

# CITY COUNCIL

1520 AVENUE K



DATE: 10/26/2015

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Cub Scout Pack 1259  
Hughston & Wells Elementary Schools

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: The City of Plano is honoring the Fire Department members who participated in the International Combat Casualty Care Competition that was held in Spain recently.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Heritage Commission</u></b></p> <p>Joyce Beach</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Community Relations Commission</u></b></p> <p>Michael Thomas, Mandy Tschoepe</p> <p><b><u>Heritage Commission</u></b></p> <p>Karen Bowen, Edward Coyle, Gary Graley, Doug Shockey</p> <p><b><u>Library Advisory Board</u></b></p> <p>Richard Barnett, Diane Gonzalez, Kimberley Malouf</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Parks and Recreation Planning Board</u></b></p> <p>Beth Webb</p> <p><b><u>Photographic Traffic Signal Advisory Committee</u></b></p> <p>Peter Pennesi</p> <p><b><u>Planning and Zoning Commission</u></b></p> <p>Mark Pittman</p> <p><b><u>Retirement Security Plan Committee</u></b></p> <p>Casey Srader</p> <p><b><u>Self Sufficiency Committee</u></b></p> <p>Erin Abood, Scott Goebel, Charles Ho, Kim Houlne, Ethel Lean Jernigan, Aaron Juniper, Drew Wight, Shelby Williams</p> <p><b><u>Senior Citizens Advisory Board</u></b></p> <p>Nancy Jensen</p> <p><b><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></b></p> <p>Chris Hatcher, James Schell</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b> September 30, 2015 October 12, 2015</p>	
(b)	<p><b><u>Approval of Expenditures</u></b> <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b> Bid No. 2015-410-B for the purchase of four (4) Ram ½-ton pickups from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$96,040, the purchase of three (3) Ford ½-ton pickups and four (4) Ford ¾-ton pickups from Sam Pack's Five Star Ford in the amount of \$194,649, and the purchase of one (1) Chevrolet ½-ton pickup from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$26,346, for Fleet Services to be utilized by various City Departments in the total amount of \$317,035; and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Rejection of Bid No. 2015-376-B for Bluebonnet Trail Lighting Improvements at the Dog Park at Jack Carter Park, Project No. 6591, from all bidders.</p>	
(d)	<p><b><u>Purchase from an Existing Contract</u></b> To approve the purchase of one (1) Jacobsen AR-722 Contour Mower for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$57,933 from Luber Bros. through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)</p>	
(e)	<p><b><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u></b> To approve a Professional Services Agreement by and between the City of Plano and Kimley-Horn and Associates, Inc. in the amount of \$160,000 for the Legacy Business Area Transportation Mobility Study, Project No. 6648; and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p><b><u>Approval of Change Order</u></b> To Tiseo Paving Co., increasing the contract by \$196,578 for the Spring Creek Parkway Corridor Project, Change Order No. 1. Original Bid No. 2013-51-B.</p>	
(g)	<p><b><u>Approval of Expenditure</u></b> To approve expenditures for Urban/Town Center and Special Events Grants recommendations in the total amount of \$304,948 for support of the arts and cultural diversity within the City of Plano.</p>	
(h)	<p>To approve an expenditure for the lease of office space in the amount of \$79,569 from The Shops at Legacy (RPAI) L.P. for the Neighborhood Police Officer (NPO) Unit for a five (5) year term, and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<b><u>Adoption of Resolutions</u></b>	
(i)	To approve the terms and conditions of a Fourth Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor; and providing an effective date.	
(j)	To approve the terms and conditions of an Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; authorizing its execution by the Mayor; and providing an effective date.	
(k)	To invoke the defense and indemnification provision of Section 2-10 of the City Code of Ordinances; authorizing the City Attorney to retain legal counsel to provide legal representation to the City or its City Council members and to provide legal services related to same as necessary; authorizing the City Manager to execute any necessary documents; and providing an effective date.	
(l)	To repeal Resolution No. 2015-7-4(R) and adopt this resolution nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.	
(m)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and County of Collin, Texas, for the Legacy Business Area Transportation Study; authorizing its execution by the City Manager; and providing an effective date.	
	<b><u>Adoption of Ordinances</u></b>	
(n)	To approve the carrying-forward of certain fiscal year 2014-15 funds to fiscal year 2015-16; and providing an effective date.	
(o)	To abandon all right, title and interest of the City, in and to a portion of that certain 15-foot Public Utility Easement, recorded in Volume 615, Page 109, of the Deed Records of Collin County, Texas and being situated in the William Beverly Survey, Abstract No. 75, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Rosewood Property Company (RPC Heritage 190 LLC) and CT Creekside Partners, LP, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p> <p>Second reading and consideration of an Ordinance to amend Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date. (First reading held September 14, 2015.)</p> <p><b><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The City of Plano is honoring the Fire Department members who participated in the International Combat Casualty Care Competition that was held in Spain recently.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PLANNING AND ZONING COMMISSION  
JOINT MEETING  
September 30, 2015**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary  
Sam Greif, Fire Chief

**PLANNING & ZONING COMMISSION  
MEMBERS PRESENT**

Doug Bender, Chair  
M. Nathan Barbera, 1<sup>st</sup> Vice Chair  
Kayci Prince, 2<sup>nd</sup> Vice Chair  
Forrest Hicks  
Hilton Kong  
John Muns  
Michael O'Hanlon  
Mark Pittman arrived at 6:10 p.m.

