSENT

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-24 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 614 so as to allow the additional use of Day Care Center (In home) on 0.1± acre of land located on the east side of Grenoble Court, 110± feet north of Renaissance Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-74-Single-Family Residence-7, Two-Family Residence (Duplex), and Planned Residential Development-7; 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: Jetzamany Velazquez (Regular Agenda Item “1”)

Planning Manager Firgens advised that the Zoning Ordinance allows care for eight children by right and twelve with approval of a specific use permit (SUP). She spoke to evaluation on a case-by-case basis, this location in operation since 2008 requiring an SUP due to an increase in the number of children, and stated that the Planning and Zoning Commission recommended approval of the request as submitted. Ms. Firgens responded to the Council regarding the number of employees, spoke to support expressed by a neighbor of the property, and advised that operators are asked regarding those in their care during inspections to obtain a Certificate of Occupancy.

Mayor Dyer opened the Public Hearing. Applicant Jetzamany Velazquez advised that the inspections are part of a state licensing process and spoke to the area of her home utilized. Ms. Firgens responded to the Council, advising that the City’s parameters for the number of children mirror those permitted by state licensing, spoke regarding consideration of locations on a case-by-case basis, and advised that the SUP remains with the property. Mayor Dyer and Council Member Gallagher stated concern regarding caring for 12 children at one location within a residential area. City Attorney Wetherbee spoke to the Council’s latitude in making a determination based on the impact to the neighborhood. Ms. Velazquez spoke to her current operation and the potential to move to a commercial location in the future. No one else spoke for or against the request. The Public Hearing was closed.

Mayor Pro Tem Miner stated concern regarding street access, the number of children to be cared for, permanency of the SUP and encouraged the applicant to utilize commercial space. Council Member Harris stated concern regarding the impact to the neighborhood. Council Member Dunlap spoke to this location being suitable for permitting.

A motion was made by Mayor Pro Tem Miner and seconded by Council Member Gallagher and the Council voted 5-1 to deny the request to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, granting Specific Use Permit No. 614 so as to allow the additional use of Day Care Center (In home) on the east side of Grenoble Court, 110± feet north of Renaissance Drive as requested in Zoning Case 2011-24. Council Member Dunlap voted in opposition. The motion carried.

Public Hearing and adoption of Ordinance No. 2011-10-9 as requested in Zoning Case 2011-26 to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to allow for reader board/electronic message center signs; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “2”)

Planning Manager Firgens advised that the Planning and Zoning Commission recommended approval of the request to read as follows:

3. General Provisions

d. Sign Materials

Sign finish materials shall be one of the following:

- i. Metal, painted or enameled.
- ii. Cold cathode tube (neon).
- iii. Carved relief in stone or cast stone.
- iv. Wood or carved wood which is painted or sealed.
- v. The use of plastic on the exterior of a sign is prohibited, except on a marquee and institution signs.

e. Lighting of Signs

- i. All electrical shall comply with the currently adopted version of the National Electrical Code.
- ii. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
- iii. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)
- iv. No signs, except a marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

5. Signs Allowed/Prohibited

b. Prohibited Signs

The following signs are prohibited in the Downtown Sign District:

- i. Any sign not specifically permitted by this section is prohibited.
- ii. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in 3.1605.
- iii. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

6. Table of Permitted Signs

Signs Permitted in Each Sub-Area of the Downtown Sign District		
Sign Type	Area A	Area B
A-frame/Sandwich Board Sign	X	X
Armature Sign		X
Awning Sign	X	X
Banner Sign	X	X

Directory Sign	X	X
Hanging Sign	X	X
<u>Institution Sign</u>		<u>X</u>
Marquee Sign	X	X
Pole Sign		X
Municipally-owned Sign	X	X
Mural Sign	X	X
Onsite Directional Sign	X	X
Projecting Sign	X	
Wall Sign - Attached	X	X
Window Sign	X	
(X = Permitted)		

7. Sign Standards

r. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 8.222 (5)(a)(i).

Mayor Dyer opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Davidson the Council voted 6-0 to amend Subsection 3.1605 of Section 3.1600 of Article 3 and related sections of the Comprehensive Zoning Ordinance of the City, to allow for reader board/electronic message center signs; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-26; and further to adopt Ordinance No. 2011-10-9.

Due to a possible conflict of interest, Mayor Dyer stepped down from the bench on the following item and did not return to the meeting.

Public Hearing and adoption of Ordinance No. 2011-10-10 as requested in Zoning Case 2011-28 to amend Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to private recreation facility and recreation center uses; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “3”)

Planning Manager Firgens advised regarding applicable zoning districts; spoke to owner compliance with development and performance standards; and advised that the Planning and Zoning Commission recommended approval of the request as follows: (Additions are in underlined text; deletions are shown as strikethrough text)

Ordinance No. 2011-10-10 (cont'd)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations), such definitions to read as follows:

Private Recreation Facility or Area - A ~~recreation~~ facility or area which is owned and/or operated by a nonprofit organization, that provides for sports, leisure, and recreation activities operated for the exclusive use of private residents or neighborhood groups, its members and their guests and not the general public.

Recreation Center - A place designed and equipped for the conduct of sports, leisure time activities, and other customary and usual recreational activities, owned and/or operated by a governmental agency.

Mayor Pro Tem Miner opened the Public Hearing. Gordon McAleb of Custer Road United Methodist Church spoke in support of the amendment. No one else appeared to speak for or against the request. The Public Hearing was closed.

Ms. Firgens responded to Council Member Dunlap, advising that all requirements for screening/lighting and setback would remain in place. City Attorney Wetherbee spoke to recreation users exhibiting self-governance in removing trash from the site and to future consideration of regulations for portable restrooms. Ms. Firgens advised that any improvements made to the property, such as parking, would trigger site plan review.

Upon a motion made by Council Member Dunlap and seconded by Council Member Gallagher, the Council voted 5-0 to amend Section 1.600 of Article 1 of the Comprehensive Zoning Ordinance of the City, pertaining to private recreation facility and recreation center uses; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-28; and further to adopt Ordinance No. 2011-10-10.

Nothing further was discussed and Mayor Pro Tem Miner adjourned the meeting at 8:42 p.m.

Phil Dyer, MAYOR

Pat Miner, MAYOR PRO TEM

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
October 18, 2011**

COUNCIL MEMBERS

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

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Mark Israelson, Director of Policy and Government Relations
Diane Zucco, City Secretary
Alice Snyder, Assistant City Secretary

Mayor Dyer convened the Council into the Special Called Worksession on Tuesday, October 18, 2011, at 5:36 p.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75075. All Council Members were present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Goals and Core Businesses, including Council Governance Roles and Responsibilities

Ron Holifield of Strategic Government Resources, facilitated the worksession, reviewed the agenda for the evening and spoke to the Strategic Visioning Process which includes: determining the mission; shared vision; goals/objectives; action plan and evaluation. He spoke to challenges to the creation of a unified strategic vision including: competing goals, conflicting goals, political dynamics, staff performance/expectations, individual identity needs and desires, personal turf/ego issues, lack of meaningful communication, and fundamentally different views of the world. Mr. Holifield spoke to accomplishments of a strategic vision including defining the appropriate service areas (current and future), determining a ten-year vision, translating the vision into tangible needs, understanding and building community support, and developing a plan to make the vision a reality. He responded to the Council regarding building a community-wide vision and identity, making decisions to move the organization closer to that vision and reinforcing it.

Mr. Holifield spoke to the collective role and responsibility of the governing body to: determine the organization's mission and purpose; select the chief executive; provide proper financial oversight; ensure adequate resources; ensure legal and ethical integrity and maintain accountability; ensure effective organizational planning; recruit and orient new board members and assess board performance; enhance the organization's public standing; determine, monitor and strengthen the organization's programs and services and support the chief executive and assess his/her performance. He further spoke to the duties of individual board members to: gain an understanding of the organization's mission, goals, and objectives; understand the environment within which the organization operates; prepare for meetings; maintain confidentiality with proprietary items; avoid situations whereby special considerations are afforded a board member; and obtain an understanding of the organization's financial statements.

The Council spoke to the things that drew them to Plano including: schools, City services, reputation of excellence, recognition by the Corporate 1000, safe city, the "look," quality of life, location, family-oriented, housing, access to jobs, "the place to live," progressiveness, professional staff, and cost of living. They spoke to what they'd like to see in Plano's future including: an employment center, attractions, parks/trails/green space, overcoming the pitfalls of maturity, and reestablishing its identity. Mr. Holifield spoke to the primary drivers of Council Members being issues related to taxes, schools and N.I.M.B.Y. ("Not In My Back Yard") and reviewed the trends and themes expressed during pre-retreat interviews

The Council recessed the worksession at 7:08 p.m. and reconvened at 7:14 p.m.

The Council discussed the future identity of Plano (ten-years) and how it should be different from the current and concurred to focus on: cosmopolitan, diverse and urban environment; work-live-play center; high-quality services; creating vibrant neighborhoods; job center; and high educational quality. Mr. Holifield reviewed discussion points for future sessions and City Manager Glasscock advised that Staff will work towards an additional session.

There being no further discussion, Mayor Dyer adjourned the meeting at 9:02 p.m.

Phil Dyer, MAYOR

ATTEST:

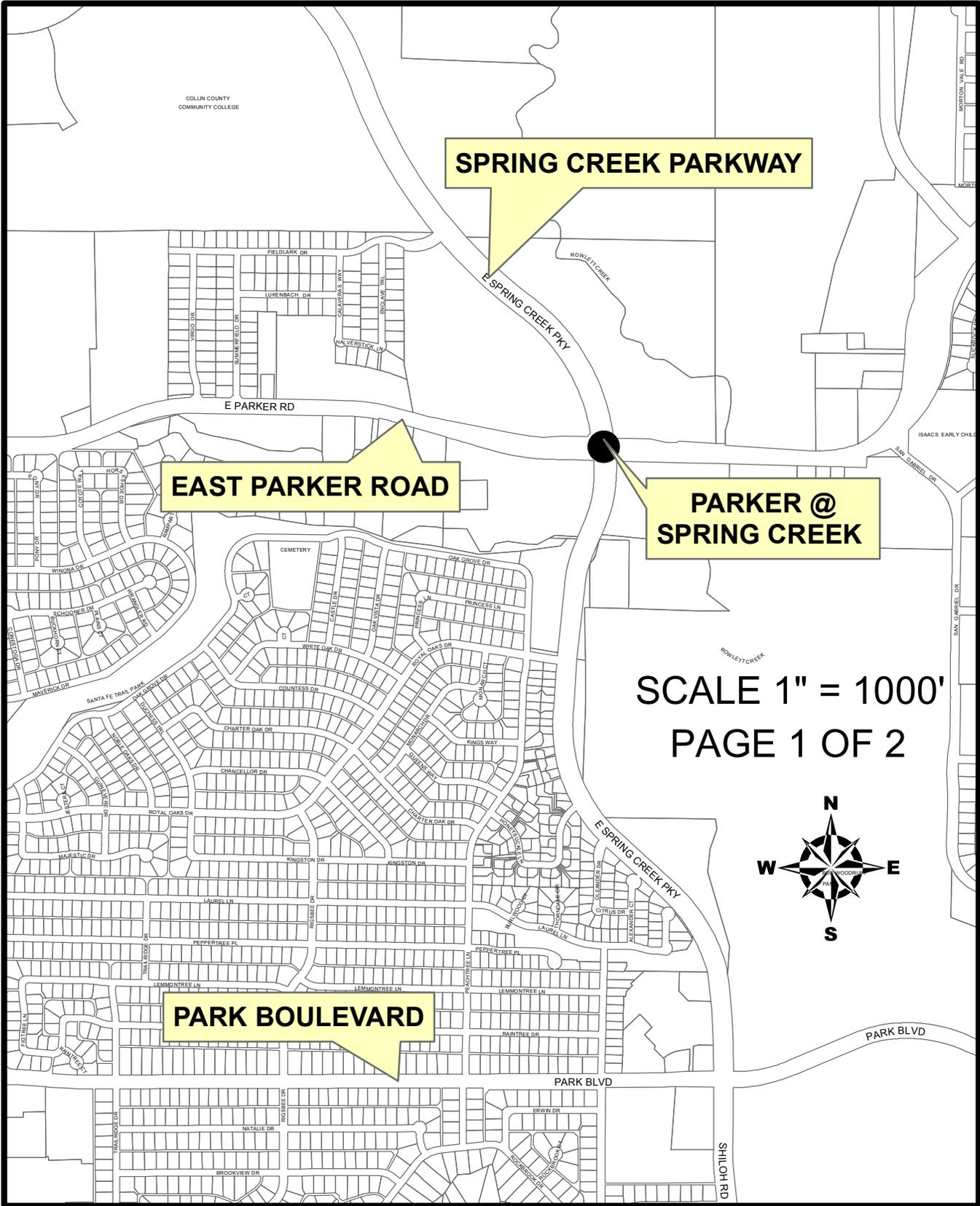
Diane Zucco, City Secretary



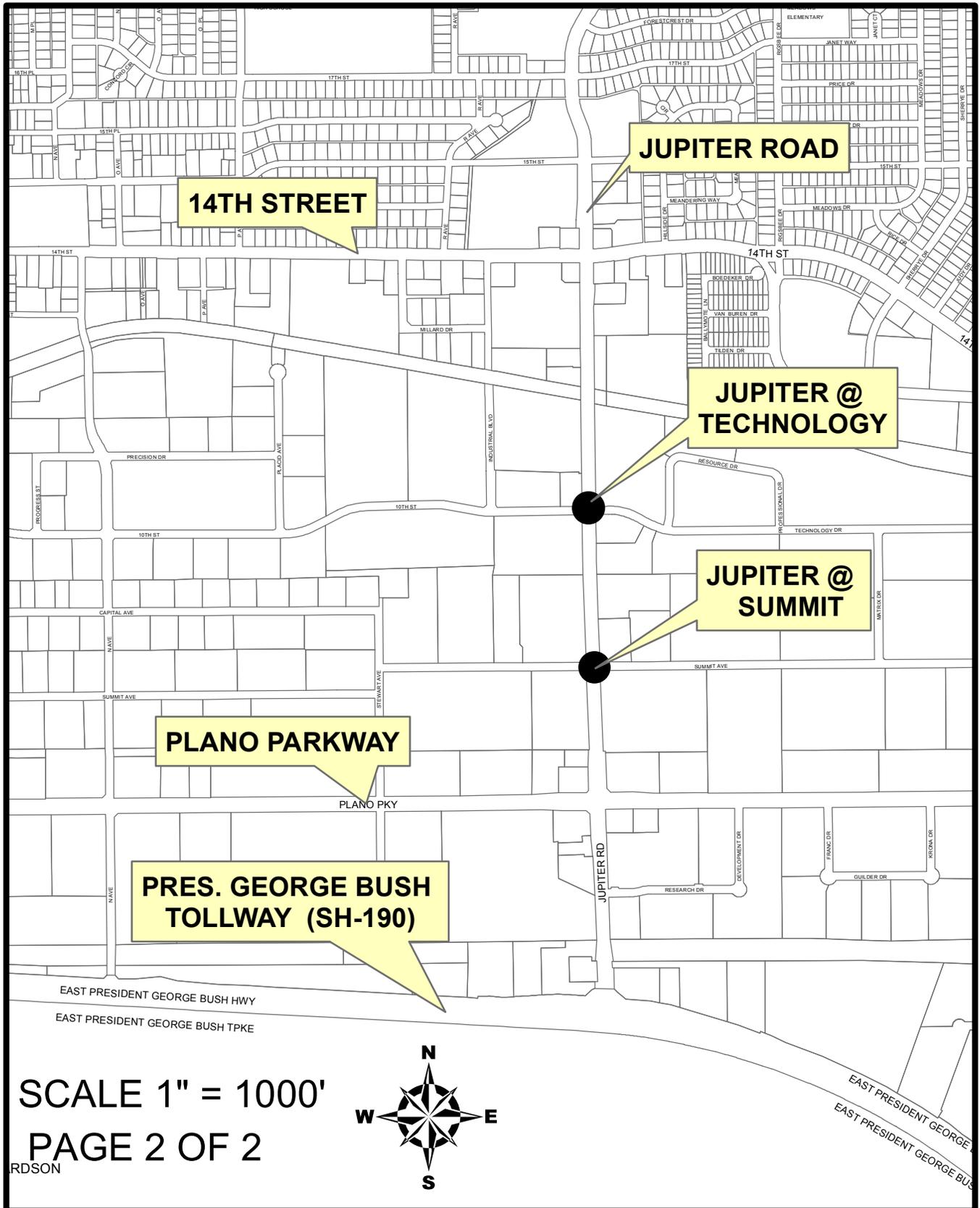
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5845
CAPTION				
Bid No. 2011-300-B for Intersection Improvements – Parker Road, Spring Creek Parkway and Jupiter Road to Jim Bowman Construction Company, LP in the amount of \$604,635 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	19,035	770,965	0	790,000
Encumbered/Expended Amount	-19,035	-21,988	0	-41,023
This Item	0	-604,635	0	-604,635
BALANCE	0	144,342	0	144,342
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2011-12 Street Improvement CIP. This item, in the amount of \$604,635, will leave a 2011-12 balance of \$144,342 for the Intersection Improvements – Parker, Spring Creek, Jupiter project.				
STRATEGIC PLAN GOAL: Construction of intersection improvements relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the Alternate No. 1 for the green cement bid of Jim Bowman Construction Company, LP, in the amount of \$604,635.18, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Tiseo Paving Company, in the amount of \$659,039.35.				
Engineer's estimate was \$658,300.				
The project consists of construction of intersection improvements at the Jupiter Road at Summit Avenue intersection, the Jupiter Road at Technology Drive/10 th Street intersection, and the Spring Creek Parkway at East Parker Road intersection.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Recap			N/A	

INTERSECTION IMPROVEMENTS PARKER ROAD, SPRING CREEK PARKWAY & JUPITER ROAD - PROJECT NO. 5845



INTERSECTION IMPROVEMENTS - PARKER ROAD, SPRING CREEK PARKWAY & JUPITER ROAD - PROJECT NO. 5845



CITY OF PLANO

**BID NO. 2011-300-B
INTERSECTION IMPROVEMENTS - PARKER RD, SPRING CREEK
PARKWAY, JUPITER ROAD-PROJECT NO. 5845
BID RECAP**

Bid opening Date/Time: October 4, 2011 @ 3:00 PM

Number of Vendors Notified: 1569

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 5

	Total Base Bid	Alt #1 Total Bid
JIM BOWMAN CONSTRUCTION CO., LP	\$604,635.18	\$604,635.18
TISEO PAVING COMPANY	\$657,018.35	\$659,039.35
MCMAHON CONTRACTING, L.P.	\$673,361.29	\$673,361.29
OMEGA CONTRACTING, INC.	\$889,754.95	\$889,754.95
REBCON, INC.	\$898,806.88	\$898,806.88

Bids Evaluated Non-Responsive to Specifications: 0

Recommended Vendor(s):

Jim Bowman Construction Co., LP \$604,635

Michael Parrish

October 4, 2011

Michael Parrish, Buyer II

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	October 24, 2011
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Michael Parrish x7554	

CAPTION

Bid No. 2011-290-B for Municipal Center Generator Replacement - Project No. 6042 to CEC Electrical, Inc. in the amount of \$240,748, plus the alternate # 1 bid amount of \$18,092 with the total bid award amount for \$258,840 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	241,201	6,665,760	0	6,906,961
Encumbered/Expended Amount	-241,201	-2,492,591	0	-2,733,792
This Item	0	-258,840	0	-258,840
BALANCE	0	3,914,329	0	3,914,329

FUND(s): CAPITAL RESERVE CIP & EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the 2011-12 Capital Reserve CIP (\$158,840) and the Equipment Replacement Fund (\$100,000). This item, in the amount of \$258,840, will leave a current year balance of \$3,914,329 in the Municipal Center Building project and the Equipment Replacement Fund.

STRATEGIC PLAN GOAL: Replacement of the existing generator at Municipal Center relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the purchase of Municipal Center Generator Replacement - Project No. 6042 from CEC Electrical, Inc. in the amount of \$240,748, plus the alternate # 1 bid amount of \$18,092 with the total bid award amount for \$258,840. Alternate #1 is to provide additional electric meters for monitoring by the City's energy management system. The existing emergency generator is over 20 years old and has deteriorated such that replacement is required.

List of Supporting Documents: Memorandum, Bid Recap	Other Departments, Boards, Commissions or Agencies
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TO: Michael Parrish, Buyer II
FROM: Richard Medlen
Facilities Maintenance Superintendent *RM*
DATE: October 7, 2011
SUBJECT: Generator Replacement at Municipal Center

I have reviewed the bids submitted for the generator replacement at the Municipal Center. I am recommending award to CEC Electrical who provided the lowest responsive, responsible bid, which also meets bid specifications for the base bid amount of \$ 240,748, plus the alternate #1 bid amount of \$18,092 with the total bid award amount for \$258,840.

The existing emergency generator is over 20 years old and has deteriorated such that replacement is required. The funding for the project is provided with \$100,000 coming from the Equipment Replacement Fund and \$158,840 coming from Capital Reserve Fund account for the Municipal Center.

Please let me know if you have any questions.

Thanks

/rmt

Xc: Dianna Wike
Reid Choate
Jim Razinha
Melody Morgan
Ron German, P.E.