Christina Day, Director of Planning  
Doug McDonald, Comprehensive Planning  
Manager  
Eric Hill, Development Review Manager  
Steve Sims, Senior Planner  
Ken Schmidt, Senior Planner

The joint meeting was called to order on September 30, 2015, at 6:01 p.m. in the Plano ISD Sockwell Center, Dallas Room, 6301 Chapel Hill Boulevard, Plano, Texas. Quorums of the City Council and Planning and Zoning Commission were present.

**Opening Comments**

Mayor LaRosiliere thanked everyone for attending and stated this is an opportunity to be visionary and look to the future of Plano. He spoke to the Plano Tomorrow Plan being a guideline or framework for the long range planning of the City. Mayor LaRosiliere advised public comments would be received during the October 12, 2015 City Council meeting.

**Introduction and History of Plano Comprehensive Planning**

Director of Planning Day spoke to the purpose of a comprehensive plan as a guide for long range development incorporating a 20- to 30- year vision for the City. She stated Plano's first two comprehensive plans were adopted in 1963 and 1986, respectively, and the third plan is the current plan for consideration. Ms. Day provided examples of the focus and the changes since the last plan's adoption in 1986. She spoke to the changing demographics of the City, the emerging challenges of redevelopment, regional issues such as population and job growth as well as mobility challenges.

## **Creating the Draft Plan**

Ms. Prince, 2<sup>nd</sup> Vice Chair of the Planning and Zoning Commission, described the public involvement process. She stated the process included surveying the public to identify key issues; work with the Planning and Zoning Commission to develop policies and actions based on public feedback; confirm actions and statements with the public and make necessary changes; and develop a final recommendation for the Planning and Zoning Commission and City Council's consideration.

Ms. Prince spoke about the outreach programs utilized to gather public input. She reported the programs included "Take the Case" with 36 meetings and 250 participants; online and paper surveys advertised through a utility bill insert, with 1,375 responses; a virtual town hall meeting, where 40,000 households were contacted, with 275 participants; information booths at major community events; and thought bubbles at libraries and recreation centers for citizens to share their ideas.

Ms. Prince stated the Planning and Zoning Commission held 14 public work sessions, received 27 presentations, and conducted 40 hours of discussion on the plan. Draft plans were presented to the public in a series of open house meetings and modified to reflect citizen input. Ms. Prince spoke to the amended plan being presented in public workshops, a meeting with the Plano Independent School District Trustees, and eight Planning and Zoning Commission work sessions and two public hearings. She added during the 26 month process over 4,000 citizens and 40 organizations participated in the process.

## **The Plan**

Mr. Bender, Chair of the Planning and Zoning Commission, spoke to the five pillars of the Plano Tomorrow Plan including the Built Environment, Social Environment, Economic Environment, Natural Environment, and Regionalism. He stated the Built Environment pillar is comprised of Land Use and Community Design, Transportation, and Housing and Neighborhoods. Mr. Bender stated that the Built Environment pillar covers facets of development and redevelopment, neighborhood stabilization, future land use, residential development, undeveloped land as well as growth and change. Council Member Harrison inquired about the key elements of the plan that have changed from the original draft. Director Day stated the original document and edit notes are available on the Plano Tomorrow website and spoke to the timeline of the process.

Mr. Bender spoke to the Social Environment pillar which is comprised of quality of life and sense of community components. He stated working with the school district, public safety matters, community engagement, and reviewing the Master Park plan are facets of the plan.

## **The Plan (Cont'd.)**

Mr. Barbera, 1<sup>st</sup> Vice Chair of the Planning and Zoning Commission, reported the Natural Environment pillar consists of building and site efficiency and environmental quality components; covering water conservation, sustainable building design, and open space conservation components. He stated the Regionalism Pillar is designed to strengthen partnership with neighboring communities to address regional issues. Mr. Barbera spoke to the Economic Environment pillar including jobs and workforce development and the diverse and resilient economy components.

The Council and Commission took a brief recess at 7:00 p.m. and reconvened at 7:15 p.m.

## **Implementation**

Comprehensive Planning Manager McDonald spoke to the Plano Tomorrow Plan and key similarities and differences with the current plan. He discussed the manner in which the plan will be implemented. Mr. McDonald stated the web-based plan is innovative and provides an interactive method for public participation and access. The web-based nature of the plan, the visits and downloads can be tracked to determine utilization. Mr. McDonald demonstrated the website and played a video.

Fire Chief Greif spoke to response times in regard to land area and population density. The department is always seeking ways to improve and enhance performance and operations in the future.

Council Member Harrison spoke to the Plano Tomorrow Plan, suggesting slowing down the development of high-density housing, revitalizing neighborhoods, being more transparent, and placing Plano Tomorrow on a referendum to let citizens vote on the matter.

Council Member Downs requested clarification regarding Four-Corner Retail Center revitalization challenges related to ownership. He stated the web-based plan leads the way in innovation and encourages transparency. Mr. Downs inquired to state notification requirements in zoning cases and thanked the staff for their hard work.

City Attorney Mims advised that referendums on zoning matters are barred by state law.

Mayor LaRosiliere stated the City is not the same City it was in 1980, 1990, or 2000 and in 2020, it will be different. He thanked staff for their efforts to garner citizen input over the last 26 months and added the item will be on the October 12<sup>th</sup> agenda and looks forward to additional input.

Nothing further was discussed. The meeting was adjourned at 8:00 p.m.

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**Harry LaRosiliere, MAYOR**

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**Doug Bender, Chair  
Planning and Zoning Commission**

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
October 12, 2015**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, October 12, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

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

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

Heritage Commission

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Lisa Fox as Chair and appoint Joyce Beach as a member.

Planning and Zoning Commission

The Council deferred appointment of a Chair.

## **Personnel – Appointments/Reappointments**

### Photographic Traffic Signal Advisory Committee

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Grady, the Council voted 8-0 to reappoint Robert Drotman as Chair. Upon a motion made by Mayor LaRosiliere and seconded by Council Member Downs, the Council voted 8-0 to reappoint Natalie Crawford as Vice-Chair.

### Senior Citizens Advisory Board

The Council deferred appointment of a Chair.

## **Discussion and direction re: Water and Sewer Rate Increase**

Director of Budget and Research Rhodes-Whitley spoke to the water and sewer rate philosophy regarding increases and offset of increases, revenue neutrality, equity in cost recovery, and promotion of conservation. She added the proposal includes an increase in the \$7.50 rate tier from 30,000 gallons to 40,000 gallons. Ms. Rhodes-Whitley advised that North Texas Municipal Water District has proposed increasing water costs 10% and sewer costs 22% and discussed the Take-or-Pay agreement with the City incurring a cost of \$18,000,000 for undelivered water.

Ms. Rhodes-Whitley stated the recommended rate beginning November 1<sup>st</sup> for water maintains the minimum base rate, increases volumetric tiers by 11.1% to 11.9%, increases the 30,000 gallon tier to 40,000 gallons; the recommended rate for sewer maintains the base rate and a 13.7% increase in the volumetric tiers. She provided a rate comparison with area cities and stated the average residential customer will be impacted \$8.67 per month and the average commercial customer will be impacted \$25.24 per month. Ms. Rhodes-Whitley stated the low-end (5,000 gallons) residential customer will be impacted \$3.72 per month and approximately one-third of residential customers fall into this category.

## **Jack Carter Pool Construction Update**

Director of Parks and Recreation Fortenberry provided an update on the Jack Carter Pool project. She stated the project was approved as a Construction Manager at Risk project with Phase 1 approved with a not to exceed amount of \$1.6 million. Ms. Fortenberry discussed the work that has been completed and provided details of the overall project including the features designed to address the underserved teen group. She advised since the project began construction costs have steadily increased causing Phases 2 and 3 to be over budget and a value engineering process has reduced expenses \$610,000. Ms. Fortenberry stated staff recommends utilizing the Recreation Revolving Fund to cover the funding gap of \$1.075 million to keep the project on track allowing to the facility to open next summer.

### **Jack Carter Pool Construction Update (Cont'd.)**

City Manager Glasscock stated this may become an ongoing problem as construction costs are rising and it is increasing difficult get adequate bids on construction projects. In response to Council Member Downs request for clarification on Phases 2 and 3, Ms. Fortenberry explained the components of each phase were distributed differently adjusting the cost of each phase. Council Member Harrison expressed concern about the Senior Center Project possible increases in construction costs and inquired about the criteria for using the revolving fund. Ms. Fortenberry explained the Senior Center was in the design phase and the fund can be used for projects that facilitate programming. In response to Mayor LaRosiliere, Ms. Fortenberry stated the Recreation Revolving Fund uses a program fee formula to cover program and ancillary costs and that \$50,000 to \$100,000 is deposited into the fund annually.

### **Consent and Regular Agendas**

No items were discussed.

### **Council Items for Discussion/Action on Future Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:21 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
October 12, 2015**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, October 12, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Joseph Parker with First Presbyterian Church of Plano led the invocation and Cadette Girl Scouts, Service Unit #155 with Haggard Middle School led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed October 24 as Food Day in Plano and recognized the Tom Scott, Gold Medal Winner at the Pan American Games and the Parks and Recreation Department receiving the 2015 NRPA Gold Medal of Excellence in Parks and Recreation Management. He further administered oaths of office to incoming board and commission members.

**COMMENTS OF PUBLIC INTEREST**

Geraldene Areghini suggested using a variety of methods of notification to citizens and supports the Council to act in the best interest of the citizens.

Jack Lagos stated he is happy to see citizen involvement and requested the Council listen to the citizens.

## **CONSENT AGENDA**

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

### **Approval of Minutes**

September 28, 2015

(Consent Agenda Item "A")

### **Approval of Expenditures**

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

**Bid No. 2015-400-B** for the Joint Use Facility Neighborhood Services Renovation to Criterion Contractors, Inc. in the amount of \$345,030; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2015-427-B** for the Rowlett Creek Cured in Place Pipe Project No. 6508, to Insituform Technologies, LLC in the amount of \$7,728,472; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**Rejection of RFP No. 2015-252-C** for a Meeting Management Solution from all proposers. (Consent Agenda Item "D")

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

To approve the purchase of one (1) Horton Type I, Ford F550 623 Med Unit, for Fleet Services to be utilized by the Fire Department, in the amount of \$241,043 from Professional Ambulance through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. AM10-14) (Consent Agenda Item "E")

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

To approve a Landscape Architect Professional Services Agreement by and between the City of Plano and Michael Kendall d/b/a KENDALL + Landscape Architecture, in the amount of \$72,500 for design services for multiple park and public building landscape and irrigation renovations and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

To approve an Engineering Services Agreement by and between the City of Plano and Adams Consulting Engineers, Inc. in the amount of \$67,950 for floodplain analysis and FEMA Conditional Letter of Map Revision services for the Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stoney Hollow Park project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

To approve a Professional Services Agreement by and between the City of Plano and Stantec Consulting Services, Inc. in the amount of \$153,000 for the Transportation Management Center Study, Project No. 6665; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

### **Approval of Expenditure**

To approve expenditures for Major Arts Grants in the total amount of \$800,000 for support of arts and culture within the City of Plano. (Consent Agenda Item “I”)