Phil Dyer Mayor
Pat Miner Mayor Pro Tem
Lissa Smith Deputy Mayor Pro Tem
Ben Harris Place 2
André Davidson Place 3
Jim Duggan Place 5
Patrick Gallagher Place 7
Lee Dunlap Place 8
Bruce D. Glasscock City Manager

CITY OF PLANO

**BID NO. 2011-290-B
MUNICIPAL CENTER GENERATOR REPLACEMENT – PROJECT NO.
6042
BID RECAP**

Bid opening Date/Time: September 28, 2011 @ 3:00 PM

Number of Vendors Notified: 1305

Vendors Submitting “No Bids”: 1

Number of Bids Submitted: 4

	BASE BID	ALT # 1	TOTAL
CEC Electrical, Inc.	\$240,748	\$18,092	\$258,840
Kellogg, Brown and Root (KBR)	\$294,238	\$5,590	\$299,828
Groves Electrical	\$287,158	\$19,837	\$306,995
Kennedy Electric, Inc.	\$297,500	\$16,500	\$314,000

Bids Evaluated Non-Responsive to Specifications: 0

Recommended Vendor(s):

CEC Electrical, Inc. \$258,840

Michael Parrish

October 11, 2011

Michael Parrish, Buyer II

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	10/24/2011
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Nicole Griffin x 7204	

CAPTION

To approve the purchase of GIS Maintenance in the amount of \$56,880 from ESRI through an existing contract with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1637)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	94,700	0	94,700
Encumbered/Expended Amount		0	-4,588	0	-4,588
This Item		0	-56,880	0	-56,880
BALANCE		0	33,232	0	33,232

FUND(S): GENERAL FUND

COMMENTS: Funds are included in the 2011-12 Planning Department Budget. This item, in the amount of \$56,880 will leave a current year balance of \$33,232 for other GIS maintenance expenses.
STRATEGIC PLAN GOAL: GIS maintenance relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This item is an agreement with ESRI through the Department of Information Resources, State of Texas (DIR) in an amount of \$56,880 for annual maintenance, support and right-to-use licensing for the City's GIS software. The annual maintenance agreement covers all GIS software in use within the City with the exception of Public Works, which is covered within their department budget. 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 the local governments to seek competitive bids for the items. Contract # DIR SDD-1637

List of Supporting Documents: Staff Memo	Other Departments, Boards, Commissions or Agencies
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10/01/2011

MEMO

TO: Phyllis Jarrell, Director of Planning
FROM: Ron Reynolds, GIS Manager
SUBJECT: GIS software maintenance

I am submitting for approval of renewal of our annual GIS software maintenance and upgrades of ESRI's GIS software. The maintenance item cover all support and licensing of ESRI software used in the City. The maintenance contract is required for us to continue to receive support from the vendor for upgrades, technical assistance or software patches. Without the maintenance we will be unable to efficiently or reliably support GIS systems or other city systems with a GIS component. Nor would the division be able to upgrade the GIS software in the future without first repurchasing the software. Other city systems that rely on GIS would be prevented from upgrading as well without upgrades to the core GIS products.

This product is not available in any other Cooperative.

RR

A handwritten signature in black ink, appearing to read 'Ron Reynolds', with a long horizontal flourish extending to the right.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 24, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
To approve the purchase of the Replacement of the Generator Enclosure at the Municipal Center in the amount of \$77,306 from Core Construction through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4955)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		228,006	889,994	125,000
Encumbered/Expended Amount		-228,006	-89,537	0
This Item		0	-77,306	0
BALANCE		0	723,151	125,000
FUND(s): CAPITAL RESERVE CIP				
COMMENTS: Funds are included in the 2011-12 Capital Reserve Fund. This item, in the amount of \$77,306, will leave a 2011-12 balance of \$723,151 for the Municipal Center - Bldg. 71 project.				
STRATEGIC PLAN GOAL: The Municipal Center - Bldg. 71 project relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends approval of the purchase of the Replacement of the Generator Enclosure at the Municipal Center from Core Construction in the amount of \$77,306 conditioned upon timely execution of any necessary contract documents. The current generator enclosure must be replaced with an enlarged enclosure to accommodate the generator that is scheduled for replacement with a larger sound enclosure to meet code requirements for sound levels at the property line. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract Number R4955)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



TO: Dianne Wike, Buyer Supervisor
FROM: Richard Medlen
Facilities Maintenance Superintendent *RM*
DATE: September 14, 2011
SUBJECT: Replacement of Generator Enclosure at Municipal Center

Please review the attached quotes from vendors utilizing their Cooperative Purchasing contracts to replace the generator enclosure on the north side of Municipal Center. I am recommending award to the lowest quote, which also meets specifications from Core Construction for \$77,306. I also received quotes from Centennial Contractors Enterprises, Inc for \$92,478.51 and from KBR for \$93,919.

The current generator enclosure must be replaced with an enlarged enclosure to accommodate the generator that is scheduled for replacement with a larger sound enclosure to meet code requirements for sound levels at the property line.

The funding for the project is in Capital Reserve account 54424.

Please let me know if you have any questions.

Thanks

/rmt

Xc: Jim Razinha



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of an annual maintenance agreement for onsite support for Mesh Hardware, in the amount of \$500,000, from Scientel Wireless, LLC., through an existing contract with the Houston-Galveston Area Council and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	800,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-500,000	0
BALANCE		0	300,000	0
FUND(S): TECHNOLOGY SERVICES FUND (066)				
COMMENTS: Funds are included in the 2011-12 Wireless Support budget for maintenance contracts that support the hardware required to operate the City's mesh devices. This item, in the amount of \$500,000, covers the maintenance period of November 1, 2011 through October 31, 2012. The remaining balance will be used throughout the year for other maintenance agreements.				
STRATEGIC PLAN GOAL: Hardware maintenance contracts relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve this expenditure, in the amount of \$500,000, for annual hardware maintenance with Scientel Wireless, LLC. This contract will allow for hardware maintenance and onsite support, two-hour call response and a four-hour site response to include manpower, equipment and expertise to support and maintain the mission critical mesh wireless infrastructure. 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 government to seek competitive bids for items. (HGAC Contract No. CW10-09)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Staff Memo and Contract				

Interoffice Memo

Date: 10/7/2011

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Scientel Wireless, LLC Maintenance – November 1, 2011 – October 31, 2012

We are recommending that the attached maintenance contract for our annual mesh hardware maintenance be approved. This contract with Scientel will cover the maintenance for the hardware required to operate the mesh devices from November 1, 2011 through October 31, 2012. Once this contract is approved we will have hardware maintenance and onsite support, 2 hour call response and a 4 hour site response including manpower, equipment, and expertise to support and maintain the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Scientel will monitor the network on 7/24 basis and will maintain the integrity and continuity for this critical infrastructure.

Scientel Wireless LLC has been the prime installer of the Motorola wireless mesh network. Attached is a name brand justification memo dated 2/16/2010 to Mike Ryan regarding using Motorola and Scientel Wireless LLC as sole suppliers of support for this wireless mesh network.

We recommend purchasing this maintenance for a total price of \$ 500,000.00 from Scientel Wireless LLC through their HGAC contract CW10-09.

Date: February 16, 2010
To: Mike Ryan, Purchasing
From: David Stephens, Director Technology Services
Subject: Name Brand Justification

As we undergo the final phase of our wireless mesh network deployment, we have existing contracts in place with Motorola for installation of this equipment. Motorola has have been using Scientel Wireless, LLC as the designated sub-contractor for the design and installation of this network. As sections of the network have been accepted we have relied upon Motorola and Scientel to provide the support for the network in production, as well as being responsible for the support of the new phases under construction.

It would be in the interest of the City of Plano to continue using Motorola and Scientel Wireless, LLC for maintenance of this network due to the complexity of the network; the ability to have a single responsible party for any issues, such as firmware upgrades; and their in-depth knowledge of our existing infrastructure. Bringing in a new vendor for maintenance for portions of this network at this time would increase the likelihood of a failure of the network with an ensuing disagreement over responsibility for restoring service to a critical infrastructure used on continuous basis by Public Safety and other city services.

This project has been segmented into three phases. The City has accepted phases 1 & 2 but Motorola, and Scientel, are still working on phase 3. As we move into maintenance mode on phases 1 & 2, the current contracts have been with Motorola as prime contractor with Scientel as the sub-contractor. It is the desire of Technology Services to be able to utilize Motorola and/or Scientel for support on the production phases of this project. Both Motorola and Scientel are on HGAC and DIR contracts for services that are within our scope of required services.

At this time Technology Services is requesting to maintain the relationship with Motorola and Scientel as sole support providers for the wireless mesh network until its completion. To accomplish this I am requesting that Motorola and Scientel Wireless, LLC be accepted as name brand justification vendors for support purposes for the duration of the wireless mesh network project.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND SCIENTEL WIRELESS, LLC
FOR WIRELESS MOTOMESH BROADBAND NETWORK**

THIS CONTRACT is made and entered into by and between **SCIENTEL WIRELESS, LLC**, a Delaware limited liability company, whose address is 948 Springer Drive, Lombard, Illinois 60148, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide technical support services, maintenance and inspection of the City's Wireless Mobile Broadband Network. These services shall be provided in accordance with this Contract and with the Houston-Galveston Area Council Contract No. CW10-09 a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Houston-Galveston Area Council Contract No. CW10-09 on file with the City of Plano Technology Services Department;
- (c) Scientel's Scope of Work (**Exhibit "A"**);
- (d) Insurance Requirements and Certificate of Insurance (**Exhibit "B"**); and
- (e) Affidavit of No Prohibited Interest (**Exhibit "C"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract Service Contract

Page 1

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 contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**III.
TERM OF CONTRACT**

The term of this Contract shall be a period of one (1) year commencing upon the effective date hereof.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and **Exhibit "A"** attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Houston-Galveston Area Council Contract No. CW 10-09, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and

revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE

CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

X. VENUE

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

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XII. INDEPENDENT CONTRACTOR

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

XIII. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in **Exhibit "B"** including the City as a named insured.

XIV. FORCE MAJEURE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

XV. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

XVI. TERMINATION FOR CAUSE

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become Service Contract

due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XVII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract 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 Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

**XX.
MAILING OF NOTICES**

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

City of Plano
Technology Services
P.O. Box 860279
Plano, Texas 75086-0279
Attn: David Stephens

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

Scientel Wireless, LLC
948 Springer Drive
Lombard, Illinois 60148
Attn: Nelson Santos

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

**XXI.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and the Houston-Galveston Area Council Contract No. CW10-09 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXII.
AUTHORITY TO SIGN**

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

**XXIII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

SCIENTEL WIRELESS, LLC

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

Proprietary Information
CITY OF PLANO

MOTOMESH MAINTENANCE & SUPPORT PLAN

Submitted to

**DAVID STEPHENS
CITY OF PLANO, TX**



June 22, 2011

Scientel Wireless, LLC
Lombard Office
948 Springer Drive
Lombard, Illinois 60148
Tel: 630-652-3800
Fax: 630-652-3805

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1. INTRODUCTION

1.1. The project involves the inspection, maintenance and support of the City of Plano's Wireless Mobile Broadband Network including, MotoMesh Intelligent Access Points (IAPs), Mobile Wireless Routers (MWRs), Enhanced Wireless Routers (EWRs), and Mobile Internet Switching Controller (MiSC), DragonWave's AirPair & Future Quantum System, Canopy and APC's UPS that are used throughout the City of Plano to provide high-speed Intranet access to city officials and patrol officers. City Hall is the network's infrastructure access point.

1.2. The objective of the maintenance & monitoring program is to assure that the wireless network continues to perform at peak functionality and that the integrity of the installed hardware remains secure and free from erosion due to local climate.

2. MAINTENANCE OBJECTIVES & SCOPE OF WORK:

2.1. This procedure provides the methodology for conducting a physical maintenance inspection (antenna infrastructure and network hardware & software) and the corrective action process.

2.2. A series of wireless installation and system maintenance checklists shall be used during all inspections. The checklist(s) shall be controlled documents for the life of the project.

2.3. On a monthly and quarterly basis, a Scientel Wireless technician will perform an on-site inspection of the installed equipment and perform a variety of upgrades and system optimizations to assure the network system is operating at peak performance. The inspection includes site conditions, equipment, and antenna systems, network device firmware, as well as the network's computer (MiSC) hardware & software. A qualified Scientel Wireless Inc. technician will perform all maintenance and inspection activities.

3. PROJECT ORGANIZATION:

3.1. The project will be managed by a Scientel Wireless Project Manager and maintained by a local Scientel Wireless technician dedicated solely to the network. The Maintenance Project Manager will be responsible for the monthly and quarterly inspection performance and subsequent formal reporting of the inspection findings. A Scientel Wireless network technician will assist with the inspection of network equipment and MiSC testing. Contact data for the maintenance & monitoring project principles can be found within this project plan.

4. PROJECT SCHEDULE:

4.1. The maintenance and inspection contract of the City of Plano, MotoMesh network will occur on an annual basis. When the inspection is scheduled to occur, the City of Plano, will be notified of the dates.

5. MAINTENANCE SERVICES STATEMENT OF WORK

5.1. Under the Terms and Conditions of this Maintenance Agreement, periodic maintenance will be conducted on the City of Plano Broadband Wireless Network. The first major inspection will occur on the third month (90 days) after the system acceptance by the City of Plano. The inspections will involve but not be limited to: 1. Perform system visual inspection, 2. Check components, 3. Run system self-test, 4. Install and test manufacturer provided software upgrades and enhancements. 5. Verify against baseline documentation.

5.2. Document test results and file report with customer identifying all modifications or repairs made to the system during the maintenance inspection and documenting any recommended repairs or upgrades for the system.

6. MAINTENANCE PROCEDURE: ANTENNA INFRASTRUCTURE

6.1. Prior to a site visit, the individual performing the inspection shall prepare a "Telecom Inspection Checklist" as applicable for each site to be visited. When in the field, the inspecting individual shall mark the checklist to confirm that a certain aspect of the project has been inspected, and note any discrepancies or needed modifications to the checklist.

6.2. Maintenance Checklist: An inspection of each site will be performed to ensure that the integrity of the original installation remains intact. During the physical inspection process, data on the following items will be collected and provided to the City of Plano in a formal report.

IAP Sites:

- MotoMesh Antenna's (IAP7300) Condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Communication cable condition
- Radio/switch installation Condition
- Connection(s) condition (cabling)

MWR Sites:

- MotoMesh Antenna's (MWR7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Cable routing condition
- Connection(s) condition (cabling)

Canopy Sites:

- Canopy Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- PoE cable condition
- Cable routing condition
- Connection(s) condition (cabling)
- GPS Cable Testing

Other Site Maintenance:

DragonWave Sites:

- DragonWave Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- LMR and Fiber cable condition
- Cable routing condition
- Connection(s) condition (cabling)

- **Cabinet Maintenance:** Scientel will provide the necessary monthly inspections, and take the necessary steps to maintain cabinets that are part of this bid proposal. Cabinet Maintenance includes periodic painting and repairing cabinets to prevent the cabinet from failing to protect the System equipment.
- **Antenna Support Structures:** Scientel will provide antenna support structure maintenance (poles, mounts, etc.) and take the necessary steps to maintain the antenna support structures that are part of this bid proposal. This includes corrosion control and defective part replacement.
- **Microwave Antenna Systems:** Scientel will provide inspections on a quarterly basis using various test equipment to measure the condition of the Microwave antenna, coax, cables and connectors. Scientel will provide any needed repair for the antenna systems, by replacing any defective antenna hardware, to assure proper operation of the antenna system.
- **Tower Maintenance:** Scientel will provide inspections and take the necessary steps to maintain the tower structures. This includes painting, corrosion control, and defective part replacement.

7. MAINTENANCE PROCEDURE: NETWORK SOFTWARE & HARDWARE

7.1. To help minimize the risk of potential problems, Scientel Wireless will check Network Software & Hardware Maintenance Checklist during the preventative maintenance period to ensure continued network stability, information security, and data integrity.

7.2. As a service to City of Plano, Scientel will perform the Network Software & Hardware Maintenance Checklist on a monthly basis to keep your systems and network running smoothly:

- Apply any critical service packs and software upgrades.
- Upgrade firmware in Firewalls/Router, UPS, DragonWave and all MotoMesh equipment and verify correct operation.
- Test speed of Mobile network connection via sample download/upload.
- Hardware conflicts.
- Software compliance & Upgrades.
- Critical OS updates.
- BIOS updates.
- Standalone Performance Checks.
- Network Connectivity Checks.
- Network Performance Checks.
- Check Event logs on MiSC.
- Verify Security.
- Fault Tolerance Verification.
- Meeting to discuss current issues and address future requirements.

8. ITEMS COVERED UNDER THE CONTRACT:

Items covered under this contract are passed on the MotoMesh System installed to date and to be installed in 2007. All sites are within the City Limits of The City of Plano, TX. The system maintenance is based on the following:

- 176 IAP7000 Intelligent Access Points
- 1269 MWR7000 Mobile Wireless Routers
- 8 hops of DragonWave Licensed Microwave
- 101 Motorola Canopy Advantage Access Points
- 176 Motorola Canopy Subscriber Modules
- 16 Canopy Cluster Management Modules w/TSP
- 1 MeshManager
- 2 Canopy Backhaul's
- 300' Ridgeview Tower

9. SYSTEM REPAIRS WHEN NECESSARY:

- Replace minor components (connectors, fittings, etc.) as needed, to ensure continued reliable operation of the system, at no charge to the City of Plano.
 - Perform Warranty Related Repairs (if hardware or software is still under warranty), at no charge to the City of Plano.
 - Estimate cost, time, and materials for repairs for non-warranty related items for any significant items needing repair, which are identified during the maintenance inspection.
 - If estimate is accepted, perform repairs.
 - Replace units as required and when necessary to ensure reliable operation of the system.
- These devices will be replaced by the fixed unit or a new unit when available.
- Store spares at Scientel's Plano facility.

10. LIMITATIONS/EXCLUSIONS:

10.1 Scientel Wireless will not cover, under the contract terms/amounts paid, when time and material repairs are needed for:

- Vandalism/abuse of the installed hardware and software.
- 3rd party hardware or software changes made by the customer after system acceptance.
- Electricity service caused problems, such as lightning strikes or power outages.
- Out of warranty software or hardware

11. TERMS AND CONDITIONS: SYSTEM MAINTENANCE

11. 1 Unless otherwise stated, all maintenance services will be provided in accordance with the Purchase Order Terms and Conditions dated between Scientel Wireless, and City of Plano.

12. RATES FOR NON-WARRANTY & MAINTENANCE RELATED ITEMS:

12.1 All non-warranty related work authorized to be performed by Scientel Wireless, LLC's technicians shall be billed at an hourly rate of \$90.00/hr for normal work hours plus expenses. Overtime work and Saturday work shall be billed at an overtime rate of \$135.00/hour and Sunday and holiday work shall be billed at \$180.00 /hour.

12.2 No work shall be performed unless Scientel Wireless has provided a written estimate to the customer and a written authorization (Purchase Order) has been received from the City of Plano to perform the work.

12.3 Scientel Wireless, LLC reserves the right to revise the hourly technician billing rate upon thirty (30) days written notice to City of Plano.

13. RECORDS

13.1 The "Telecom Inspection Checklist" shall be maintained for after the project is completed.

13.2 At the conclusion of the project, the "Telecom Inspection Checklist" shall be updated as deemed warranted by the individual currently maintaining the checklist.

13.3 Individuals performing inspections shall be certified in the inspection they are performing using TOP IM 10.1 Inspections Form 1 Inspector Certification.

14. CALL-OUTS and CORRECTIVE MAINTENANCE:

14.1 Scientel will respond to all emergency failures of the system on a 24 hour, 7 days a week basis. On-Call technical repair response is provided on a 24x7 basis during normal business hours by calling the Scientel Plano Office. After hours repair service is requested by calling the Scientel 7x24 Answering Service who shall contact the Scientel On-Call technicians. The Answering Service has a list of all available Scientel technicians, and escalation numbers for Scientel management so that a response by Scientel to the call-out is assured. In addition, Scientel will provide City of Plano with the On-Call Technical Support Number, which directly contacts the Scientel service personnel. Once a trouble call is generated to the Scientel Plano office or after hours Answering Service, the trouble call is tracked and will be escalated to the next level responder in the event the initial responder does not confirm receipt of the trouble call. Using an escalating response procedure guarantees initial contact will be made with Scientel's technicians within the required response time.

Upon notification to the on-call technician, the technician will respond within the required response window. Scientel will provide 2 hour phone response and the on-site response time of four hours. If additional support is required, Scientel has a team based regionally fully trained and equipped to maintain MotoMesh, Cisco, DragonWave and Canopy Equipment and resolve any system issues after a disaster or emergency situation.

SUPPORT PROCEDURE:

Upon receipt of a major alarm Scientel will dispatch a technician from our Plano, TX facility in accordance with the following procedure:

- Scientel Wireless receives notification of problem or failure.
1. Scientel technician uses NMS to troubleshoot problem or failure.
 2. Scientel technician determines if problem or failure is minor or major.

If problem is classified Minor (non-traffic affecting):

1. NOC technician contacts City of Plano technical representative during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. Scientel technician corrects problem or failure.
6. Scientel technician documents repairs made and files report.

If problem is classified as Major (traffic affecting):

1. Scientel technician contacts City of Plano technical representative if major problem occurs during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. If major problem occurs during non-business hours, Scientel technician is dispatched to the City of Plano to rectify the problem.
6. Scientel technician corrects problem or failure
7. Scientel technician documents repairs made and files report.

15. PRICING

Maintenance and On Site Support, 2 Hour Call Response and 4 Hour Site Response

- Project Manager
- Engineering Technician(s)
- Network Engineer as Required
- Tower Climbers as Required
- Bucket Trucks as Required
- All device spare storage in local Plano Facility
- Materials (See section 9)
- System Maintenance (as per this proposal)
- On Site Support (as required)
- 2 Hour Call Response
- 4 Hour On Site Response

Spares & Extended Product Warranties

- DragonWave Extended Warranty & Advanced Replacement (All)

Total Per Quarter (3 Months)	\$125,000.00
Total From Nov. 1, 2011 to Oct. 31, 2012	\$500,000.00

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 Workers' Compensation & Employer Liability. Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name/number**, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

Risk Management Insurance Requirements Review

Supplemental Considerations for Risk Owner Department
Re: Scientel Wireless & Motorola Maintenance Agreement

The business purpose of this contract is to provide inspection, maintenance and support of the City of Plano's Wireless Mobile Broadband Network. Based on the documents provided and available information the Scope of Work will require the contractor to be on site performing the duties including inspection of site conditions, equipment, antenna systems, as well as network computer hardware & software.

In order to assure the City is protected from exposure for the work performed by the contractor, we have uploaded recommend insurance requirements including, General Liability, Commercial Automobile Liability and Workers Compensation coverage with the necessary endorsements. Some questions remain unresolved, however, and therefore we contacted the Risk Owner department, Technology Services, for discussion.

Our questions relate to continued concerns of vendors who will be performing some services for the City and will have, although perhaps on a limited/restricted basis, access to the City's network, server, data, electronic communications systems, hardware, software, etc. Or the vendor will be hosting a website, performing services using specially designed software or otherwise engaged in a relationship with the City whereby a copyright, end user agreement or licensing agreement is involved. In some cases the vendors proposed contract language seeks to limit their liability and promises they will make good the software or service. Our legal department has certain language and clauses or contingencies that shift the burden back to the vendor.