### **Adoption of Resolutions**

**Resolution No. 2015-10-1(R):** To approve the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and between the City of Plano, Texas and the City of Richardson, Texas, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2015-10-2(R):** To approve the Second Amendment to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program for one (1) ninety (90) day term as permitted by Article II of the Agreement; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2015-10-3(R):** To authorize a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phases 2 and 3 construction for a Guaranteed Maximum Price (GMP) of \$10,375,182; authorizing the City Manager to execute the necessary contract documents; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2015-10-4(R):** To approve the terms and conditions of a Waiver and Release of all of the City’s rights and options to reacquire the “Skaggs Buildings”, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

### **Adoption of Ordinances**

**Ordinance No. 2015-10-5:** To transfer the sum of \$1,500,000 from the Recreation Revolving Fund Unappropriated fund balance to the Recreation Revolving Fund Operating Appropriation for fiscal year 2015-16 for the purpose of providing funding for capital expenditures related to the Jack Carter Pool project, amending the Budget of the City and Ordinance No. 2015-9-10, Section 1, Item “CC” to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “N”)

**Ordinance No. 2015-10-6:** To amend Ordinance No. 2014-10-19; codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect new rates and increase the fee schedules for water and sewer services effective November 1, 2015, and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “O”)

## **END OF CONSENT**

**Public Hearing and adoption of Ordinance No. 2015-10-7** as requested in Zoning Case 2015-22 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 5 so as to allow the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; 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: Barikuna Oqundipe (Regular Item “1”)

Development Review Manager Hill stated the special use permit is for a trade school and that the property in the request is lease space in an office building surrounded by non-residential uses. He added staff and the Planning and Zoning Commission recommends approval as submitted.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Grady and seconded by Council Member Downs, the Council voted 8-0, to grant Specific Use Permit No. 5 so as to allow the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; as requested in Zoning Case 2015-22; and further to adopt Ordinance No. 2015-10-7.

**Public Hearing and adoption of Ordinance No. 2015-10-8** as requested in Zoning Case 2015-23 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6; 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: Nancy Baker Higdon (Regular Item “2”)

Development Review Manager Hill stated the purpose of this zoning request is to allow for a single family residential subdivision on the property and is consistent with adjacent residential properties. He provided details and photographs of the surrounding area. Mr. Hill added staff and the Planning and Zoning Commission recommends approval as submitted.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to rezone 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6; as requested in Zoning Case 2015-23; and further to adopt Ordinance No. 2015-10-8.

**Public Hearing and adoption of Ordinance No. 2015-10-9** to adopt the Plano Tomorrow Comprehensive Plan, providing the vision statements, policies, action statements, and maps as developed for the purpose of guiding future development within the City of Plano, Texas; repealing the current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto; and providing an effective date. Applicant: City of Plano

Director of Planning Day spoke to the purpose of a comprehensive plan as a guide for long-range development incorporating a 20 – 30 year vision for the City. She stated it is a road map for the community and establishes a policy for development. Ms. Day provided the history of the plan and its amendments and the importance of successfully managing a mature city. She spoke to the changing demographics of the City, the emerging challenges of redevelopment, regional issues such as population and job growth, as well as mobility challenges. Ms. Day also discussed the change in population growth trends, aging population, and diversity demographics.

Ms. Day stated the plan was drafted over 26 months, 4,000 people participated, the Planning and Zoning Commission held 9 open houses and public hearings and 22 work sessions, three drafts with revisions were written, and 40 organizations participated. She spoke to the plan structure and the five pillars of Built Environment, Social Environment, Economic Environment, Natural Environment, and Regionalism. She provided the proposed future land use map and discussed the land uses, the percentage of each type of use, proposed growth and use map, proposed thoroughfare map, where residential uses are appropriate, and proposed park and bike trail maps.

Ms. Day discussed the similarities and differences of the proposed plan with the existing plan, how the plan will be implemented, and that the plan is web-based for ease of use and transparency. She advised limiting the number of multi-family units in the plan is not advisable but may be an option in a planned development. Ms. Day stated Staff and the Planning and Zoning Commission recommend approval as submitted.

Mayor LaRosiliere opened the public hearing. Speaking in opposition – Will Stokes, Kyle Collins, Judy Kendler, Lisa Torrey, Beth Carruth, Holland Hernandez, Steven Magee, Rick Smith, Dennis Miklosh, Claudia Brown, Jim Dillavou, Mark Meyers, Sergio Espinosa, Dennis Rosini, Claire Holmes, Joyce Ieni, Eric Knipp, Don Runge, Rafael Tallada, Colleen Epstein, David Baertsch, Camille Hall, Valerie Fischer, Paul Guta, Matt Dixon, George Farr, Gary Henkel, Joseph Morales, Greg Knapp, Matt Tietz, Mark Bina, Carol Mantasoot, Rene Elgersma, Karen Dubrow, Sharon Tipping, Eldon Tipping, Terry Thomas, Denise Midgley, Mark Reid, Lusiné Meeks, Dale Strimple, Denise Huber, Robert Canright, Elizabeth Goldman, David Brown, Richard DeWitt, Bob Healy, Mike Lieser, Monique St. Laurent, Jennifer Groysman, Bill Drexel, and Jack Lagos. Speaking in support – Jamee Jolly, Larry Flannery, Jeff Beckley, Dawn Wolverton, Gerald Vokolek, Michael Thomas, Randy Wright, Kate Garrison, Richard “Larry” Howe, Zachary Kolodny, Robert Miller, Connor Chaddick, Florence Shapiro, Pat Evans, Denise Hamilton, Phil Dyer, Mohammad Qasim, Warren Casteel, Fred Frawley, David M. Smith, Neal Bert, and Colin Chopin. Speaking in a neutral position – Ken Gagliano. Persons registering an opinion but not speaking at the meeting; in opposition – 85, in support – 27. Mayor LaRosiliere closed the public hearing. During the public hearing, the City Council recessed at 8:38 p.m. and reconvened at 8:46 p.m. and recessed a second time at 10:12 p.m. and reconvened at 10:21 p.m.