The organization has many stakeholders who have varying opinions about the likelihood of a loss due to failure on the part of the vendors, software, licenses to perform as expected or as promised in a contract. The fact is however slight or rare, these events do happen. Lightning striking a home is a rare occurrence too, but a prudent homeowner insures against this "unlikely" event. Many of the websites I have visited to research these issues over the past months tout they use "industry accepted security measures to protect against loss, misuse.." Yet they all seem to have similar disclaimers such as "No method of transmission over the internet, or method of electronic storage is 100% secure." Even the security sites I have visited have many cautions, disclaimers and liability limiting language.

In our effort to gain insight into these issues we contacted Risk Owner department, Technology Services. Their response was limited to a vote of confidence in the vendor with whom the City has a longstanding relationship of six years, and who handles responses on a 7x24 basis. We are further advised that any access by the vendor is logged so there is a forensic record of any

activities they may perform on our network. Unfortunately, T.S. remains unresponsive to the core questions of whether there exists any exposure, potential loss or harm to the City of Plano should the vendor fail to perform or should a cyber event occur. Rather than roundtable these issues we received no input, and so we continue to suggest the department may wish to consider requiring Information Technology Professional Liability coverage.



CERTIFICATE OF LIABILITY INSURANCE

OP ID CJ

DATE (MM/DD/YYYY)

10/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunt Insurance Agency, Inc. 12000 S. Harlem Avenue Palos Heights IL 60463-1153 Phone: 708-361-5300 Fax: 708-361-5316	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: SCIEN-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Scientel Wireless, LLC 948 Springer Drive Lombard IL 60148	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: CNA Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CPP0813105	03/11/11	03/11/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
			X	X			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CPA0813105	03/11/11	03/11/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CPP0813105	03/11/11	03/11/12	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1919926	03/11/11	03/11/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X			E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<input checked="" type="checkbox"/> Professional Liab			CPB288321536	02/08/11	02/08/12	Prof Liab 5,000,000 Ded 15,000

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

The City of Plano, Texas is included as Additional Insured on a Primary/Non-Contributory basis with regard to the General Liability policy for work performed by insured. Waiver of Subrogation is included in favor of additional insured on the General Liability, Auto and Workers Compensation policies. Forms attached: GA 233, WC 0003, and AA4195

CERTIFICATE HOLDER**CANCELLATION**

PLANO-3

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Plano
 Risk Management Division
 7501 A Independence Parkway
 Plano TX 75025

AUTHORIZED REPRESENTATIVE

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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **SCIENTEL WIRELESS, LLC**, a Delaware limited liability company, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **SCIENTEL WIRELESS, LLC**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

SCIENTEL WIRELESS, LLC

By: _____
Signature

Print Name

Title

Date

STATE OF DELAWARE §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of Delaware



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/24/2011			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Aimee Storm Ext 7248					
CAPTION					
To approve and authorize Contract Modification No.1 for the purchase of additional Risk management services in the amount of \$124,800 from Southern Specialized Risk Options, LLC. This modification will provide for the research, analysis, coordination, development and assistance with implementation of high priority risk management functions.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12, 2012-13 & 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	670,000	249,600	919,600
Encumbered/Expended Amount		0	0	0	0
This Item		0	-124,800	-249,600	-374,400
BALANCE		0	545,200	0	545,200
FUND(s): PROPERTY/LIABILITY LOSS					
<p>COMMENTS: Funding for this item is covered FY 2011-12 Budget. Risk Management believes a modification to an existing contract for additional services will allow for high priority functions to be better understood and addressed through city policies & programs. This modification would allow for two contract renewals in future fiscal years.</p> <p>STRATEGIC PLAN GOAL: Properly assessing and addressing potential risks relates to a Financially Strong City with Service Excellence</p>					
SUMMARY OF ITEM					
The Risk Management staff requests a modification to contract 2010-206-C for the research, analysis, coordination, development and assistance with implementation of high priority risk management functions such as occupational and environmental health, fleet safety, targeted inspections and assessments, and business continuity, in the amount of \$124,800, bringing the total contract to \$204,050.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					



Division of Risk Management
7501-A Independence Parkway
Plano, TX 75025
972.208.8250

MEMORANDUM

DATE: 09/30/2011

TO: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: Darrell Edwards, Risk Manager

SUBJECT: Contract 2010-206-C modification; Southern Specialized Risk Options, LLC Additional Services

The Division of Risk Management has been an excellent steward of City resources for the last two and a half years, and has made great strides in both changing spending patterns and adding tremendous value to the City of Plano. In the first full year that I was employed at the City (2009 – 2010), our expenditures were \$900,000 less than the prior fiscal year.

Currently, we have a contract with Southern Specialized Risk Options, LLC, to provide the City with annual facility inspection services. It has been largely through their efforts that we have been able to enhance and rely upon our property schedule and statement of values. The active contract we have with Southern Specialized Risk Options, LLC is 2010-206-C.

We are requesting to expand the services provided by Southern Specialized Risk Options, LLC, by contract modification. The financial impact of this modification is but a fraction of the dollars that have been saved in Risk Management during the short time that I have been employed at the City of Plano. I believe that adding the services that we are asking Southern Specialized Risk Options, LLC, to provide us will be an extension of the same philosophy of managing for efficiencies that was introduced to Risk Management in 2009.

Because there are so few resources in Risk Management, and we have identified many critical services that are imperative and must be accomplished, we are desirous of expanding Southern Specialized Risk Options, LLC's contribution to our efforts.

Some of the items that we need their assistance on are:

1. Assist with the development and implementation of city-wide risk management policies and procedures
2. Research, analyze, coordinate and develop specialized programs and procedures to support the five core areas of City risk management



Division of Risk Management
7501-A Independence Parkway
Plano, TX 75025
972.208.8250

MEMORANDUM

3. Support activity based performance standards and program development
4. Research, analyze, coordinate, develop and assist with implementation of high priority risk management programs such as:
 - a. Occupational and Environmental Health
 - b. Accident Investigation
 - c. Insurance Management
 - d. Safety Program
 - e. Fleet Safety Program
 - f. Targeted Assessments and Inspections
 - g. Risk Management and Safety Committees
 - h. Written Risk Management Policies
 - i. Written Safety Policies
 - j. Industrial Hygiene
 - k. Emergency Management
 - l. Business Continuity Operations and Planning
5. RFP development
6. Specialized training program development and training delivery
7. Assist City departments with risk management needs, as directed
8. Conduct risk management assessments at various city work sites and facilities
9. Assist in enhancing risk management skills and understanding to designated City staff

Currently, I am the only City employee with a broad knowledge of each of the components of the field of risk management (i.e. loss prevention or control, risk financing, risk assessment, commercial insurance, claims management, safety and environmental compliance, etc.). In order to respond to City departments on daily operative functions such as contract review of appropriate language for insurance requirements, certificate of insurance compliance and a multitude of other issues, I have been reduced to performing operative level activities on a daily basis leaving no capacity for managerial functionality. This is exacerbated by the lack of formal risk management programmatic elements in place when I was hired in February, 2009, the level of development of existing Risk Management staff at that time, and the service needs of all City departments.

Shortly before I was hired, one risk analyst position and one senior risk analyst position were eliminated. The contract modification as requested with Southern Specialized Risk Options, LLC will give the Risk Management Division an additional resource with



Division of Risk Management
7501-A Independence Parkway
Plano, TX 75025
972.208.8250

MEMORANDUM

broad, general knowledge of Risk Management, resulting in an increased capacity to provide departments with additional risk management support, while at the same time giving me the increased capacity to plan and initiate formalization of the City's risk management program. This staffing model or philosophy is no different than the way Purchasing, the City Attorney's Office, or Human Resources are staffed. Each of those departments have multiple employees with similar knowledge, skills and abilities (buyers, attorneys and HR generalists) that segment the City in each of their respective areas of expertise. Currently, for example, work from several buyers in Purchasing and attorneys in the City Attorney's Office flow to me alone for response.

The lack of capacity of the Risk Management Division is reaching a crisis state. In order to achieve the stated strategic goals of our department, we must, at a minimum, have the additional requested resource as identified in this memorandum.

The additional duties for Southern Specialized Risk Options, LLC will require a time commitment of approximately 1,248 hours. Our current contract with them states their rate for supplemental projects to be \$100 per hour, therefore the contract 2010-206-C should be adjusted by \$124,800.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):			Irene Pegues (7198) Project No. 5970	
CAPTION				
To EMJ Corporation increasing the contract by \$56,000 for Carpenter Park Recreation Center Expansion and Renovation, Change Order No. 1, CSP No. 2010-202-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,703,956	536,044	0	5,240,000
Encumbered/Expended Amount	-4,703,956	-335,767	0	-5,039,723
This Item	0	-56,000	0	-56,000
BALANCE	0	144,277	0	144,277
FUND(S): CARPENTER RECREATION CENTER CIP AND CAPITAL RESERVE CIP				
<p>COMMENTS: Funds are included in the 2011-12 Carpenter Recreation Center CIP (\$360,309) and Capital Reserve CIP (\$175,735). This item, in the amount of \$56,000, will leave a current year balance of \$144,277 for the Carpenter Expansion Center project.</p> <p>STRATEGIC PLAN GOAL: The Carpenter Expansion Center project relates to the City's Goal of Great Neighborhood - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This change order, in the amount of \$56,000, is for additional time and cost associated with work due to unforeseen conditions, owner directed changes and additional work, and assessment of liquidated damages for late completion.</p> <p>Unforeseen conditions consisted of additional demolition and replacement of parking lot pavement, repairs to the parapet walls, structural enhancements to the new canopy after the original canopy was removed. Owner directed changes and additional work consisted of replacing existing cabinetry originally deleted during design to save costs, unplanned repairs to leaking existing windows, changes in restroom tile, basketball court enhancements, add shelving to pottery classroom, additional fire sprinklers and lighting as directed by code inspection.</p> <p>Staff recommends approval of Change Order No. 1. The contract total will be \$4,302,413, which includes change orders of 1.32% of the original contract amount of \$4,246,413.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1			N/A	

CHANGE ORDER NO. 1

**CARPENTER PARK RECREATION CENTER EXPANSION & RENOVATION
PROJECT NO. 5970
PURCHASE ORDER NO. 103856
CIP NO. 23406
CSP NO. 2010-202-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **EMJ CORPORATION** for the **CARPENTER PARK RECREATION CENTER EXPANSION & RENOVATION PROJECT**, dated September 27, 2010.

B. DESCRIPTION OF CHANGE

The change order is for additional time and cost associated with work due to unforeseen conditions related to the renovation, owner directed changes, owner directed additional work and assessment of liquidated damages for late completion.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>AMOUNT OF CHANGE</i>
1,	Changes required due to unforeseen conditions, owner directed additional work and owner directed changes.	\$71,000.00
2	Liquidated Damages resulting from 30 days delay of completion.	-\$15,000.00
	TOTAL:	\$56,000.00

Original Contract Amount	<u>\$ 4,246,413.00</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 4,246,413.00</u>
Amount, Change Order No. 1	<u>\$ 56,000.00</u>
Revised Contract Amount	<u>\$ 4,302,413.00</u>
Total Percent Increase Including Previous Change Orders	<u>1.32%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **100** day(s) to this project:

Original Contract Time	<u>147 calendar days</u>
Amount (Including Previous Change Orders)	<u>147 calendar days</u>
Amount, Change Order No. 1	<u>100 calendar days</u>
Revised Contract Time	<u>247 calendar days</u>
Total Percent Increase Including Previous Change Orders	<u>68.03%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **EMJ CORPORATION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated September 27, 2010.

F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

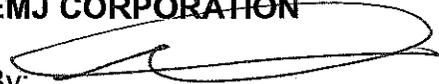
By: _____
(signature)

Print Name: Bruce D. Glasscock

Print Title: City Manager

Date: _____

EMJ CORPORATION

By:  _____
(signature)

Print Name: Raymond Catlin

Print Title: Sr. Vice President

Date: 9-13-11

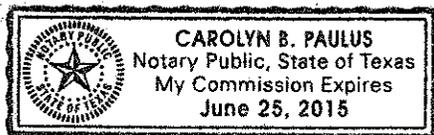
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of September, 2011, by **RAYMOND CATLIN, SR. VICE PRESIDENT** of **EMJ CORPORATION**, a **TENNESSEE** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Carolyn B. Paulus

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of September, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/2011		
Department:		Community Services		
Department Head		LaShon Ross		
Agenda Coordinator (include phone #): Sherry Jackson (Ext. 7122)				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving membership in the Cooperative Personnel Services Joint Powers Authority, and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-2012	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Membership in the Cooperative Personnel Services Joint Powers Authority relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Cooperative Personnel Services (CPS) accepts the City of Plano as a Member of Joint Powers Authority.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
RESOLUTION				



May 13, 2011

CPS Human Resource Services
Board of Directors Selection Panel

RE: City of Plano's *Letter of interest/commitment*

Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

As a public sector human resources professional for twenty-three (23) years, I have taken the opportunity to benefit from the broad services offered by CPS. While working with the Cities of Texarkana, Texas and Plano, Texas, I have relied upon CPS for testing materials, professional publications, and career-enhancing training. In 2005, the City of Plano had the privilege of being included as a case study in CPS's collaborative research project conducted by Dr. Mary B. Young, "*Building the Leadership Pipeline in Local, State, and Federal Government.*"

To further the City of Plano's and my relationship with CPS, the City Manager, Bruce Glasscock, and I are submitting this application for my appointment to your Board of Directors. We believe my commitment to the human resources profession, knowledge of CPS's role as a partner and supporter of public service, and diverse skills will be an asset to the CPS Board of Directors. In addition, the City of Plano's reputation as a leading example for community planning, service delivery, and customer service excellence will complement the other Board representatives that have given years of service to communities throughout our nation. Consequently, we are certain that the City of Plano and I will greatly benefit from exposure to ideas and experiences that will help us meet our goals for continuous improvement.

The City of Plano is a north Texas community of 261,350 citizens that is successfully adapting to its transition from a rapidly growing focal point within the Dallas/Fort Worth metroplex to its current status as a vibrant, innovative, maturing municipality with changing concerns. This evolving landscape continues to present new challenges for managing human and fiscal resources. However, Plano's history of planning for desired outcomes, along with our commitment to preparing employees for change, has proven to be an effective formula that allows us to continue providing services in the manner expected by our citizens. Plano is a Home Rule City with a Council-Manager governance structure. Plano is proud to have 1970 full-time and 800 part-time/seasonal employees that deliver consistently great service to our customers. An organizational chart is included for your review.

The City of Plano recognizes and actively reinforces the value of effective human resources management. The Human Resources Department has received unequivocal support from the City Manager for efforts to develop an environment where the human resources function is viewed by employees as a credible, accessible resource. This allows us to facilitate meaningful communication to promote engagement, make fiscally responsible decisions on behalf of employees and the organization, and objectively consider the interests of all involved when leading strategic and tactical processes. As an example of the City of Plano's and

my commitment to professional development and collaboration with other communities and organizations, the following documents are included:

- Plano departments designated as accredited by professional agencies
- Professional presentations and articles
- Awards for human resource development initiatives

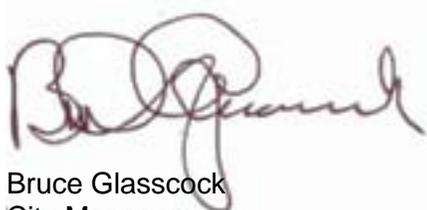
Mr. Glasscock and I appreciate the opportunity for me to be considered for appointment to the CPS Board of Directors as a representative of the City of Plano.

Respectfully submitted,



LaShon Ross
Deputy City Manager/Human Resources Director
City of Plano, Texas

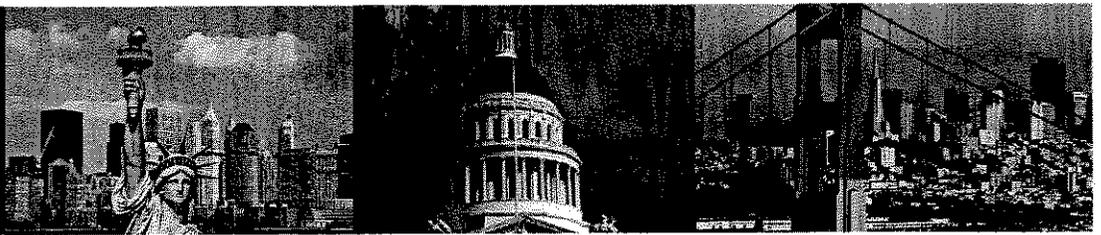
Supported by:



Bruce Glasscock
City Manager
City of Plano, Texas



Human Resource Services



Board of Director Opening

CPS Human Resource Services is seeking a public sector agency or public non-profit represented by a highly qualified and experienced individual to serve on its board of directors. The desired agency and candidate should possess the passion and commitment CPS has made the heart of its mission statement - to transform human resource management in the public sector.

CPS is a leading provider of HR management and consulting services to public sector organizations and government agencies throughout North America. Our board members represent a wide spectrum of renowned public agencies from across the United States. If you work for a progressive, leading edge public agency, we want to hear from you.

The Organization

CPS is a self-supporting public agency providing a full range of human resource services to the public and nonprofit sectors. We have unique expertise in delivering HR management and consulting services to government agencies throughout North America and assisting agencies in the recruitment, selection, and development of employees. Our integrated HR solutions increase organizational performance to allow our clients to positively impact the communities they serve. We have the unmatched perspective and expertise that gives us and our clients an advantage in developing and executing better solutions in the public sector. Our expertise is in the areas of organizational strategy, recruitment and selection, classification and compensation, and training and development.

Benefits of CPS Board of Director Membership

Membership on the CPS Board of Directors affords you the opportunity to help guide and shape the delivery systems and consulting support that CPS provides to its clients. Because of our national reputation, CPS board members are in a position to influence the future of public sector HR management practices by virtue of their role on the board. Your association with CPS and the other board member agencies will also expand your outreach and understanding of other public agencies and entities throughout the nation. With opportunities for open discussion and board member dialogue, you are bound to gain valuable insights and perspectives on HR issues. Board leadership provides for personal and professional growth through your contribution to the HR field.

Board Member Responsibilities

CPS Human Resource Services is a legal entity governed by a board of directors representing their respective agencies. Outlined below are nine key responsibilities of board members.

- Determine the organization's mission and purpose
- Select and support the Chief Executive Officer and review his/her performance periodically
- Ensure effective fiscal management
- Engage in strategic planning
- Assist in the selection and orientation of new board members
- Enhance the organization's public image
- Ensure legal and ethical integrity; maintain accountability
- Self-organize to operate in a collaborative and efficient manner in carrying out the governance role
- Understand the relationship between board and staff

“Our goal at CPS is to work with government and non-profit entities in transforming the way they move into the future.”

To learn more about CPS, visit www.cps.ca.gov

Ideal Board Agency

- Established as a recognized and progressive organization that values the contributions of Human Resources
- Committed to improving HR, and transforming public sector and government agencies in the process
- Understands the organizational benefits of a well run Human Resources Program

Ideal Board Member

- Executive level experience in the public sector
- Provides leadership in an agency that practices collaborative management
- Ability to govern within an entrepreneurial framework
- Able to travel at least quarterly
- Active in professional organizations

Application & Selection Process

If your agency has interest and your background and skills meet the qualifications, we invite you to apply for the CPS Board of Directors Agency Opening.

To Apply

Please email a letter of interest/commitment from the candidate agency, including an overview of the agency, a description of the agency's governance structure and a resume of the intended board member to the CPS Board Development Committee: boardopening@cps.ca.gov.

Initial review will take place by May 16, 2011. Submissions will be accepted until positions are filled.

Review & Selection Process

Upon review of the submissions, preliminary phone interviews will be held with the Chief Executive Officer of CPS. Those selected to continue in the interview process will meet with the CEO and Board Chair. The finalists will be invited to Sacramento for an on-site interview with the Board Development Committee. **The committee will then make its recommendation to the CPS Board of Directors.**

CPS Board of Directors

CITY OF ANAHEIM

Kristine Ridge, Board Chair
Human Resource Director

CITY OF DALLAS

Deritte Fernandez
Assistant Director of Human Resources

CITY OF LAS VEGAS

Dan Tarwater
Human Resources Director

CITY UNIVERSITY OF NEW YORK

Gloriana B. Waters (Ginger)
Vice Chancellor for Human Resources Management

CITY/COUNTY OF SAN FRANCISCO

Ted Yamasaki
Managing Deputy Director of Human Resources

EAST BAY MUNICIPAL UTILITY DISTRICT

Gwen McDonald
Director of Human Resources

HAYWARD UNIFIED SCHOOL DISTRICT

Kathryn Benson
Director of Human Resources

MONTGOMERY COLLEGE, OFFICE OF HUMAN RESOURCES

Lynda S. von Barga
Deputy Chief HR Officer

SACRAMENTO COUNTY

David Devine, Director
Personnel Services Department

STATE OF GEORGIA

Rosa Waymon, Director, Office of Human Resource Management & Development

A Resolution of the City Council of the City of Plano, Texas, approving membership in the Cooperative Personnel Services Joint Powers Authority, and providing an effective date.

WHEREAS, Cooperative Personnel Services Joint Powers Authority (“CPS”) was established March 15, 1985 by approval of a Joint Exercise of Powers Agreement (“JPA”) of same date pursuant to California Government Code Sections 6500, et seq., for the purpose of assisting the members of the JPA in their efforts to provide modern human resource and related management services; and

WHEREAS, the City of Plano wishes to become a member of CPS and a party to the JPA; and

WHEREAS, Section 17 of the JPA provides that a government agency wishing to join CPS may do so upon concurrence of a majority of the parties to the JPA; and

WHEREAS, on September 9, 2011, a majority of the current parties to the JPA approved City of Plano as a new member of CPS; and

WHEREAS, California Government Code Section 6502 provides that two or more public agencies may enter into a joint powers agreement if authorized by their legislative or other governing bodies, even though one or more of the contracting agencies may be located outside of California.

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

Section I. The City Council of the City of Plano hereby approves the City of Plano’s membership in CPS and directs the City Manager or his designee execute the JPA.