**Public Hearing and adoption of Ordinance No. 2015-10-9 (Cont'd.)**

Mayor LaRosiliere spoke to the quality of Plano and with only seven percent of the City's land available, planning is required for it to continue to be a vibrant city. He added the plan includes a blend of development, all zoning issues will be vetted, and the plan does not grant zoning decisions. Council Member Miner thanked everyone for participation in the process. She stated the plan maintains the City's vitality and that it is a guideline, not a blanket zoning decision. Council Member Harrison stated Plano is an excellent suburban city. He expressed concern the plan is not complete, is too broadly defined and suggested tabling the item.

Council Member Grady suggested sending the plan to the American Planner Association for an unbiased opinion and third party review and added he was in favor of the plan. Council Member Downs advised he is not in favor of capping apartments and is concerned there would be a rush to build. He stated the plan is a simple framework for planning and that concerns would be addressed individually through zoning cases. Council Member Kelley spoke to the concerns of many citizens and although the plan has many positives, due to the citizen's hypersensitivity to apartments and other refinement of data points, he is in favor of tabling the item.

Deputy Mayor Pro Tem Harris stated he has lived here all of his life and that the Plano of today is different than Plano of twenty-five years ago and Plano of the future will be different as well. He advised each zoning case is approved on its own merits and encouraged citizen engagement during zoning cases. Mayor Pro Tem Smith stated it was good to see the community involvement and that the plan is a good framework for the future. She encouraged citizens to remain involved and come to meetings in the future. In response to Mayor LaRosiliere, Ms. Day stated with only seven percent of land available it is unlikely 40,000 apartments would be constructed since the majority of the land is earmarked for economic development.

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Downs, the Council voted 6-2, with Council Members Kelley and Harrison voting in opposition, to adopt the Plano Tomorrow Comprehensive Plan, providing the vision statements, policies, action statements, and maps as developed for the purpose of guiding future development within the City of Plano, Texas; repealing the current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto; and further to adopt Ordinance No. 2015-10-9.

With no further business, Mayor LaRosiliere adjourned the meeting at 11:21 p.m.

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**Harry LaRosiliere, Mayor**

ATTEST

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Lisa C. Henderson, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/26/15			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #): <b>Lincoln Thompson x 7376</b>					
<b>CAPTION</b>					
Bid No. 2015-410-B for the purchase of four (4) Ram ½-ton pickups from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$96,040, the purchase of three (3) Ford ½-ton pickups and four (4) Ford ¾-ton pickups from Sam Pack's Five Star Ford in the amount of \$194,649, and the purchase of one (1) Chevrolet ½-ton pickup from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$26,346, for Fleet Services to be utilized by various City Departments in the total amount of \$317,035, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
<b>FISCAL YEAR:    2015-16</b>		<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	342,000	0	<b>342,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-317,035	0	<b>-317,035</b>
<b>BALANCE</b>		0	24,965	0	<b>24,965</b>
<b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>					
<b>COMMENTS:</b> Funds are available in the FY 2015-16 Adopted Budget to purchase four (4) Ram ½-ton pickups, three (3) Ford ½-ton pickups, four (4) Ford ¾-ton pickups, and one (1) Chevrolet ½-ton pickup for the scheduled replacement of unit #34016, #09302 in Cost Center 532/Police, unit #06302, #06303, #07311 in Cost Center #552/Fire, unit #05309 in Cost Center #742/Streets, unit #02301 in Cost Center #649/Natural Resources, Unit #02306 in Cost Center #647/Sports Turf Maintenance, unit #01342 in Cost Center #658/Grounds Maintenance Dist.#3, unit #07303, #07305 in Cost Center #721/Engineering and unit #06324 in Cost Center #748/Environmental Waste Collections. Remaining balance will be used for other Fleet and Equipment purchases.					
<b>STRATEGIC PLAN GOAL:</b> Providing four (4) Ram ½-ton pickups, three (3) Ford ½-ton pickups, four (4) Ford ¾-ton pickups, and one (1) Chevrolet ½-ton pickup for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo			NA		
Bid Recap					



# Memorandum

**Date:** October 1, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Pickup Truck Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Solicitation No. 2015-410-B and recommends the purchase from the lowest responsive, responsible bidders by line item as per the following:

Line items 1 and 6 from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$96,040.00.

Line items 2, 3, 4, and 5 from Sam Pack's Five Star Ford in the amount of \$194,649.38.

Line item 7 from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$26,346.00.

Total amount of \$317,035.38.

These vehicles are for the scheduled replacement of the following units approved in the FY 2015-16 Equipment Replacement Fund:

Line 1: Replacement of 34016 and 09302 in Cost Center 532/Police.

Line 2: Replacement of 06302, 06303 and 07311 in Cost Center 552/Fire.

Line 3: Replacement of 05309 in Cost Center 742/Streets.

Line 4: Replacement of 02301 in Cost Center 649/Natural Resources.

Line 5: Replacement of 02306 in Cost Center 647/Sports Turf Maintenance and 01342 658/Grounds Maintenance Dist.#3.

Line 6: Replacement of 07303 and 07305 in Cost Center 721/Engineering.

Line 7: Replacement of 06324 in Cost Center 748/Environmental Waste Collections.