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

DULY PASSED AND APPROVED this the 24th day of October, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/2011		
Department:		Police Department		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee; to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	249,537	0	249,537
BALANCE	0	249,537	0	249,537
FUND(S): GENERAL FUND (EXPENDITURES), GRANT FUND (REVENUE), & TRAFFIC SAFETY FUND (EXPENDITURES)				
<p>COMMENTS: The grant contract, if approved, provides a 64.5% STEP ITC Grant reimbursement, in the estimated annual amount of \$249,537 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2011-12. The required City "match" of 2011-12 expenditures, at 35.5%, totals approximately \$89,738. Of this amount, \$7,400 is included within the adopted 2011-12 Police Department Budget, and \$82,338 is available within the Traffic Safety Fund.</p> <p>STRATEGIC PLAN GOAL: Participation in the ITC grant program relates to the City's Goal of Safe, Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The State of Texas, acting by and through the Texas Department of Transportation, offers the City of Plano a grant providing 64.50 percent reimbursement to the City of Plano for police officer overtime related to enforcing traffic intersection laws beginning on October 1, 2011 and ending September 30, 2012.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: *October 13, 2011*

TO: *Lashon Ross, Deputy City Manager*

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

SUBJECT: *Matching Funds for FY 2011/12 Intersection Traffic Control Grant*

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

Starting in Fiscal Year (FY) 06/07 TxDOT initiated a provision to extend funding, after the original grant cycle, in annual one-year increments. We did not receive grant money in FY 10/11, but have been awarded a one-year grant for FY 11/12. As a result, we are requesting approval to accept the FY 11/12 grant of \$249,537.36 for traffic enforcement, \$89,737.76 of which will be the required City match (\$159,799.60 in federal funds, and \$89,737.76 in local funds).

We are requesting the match in hard dollars for salaries and benefits in the amount of \$82,337.76 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$7,400.00 is adequately funded in the Police-532 basic budget for FY 11/12.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the city.

2012 STEP GRANT BUDGET CALCULATIONS: Revised 10/3/11

Labor Category

Number of Enforcement Hours	Avg Sworn Rate (\$38.6893 X 1.5)	OT for Enforcement		TMRS: 17.67% {Acct #87.283.6122}	Medicare: 1.45% {Acct #87.283.6127}	Total Benefits \$36,614.61	TOTAL ENFORCEMENT COSTS		TXDOT Share: 64.5%	City Share for Match: 35.5%
		\$191,499.00	\$33,837.87				\$228,113.61	\$147,133.28		
3,300	\$58.03				\$2,776.74					\$80,980.33

Number of Admin Hours	Accountant Regular Hrs	Regular Time {Acct #87.283.611}	Regular Time {Acct #87.283.6122}	Medicare: 1.45% {Acct #87.283.6127}	Total Benefits \$315.48	TOTAL ADMIN COST		TXDOT Share: 64.5%	City Share for Match: 35.5%
						\$27.50	\$1,650.00		
60							\$1,965.48	\$1,267.73	\$697.75

Number of Traffic Admin Hours	Traffic Records Asst Regular Hours	Regular Time {Acct #87.283.611}	Regular Time {Acct #87.283.6122}	Medicare: 1.45% {Acct #87.283.6127}	Total Benefits \$298.27	TOTAL ADMIN COST		TXDOT Share: 64.5%	City Share for Match: 35.5%
						\$19.50	\$1,560.00		
80							\$1,858.27	\$1,198.59	\$659.69

GRAND TOTAL SALARY & BENEFITS	TXDOT Share: 64.5%	City Share for Match: 35.5%
\$231,937.36	\$149,599.60	\$82,337.76

Travel Category

Number of Enforcement Miles per Year	Operating Cost per Mile	Total Vehicle Operating Cost		TXDOT Share of Veh Exp.	City Share for Match
		{Acct #01.532.6344}	\$10,200		
20,000	\$0.88	\$17,600	\$10,200	\$7,400	

GRAND TOTAL LABOR & TRAVEL	TXDOT Share {Acct #13.155.4831}	City Share for Match
\$249,537.36	\$159,799.60	\$89,737.76

A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee; to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes by targeting data provided by high frequency crash intersections that Plano has where traffic is regulated by means of a signal light through increased enforcement activities; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and Between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City of Plano, is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Grant 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 24th day of October, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2012

Organization Name: City of Plano

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP- Single Year - 2012 Comprehensive

ID: 2012-PlanoPD-S-1YG-0065

Period: 10/01/2011 to 09/30/2012

City of Plano

STEP- Single Year - 2012 Comprehensive

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2012.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number:

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **07-485-35**

Project Title: **STEP- Single Year - 2012 Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2011** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2012** unless terminated or otherwise modified.

Total Awarded: **\$249,360.55**

Amount Eligible for Reimbursement by the Department: **\$160,839.40**

Match Amount provided by the Subgrantee: **\$88,521.15**

City of Plano

STEP- Single Year - 2012 Comprehensive

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Plano

[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government):
(If Applicable)

By:

[Resolution Number]

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)
Date: _____

STEP- Single Year - 2012 Comprehensive

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

STEP- Single Year - 2012 Comprehensive

- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

STEP- Single Year - 2012 Comprehensive

- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
 - 1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 - 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 - 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

STEP- Single Year - 2012 Comprehensive

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following cost principles, as appropriate, outlined in:
1. OMB Circular A-21, Cost Principles for Educational Institutions;
 2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines

STEP- Single Year - 2012 Comprehensive

that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

STEP- Single Year - 2012 Comprehensive

- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

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The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

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A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

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- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the

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Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

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- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for

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enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT and SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order

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12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty

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(30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if

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applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (*eGrants*), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through *eGrants*, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

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J. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

K. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. *eGrants*
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

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Program Element Selection

YEAR LONG

- DWI DWI: Driving While Intoxicated
- X** Speed Speed: Speed Enforcement
- OP OP: Occupant Protection (Safety Belt and Child Safety Seat)
- X** ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)

- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)

- OP Jurisdiction wide

CMV

- Speed, OP and CMV: Commercial Motor Vehicle; HMV: Hazardous Moving
HMV Violations

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

I agree to the above goals and strategies.

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Baseline Information

Baseline Year (12 months)

From 1/1/2010 to 12/1/2010

Baseline Measure	Baseline Number	Month/Year of Survey
Number of speed citations	11926	
Number of Intersection Traffic Control (ITC) citations	2900	
Number of speed-related crashes		
Number of crashes occurring at intersections		
Percentage of speed compliance	35 %	
Attach Speed survey data		

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Law Enforcement Objective/Performance Measure

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	5900
b. Increase ITC citations by	2000
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	700
b. Reduce the number of ITC-related crashes to	1200
3. Increase speed compliance	
a. Increase the speed compliance rate to	33%
4. Number of Enforcement Hours	3300

Note:
 Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

Step Indicator	3.00
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PI&E Objective Performance/Measure

Object/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	8
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	6
c. Conduct community events (e.g. health fairs, booths)	4
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2000

Operational Plan

Page Title: ITC1

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 2	ITC	Legacy @ Preston Rd	NA%	0600-0000/7 days a week
2. 4	ITC	Parker @ Dallas Pkwy	NA%	0600-0000/7 days a week
3. 7	ITC	Legacy @ Dallas Pkwy	NA%	0600-0000/7 days a week
4. 8	ITC	Plano Pkwy @ Preston	NA%	0600-0000/7 days a week
5. 11	ITC	Preston @ Spring Creek	NA%	0600-0000/7 days a week
6. 26	ITC	Preston @ SH 121	NA%	0600-0000/7 days a week
7. 28	ITC	Coit @ George Bush Hwy	NA%	0600-0000/7 days a week

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Operational Plan

Page Title: ITC2

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 34	ITC	Spring Creek Pkwy @ NB Central & SB Central	NA%	0600-0000/7 days a week
2. 40	ITC	Plano Pkwy @ NB Central & SB Central	NA%	0600-0000/7 days a week
3. 51	ITC	Coit @ Hwy 121	NA%	0600-0000/7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: Speed1

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 49	Speed	1000-8799 Preston Rd	40%	0600-0000/7 days a week
2. 50	Speed	100-7999 Legacy	24%	0600-0000/7 days a week
3. 55	Speed	600-7000 Central NB	34%	0600-0000/7 days a week
4. 57	Speed	1100-8200 Dallas Pkwy SB	45%	0600-0000/7 days a week
5. 59	Speed	Spring Creek Pkwy (E to W City Limits)	33%	0600-0000/7 days a week
6. 60	Speed	Parker Rd (E to W City Limits)	29%	0600-0000/7 days a week
7. 65	Speed	Park Blvd (E to W City Limits)	30%	0600-0000/7 days a week

Operational Plan

Page Title: Speed2

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 61	Speed	Ohio Dr (N to S City Limits)	18%	0600-0000/7 Days a week
2. 63	Speed	Jupiter Rd (N to S City Limits)	37%	0600-0000/7 Days a week
3. 68	Speed	Custer Rd (N to S City Limits)	26%	0600-0000/7 Days a week
4.			%	
5.			%	
6.			%	
7.			%	

STEP- Single Year - 2012 Comprehensive

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$150,639.40	\$40,875.00	\$191,514.40
(200)	Fringe Benefits:		\$40,246.15	\$40,246.15
	Sub-Total:	\$150,639.40	\$81,121.15	\$231,760.55
Category II - Other Direct Costs				
(300)	Travel:	\$10,200.00	\$7,400.00	\$17,600.00
(400)	Equipment:			\$0
(500)	Supplies:			\$0
(600)	Contractual Services:			\$0
(700)	Other Miscellaneous:			\$0
	Sub-Total:	\$10,200.00	\$7,400.00	\$17,600.00
Total Direct Costs:		\$160,839.40	\$88,521.15	\$249,360.55
Category III - Indirect Costs				
(800)	Indirect Cost Rate:			\$0
Summary				
	Total Labor Costs:	\$150,639.40	\$81,121.15	\$231,760.55
	Total Direct Costs:	\$10,200.00	\$7,400.00	\$17,600.00
	Total Indirect Costs:			\$0
Grand Total		\$160,839.40	\$88,521.15	\$249,360.55
	Fund Sources (Percent Share):	64.50%	35.50%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 24, 2011		
Department:		Municipal Court Judge		
Department Head		Don Stevenson		
Agenda Coordinator (include phone #): Don Stevenson x2495				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, adopting rules for juvenile case managers employed by the City of Plano; and providing for an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approval of the rules relates to the City's goal of "Partnering for Community Benefit."				
SUMMARY OF ITEM				
A resolution to adopt reasonable rules for juvenile case managers employed by the city, pursuant to the requirements of Senate Bill 61 enacted by the 82 nd Texas legislature, and providing for an effective date of December 1, 2011.				
List of Supporting Documents: Resolution Juvenile Case Manager Rules		Other Departments, Boards, Commissions or Agencies		

A Resolution of the City Council of the City of Plano, Texas, adopting rules for juvenile case managers employed by the City of Plano; and providing an effective date.

WHEREAS, the City of Plano has, pursuant to the Code of Criminal Procedure Article 45.056, employed a juvenile case manager to provide services in cases involving juvenile offenders before the municipal court; and

WHEREAS, the City of Plano has, pursuant to the Code of Criminal Procedure Article 102.0174 authorized a juvenile case manager fund supported by additional court costs assessed and collected by the municipal court; and

WHEREAS, the 82nd Texas Legislature enacted Senate Bill 61 which requires a governing body employing a juvenile case manager to adopt, by December 1, 2011, reasonable rules for juvenile case managers that provide for a code of ethics and training standards; and

WHEREAS, the City wishes to ensure that its juvenile case managers receive the requisite training and abide by certain ethical standards.

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

Section I. The City Council hereby adopts the Juvenile Case Manager Rules "Rules" attached hereto and made a part hereof as Exhibit "A" and the City Council hereby directs that the Rules adopted herein be implemented by the appropriate personnel; and

Section II. This Resolution and the Rules shall become effective December 1, 2011.

DULY PASSED AND APPROVED this the 24th day of October, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

PLANO MUNICIPAL COURT

JUVENILE CASE MANAGER RULES

PURPOSE: These Rules have been adopted by the Plano City Council pursuant to the requirements of Article 45.056, Texas Code of Criminal Procedure as amended by Senate Bill 61, 82nd Regular Session, Texas Legislature.

DEFINITIONS;

“*Municipal Court*” or “*Court*” shall mean the Plano Municipal Court, the Chief Presiding and Associate Judges, clerks, prosecutors and administrative staff employed by the City of Plano, Texas.

“*Juvenile*” shall mean any person under the age of 17 years who is charged with the commission of a criminal offense over which the Municipal Court has jurisdiction. The term also shall include any person under the age of 21 years charged with the commission of a criminal offense under the Alcoholic Beverage Code.

“*Juvenile Case Manager,*” whether singular or plural, shall mean the person or persons employed by the City of Plano to assist the Court in administering the Court’s juvenile docket and in supervising the Court’s orders in juvenile cases.

ETHICS: The Code of Ethics for the Juvenile Case Managers is attached to these Rules as Appendix A. Violations of the Code of Ethics shall be disciplined in accordance with the City of Plano Human Resources policies and procedures.

EDUCATION AND TRAINING STANDARDS: A candidate for the position of Juvenile Case Manager must have at least one (1) year previous experience involving court programs or social service programs for adolescents, or a combination of court and social service experience with adolescents totaling not less than one (1) year. After employment, a Juvenile Case Manager must attend or participate through electronic media not less than eight (8) hours of continuing education each year. Educational courses and subjects must be approved by the Judges.

DUTIES:

A. The Role of the Juvenile Case Manager.

The Juvenile Case Manager shall manage the cases involving juvenile defendants in the Municipal Court. Such management shall include, but not be

limited to, screening and assessment of cases filed against juveniles, docket assignment and preparation of juvenile cases, audits of and reports on compliance with the Court's orders, preparation and filing of reports to government agencies, and marshalling of data and estimates for the preparation of budgets. The Judges shall inform the Juvenile Case Manager of his/her duties and responsibilities during the new employee orientation, during each performance evaluation, and at other such times as needed.

B. Case Planning and Management.

The Juvenile Case Manager shall coordinate with the Judges and other personnel to see that cases with juvenile defendants are scheduled and heard by the court in a timely manner. The Juvenile Case Manager shall propose appropriate changes to docket schedules, case loads and alternative programs to be made available to juvenile defendants.

C. Applicable Procedural and Substantive Law.

The Juvenile Case Manager shall be fully knowledgeable with the provisions of Article 45, Texas Code of Criminal Procedure, and with other statutes, codes, ordinances, and regulations affecting the operations of the Court with respect to Juvenile defendants.

D. Courtroom Proceedings and Presentation.

The Juvenile Case Manager shall prepare dockets and documentation for all cases set to courtrooms. The Juvenile Case Manager may review the juvenile justice information system for available records of juvenile defendants scheduled to appear in Court. The Juvenile Case Manager shall provide directions to appropriate courts, classes, counselors, and meeting locations as necessary to aid juveniles in making appearances and attending classes ordered by the Court. The Juvenile Case Manager shall participate in presentations to civic groups and in Teen Court training as necessary.

E. Services to At-Risk Youth in Subchapter D, Chapter 264, Family Code.

The Juvenile Case Manager shall be fully knowledgeable with the orders that the Court may enter under Article 45.057 and the method by which the Court may refer cases to the Texas Department of Family and Protective Services. The Juvenile Case Manager shall assist the Department as needed in civil actions commenced in the Collin County district courts or county courts at law to determine that a child referred from the Municipal Court is an at-risk child.

F. Local Programs and Services for Juveniles.

The Juvenile Case Manager shall establish contact with and maintain referral lists for agencies and programs to which juveniles may be referred for counseling and rehabilitative training.

G. Detecting and Preventing Abuse, Exploitation and Neglect of Juveniles.

The Juvenile Case Manager shall establish and maintain contact with the Collin County Children's Advocacy Center and the Plano Police Department in order to refer juveniles that may be the victims of abuse, exploitation and neglect. The Juvenile Case Manager shall attend annual training, as the same is made available, in detecting and reporting suspected abuse, exploitation and neglect.

POLICIES AND PROCEDURES: The Judges, in consultation with the Juvenile Case Manager and Court personnel, shall adopt such policies and procedures as they deem appropriate to give effect to these Rules and for the fair and efficient operation of the Court.

EFFECTIVE DATE: These Rules and the enforcement thereof shall be effective as of December 1, 2011.

REPORTS: The Chief Municipal Judge, in conjunction with the Associate Judges, shall supervise and conduct performance reviews of the Juvenile Case Manager employed by the City. The Chief Municipal Judge shall include the performance evaluation of the Juvenile Case Manager in the Chief Judge's annual report to the City Council. One of the evaluation criteria shall be the Juvenile Case Manager's implementation of these Rules.

Appendix A

JUVENILE CASE MANAGERS CODE OF ETHICS

The role of the Juvenile Case Manager is to assist the Court in administering the Court's juvenile docket and in supervising its court orders in juvenile cases. The mission of the Juvenile Case Manager is to assist judges in providing juveniles the resources to shape their futures, connect with the community and become law abiding citizens. When applying the Code of Ethics, keep foremost in mind that the City is guided at all times by the values of integrity, excellence, compassion and respect for the dignity of every person.

Standards of Behavior

Confidentiality. A Juvenile Case Manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment. A Juvenile Case Manager shall not violate the confidentiality of juvenile clients, unless it is to seek consultation services from within the case management program, school campus, or the juvenile has threatened to harm himself, herself or others, or to provide details of any criminal activity or enterprise.

Conflicts of Interest. A Juvenile Case Manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community's trust in the judicial system, a Juvenile Case Manager shall not solicit or accept improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety.

Competence. A Juvenile Case Manager shall endeavor at all times to perform official duties properly and with courtesy and diligence. A Juvenile Case Manager shall fulfill his or her duty and represent himself or herself only within the boundaries of their education, training, license, certification, consultation received, supervised experience, or other relevant professional experience.

Respect for the Law. A Juvenile Case Manager shall abide by all federal, state, county and municipal laws including but not limited to the City's Code of Conduct, guidelines, ordinances, policies and rules. A Juvenile Case Manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held.

Abuse of Position. A Juvenile Case Manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or any other person. A Juvenile Case Manager shall always maintain an appropriate relationship with juveniles coming under the jurisdiction of the Court. A Juvenile Case Manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability or national origin. A Juvenile Case Manager shall not condone such acts by any other person.

Private Life. A Juvenile Case Manager will behave in a manner that does not bring discredit to the City or themselves. A Juvenile Case Manager's character and conduct outside the court must always be exemplary, thus maintaining a position of respect in the community in which he or she lives and serves.

Enforcement. Any alleged violation of applicable ethical standards shall be reported to the Chief Municipal Judge or to such other supervisor as may be appropriate. Every alleged violation shall be subject to investigation and discipline.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
An Ordinance of the City of Plano, Texas amending Section 11-313, Article VIII Special Events, Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to amend language regarding filing period; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: This item changes the timeframe for which a preliminary special event permit application can be filed to no more than 13 months and changes the due date for the final special event permit application to 30 days before the intended event is to take place. This change would have no financial impact.</p> <p>STRATEGIC PLAN GOAL: Adjusting the deadline for filing a special event permit to facilitate better oversight of events relates to the City's goal of Exciting Urban Centers - Destination for Residents and Guests.</p>				
SUMMARY OF ITEM				
This amendment to the ordinance adjusts the filing period for preliminary special event permit applications to read application may be filed not more than thirteen (13) months in advance of the intended event date. A final special event permit application shall be filed at least thirty (30) days before the event date. This change will allow staff an additional 10 days to coordinate the permitting process with Health, Police, Fire, etc.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas amending Section 11-313, Article VIII Special Events, Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to amend language regarding filing period; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the Parks and Recreation staff have reviewed and suggested changes to Article VIII of Chapter 11 of the Code of Ordinances related to the filing period for special events conducted within the City of Plano, and

WHEREAS, the City Council deems it in the best interest of the citizens of the City of Plano that Section 11-313 of the Code of Ordinances be amended as set forth herein.

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

Section I. The following section of Article VIII Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano are hereby amended to read in its entirety as follows:

“Sec. 11-313. Filing period.

- (a) Except as provided below, a preliminary special event permit application may be filed not more than thirteen (13) months in advance of the intended event date. A final special event permit application shall be filed at least thirty (30) days before the event date. Preliminary and final applications for permits filed less than thirty (30) days before the event may be considered for parades and other forms of public assembly or where a reduced notice period does not pose a threat to public health and safety.

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

Section IV. The 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 V. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 24th day of October, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 24, 2011		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Tammy Stuckey, ext. 7156				
CAPTION				
<p>An Ordinance of the City of Plano, vacating Ordinance No. 2011-9-37, thereby rescinding the zoning designation of Planned Development-Corridor Commercial granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-222-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>The purpose of this ordinance is to correct an error regarding assigning a planned development number to the Planned Development-Corridor Commercial zoning granted by City Council on September 26, 2011 (Zoning Case 2011-23).</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		Planning & Zoning Commission		
Map				

Zoning Case 2011-23

An Ordinance of the City of Plano, vacating Ordinance No. 2011-9-37, thereby rescinding the zoning designation of Planned Development-Corridor Commercial granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-222-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 26th day of September, 2011, for the purpose of considering rezoning 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-Corridor Commercial; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 26th day of September, 2011; and

WHEREAS, on September 26, 2011, Ordinance No. 2011-9-37 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error, failed to assign a planned development number to the Planned Development-Corridor Commercial zoning granted; and

WHEREAS, the City Council is of the opinion and finds that the clerical error may be corrected by vacating Ordinance No. 2011-9-37 and adopting this ordinance which correctly assigns Planned Development-222-Corridor Commercial to the rezoned properties, which action will not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Due to a clerical error, Ordinance No. 2011-9-37, duly passed and approved by the City Council of the City of Plano, Texas, on September 26, 2011, is hereby vacated.

Section II. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-222-Corridor Commercial, said property being described in the legal description on Exhibit "A" attached hereto.

Section III. The change granted in Section II is granted subject to:

Restrictions:

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

General Provisions of the Planned Development:

Signage shall be allowed in accordance with Section 3.1600 (Sign Regulations) except that a maximum of six freestanding pole signs along U.S. Highway 75 shall be allowed within the planned development district, and at a maximum 50 feet in height. Additionally, three of the freestanding pole signs shall have a maximum allowable sign area of 200 square feet each, and the three remaining freestanding pole signs shall have a maximum allowable sign area of 100 square feet each.

Section IV. 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 V. 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 VI. 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 VII. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

PASSED AND APPROVED THIS THE 24TH DAY OF OCTOBER, 2011.

Phil Dyer, MAYOR

ATTEST:

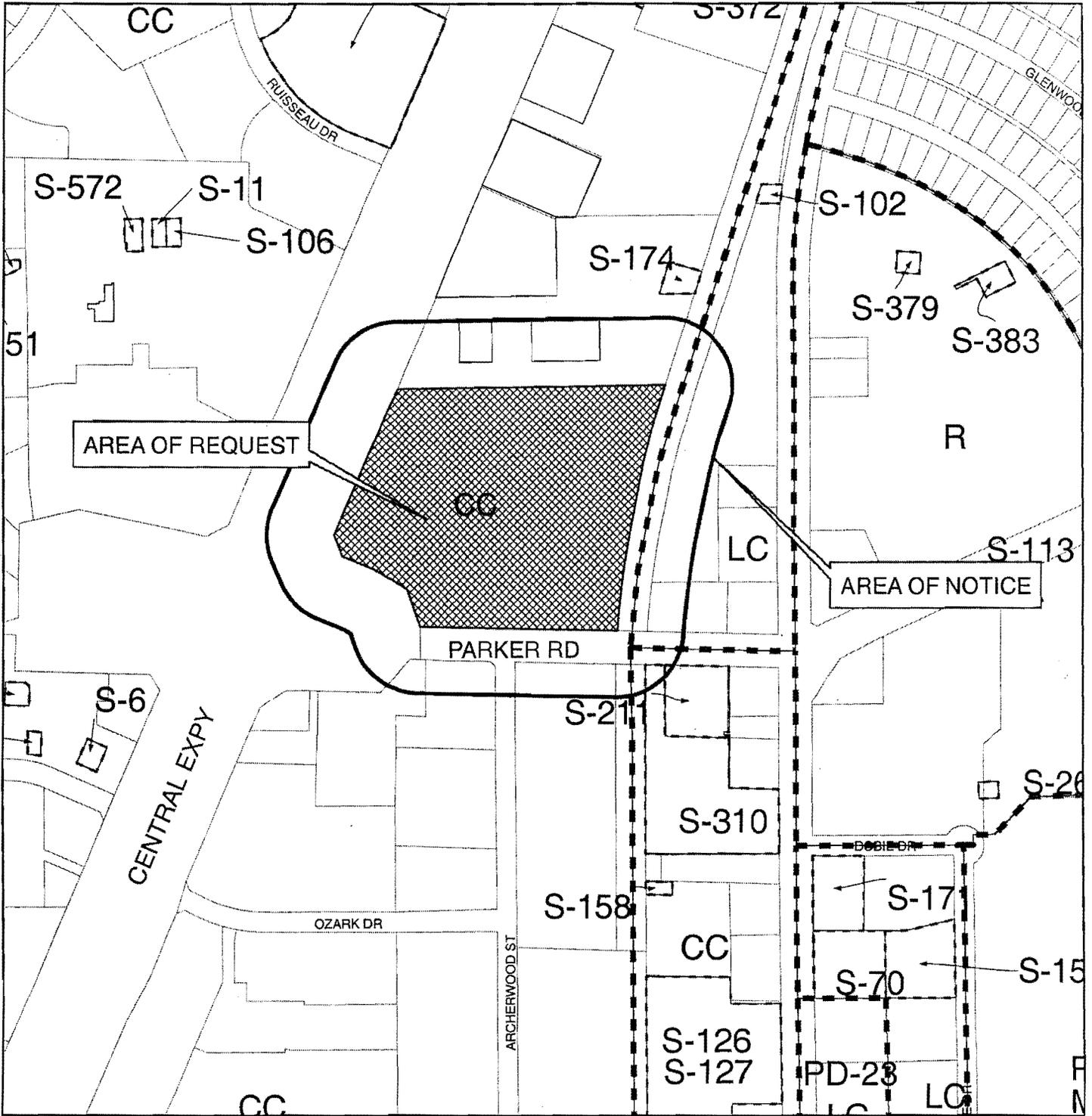
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

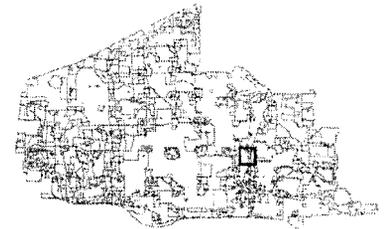
Zoning Case 2011-23

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and being all of Block A, Lot 1R, Parker Central Plaza, an addition to the City of Plano, Texas, according to map or plat thereof recorded as document number 97-0088851 of the Plat Records of Collin County, Texas, as filed on October 17, 1997, comprising of 13.2 acres.



Zoning Case #: 2011-23

Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Carla Rude x7407				
CAPTION				
An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2010-11 funds to fiscal year 2011-12; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,572,361	0	1,572,361
BALANCE	0	1,572,361	0	1,572,361
FUND(S): GENERAL FUND, WATER & SEWER FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND, MUNICIPAL DRAINAGE FUND.				
COMMENTS: Funds are available from the FY 2010-11 approved budget in the listed funds as carry-forwards into FY 2011-12 for the completion of various projects and other purchases. STRATEGIC PLAN GOAL: Carrying-forward of available funds for the completion of projects relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Ordinance approves the FY 2010-11 Carry-Forward List to FY 2011-12 and sets the level of transfers for the various funds, as reviewed by the City Council.				
List of Supporting Documents: 2010-11 Carry-Forward Request Log			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2010-11 funds to fiscal year 2011-12; and providing an effective date.

WHEREAS, on September 12, 2011, the City Council approved the Budget for fiscal year 2011-12 by passing Ordinance 2011-9-8; and

WHEREAS, State law provides that cities have the authority to carry-forward funds from the previous fiscal year to the current fiscal year; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that it is in the best interest of the City and its citizens to carry-forward remaining funds from fiscal year 2010-11 to fiscal year 2011-12.

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

Section I. Subject to the applicable provisions of State law and the City Charter, the City Council hereby approves carrying-forward the funds listed below from the fiscal year 2010-11 Budget to the fiscal year 2011-12 Budget:

A.	General Fund	\$1,059,325
B.	Water & Sewer Fund	\$423,995
C.	Sustainability & Environmental Services Fund	\$6,800
D.	Municipal Drainage Fund	\$82,241

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

DULY PASSED AND APPROVED this the 24th day of October, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CARRY-FORWARD REQUESTS
2010-11 FUNDS TO 2011-12**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
BUDGETED PROJECTS/ITEMS							
112	City Manager	City Council Retreat	\$ 30,000	Consultant fees, room rental, etc. Unable to hold the 2010-11 retreat during the fiscal year, 2011-12 will most likely have 2 retreats.	112.6312	112.6312	\$ 30,000
214	Municipal Courts	Collection Services	\$ 4,900	September 2011 court collections service invoice not received by Sept 30th.	214.6312	214.6312	\$ 4,900
215	Non-Departmental	Special Events	\$ 9,665	\$2,300 to cover Overtime for Plano International Festival, scheduled for Oct. 1, and \$7,365 for Taste of Downtown Plano Event, Oct 22, 2011.	215.6499	215.6111	\$ 9,665
		Priority Based Budgeting, Fiscal Health & Wellness final billing	\$ 2,500	Funds required for final portion of contract.	215.6312	215.6312	\$ 2,500
		CSL Marketing Group	\$ 41,000	Contract/Project in progress	215.6312	215.6312	\$ 41,000
		Retirement Payout Funds	\$ 586,000	Funding available from retirements re-estimated in 2010-11.	215.6109	215.6109	\$ 586,000
321	Records Management	HOV Services Contract	\$ 10,000	New microfilming reader printers maintenance contract due date is November 2011.	321.6313	321.6313	\$ 10,000
381	Human Resources	Performance Management & Evaluation System	\$ 25,000	New Employee Performance & Evaluation system has not been chosen, project will not be completed in 2010-11.	381.6312	381.6312	\$ 25,000
383	MP3 Program	Speaker Fees	\$ 2,000	MP3 Projects completion and speaker fees.	383.6312 \$1500 383.6441 \$500	383.6312	\$ 2,000
534	PSC	Learning Management System	\$ 8,000	Power DMS policy and learning management system, purchase in progress.	534.6251	534.6251	\$ 8,000
556	Emergency Management	EOC/Training Facility	\$ 25,000	Pedestrian Gate Camera.	556.8452	556.8452	\$ 25,000
		Fire Station #9 Weather Bug	\$ 7,000	To provide timely weather info and warnings, a station is needed at FS #9, will be added to existing station subscriptions.	556.8452	556.8452	\$ 7,000
		EOC Audio Visual System	\$ 70,415	Project recently completed, invoice not received.	556.6208. EOC	556.6208. EOC	\$ 70,415

**CARRY-FORWARD REQUESTS
2010-11 FUNDS TO 2011-12**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
		Teleconferencing Modules	\$ 16,770	Items already ordered by Technology Services, in charge back account 066.1705, reserve funds for invoice.	556.8453	556.8453	\$ 16,770
619	Property Standards	Contracts-Other	\$ 3,085	To pay for outstanding Contracted Services for various property abatements as well as for public nuisance abatements costs expected to increase in FY 2011-12.	619.6319	619.6319	\$ 3,085
		Outside Printing	\$ 2,500	Design change, printing delayed for stickers and tags used by field employees.	619.6319	619.6319	\$ 2,500
623	Rental Registration /Inspection	Contracts-Professional Services	\$ 3,085	To pay for outstanding Contracted Services for various property abatements as well as for public nuisance abatements costs expected to increase in FY 2011-12.	623.6312	623.6312	\$ 3,085
		Outside Printing	\$ 2,500	Design change, printing delayed for stickers and tags used by field employees.	623.6301	623.6301	\$ 2,500
622	Planning	Contracts-Professional Services	\$ 12,611	To complete Final Stage of consulting work on Zoning Ordinance.	622.6312	622.6312	\$ 12,611
		Contracts-Professional Services	\$ 8,000	ESRI/Laserfiche Search Tools, modifications to existing web interface and migration of existing documents.	622.6312	622.6312	\$ 8,000
634	Park Field Services	Overtime	\$ 2,000	Extreme Drought conditions of FY 2010-11 will require add'l damage recovery OT in FY 2011-12.	634.6111	634.6111	\$ 2,000
		Minor Apparatus	\$ 3,000	Extreme Drought conditions of FY 2010-11 have delayed irrigation improvements that will use cellular technology, delayed until FY 2011-12.	634.6208	634.6208	\$ 3,000
		Training	\$ 3,000	Extreme Drought conditions of FY 2010-11 have delayed irrigation improvements, training courses have not been local, delayed training until FY 2011-12.	634.6309	634.6309	\$ 3,000
		Contracts-Professional Services	\$ 57,000	Extreme Drought conditions of FY 2010-11 have delayed irrigation improvements until FY 2011-12.	634.6312	634.6312	\$ 57,000
		Cellular Air Time	\$ 2,500	Extreme Drought conditions of FY 2010-11 have delayed irrigation improvements that will use cellular technology, delayed until FY 2011-12.	634.6323	634.6323	\$ 2,500
		Licenses, Certificates	\$ 450	Irrigation licenses are renewed every 3 years, request to carry-forward funds until renewals are due.	634.6446	634.6446	\$ 450

**CARRY-FORWARD REQUESTS
2010-11 FUNDS TO 2011-12**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
643	Park Support	Licenses, Certificates	\$ 2,500	Playground Safety Inspection Certification courses have not been local, delay training until FY 2011-12.	643.6446	643.6446	\$ 2,500
648	Ground Maintenance District #2	Water Utilities/Landscape Maintenance at Legacy	\$ 78,000	Invoice for landscaping maintenance/water at Legacy location for contract period from Hewlett Packard (EDS) has not been received by the City.	648.6333	648.6333	\$ 78,000
658	Ground Maintenance District #3	Contracts-Professional Services	\$ 8,900	Funding for unanticipated mowing contract price increases as well as irrigation repairs and landscaping rehab due to 2011 drought damage.	658.6312	658.6312	\$ 8,900
		Botanical/Agricultural	\$ 8,000	Funding for bulk fertilizer application rescheduled to Oct 2011 due to drought.	658.6216	658.6216	\$ 8,000
		Maintenance Parts & Supplies	\$ 3,000	Funding for purchase of irrigation parts for off-season in-house repairs of systems due to 2011 drought damage.	658.6229	658.6229	\$ 3,000
651	Recreation Administration	Senior Transportation Program	\$ 7,359	Invoices for September that have not been received, and have something available to support the funding received from DART, if funds are all expended.	651.6319	651.6319	\$ 7,359
688	Parr Library	Repair Lighting in Display Cases	\$ 2,734	Unable to get correct sized wiring and lights installed before year-end.	688.6312	688.6208	\$ 2,734
721	Engineering	Evaluate Street Conditions	\$ 10,851	Contract with the City of Dallas for special street equipment to evaluate street conditions and identify repairs more efficiently.	721.6312	721.6312	\$ 10,851
01	Subtotal General Fund		\$1,059,325				\$1,059,325
421	Customer & Utility Svcs	Contractual Labor	\$ 15,000	Funds to be applied to replacement of kiosk for utility payment.	421.6312	421.8452	\$ 15,000
422	Utility Billing Field Svcs	Postage	\$ 75,000	Funds to be applied to AMR Project-Water Meters and Fixed Network Devices.	422.6202	422.6229	\$ 75,000
		Maintenance Parts & Supplies	\$ 225,000	AMR Project-Water Meters and Fixed Network Devices.	422.6229	422.6229	\$ 225,000
		Contractual Labor	\$ 35,000	Funds to be applied to AMR Project-Water Meters and Fixed Network Devices.	422.6312	422.6229	\$ 35,000
723	Utility Planning	2011 Water Quality Study	\$ 16,906	Additional costs associated with Water Quality Study.	723.6312	723.6312	\$ 16,906

**CARRY-FORWARD REQUESTS
2010-11 FUNDS TO 2011-12**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
PROTECTED CARRY FORWARD FUNDS							
PROTECTED FUNDS:							
01.532	Police: LEOSE Funds	State LEOSE (Law Enforcement Officer Standards and Education) Funds	\$ 126,192	State LEOSE (Law Enforcement Officer Standards and Education) funds are used for training, as authorized by Chief of Police, and mandated by state law. LEOSE regulations and this sub account started in 1997. At the end of each fiscal year the remaining funds are carried forward to the next fiscal year.	01.532.6309. LEOSE	01.532.6309. LEOSE	\$ 126,192
01.532	Police: TICKET Funds	Major Criminal Investigation Expense Funds are protected by State Law	\$ 25,000	Funds in this sub-account are used for expenses of major criminal investigations. The balance of this sub-account is carried-forward at the end of each fiscal year to sub-account 01.532.6312.TICKET.	532.6312. TICKET	532.6312. TICKET	\$ 25,000
02	Sproles Library Fund	Special Library Funding	\$ 34,208	Specially designated Library funds, exempt from Budget process.			Fund Balance
14.131	911 Wireline Fees	Funds are protected by State Law	Fund Balance	911 System upgrade to include Text Message Module, Data Content, \$30,000.	131.8451	131.8451	Fund Balance
19.233	Teen Court Program Fund		Fund Balance				Fund Balance
20.234	Municipal Court. Tech Fund		Fund Balance				Fund Balance
55.232	Courts Building Security Fund		Fund Balance				Fund Balance
73.689	Library Memorial Fund	Donations	Fund Balance				Fund Balance
86.276	Juvenile Case Manager Fund		Fund Balance		86.276	86.276	Fund Balance
0170.242	Economic Development Incentive Fund	Economic Development Incentives	Fund Balance	Carry-forward remaining fund balance for future projects.	242.6319	242.6319	Fund Balance
PROTECTED CARRY FORWARD FUNDS APPROVED							

DATE: October 4, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 3, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2011-27
APPLICANT: LINCOLN PROPERTY COMPANY**

Request to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road **from** Commercial Employment **to** Planned Development-Commercial Employment. Zoned Commercial Employment/State Highway 121 and Preston Road Overlay Districts.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated in underlined text per the Commission's recommendation.)

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Quasi-Public Streets
 - a. Quasi-public streets shall be provided throughout the district, consistent with as shown on the zoning exhibit.
 - b. Quasi-Public Streets Definition: Quasi-public streets are privately owned and maintained drives open to public access. A fire lane shall be located within all

quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.

3. Parking Regulations

- a. The minimum required parking shall be as follows:
 - i. Multifamily - 1.5 spaces per unit
 - ii. All nonresidential uses: Parking requirements shall be determined as provided in Section 3.1100 (Off-Street Parking and Loading) of the Zoning Ordinance.
- b. On-street parking adjacent to each lot may count toward the required parking for that lot and shall be permitted on both sides of quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety.
- c. No parking is required for outdoor patio and sidewalk cafe/dining areas or other public seating areas except for freestanding restaurants.

4. Screening

- a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000)
 - ii. Overhead doors if service area or loading dock is located internal to the building; or
 - iii. Any combination of the above.

5. Open space

- a. A minimum of five acres of open space shall be required within the planned development district.
- b. The open space shall be open to the public at all times
- c. A minimum of two open space areas shall be provided in Tract 2 and each open space area shall not be less than 0.5 acre in area. A minimum of one open space area shall be provided in Tract 3 and this open space area shall not be less than 0.5 acre in area. In all tracts, the required open space areas shall not have a dimension less than 80 feet.

6. Signage

a. In addition to signs permitted by Section 3.1600 of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible.

i. Multi-Purpose Wall Signs

- A multi-purpose wall sign is any sign mounted on the wall of a building which is used to identify shopping centers, retail districts, office districts, or commercial sites and may include a listing of occupants within the development being identified.
- Multi-purpose wall signs are exempt from Subsections 3.1603 (1)(b) and (2)(f) of Section 3.1600.
- A multi-purpose wall sign shall not be limited in height or width except that the sign shall be limited to 300 square feet in size.
- A maximum of one multi-purpose wall sign may be mounted to a parking structure that has street frontage along State Highway 121 and/or Preston Road only, and the multi-purpose wall sign shall face State Highway 121 or Preston Road. A maximum of two multipurpose wall signs are allowed within the district.

ii. Directional Signs

- A directional sign is any noncommercial sign, which directs the public to various locations, for instance, but not limited to, the retail, apartments, office or parking areas within the planned development district.
- A directional sign may be a freestanding sign, a wall sign, a projecting sign, or a sign mounted to a vertical support. These signs shall not contain advertising and shall be specifically directional in nature.
- A directional sign mounted to a vertical support shall not exceed 15 square feet and the maximum sign width is three feet wide. The bottom of the sign shall not fall below four feet from the ground surface.

7. A maximum of 800 multifamily units shall be allowed within the district.

Specific Provisions of the Planned Development - Tract 1

1. Uses: ~~Multifamily is prohibited.~~

a. Multifamily is prohibited

b. A minimum 350,000 sq. ft. of multistory office building(s) shall be provided within Tract 1.

2. Design Standards

- a. **Building Placement and Orientation:** Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb, except along quasi-public streets with a curve radius less than 250 feet from the centerline, which shall adhere to a minimum of 60%. Parking structures are exempt. Where easements are present, the buildings shall be built to the easement line.
- b. **Streetscape:** Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
- c. **Landscaping**
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements), Sections 4.800 (State Highway 121 Overlay District) and 4.500 (Preston Road Overlay District).
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - iv. Where service areas for nonresidential uses face Tract 2 and/or Tract 3, a minimum 10 foot landscape edge shall be provided including screening shrubbery and trees planted at an average rate of one tree per 50 linear feet of the landscape edge length. A minimum six-foot high (maximum eight-foot high) ornamental fence may be provided within this required landscape edge.
- d. **Maximum Lot Coverage:** 80%

Specific Provisions of the Planned Development - Tract 2

1. Uses

- a. Tract 2 must be developed using the standards required by the planned development district for multifamily development. However, Tract 2 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay District regulations contained within the Zoning Ordinance. The initial development for Tract 2 will determine the standards to be used for the remainder of the property with Tract 2.
- b. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
- c. Multifamily is a permitted use by right within Tract 2.

2. Design Standards

- a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Streetscape
 - i. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
- c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
- d. Maximum Lot Coverage: 80%

3. Multifamily Design Standards

- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
- c. Minimum Floor Area per Dwelling Unit: 500 square feet.
- d. Minimum Rear and Side Yard Setbacks: none.
- e. Quasi-public streets and required open space shall be excluded from density calculations.
- f. Maximum Density: 65 units per acre
- g. Minimum Density: 33 units per acre
- h. Maximum Lot Coverage: None.

Specific Provisions of the Planned Development - Tract 3

1. Uses
 - a. Tract 3 must be developed using the standards required by the planned development district for multifamily development. However, Tract 3 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay Districts' regulations contained within the Zoning Ordinance. The initial development for Tract 3 will determine the standards to be used for the remainder of the property with Tract 3.
 - b. Multifamily is a permitted use by right within Tract 3. Tract 3 may be developed as multifamily only if Tract 2 is also developed as multifamily. Otherwise Tract 3 shall be developed in accordance with the Commercial Employment (CE) zoning district.
 - c. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.

2. Design Standards
 - a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
 - b. Streetscape
 - i. Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
 - c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - d. Maximum Lot Coverage: 80%.

3. Multifamily Design Standards

- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
- c. The Minimum Floor Area per Dwelling Unit: 500 square feet.
- d. Minimum Rear and Side Yard Setbacks: none
- e. Quasi-public streets and required open space shall be excluded from density calculations.
- f. Maximum Density: 65 units per acre
- g. Minimum Density: 33 units per acre
- h. Maximum Lot Coverage: None

The Commissioners voting in opposition to the motion believed that the project as designed is not a true mixed-use project and that it has the potential to be designed better. The Commissioners prefer the project have higher residential densities, less large surface parking lots, improved walk-ability, and more property being developed as buildings.

BM/dc

xc: Robert Dozier, Lincoln Property Company
Larry Good, Good Fulton and Farrell Planning

October 12, 2011

MEMO

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

FROM: Tina M. Firgens, Planning Manager

SUBJECT: Zoning Case 2011-27

Subsequent to the Planning & Zoning Commission's consideration of Zoning Case 2011-27, staff determined that additional clarification language is needed for the proposed ordinance, regarding the advertising of tenants on the requested multipurpose wall signs. It is the applicant's desire for any occupants located within Tract 1 to be advertised on the requested multipurpose wall signs that shall face State Highway 121 and/or Preston Road.

Should the City Council be favorable of the proposed rezoning request and recommend approval, staff recommends the following language be added to the planned development ordinance and included in the Council's motion:

Multipurpose wall signs may only be used to advertise occupants located within Tract 1.

The proposed change is consistent with the Commission's recommendation for approval of Zoning Case 2011-27.