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

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

**CITY OF PLANO  
BID NO. 2015-410-B  
Twelve (12) Pickup Trucks  
BID RECAP**

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**Bid Opening Date/Time:** September 16, 2015 @ 3:00 pm

**Number of Vendors Notified:** 708

**Vendors Submitting "No Bids":** 1

**Bids Deemed Nonresponsive:** 3

**Number of Bids Submitted:** 4

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)  
[Partial Bid/Line Item 2 Nonresponsive]

Line Item 1 \$ 49,590.00  
Line Item 6 \$ 46,450.00  
Line Item 7 \$ 26,675.00

Sam Pack's Five Star Ford

Line Item 1 \$ 50,426.00  
Line Item 2 \$ 91,035.00  
Line Item 3 \$ 25,665.38  
Line Item 4 \$ 26,271.00  
Line Item 5 \$ 51,678.00  
Line Item 6 \$ 48,364.00  
Line Item 7 \$ 27,448.00

Reliable Chevrolet  
[Line Item 2 Nonresponsive]

Line Item 1 \$ 51,552.00  
Line Item 3 \$ 27,579.00  
Line Item 4 \$ 27,939.00  
Line Item 5 \$ 55,520.00  
Line Item 6 \$ 47,814.00  
Line Item 7 \$ 27,466.00

Caldwell Country Automotive (aka Baby Jack II)  
[Line Item 2 Nonresponsive]

Line Item 1 \$ 51,140.00  
Line Item 3 \$ 27,330.00  
Line Item 4 \$ 27,540.00  
Line Item 5 \$ 53,620.00  
Line Item 6 \$ 52,980.00  
Line Item 7 \$ 26,346.00

**Recommended Vendors:**

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)  
Line Items 1 and 6

\$ 96,040.00

Sam Pack's Five Star Ford  
Line Items 2, 3, 4, and 5

\$ 194,649.38

Caldwell Country Automotive (aka Baby Jack II) Line Item 7	\$ 26,346.00
Total of All Seven (7) Line Items for Twelve (12) Pickup Trucks	\$ 317,035.38