**Recommendation of the Planning & Zoning Commission
October 3, 2011 Meeting
Second Vice-Chair's Report**

Zoning Case 2011-27 – Request to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road from Commercial Employment to Planned Development-Commercial Employment. Zoned Commercial Employment/State Highway 121 and Preston Road Overlay Districts.

Applicant: Lincoln Property Company

Staff Recommendation: Denial

Commission Action: Request was approved 5-2. Chairman Caso, Second Vice Chair Coleman, Commissioners Balda, Norton, and Smith supported approval of the request. Comments included:

- The existing Commercial Employment zoning already allows for retail, restaurant and office uses with multifamily residential allowed by specific use permit.
- The proposed development fulfills the intent of the city's Mixed Use Policy Statement, specifically meeting the basic requirements for:
 - Integration of multiple uses.
 - Density. The majority of buildings are clustered with a height of two to three stories.
 - Pedestrian orientation. The development is compact with wide sidewalks, shade trees, and marked crossings.
 - Connectivity. A grid of tree-lined, quasi-public streets connects the retail and residential uses.
 - Parking. Fifty percent of parking is in garages with the remaining surface and on street.
 - Public space. The development features a signature public space with a pavilion, outdoor public venue, and picnic space.
- The proposed multifamily residential is generally beyond the 1200-foot buffer from the centerline of State Highway 121.
- The retail, restaurant, office, and multifamily residential uses are compatible with the existing uses that surround the proposed development.

First Vice Chair Downs and Commissioner Dry supported denial of the request. Comments included:

- The proposed multifamily residential use does not comply with the Future Land Use Plan of the Comprehensive Plan regarding the preservation of land along expressway corridors for economic development and employment opportunities.
- A property of this size with a single owner should be preserved to attract businesses that can expand the employment base.

- The proposed development does not meet the significant criteria of the city's Mixed Use Policy Statement, specifically:
 - The development lacks the integration of uses and densities typified by Legacy Town Center.
 - Pedestrian Orientation. The proposed arrangement and design of the buildings does not promote walk-ability within the development.
 - Connectivity. The proposed buildings are not tightly grouped or connected.
 - Parking. The large amount of proposed surface parking separates the retail/commercial buildings, lessening the compactness typified by true mixed-use developments.
- If multifamily residential is allowed, it should be a higher density with more land in the proposed development allocated to office and/or entertainment use.

Additional Comments: The Commission amended the approved Planned Development to include a maximum of 800 multifamily units and a minimum of 350,000 square feet of office space within Tract 1. The concept plan associated with this case was also approved by the Commission by a 5-2 vote.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Michael Coleman", with a long horizontal flourish extending to the right.

Michael Coleman
Second Vice Chair
Planning & Zoning Commission

CITY OF PLANO

PLANNING & ZONING COMMISSION

October 3, 2011

Agenda Item No. 7A

Public Hearing: Zoning Case 2011-27

Applicant: Lincoln Property Company

DESCRIPTION:

Request to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road **from** Commercial Employment **to** Planned Development-Commercial Employment. Zoned Commercial Employment/State Highway 121 and Preston Road Overlay Districts.

REMARKS:

The purpose of this request is to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road from Commercial Employment (CE) to Planned Development-Commercial Employment (PD-CE). The CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The CE district presently allows additional multifamily dwelling units subject to approval of a specific use permit. The major focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting. A planned development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

The PD district proposes the following: retaining the existing uses allowed within the CE zoning district; adding provisions to allow multifamily uses by right; modifying the area, yard, and bulk requirements; and modifying parking, landscaping, screening, and signage requirements. A concept plan, Village 121 Addition, accompanies this request as Agenda Item No. 7B.

Surrounding Land Use and Zoning

The area of the request is currently undeveloped. To the north, across State Highway 121, the properties are within the city of Frisco and developed with retail uses, including a regional mall property. The property to the west is zoned CE, has a retail store, and is

otherwise primarily vacant. To the northeast across Preston Road, there is an existing retail shopping center zoned Regional Commercial (RC). The property to the southeast, across Preston Road, is zoned Planned-Development-20-Mixed Use (PD-20-MU) and is partially developed with retail, office, and multifamily uses.

Proposed Planned Development Stipulations

The requested zoning is Planned Development-Commercial Employment. There are two primary parts to this request: land use and design standards.

Land Use - The applicant proposes to retain CE as the base zoning district. The CE base zoning would permit retail, restaurants, office, and light-intensity manufacturing uses currently allowed. The CE district presently allows additional multifamily dwelling units subject to approval of a specific use permit. Therefore, the applicant is requesting to allow multifamily by right. The range of multifamily units that could potentially be built within the proposed PD is approximately 1,215 to 2,390 units due to the minimum and maximum densities being proposed. However, the stipulations allow for quasi-public streets and required open space to be excluded from density calculations which allows a developer to provide fewer number of units. As such, the applicant proposes to construct 759 multifamily residence units by right, with retail, restaurants, office, and live/work uses on the first floor of the residential buildings.

Design Standards - The request proposes a mix of commercial and residential uses within the development, similar to the Haggar Square (PD-20-MU) development at the northwest corner of Rasor Boulevard and Ohio Drive. The concept plan indicates primarily one-story restaurant and retail buildings of suburban scale on the northwest and southeast areas of the property with surface parking. Multistory office buildings and parking structures are planned at the center and northeast areas of the development. Multifamily uses are planned for the southern portion of the property. Quasi-public streets with parallel parking are proposed to connect the entire development. Two large open spaces with outdoor pavilions form the core and focus of the proposed development. The retail and restaurant buildings are placed closer to the internal quasi-public streets than to the State Highway 121 frontage road and Preston Road.

The property is divided into three tracts. Tract 1 (47.9 acres) allows for all nonresidential uses permitted in the CE district, and the development standards provide for the modification of the area, yard, and bulk requirements as well as providing modified standards related to parking, landscaping, screening, and signage requirements. Multifamily is prohibited in Tract 1. Tract 2 (27.9 acres) and Tract 3 (8.6 acres) allows for both nonresidential and residential uses, and the development standards provide for the modification of the area, yard, and bulk requirements as well as providing modified standards related to parking, landscaping, screening, and multifamily requirements. If properties within Tracts 2 and 3 develop as multifamily uses, the development shall follow the standards required by the PD district for multifamily. Otherwise, nonresidential uses shall be developed in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay Districts' regulations contained within the Zoning Ordinance, except as otherwise amended in the PD. It is important to note that the initial developments within Tracts 2 and 3 will determine the standards to be used for the remainder of the properties within

each tract respectively. Also, in order for Tract 3 to be developed as multifamily, Tract 2 must be developed as multifamily. Should Tract 2 develop as nonresidential uses, Tract 3 cannot develop as multifamily.

This request is for PD-CE zoning with the following stipulations.

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Quasi-Public Streets
 - a. Quasi-public streets shall be provided throughout the district, consistent with as shown on the zoning exhibit.
 - b. Quasi-Public Streets Definition: Quasi-public streets are privately owned and maintained drives open to public access. A fire lane shall be located within all quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
3. Parking Regulations
 - a. The minimum required parking shall be as follows:
 - i. Multifamily - 1.5 spaces per unit
 - ii. All nonresidential uses: Parking requirements shall be determined as provided in Section 3.1100 (Off-Street Parking and Loading) of the Zoning Ordinance.
 - b. On-street parking adjacent to each lot may count toward the required parking for that lot and shall be permitted on both sides of quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety.
 - c. No parking is required for outdoor patio and sidewalk cafe/dining areas or other public seating areas except for freestanding restaurants.
4. Screening
 - a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000)

- ii. Overhead doors if service area or loading dock is located internal to the building; or
 - iii. Any combination of the above.
5. Open space
 - a. A minimum of five acres of open space shall be required within the planned development district.
 - b. The open space shall be open to the public at all times
 - c. A minimum of two open space areas shall be provided in Tract 2 and each open space area shall not be less than 0.5 acre in area. A minimum of one open space area shall be provided in Tract 3 and this open space area shall not be less than 0.5 acre in area. In all tracts, the required open space areas shall not have a dimension less than 80 feet.
6. Signage
 - a. In addition to signs permitted by Section 3.1600 of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible.
 - i. Multi-Purpose Wall Signs
 - A multi-purpose wall sign is any sign mounted on the wall of a building which is used to identify shopping centers, retail districts, office districts, or commercial sites and may include a listing of occupants within the development being identified.
 - Multi-purpose wall signs are exempt from Subsections 3.1603 (1)(b) and (2)(f) of Section 3.1600.
 - A multi-purpose wall sign shall not be limited in height or width except that the sign shall be limited to 300 square feet in size.
 - A maximum of one multi-purpose wall sign may be mounted to a parking structure that has street frontage along State Highway 121 and/or Preston Road only, and the multi-purpose wall sign shall face State Highway 121 or Preston Road. A maximum of two multipurpose wall signs are allowed within the district.
 - ii. Directional Signs
 - A directional sign is any noncommercial sign, which directs the public to various locations, for instance, but not limited to, the retail, apartments, office or parking areas within the planned development district.
 - A directional sign may be a freestanding sign, a wall sign, a projecting sign, or a sign mounted to a vertical support. These signs shall not contain advertising and shall be specifically directional in nature.

- A directional sign mounted to a vertical support shall not exceed 15 square feet and the maximum sign width is three feet wide. The bottom of the sign shall not fall below four feet from the ground surface.

Specific Provisions of the Planned Development - Tract 1

1. Uses : Multifamily is prohibited
2. Design Standards
 - a. Building Placement and Orientation: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb, except along quasi-public streets with a curve radius less than 250 feet from the centerline, which shall adhere to a minimum of 60%. Parking structures are exempt. Where easements are present, the buildings shall be built to the easement line.
 - b. Streetscape: Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements), Sections 4.800 (State Highway 121 Overlay District) and 4.500 (Preston Road Overlay District).
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - iv. Where service areas for nonresidential uses face Tract 2 and/or Tract 3, a minimum 10 foot landscape edge shall be provided including screening shrubbery and trees planted at an average rate of one tree per 50 linear feet of the landscape edge length. A minimum six-foot high (maximum eight-foot high) ornamental fence may be provided within this required landscape edge.
 - d. Maximum Lot Coverage: 80%

Specific Provisions of the Planned Development - Tract 2

1. Uses

- a. Tract 2 must be developed using the standards required by the planned development district for multifamily development. However, Tract 2 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay District regulations contained within the Zoning Ordinance. The initial development for Tract 2 will determine the standards to be used for the remainder of the property with Tract 2.
- b. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
- c. Multifamily is a permitted use by right within Tract 2.

2. Design Standards

- a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Streetscape
 - i. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
- c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
- d. Maximum Lot Coverage: 80%

3. Multifamily Design Standards

- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.

- b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
- c. Minimum Floor Area per Dwelling Unit: 500 square feet.
- d. Minimum Rear and Side Yard Setbacks: none.
- e. Quasi-public streets and required open space shall be excluded from density calculations.
- f. Maximum Density: 65 units per acre
- g. Minimum Density: 33 units per acre
- h. Maximum Lot Coverage: None.

Specific Provisions of the Planned Development - Tract 3

1. Uses

- a. Tract 3 must be developed using the standards required by the planned development district for multifamily development. However, Tract 3 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay Districts' regulations contained within the Zoning Ordinance. The initial development for Tract 3 will determine the standards to be used for the remainder of the property with Tract 3.
- b. Multifamily is a permitted use by right within Tract 3. Tract 3 may be developed as multifamily only if Tract 2 is also developed as multifamily. Otherwise Tract 3 shall be developed in accordance with the Commercial Employment (CE) zoning district.
- c. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.

2. Design Standards

- a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Streetscape
 - i. Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.

- a. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - b. Maximum Lot Coverage: 80%.
3. Multifamily Design Standards
- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
 - b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
 - c. The Minimum Floor Area per Dwelling Unit: 500 square feet.
 - d. Minimum Rear and Side Yard Setbacks: none
 - e. Quasi-public streets and required open space shall be excluded from density calculations.
 - f. Maximum Density: 65 units per acre
 - g. Minimum Density: 33 units per acre
 - h. Maximum Lot Coverage: None

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, and the proposed retail, office and restaurant uses are consistent with this policy. However, the multifamily portion is not in conformance with the Future Land Use Plan since the applicant is proposing multifamily residential development which is not consistent with preserving land for economic development and employment opportunities.

Adequacy of Public Facilities

Water and sanitary sewer services are available to serve the subject property. The developer of the property shall be responsible for confirming the available sanitary sewer capacity.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

ISSUES:

Future Land Use Plan

As noted above, 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. Development in these major corridors is also expected to include a mix of commercial, office, and technical production uses. The proposed multifamily residential development is not in conformance with the Future Land Use Plan since it does not provide for economic development and employment opportunities.

Economic Development Element and Land Use Element

The Economic Development Element and the Land Use Element policies of the Comprehensive Plan discourage rezoning properties for residential uses in prime economic development areas of the city and accommodating immediate development opportunities. The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts, and to take advantage of future nonresidential development opportunities which would increase the tax base and provide employment opportunities for Plano residents. State Highway 121 is a regional development corridor that runs along the northern boundary of the City of Plano. It is highly visible, readily accessible, and suitable for many commercial uses that create base employment for the city. Retailers and office developers state that locations along expressway corridors are important for business success.

Staff believes that it is important for the city to retain an adequate supply of undeveloped nonresidential land for future economic development opportunities. Therefore, rezoning properties within the prime economic development areas is generally not recommended and should not be rezoned to accommodate immediate development opportunities. Having undeveloped land within the city is an asset for Plano as it allows the city to attract businesses and provide for base employment opportunities, as well as increased property values and revenues for the city. This property is a large property that is under single ownership which provides potential flexibility in the design and orientation of development that can adequately incorporate a variety of economic development opportunities and create employment opportunities as well.

Residential Use in a Major Corridor

The Housing Density Policy Statement of the Comprehensive Plan recommends no residential development within 1,200 feet of the centerline of State Highway 121, and the Infill Housing Policy Statement reaffirms that residential development within expressway corridors should be avoided. A reason for the 1,200-foot setback provision is due to proximity of residential uses to an expressway and promoting a livable

residential environment. The setback allows for commercial development to serve as a buffer for residential uses located beyond the 1,200 foot distance.

While the proposed multifamily residential is generally at and beyond the 1,200 buffer, (approximately 1,155 feet from the highway centerline), the Economic Development Element and the Land Use Element policies discourage residential intrusions into the State Highway 121 corridor in order to retain and preserve the land for future economic development opportunities. The policies further encourage a careful examination of residential rezoning requests to ensure that proposed locations are suitable for residential development and that Plano's economic viability is not jeopardized in order to accommodate short-term demand. Residential requests should be evaluated to determine if the proposed use is the best suitable use long-term for property that is otherwise a prime location for economic development opportunities.

The Commission revisited the 1,200 residential setback policy in September 2011 and recommended that the setback be reduced to 750 feet, as measured from the State Highway 121 centerline. Staff has not discussed this policy revision with the City Council to determine whether or not the Council supports modifying this policy.

Regardless of the residential setback distance from State Highway 121, the Housing Density and Infill Housing Policy Statements recognize that well integrated pedestrian-oriented mixed use centers may be appropriate within expressway corridors including allowing for residential development in a mixed use context. An example of this is the Legacy Town Center development. Requests for mixed use centers should be evaluated in accordance with the city's adopted Mixed Use Policy Statement when considering whether a proposed development furthers the objectives of the Housing Density and Infill Housing Policy Statements.

Mixed Use Policy Statement

The Mixed Use Policy Statement of the Comprehensive Plan defines mixed use as vertical or horizontal integration of multiple uses that promotes easy access among uses and amenities, especially by pedestrians. The mixed use policy also provides a framework that is intended to assist with the evaluation of proposals for mixed use projects. The following is an analysis of the proposed request compared to the policy criteria.

- **Location and Context Sensitivity** - The Mixed Use Policy Statement encourages proposed mixed use projects to be sensitive to surrounding land uses and character of an area. An important criteria to consider is, if the same uses were to be considered alone, would each use be appropriate in this location? The proposed multifamily would not be appropriate if it were considered alone because it is secluded from other residential uses and does not have supporting infrastructure nearby for residential uses (i.e. parks and schools). As a whole, the proposed uses are not well integrated within the development, particularly given the rear sides and service areas for the retail buildings being oriented towards the multifamily. The front facades for the larger retail buildings are oriented towards State Highway 121 and are not designed to be integrated with the proposed multifamily.

- **Multiple Uses/Integration of Uses** - The Mixed Use Policy Statement encourages buildings and uses that are well integrated and tightly connected or grouped. The policy considers whether the combining of land uses promotes easy access among stores, services, and amenities used by pedestrians. Additionally, it considers whether the first phase of the development is sufficient to stand on its own as a mixed use development. The proposed buildings are not tightly connected and grouped, particularly within the northern tract, as is expected in a mixed use development. The residential buildings on the southern tract are positioned closer to the quasi-public streets providing for closer connectivity. Staff is concerned that the residential portion of the development will not be sufficient to stand on its own if it is developed first because it lacks other amenities and uses that support a livable residential environment. The proposed development has limited nonresidential elements that enhance the livability of the residential portion of the development.

The proposed project is typical of suburban retail developments with potential pad sites along State Highway 121 and Preston Road, with larger retail building behind the pad sites. The nonresidential building layouts and surface parking arrangements, coupled with the multifamily uses, are not all integrated in a manner that creates a single and cohesive development project.

- **Density** - The proposed multifamily minimum density of 33 units per acre does not allow for more compact development as is supported by the mixed use policy. Legacy Town Center has a minimum density of 40 dwelling units per acre, of which many of the multifamily projects have developed at densities higher than 60 units per acre to promote the compactness of development. Furthermore, the majority of the subject property is used for surface parking which hinders building compactness.
- **Pedestrian Orientation** - The site layout has the potential to provide a convenient, attractive, and safe pedestrian system. Additionally, the open space provides an overall amenity for pedestrians. However, the overall building design and compactness does not promote connectivity and walk-ability within the development. The proposed suburban density, combined with the overall arrangement of uses and buildings, promotes automobile use more than any other transportation mode. One has to drive to, in, and around the development. People cannot comfortably walk without being tempted to move their car. The physical arrangement and design of the buildings does not support a pedestrian environment. Furthermore, the project fails to fully integrate the proposed uses into a pedestrian-oriented environment.
- **Parking** - The policy statement does not require structured parking, recognizing that it may be a barrier to development. Therefore, the policy provides criteria for evaluating the amount and design of surface parking. In this case, the proposed development provides the majority of the parking on the north side of the larger retail buildings so that it is away from the pedestrian areas along the quasi-public streets, thus being consistent with the policy statement. However, the

retail/commercial buildings proposed along State Highway 121, in relation to the larger retail buildings near the center of the development, loses the compactness of an urban development given the surface parking that separates the buildings.

As stated previously, the Housing Density and Infill Housing Policy Statements recognize that well integrated pedestrian-oriented mixed use centers may be appropriate within expressway corridors. However, this proposed project does not resemble the density and design that is expected of a mixed use development. The project is more of a multi-use development instead of a mixed use development with residential and commercial uses on the same site that are primarily physically and functionally separated from each other. The individual parts of the development are largely self reliant entities with cross access to each other.

Overall, staff believes that the requested zoning as proposed does not address the significant criteria of the mixed use policy statement due to: the lack of appropriateness for residential uses within the expressway corridor; the arrangement of uses; dependence on the automobile to navigate the development; and the lower densities being proposed. If the city is to consider allowing a mixed use development in an area otherwise prime for economic development and employment growth, then the proposed development needs to strongly resemble a mixed use development consistent with city policies. Otherwise, the city should not be compelled to change the existing zoning. Furthermore, staff believes that the proposed development is not the best and most appropriate development for the site.

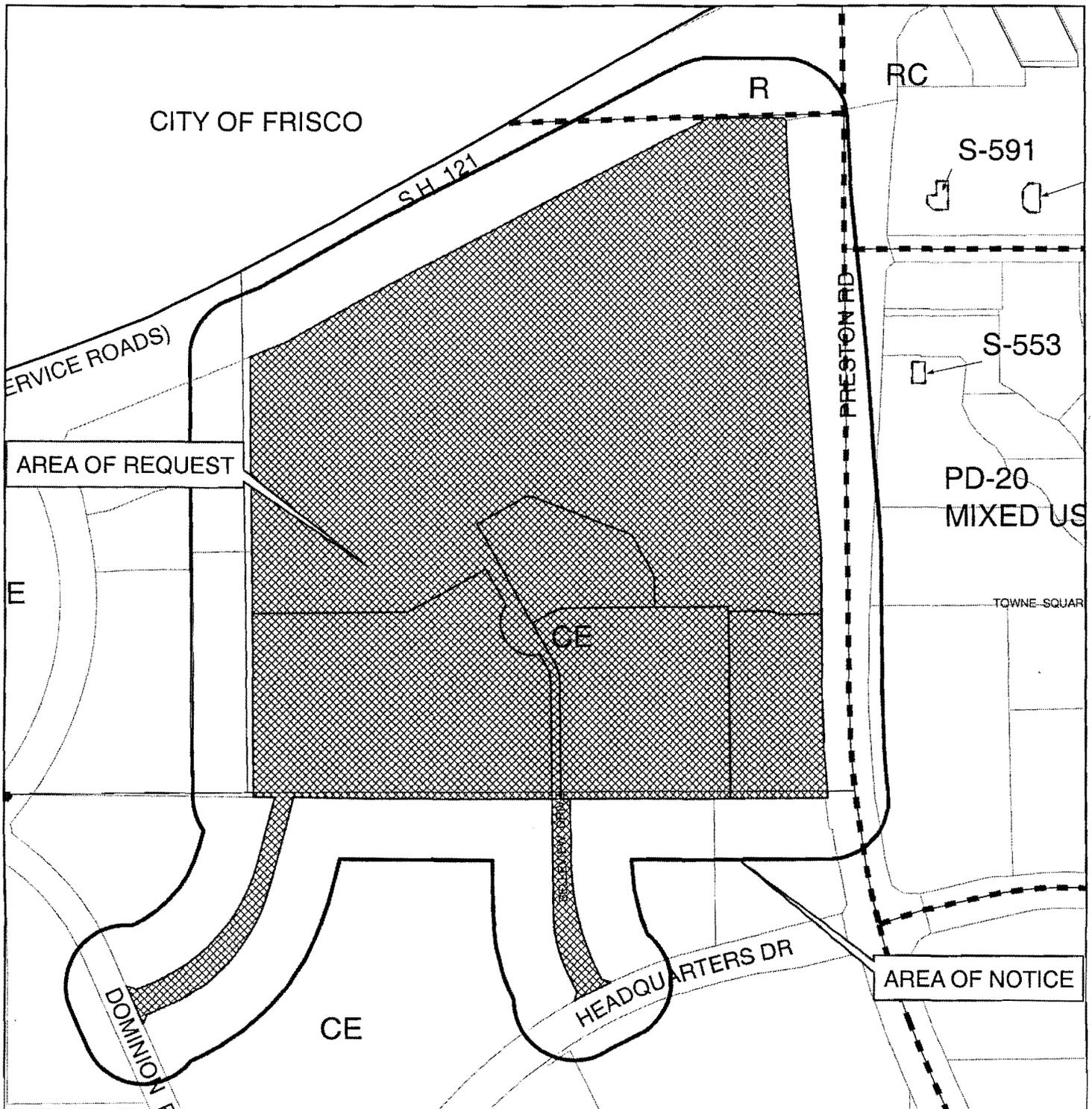
SUMMARY:

The applicant is requesting to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road **from** CE **to** PD-CE. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan regarding the preservation of land within major expressway corridors and employment centers for economic development and employment opportunities. Furthermore, the request is not consistent with the Housing Density, Infill Housing, and Mixed Use Policy Statements regarding allowing mixed use developments within the expressway corridors. The proposed development fails to meet the more significant mixed use criteria as outlined in the Mixed Use Policy Statement of the Comprehensive Plan.