Lincoln Thompson

Lincoln Thompson  
Senior Buyer

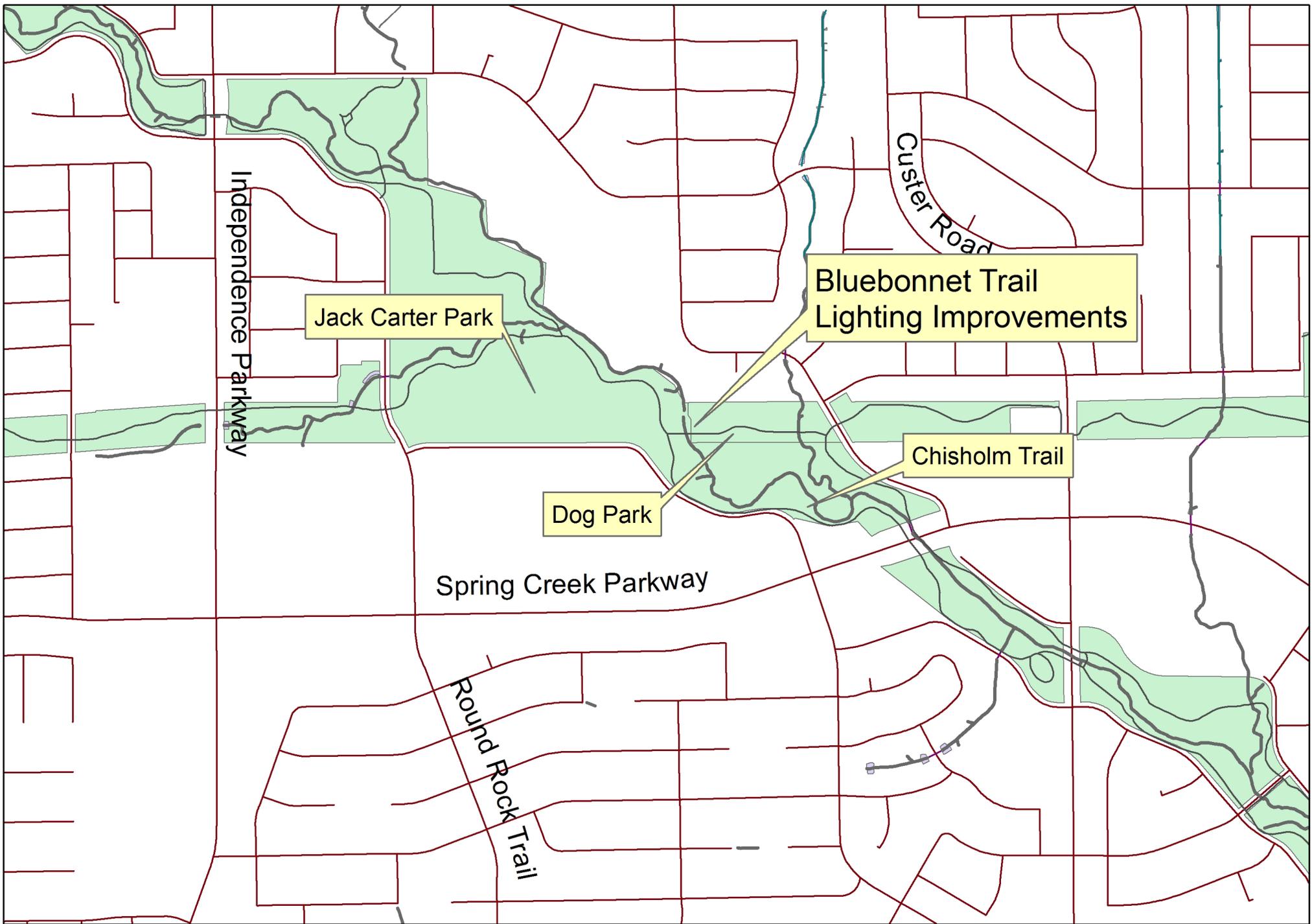
October 14, 2015

Date

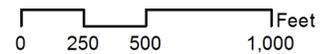


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Rejection of Bid No. 2015-376-B for Bluebonnet Trail Lighting Improvements at the Dog Park at Jack Carter Park, Project No. 6591, from all bidders.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Rejecting bids that are not in the best interest of the City of Plano relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>The bid of \$77,500 submitted by Jefferies Electric was the only bid received and significantly exceeds the consultant's estimated cost of \$35,000. Staff recommends that the bid be rejected and that the project be rebid. Staff will work with the consultant to contact potential bidders and identify the reasons for the discrepancy and modify the project scope prior to rebidding.</p> <p>The project is located at the intersection of Chisholm Trail and Bluebonnet Trail near the Dog Park. Improvements include area pole-mounted LED lights and bollard lighting to guide users to and from the Dog Park at nighttime and provide an additional margin of safety at a heavily used intersection of trails and park access.</p> <p>Project Location Map:  <a href="https://goo.gl/maps/igZYbwBs4rC2">https://goo.gl/maps/igZYbwBs4rC2</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map				
Bid Recap				



# Bluebonnet Trail Lighting Improvements



CITY OF PLANO

BID NO. 2015-376-B  
Bluebonnet Trail Lighting Improvements at the Dog Park  
At Jack Carter Park Project Number 6591  
BID RECAP

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**Bid opening Date/Time:** August 19, 2015 @ 1:30 pm

**Number of Vendors Notified:** 9596

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

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

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

Jefferies Electric \$77,500.00

**Recommended Vendors:**

Jefferies Electric \$77,500.00

*Leslie Hooker*

August 19, 2015

\_\_\_\_\_  
Leslie Hooker  
Buyer I

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson ext. 7376</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) Jacobsen AR-722 Contour Mower for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$57,933 from Luber Bros. through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	57,933	0	<b>57,933</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-57,933	0	<b>-57,933</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>EQUIPMENT REPLACEMENT FUND</b>				
<b>COMMENTS:</b> Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) Jacobsen AR-722 Contour Mower for the scheduled replacement in Cost Center #673/Golf Course Maintenance unit #07639. <b>STRATEGIC PLAN GOAL:</b> Providing one (1) Jacobsen AR-722 Contour Mower for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 447-14 / City of Plano Internal Contract No. 2015-442-O)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo			NA	
Cooperative Quote Recap				



# Memorandum

**Date:** October 2, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Rotary Contour Mower Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Jacobsen AR-722 Contour Mower from Luber Bros., through TASB/BuyBoard Contract No. 447-14 in the amount of \$57,933.08. Fleet Services and Purchasing have reviewed multiple Cooperative Contracts and found this to be the best value for the City.

This purchase is for the replacement of unit 07639 in Cost Center 673/Golf Course Maintenance.

This unit is in need of major repairs and Fleet has deemed it is not cost effective to make the repairs. Equipment replacement is analyzed based of age, usage, maintenance cost and re-sale value in determining the need for replacement. If this unit is not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

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

**CITY OF PLANO  
BID NO. 2015-442-O  
LARGE AREA CONTOUR ROTARY MOWER  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 3

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

**Bids Deemed Nonresponsive:** 0

**Number of Quotes Submitted:** 4

Luber Bros. Jacobsen AR-722 Model #68322	\$57,933.08
Professional Turf Products Toro Groundsmaster 4500-D Model #30857N	\$58,493.49
Professional Turf Products Toro Groundsmaster 4500-D Model #30881	\$62,734.02
C&M Golf & Grounds Equipment Jacobsen AR-722 Model #68132	\$63,975.00

**Apparent Low Cooperative Quote:**

Luber Bros. Jacobsen AR-722 Model #68322	\$57,933.08
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*Lincoln Thompson*

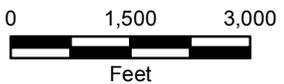
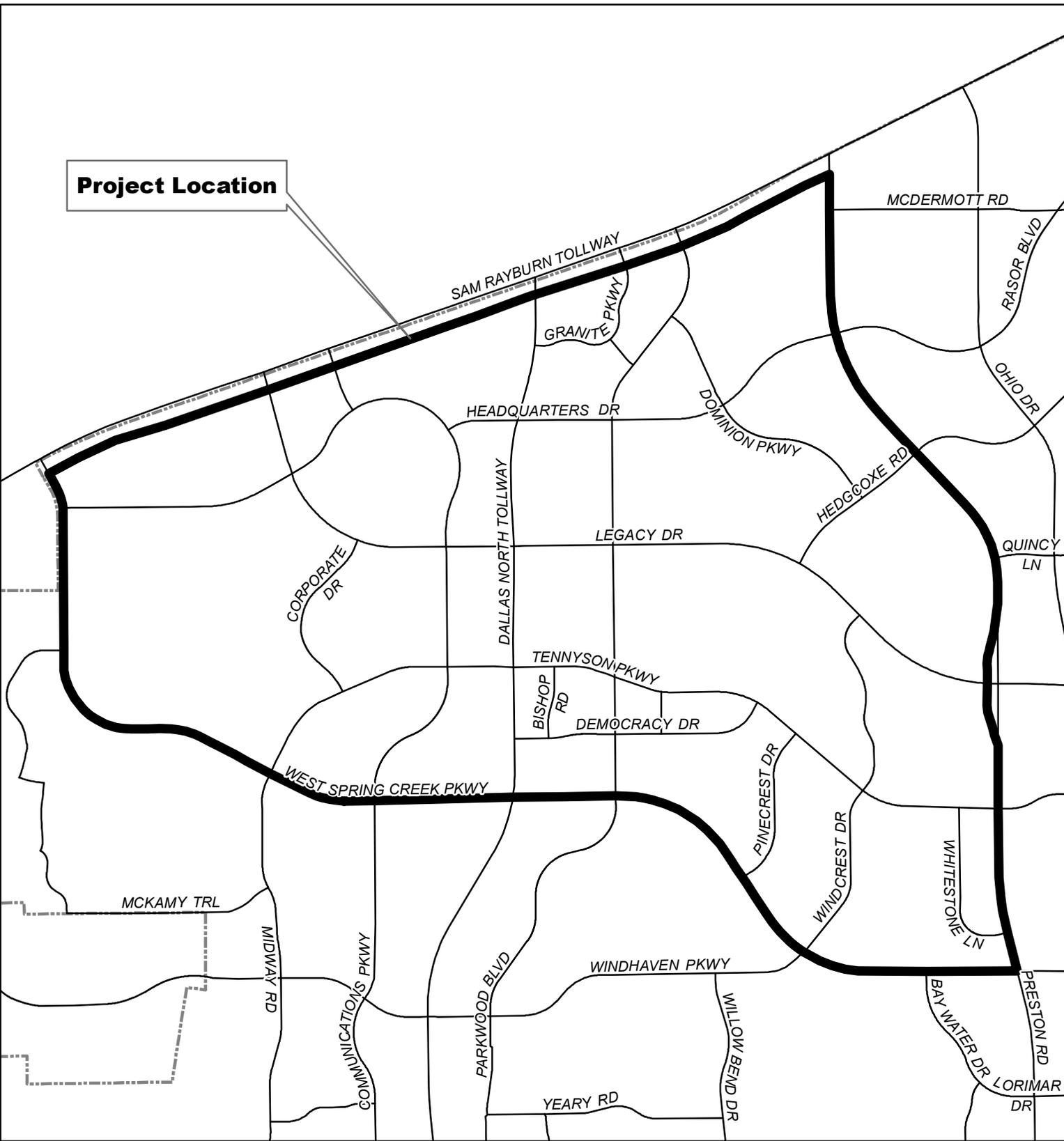
Lincoln Thompson  
Senior Buyer

*October 1, 2015*

Date



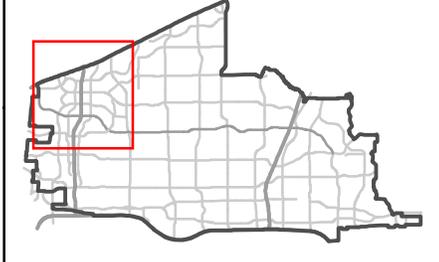
**Project Location**



City of Plano GIS Division  
October, 2015

# Legacy Business Area Project No. 6648

**Project Location**



# LEGACY BUSINESS AREA TRANSPORTATION MOBILITY STUDY

PROJECT NO. 6648

## PROFESSIONAL SERVICES AGREEMENT

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

### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **LEGACY BUSINESS AREA TRANSPORTATION MOBILITY STUDY** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

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

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

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

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

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

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

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

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

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

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL**

**PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.**

### **VIII. Independent Contractor**

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

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

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

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

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

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

## **XI. Contract Termination**

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

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

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

## **XIII. Ownership of Documents**

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

## **XIV. Complete Contract**

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

## **XV. Mailing of Notices**

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

City of Plano  
Engineering Department, Suite 250  
Attn: Lloyd Neal, PE  
P.O. Box 860358  
Plano, TX 75086-0358

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

Kimley-Horn and Associates, Inc.  
Attn: Tom Grant, PE  
2201 West Royal Lane, Suite 275  
Irving, TX 75063

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

## **XVI. Miscellaneous**

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

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

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

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

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

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

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

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

E. Severability:

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

F. Effective Date:

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

CONTINUED ON NEXT PAGE

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**KIMLEY-HORN AND ASSOCIATES, INC.**  
A North Carolina Corporation licensed to do  
business in the State of Texas

DATE: 09/22/15

BY:   
Eric Smith  
ASSISTANT SECRETARY

**CITY OF PLANO, TEXAS**

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

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

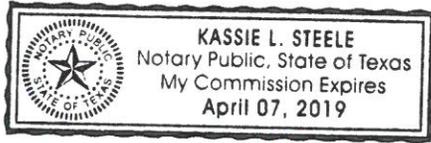
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 22 day of September, 2015, by **ERIC SMITH, ASSISTANT SECRETARY OF KIMLEY-HORN AND ASSOCIATES, INC.**, a **NORTH CAROLINA** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



*Kassie L. Steele*

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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

## **Exhibit A Scope of Services**

The City of Plano, Texas, hereinafter called City, hereby engages Kimley-Horn and Associates, Inc., hereinafter called Engineer, to perform professional services in connection with the Legacy Business Area Transportation Mobility Study, hereinafter called Project.

**PROJECT.** The Project is described as follows:

The City would like a comprehensive transportation study of the Legacy Business Area that considers the existing conditions and future growth. This area is generally bounded by the Sam Rayburn Tollway to the north, Preston Road to the east, Spring Creek Parkway to the south, and Spring Creek Parkway to the west. This study will incorporate feedback from stakeholders, such