The site is a prime location with significant potential for economic development that will provide for employment opportunities as envisioned in the Future Land Use Plan. The current CE zoning also provides numerous commercial uses that are more suitable at this location than introducing multifamily residential uses as proposed. Therefore, staff recommends denial of the requested rezoning from CE to PD-CE.

RECOMMENDATIONS:

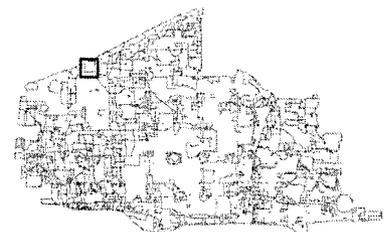
Recommended for denial.

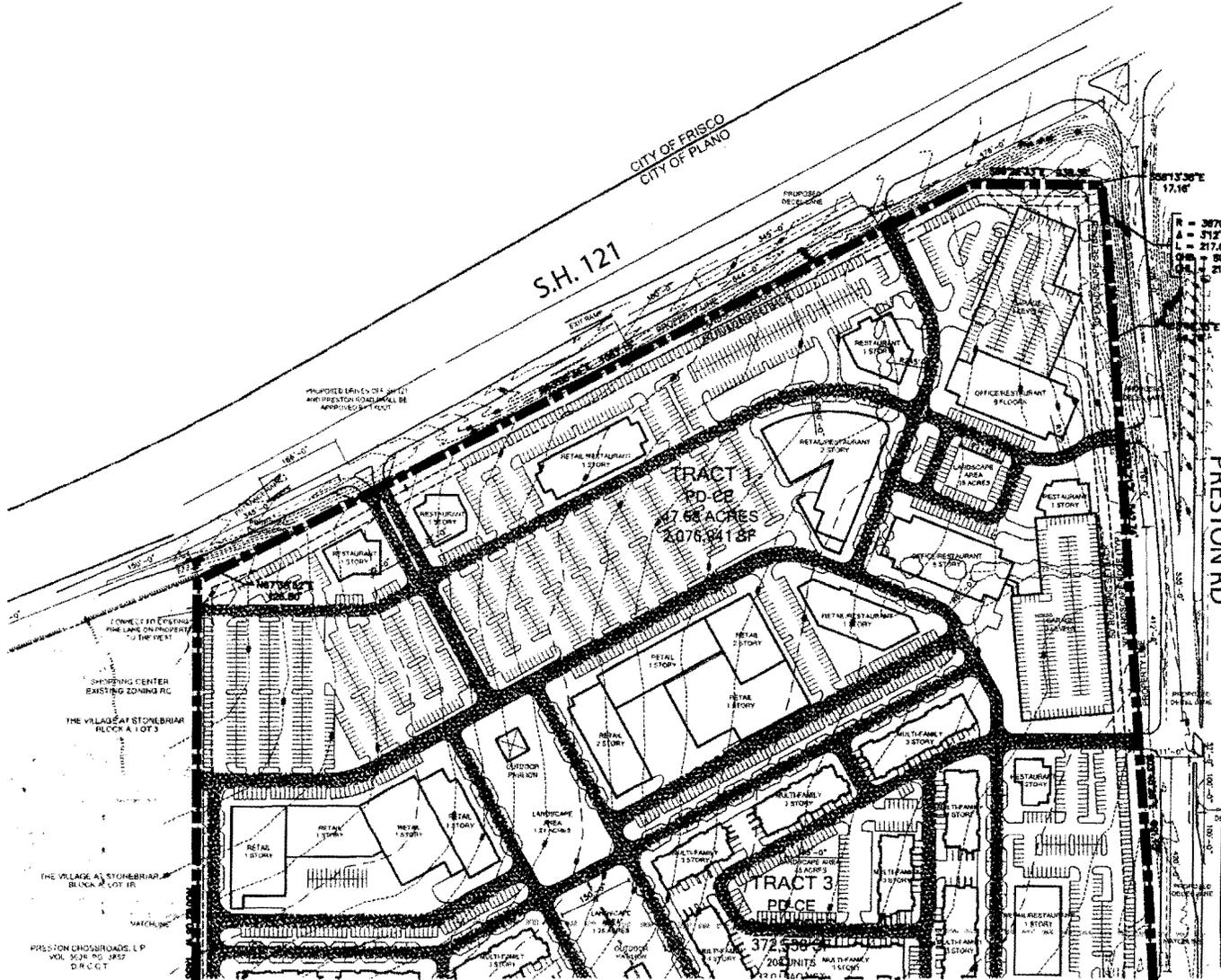


Zoning Case #: 2011-27

Existing Zoning: COMMERCIAL EMPLOYMENT/
STATE HIGHWAY 121 & PRESTON ROAD OVERLAY DISTRICTS

○ 200' Notification Buffer





CITY OF FRISCO
CITY OF PLANO
S.H. 121

SHOPPING CENTER
EXISTING ZONING RC

PROPOSED DRIVEWAY OFF S.H. 121 AND PRESTON ROAD SHALL BE APPROVED BY TRACT

R = 3870.77'
A = 312.44'
L = 217.00'
C = 502.06 DIT'
C = 216.97'

ZONING RC
PRESTON 101
BLOCK 1 LOT 5

McDERMOTT ROAD
PD 20
THE CANAL ON PRESTON
BLOCK A LOT 1

PRESTON RD

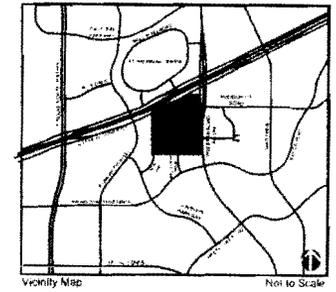
WILLIAM BROWN SURVEY
ABSTRACT NO. 96
TRACT 30

WILLIAM BROWN SURVEY
ABSTRACT NO. 96
TRACT 29

PD 20
PRESTON CREEK
SHOPPING CENTER
BLOCK A LOT 1

PROPOSED DRIVEWAY OFF S.H. 121 AND PRESTON ROAD SHALL BE APPROVED BY TRACT

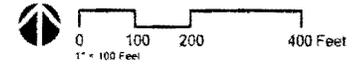
PD 20
PRESTON CREEK
SHOPPING CENTER
BLOCK A LOT 2



Notes:
All development within the property boundary is proposed.
Property lies within both the Preston and SH 121 Overlay Districts.
Proposed zoning, PD Mixed Use.
All fire lanes must be fire lane access and utility easements.
All streets are two way streets.
Multi-Family units per acre are calculated net of roads, quasi-public streets and open space.
All quasi-public streets are 24 feet in width unless otherwise noted.

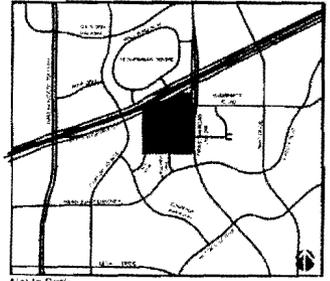
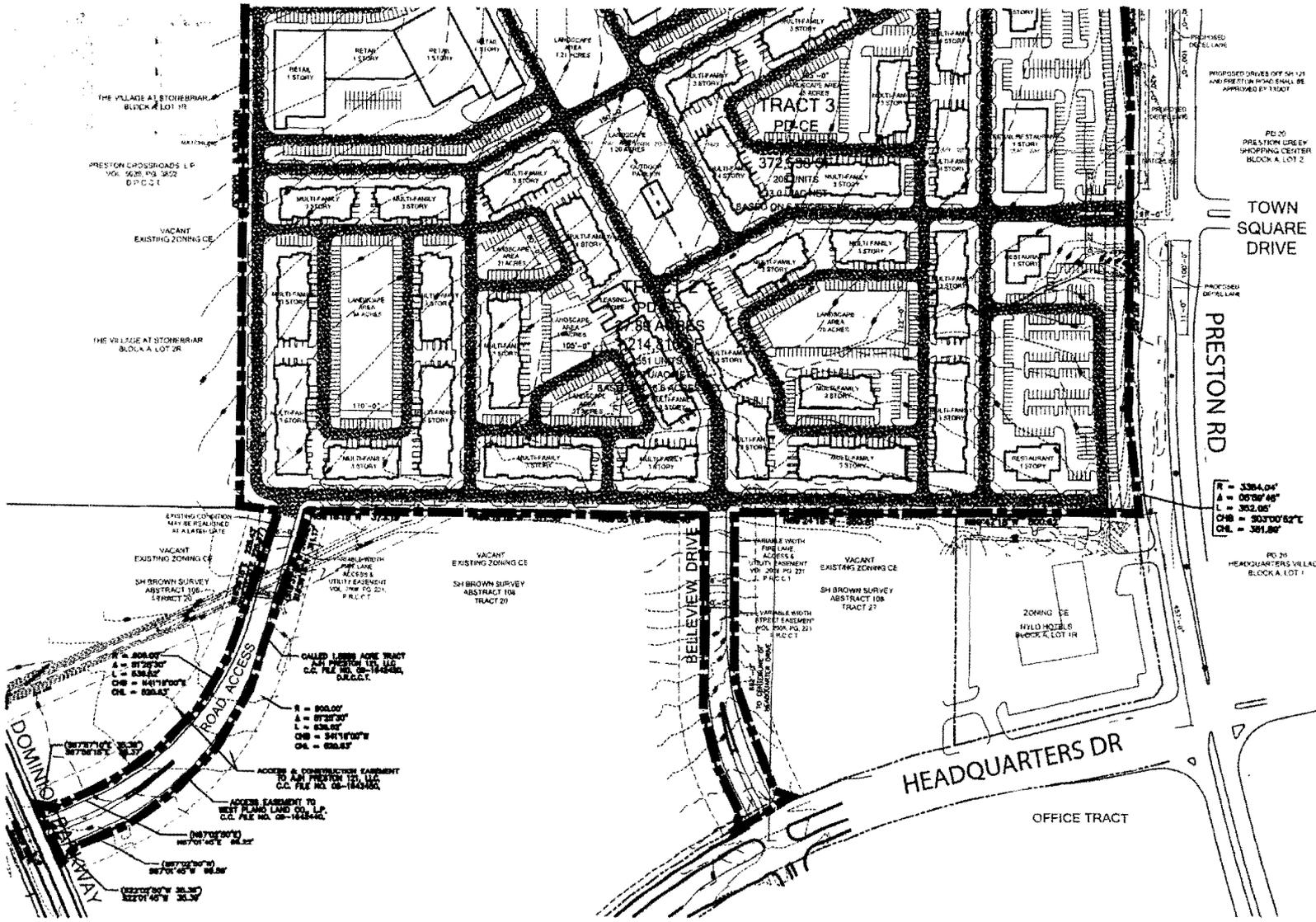
SITE DATA SUMMARY TABLE:

ZONING	PD-CE
LAND USE	RETAIL, RESTAURANT, OFFICE, MULTI-FAMILY
LOT AREA	3,664,295 SF OR 84.13 ACRES
BUILDING FOOTPRINT AREA	681,700 SF
TOTAL BLDG AREA	1,706,800 SF 359 UNITS
BLDG HEIGHT	6 STORIES
BLDG HEIGHT TALLEST BLDG ELEMENT	90 FEET
LOT COVERAGE	18%
FLOOR AREA RATIO	.473
PARKING RATIO	RETAIL: 1,200; REST: 1,100; MF: 1.5/UNIT; OFFICE: 1,300
PARKING REQUIRED	4,054 SPACES
PARKING PROVIDED	4,316 SPACES



For Staff Use

<p>Owner Lincoln Property Company Contact: Robert Dozier 2000 McKinney Avenue Suite 1000 Dallas, Texas 75201-1954 214 740-3300</p>	<p>GFF Planning 2808 Fairmount Street Suite 300 Dallas, Texas 75231 214 303 1500/Tel 214 319 1512/Fax www.gff.com</p>	<p>Lot 1, Block 1 Job #: 05172.05 File Name: Snc-PD ConceptPlan2.dwg Date: 09/28/11 Drawn by: R. Lawrence Good / Brian E. Moore</p>	<p>CONCEPT PLAN - North Being Conveyance Lots 1, 2, 3, 4, and 5, Block 1, Village 121 Addition, Volume 2008, Page 221 P.R.C.C.T. Village 121 84.13 Acres Net Plano, Texas Collin County, Texas Survey Name: Jubeez Digmin Survey Abstract No: No. 279, Block 1, Lots 1 - 5</p>
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Notes

All development within the property boundary extents is proposed.

Property lies within both the Preston and SH 121 Overlay Districts

Proposed zoning: PD Mixed Use.

All fire lanes must be fire lane access and utility easements.

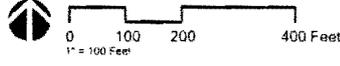
All streets are two way streets.

Multi-Family units per acre are calculated net of roads, quasi-public streets and open space.

All quasi-public streets are 24 feet in width unless otherwise noted.

SITE DATA SUMMARY TABLE:

ZONING	PD-MIXE
LAND USE	RETAIL, RESTAURANT, OFFICE, MULTI-FAMILY
LOT AREA	3,664,295 SF OR 84.13 ACRES
BUILDING FOOTPRINT AREA	681,700 SF
TOTAL BLDG. AREA	1,706,900 SF 759 UNITS
BLDG HEIGHT STORIES	6 STORIES
BLDG HEIGHT TALLEST BLDG ELEMENT	261 FEET
LOT COVERAGE	18%
FLOOR AREA RATIO	47.1
PARKING RATIO	RETAIL 1,200, FRESI, 1,100 MF 1 SAJUNT OFFICE 1,300
PARKING REQUIRED	4,054 SPACES
PARKING PROVIDED	4,315 SPACES



For Staff Use

R = 3364.04'
A = 6070'46"
L = 3032.08'
CB = 30370'82"
CL = 301.88'

PD 20 HEADQUARTERS VILLAGE BLOCK A, LOT 1

Owner:
Lincoln Property Company
Contact: Robert Orzler
2000 McKinney Avenue
Suite 1000
Dallas, Texas 75201-1954
214.740.3300



GFF Planning

2808 Fairmount Street
Suite 300
Dallas, Texas 75201

214.303.1500/Tel
214.303.1512/Fax
www.gff.com

Lot 1, Block 1

Job #: 05172.05
File Name: Site-PD ConceptPlan2.dwg
Date: 09/28/11
Drawn by: R. Lawrence Good / Brian E. Moore

CONCEPT PLAN - South
Being Conveyance Lots 1, 2, 3, 4, and 5, Block 1,
Village 121 Addition, Volume 2008, Page 221 P.R.C.C.T.
Village 121 84.13 Acres Net
Plano, Texas Collin County, Texas
Survey Name: Jubez Dapman Survey
Abstract No. No. 279, Block 1, Lots 1 - 5

Zoning Case 2011-27

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 108.2± acres out of the Samuel H. Brown Survey, Abstract No. 108, the William Brown Survey, Abstract No. 66, and the Jubez Digman Survey, Abstract No. 279, located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of October, 2011, for the purpose of considering rezoning 108.2± acres out of the Samuel H. Brown Survey, Abstract No. 108, the William Brown Survey, Abstract No. 66, and the Jubez Digman Survey, Abstract No. 279, located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-Commercial Employment; 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 24th day of October, 2011; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 108.2± acres out of the Samuel H. Brown Survey, Abstract No. 108, the William Brown Survey, Abstract No. 66, and the Jubez Digman Survey, Abstract No. 279, located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-

Commercial Employment, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Quasi-Public Streets
 - a. Quasi-public streets shall be provided throughout the district, consistent with as shown on the zoning exhibit.
 - b. Quasi-Public Streets Definition: Quasi-public streets are privately owned and maintained drives open to public access. A fire lane shall be located within all quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
3. Parking Regulations
 - a. The minimum required parking shall be as follows:
 - i. Multifamily - 1.5 spaces per unit
 - ii. All nonresidential uses: Parking requirements shall be determined as provided in Section 3.1100 (Off-Street Parking and Loading) of the Zoning Ordinance.
 - b. On-street parking adjacent to each lot may count toward the required parking for that lot and shall be permitted on both sides of quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety.
 - c. No parking is required for outdoor patio and sidewalk cafe/dining areas or other public seating areas except for freestanding restaurants.
4. Screening
 - a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000)

- ii. Overhead doors if service area or loading dock is located internal to the building; or
 - iii. Any combination of the above.
5. Open space
 - a. A minimum of five acres of open space shall be required within the planned development district.
 - b. The open space shall be open to the public at all times
 - c. A minimum of two open space areas shall be provided in Tract 2 and each open space area shall not be less than 0.5 acre in area. A minimum of one open space area shall be provided in Tract 3 and this open space area shall not be less than 0.5 acre in area. In all tracts, the required open space areas shall not have a dimension less than 80 feet.
6. Signage
 - a. In addition to signs permitted by Section 3.1600 of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible.
 - i. Multi-Purpose Wall Signs
 - A multi-purpose wall sign is any sign mounted on the wall of a building which is used to identify shopping centers, retail districts, office districts, or commercial sites and may include a listing of occupants within the development being identified.
 - Multi-purpose wall signs are exempt from Subsections 3.1603 (1)(b) and (2)(f) of Section 3.1600.
 - A multi-purpose wall sign shall not be limited in height or width except that the sign shall be limited to 300 square feet in size.
 - A maximum of one multi-purpose wall sign may be mounted to a parking structure that has street frontage along State Highway 121 and/or Preston Road only, and the multi-purpose wall sign shall face State Highway 121 or Preston Road. A maximum of two multipurpose wall signs are allowed within the district.
 - ii. Directional Signs
 - A directional sign is any noncommercial sign, which directs the public to various locations, for instance, but not limited to, the retail, apartments, office or parking areas within the planned development district.
 - A directional sign may be a freestanding sign, a wall sign, a projecting sign, or a sign mounted to a vertical support. These signs shall not contain advertising and shall be specifically directional in nature.

- A directional sign mounted to a vertical support shall not exceed 15 square feet and the maximum sign width is three feet wide. The bottom of the sign shall not fall below four feet from the ground surface.

7. A maximum of 800 multifamily units shall be allowed within the district.

Specific Provisions of the Planned Development - Tract 1

1. Uses:

- a. Multifamily is prohibited
- b. A minimum 350,000 sq. ft. of multistory office building(s) shall be provided within Tract 1.

2. Design Standards

- a. Building Placement and Orientation: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb, except along quasi-public streets with a curve radius less than 250 feet from the centerline, which shall adhere to a minimum of 60%. Parking structures are exempt. Where easements are present, the buildings shall be built to the easement line.
- b. Streetscape: Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
- c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements), Sections 4.800 (State Highway 121 Overlay District) and 4.500 (Preston Road Overlay District).
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - iv. Where service areas for nonresidential uses face Tract 2 and/or Tract 3, a minimum 10 foot landscape edge shall be provided including screening shrubbery and trees planted at an average rate of one tree per 50 linear feet of the landscape edge length. A minimum six-foot high (maximum eight-foot high) ornamental fence may be provided within this required landscape edge.
- d. Maximum Lot Coverage: 80%

Specific Provisions of the Planned Development - Tract 2

1. Uses

- a. Tract 2 must be developed using the standards required by the planned development district for multifamily development. However, Tract 2 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay District regulations contained within the Zoning Ordinance. The initial development for Tract 2 will determine the standards to be used for the remainder of the property with Tract 2.
- b. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
- c. Multifamily is a permitted use by right within Tract 2.

2. Design Standards

- a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Streetscape
 - i. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
 - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
- c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
- d. Maximum Lot Coverage: 80%

3. Multifamily Design Standards

- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet

- and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
- b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
 - c. Minimum Floor Area per Dwelling Unit: 500 square feet.
 - d. Minimum Rear and Side Yard Setbacks: none.
 - e. Quasi-public streets and required open space shall be excluded from density calculations.
 - f. Maximum Density: 65 units per acre
 - g. Minimum Density: 33 units per acre
 - h. Maximum Lot Coverage: None.

Specific Provisions of the Planned Development - Tract 3

- 1. Uses
 - a. Tract 3 must be developed using the standards required by the planned development district for multifamily development. However, Tract 3 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay Districts' regulations contained within the Zoning Ordinance. The initial development for Tract 3 will determine the standards to be used for the remainder of the property with Tract 3.
 - b. Multifamily is a permitted use by right within Tract 3. Tract 3 may be developed as multifamily only if Tract 2 is also developed as multifamily. Otherwise Tract 3 shall be developed in accordance with the Commercial Employment (CE) zoning district.
 - c. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
- 2. Design Standards
 - a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
 - b. Streetscape
 - i. Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.

- ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
 - c. Landscaping
 - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
 - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
 - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
 - d. Maximum Lot Coverage: 80%.
- 3. Multifamily Design Standards
 - a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
 - b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
 - c. The Minimum Floor Area per Dwelling Unit: 500 square feet.
 - d. Minimum Rear and Side Yard Setbacks: none
 - e. Quasi-public streets and required open space shall be excluded from density calculations.
 - f. Maximum Density: 65 units per acre
 - g. Minimum Density: 33 units per acre
 - h. Maximum Lot Coverage: None

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

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

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

under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 24TH DAY OF OCTOBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2011-27

BEING a 108.2 acre tract of land situated in the Samuel H. Brown Survey, Abstract No. 108, the William Brown Survey, Abstract No. 66, and the Jubez Digman Survey, Abstract No. 279, City of Plano, Collin County, Texas, and being all of Lots 1, 2, 3, 4, and 5, Block 1, Village at 121 Addition, an addition to the City of Plano, Collin County, Texas, according to the conveyance plat filed for record in Volume 2008, Page 221, Plat Records, Collin County, Texas (P.R.C.C.T.), and including the to the centerline of the adjoining rights-of-way of State Highway 121, State Highway 289 (Preston Road), Headquarters Drive and Dominion Parkway, said 108.184 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the centerline said State Highway 121 with the centerline of said State Highway 289;

THENCE South $00^{\circ} 00' 59''$ East along the centerline of said State Highway 289, a distance of 2,464.86 feet to the point of curvature of a curve to the left having a radius of 3,274.20 feet;

THENCE Southeasterly continuing along the centerline of said State Highway 289, with said curve to then left through a central angle of $06^{\circ} 10' 00''$ for an arc length of 352.45 feet, a chord bearing of South $03^{\circ} 06' 01''$ and a chord distance of 352.28 feet;

THEN North $89^{\circ} 47' 18''$ West along the projected South line of Lot 5, Block 1, Village at 121 Addition and along the South line of said Lot 5 and Lot 3, Block 1, Village at 121 Addition, a distance of 591.17 feet;

THENCE North $89^{\circ} 24' 18''$ West along the South line of said Lot 3, a distance of 250.81 feet;

THENCE North $89^{\circ} 35' 18''$ West continuing along said South line, a distance of 102.68 feet to the East line of Belleview Drive, (a variable width quasi-public street);

THENCE along said East line, the following:

South $00^{\circ} 01' 45''$ East, a distance of 200.30 feet to the point of curvature of a curve to the left having a radius of 850.00 feet;

Southeasterly with said curve to the left through a central angle of $26^{\circ} 48' 56''$, for an arc length of 397.82 feet, a chord bearing of South $13^{\circ} 26' 13''$ East and a chord distance of 394.20 feet;

South $26^{\circ} 50' 41''$ East, a distance of 14.07 feet;

South $70^{\circ} 53' 47''$ East, a distance of 34.66 feet to the northerly right-of-way line of said Headquarters Drive (a 121 foot wide public right-of-way at this point);

THENCE South $24^{\circ} 34' 52''$ East, a distance of 60.50 feet to the centerline of said Headquarters Drive and being the point of curvature of a non-tangent curve to the left having a radius point which bears South $24^{\circ} 34' 52''$ East, a distance of 1,700.00 feet;

THENCE Southwesterly along said centerline with said curve to the left through a central angle of $04^{\circ} 33' 52''$ for an arc length of 135.43 feet, a chord bearing of South $63^{\circ} 08' 12''$ West and a chord distance of 135.39 feet;

THENCE North 29° 08' 43" West, a distance of 60.50 feet to the point of intersection of said northerly right-of-way line of Headquarters Drive with the West line of said Belleview Drive;

THENCE along said West line, the following:

North 17° 11' 56" East, a distance of 34.69 feet;

North 26° 50' 41" West, a distance of 48.52 feet to the point curvature of a curve to the right having a radius of 500.00 feet;

Northwesterly with said curve to the right through a central angle of 26° 48' 56", for an arc length of 234.01 feet, a chord bearing North 13° 26' 13" west and a chord distance of 231.88 feet;

North 00° 01' 45" West, a distance of 369.42 feet to the southeast corner of the aforementioned Lot 4, Block 1, Village at 121 Addition;

THENCE along the South line of said Lot 4, the following:

North 89° 35' 18" West, a distance of 295.77 feet;

North 89° 18' 18" West, a distance of 311.36 feet;

North 89° 15' 18" West, a distance of 241.11 feet to the East line of a variable width firelane, access & utility easement as shown on said plat of Village at 121 Addition recorded in 2008, Page 221, P.R.C.C.T;

THENCE along said East line, the following:

South 15° 36' 15" West, a distance of 311.17 feet to the point of curvature of a curve to the right having a radius of 600.00 feet;

Southwesterly with said curve to the right through a central angle of 51° 25' 30" for an arc length of 538.52 feet, a chord bearing of South 41° 19' 00" West and a chord distance of 520.63 feet;

South 67° 01' 45" West, a distance of 69.59 feet;

South 22° 01' 45" West, a distance of 35.39 feet to the northeasterly right-of-way line of Dominion Parkway (a 92 foot wide public right-of-way);

THENCE South 67° 02' 04" West, a distance of 46.00 feet to the centerline of said Dominion Parkway;

THENCE North 22° 57' 56" West along said centerline, a distance of 142.03 feet;

THENCE North 67° 02' 04" East, a distance of 46.00 feet to the point of intersection of said northeasterly right-of-way line of Dominion Parkway with the westerly line of said firelane, access & utility easement;

THENCE along said westerly line, the following;

South 67° 58' 15" East, a distance of 35.37 feet;

North 67° 01' 45" East, a distance of 66.22 feet to the point of curvature of a curve to the left having a radius of 600.00 feet;

Northeasterly with said curve to the left through a central angle of 51° 25' 30" for an arc length of 538.52 feet a chord bearing of North 41° 19' 00" East and a chord distance of 520.63 feet;

North 15° 36' 15" East, a distance of 225.43 feet to the point of intersection of said firelane, access & utility easement with the South line of said Lot 4;

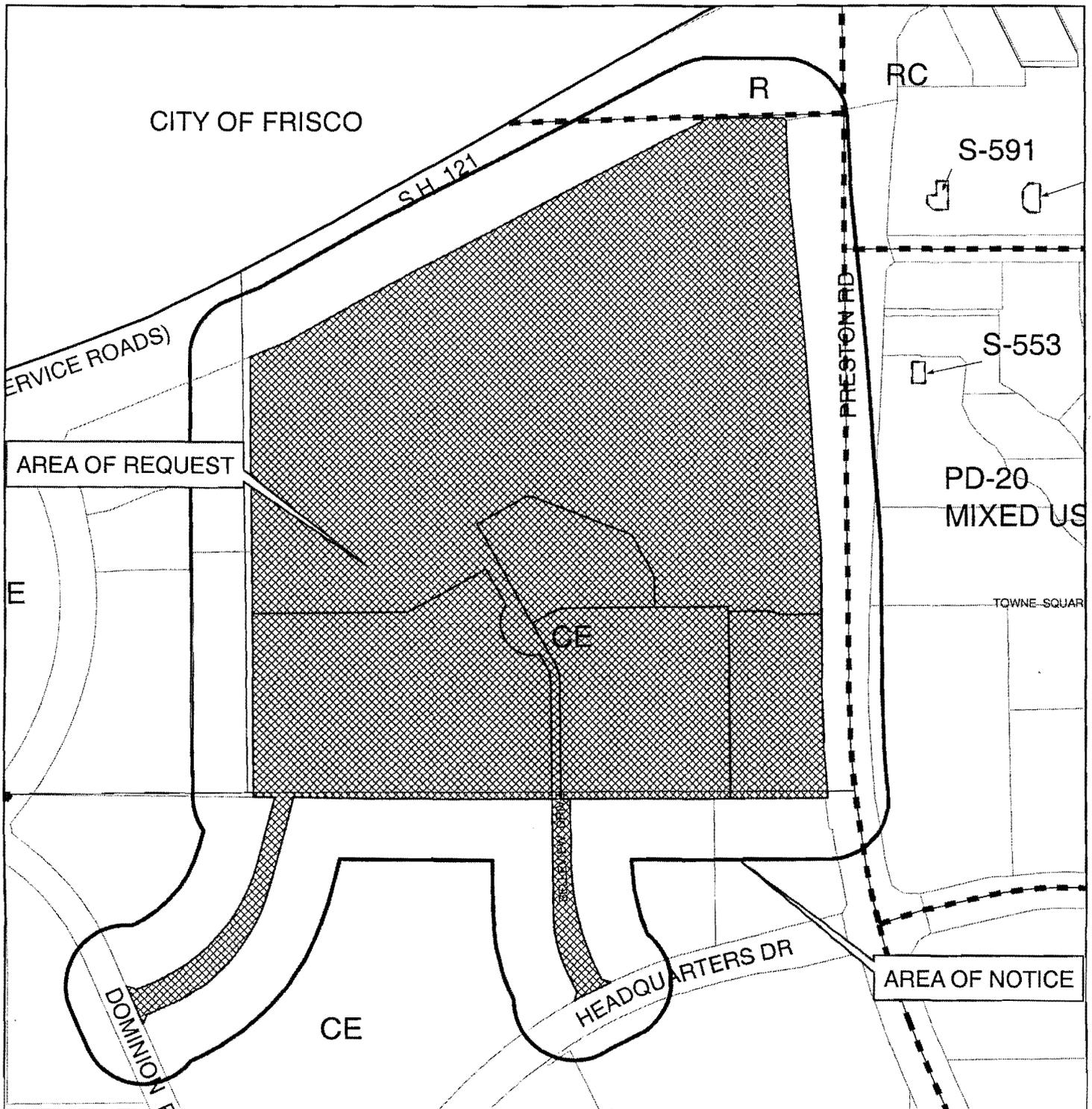
THENCE North 89° 15' 18" West along said line, a distance of 70.01 feet;

THENCE North 00° 02' 06" West along the West line of said Lot 4, passing the northwest corner of said Lot 4, the northwest corner of Lot 1 and the southerly right-of-way line of said State Highway 121 in all for a distance of 1,836.69 feet to the centerline of said State Highway 121;

THENCE North 64° 22' 51" East along said centerline of State Highway 121, a distance of 160.16 feet;

THENCE North 63° 51' 47" East continuing along said, a distance of 2,029.36 feet to the POINT OF BEGINNING;

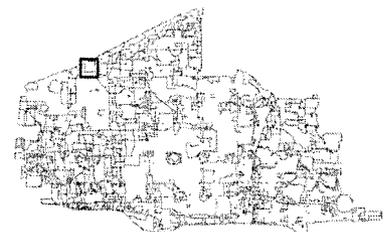
CONTAINING a computed area of 108.2 acres of land, more or less.



Zoning Case #: 2011-27

Existing Zoning: COMMERCIAL EMPLOYMENT/
STATE HIGHWAY 121 & PRESTON ROAD OVERLAY DISTRICTS

○ 200' Notification Buffer



DATE: October 18, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 17, 2011

**AGENDA ITEM NO. 10 - PUBLIC HEARING
ZONING CASE 2011-30
APPLICANT: CITY OF PLANO**

Request to amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance in order to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) such portion of subsection to read as follows:

3. Area, Yard and Bulk Requirements

Maximum Height - Four story (except as noted in Other Height/Setback Requirements below).

Four stories of multifamily are permitted on a horizontal structural concrete podium above a single level at grade of structured parking, and/or nonresidential uses and/or flex space units (below grade parking is excluded). Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of nine feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

The maximum height for parking structures shall be five levels at or above grade. Parking structures shall be obscured from view of streets and/or public ways designated as Type E or above on the city's Thoroughfare Plan, plus 15th Street by buildings of

equal or greater height and/or special architectural and/or landscaping treatments approved in conjunction with a preliminary site plan or site plan.

5. Special District Requirements

c. A nonconforming building may be reconstructed to its original setback if it does not exceed the maximum permitted setback.

d. Minimum of two-thirds of the front facade of the building shall fall within the minimum and maximum setback unless restricted by easements. Where easements are present, two-thirds of the front facade of the building shall be built to the easement line.

e. First Floor Use

No building, excluding parking structures, in the area bounded by 14th Street on the south, ~~H Avenue~~ the DART right-of-way on the west, 16th Street on the north, and Municipal/L Avenue on the east, shall have more than 60% of its total linear frontage on major streets devoted to residential use.

g. Special Regulations for Multifamily Residences

i. Minimum Floor Area per Dwelling Unit

1. 400 square feet for efficiency units
2. 475 square feet for one bedroom units
3. 625 square feet for two bedroom units
4. 150 square feet for each additional bedroom

ii. Maximum Density: 100 dwelling units per acre

iii. Minimum Density: 40 dwelling units per acre

iv. No more than ~~230~~ 300 dwelling units may be located within any block bounded by streets, public ways, and/or railroad or transit rights-of-way.

v. Usable open space requirements as specified in Subsection ~~3-104.4~~ 3.117 shall not apply.

vi. The above requirements shall also apply to situations where only one or two units are included in a building.

EH/dw

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 17, 2011

Agenda Item No. 10

Public Hearing: Zoning Case 2011-30

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance in order to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district.

REMARKS:

On September 6, 2011, the Planning & Zoning Commission called a public hearing to consider amendments to the area, yard, and bulk requirements and special district requirements of the Downtown Business/Government (BG) zoning district. The BG district is intended to serve as a pedestrian-oriented center for retail, office, governmental, cultural, entertainment, and residential uses. It is designed to ensure that development, redevelopment, and renovation within the district are consistent with the historical character of Plano's original business district and the surrounding area. The standards of this district apply to specific characteristics of Plano's downtown area and are not appropriate for other locations and districts.

As development continues within the BG district, staff has discovered potential zoning impediments to future projects within the district. Topography and other physical design constraints create challenges where strict compliance with the district requirements becomes problematic. This request is an effort to modify the regulations of the BG district to alleviate issues that have been identified.

Maximum Dwelling Units within a Block

Currently, the BG district stipulates that no more than 230 dwelling units may be located within any block bounded by streets, public ways (i.e. areas that are accessible by vehicles), and/or railroad or transit rights-of-way. This maximum cap was established in order to prevent large "super blocks" from occurring within the downtown urban area and to provide for a network of streets and block sizes conducive to a mixed use, pedestrian and transit-oriented development.

As properties continue to redevelop within the BG district, there may be situations where it is not possible to add new streets, given property dimensions, topography, and existing railroad right-of-way. Development on land that cannot be feasibly broken into smaller blocks may need to benefit from an increase in the number of units to maintain the urban form of development in downtown.

When East Side Village II was developed (approximately 3.2± acres located at the northwest corner of 14th Street and Municipal/L Avenue), the developer was able to create an internal street (Vontress Drive) due to the shape of the property and since the property was bounded by streets. The site that encompasses the Eisenberg Skatepark and City of Plano property (approximately 3.0± acres located on the west side of the DART railroad tracks between 15th Street and 14th Street), while comparable in size to East Side Village II in terms of acreage, is long and narrow and adjacent to railroad right-of-way. It is not feasible to implement an internal street that would result in reasonably developable blocks nor would it be possible to obtain an additional railroad crossing between 15th Street and 14th Street.

Given other development controls already in place within the BG district (such as minimum and maximum building setbacks, minimum dwelling unit size, and overall density), from a building mass consideration, the appearance of a 230 unit multifamily building versus a 300 unit multifamily building is likely not to be very noticeable from public view. In an area where the existing zoning promotes building massing and placement in relationship to the public realm (i.e. streets), what happens towards the interior of the site and internal to the building should be less of a concern.

Building Height

The current language within the BG district allows multifamily and commercial buildings to be constructed up to a maximum height of four stories, and parking structures may be constructed up to a maximum height of five levels at or above grade. As downtown Plano continues to develop, it may be appropriate to consider allowing for taller buildings which would allow for greater density on a particular lot and for the possibility of more multiuse buildings. There are also properties where changes in topography may also accommodate taller buildings. As staff has examined this issue, we believe five stories is a reasonable height limit, but it is important to include language which would limit the type of buildings that could be constructed up to five stories.

The proposed language would allow for four stories of multifamily to be built on a concrete “podium” over a single level at grade of parking, nonresidential uses and/or “flex space”. Flex space, as defined in the language below, is intended to accommodate either residential or commercial uses depending on the needs of the market, and this form of construction is allowed by the International Building Code. The proposed modifications to the building height requirements will allow for the possibility of more mixed use buildings and will allow flexible building design on properties with grade changes. Lastly, in order to alleviate the aesthetic concerns of multistory buildings in downtown Plano, the BG district currently imposes additional setbacks on buildings adjacent to residential zoning districts. These setbacks would also apply to buildings constructed on a concrete “podium”.

Building Setbacks

The BG district requires that a minimum of two-thirds of the front facade of a building fall within the minimum and maximum building setbacks. The minimum and maximum setbacks for a lot within the BG district are determined by the type of street which the lot fronts upon. For some lots, required easements adjacent to the right-of-way would force buildings to be constructed further off the right-of-way towards the interior of a lot and outside of the minimum and maximum setbacks. In such situations, the current language for the BG district does not provide flexibility to allow for a conforming structure to be built. In order to address this issue, staff is recommending that language be added to the district such that when easements are present, two-thirds of the building facade may be built to the easement line, instead of within the minimum and maximum setback. This language is consistent with several other recently approved Planned Development (PD) districts within the city.

First Floor Residential Use

Currently, the BG district restricts the first floor use in the area bounded by 14th Street on the south, H Avenue on the west, 16th Street on the north, and Municipal/L Avenue on the east from having more than 60% of its total linear frontage on major streets devoted to residential use. The purpose for this requirement is to encourage some nonresidential uses at street level within the downtown core and to discourage solely residential buildings within that same area.

As downtown Plano has developed, staff believes that the areas that may benefit more from the 60% restriction of residential uses are those street frontages east of the DART right-of-way. It is quite possible that developments west of the DART tracks may provide some first floor nonresidential uses, particularly along 15th Street. However, staff believes that the 60% requirement should be removed from the area outside of the core downtown to allow for the flexibility for structures to develop as 100% residential use on the first floor. The allowance for additional residential uses in this limited area would contribute to the potential future customer base, further bolstering the existing retail and restaurant tenants.

SUMMARY:

The requested zoning amendments will encourage infill and redevelopment opportunities within the downtown core, help further promote opportunities within the remainder of the district, and encourage the continued success of existing nonresidential uses. Allowing for an increase in the number of dwelling units from 230 to 300 within a block assists with the redevelopment of those properties that may have physical constraints that make it impractical to subdivide into smaller blocks. The additional building height will contribute to the possibility for more density in regards to residential buildings, and allow for the construction of additional square footage for nonresidential uses. The proposed modifications to building setbacks helps alleviate concerns in regards to redevelopment of existing sites, while the allowance for additional first floor residential units would benefit existing retail and restaurant tenants by allowing for additional potential customers yet at the same time still preserving the walkable, mixed use nature of downtown Plano.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) such portion of subsection to read as follows:

3. Area, Yard and Bulk Requirements

Maximum Height - Four story (except as noted in Other Height/Setback Requirements below).

Four stories of multifamily are permitted on a horizontal structural concrete podium above a single level at grade of structured parking, and/or nonresidential uses and/or flex space units (below grade parking is excluded). Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of nine feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

The maximum height for parking structures shall be five levels at or above grade. Parking structures shall be obscured from view of streets and/or public ways designated as Type E or above on the city's Thoroughfare Plan, plus 15th Street by buildings of equal or greater height and/or special architectural and/or landscaping treatments approved in conjunction with a preliminary site plan or site plan.

5. Special District Requirements

- c. A nonconforming building may be reconstructed to its original setback if it does not exceed the maximum permitted setback.
- d. Minimum of two-thirds of the front facade of the building shall fall within the minimum and maximum setback unless restricted by easements. Where easements are present, two-thirds of the front facade of the building shall be built to the easement line.

e. First Floor Use

No building, excluding parking structures, in the area bounded by 14th Street on the south, H Avenue the DART right-of-way on the west, 16th Street on the north, and Municipal/L Avenue on the east, shall have more than 60% of its total linear frontage on major streets devoted to residential use.

g. Special Regulations for Multifamily Residences

- i. Minimum Floor Area per Dwelling Unit

1. 400 square feet for efficiency units
 2. 475 square feet for one bedroom units
 3. 625 square feet for two bedroom units
 4. 150 square feet for each additional bedroom
- ii. Maximum Density: 100 dwelling units per acre
 - iii. Minimum Density: 40 dwelling units per acre
 - iv. No more than ~~230~~ 300 dwelling units may be located within any block bounded by streets, public ways, and/or railroad or transit rights-of-way.
 - v. Usable open space requirements as specified in Subsection ~~3.104.4~~ 3.117 shall not apply.
 - vi. The above requirements shall also apply to situations where only one or two units are included in a building.

Zoning Case 2011-30

An Ordinance of the City of Plano, Texas, amending Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of October, 2011, for the purpose of considering a change in the Zoning Ordinance; 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 24th day of October, 2011; and

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

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

Section I. Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district, such portion of subsection to read as follows:

3. Area, Yard and Bulk Requirements

Maximum Height - Four story (except as noted in Other Height/Setback Requirements below).

Four stories of multifamily are permitted on a horizontal structural concrete podium above a single level at grade of structured parking, and/or nonresidential uses and/or flex space units (below grade parking is excluded). Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of nine feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

The maximum height for parking structures shall be five levels at or above grade. Parking structures shall be obscured from view of streets and/or public ways designated as Type E or above on the city's Thoroughfare Plan, plus 15th Street by buildings of equal or greater height and/or special architectural and/or landscaping treatments approved in conjunction with a preliminary site plan or site plan.

5. Special District Requirements

- c. A nonconforming building may be reconstructed to its original setback if it does not exceed the maximum permitted setback.
- d. Minimum two-thirds of the front facade of the building shall fall within the minimum and maximum setback unless restricted by easements. Where easements are present, two-thirds of the front facade of the building shall be built to the easement line.

e. First Floor Use

No building, excluding parking structures, in the area bounded by 14th Street on the south, the DART right-of-way on the west, 16th Street on the north, and Municipal/L Avenue on the east, shall have more than 60% of its total linear frontage on major streets devoted to residential use.

g. Special Regulations for Multifamily Residences

i. Minimum Floor Area per Dwelling Unit

1. 400 square feet for efficiency units
2. 475 square feet for one bedroom units

3. 625 square feet for two bedroom units
 4. 150 square feet for each additional bedroom
- ii. Maximum Density: 100 dwelling units per acre
 - iii. Minimum Density: 40 dwelling units per acre
 - iv. No more than 300 dwelling units may be located within any block bounded by streets, public ways, and/or railroad or transit rights-of-way.
 - v. Usable open space requirements as specified in Subsection 3.117 shall not apply.
 - vi. The above requirements shall also apply to situations where only one or two units are included in a building.

Section II. 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 III. 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 IV. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

PASSED AND APPROVED THIS THE 24TH DAY OF OCTOBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY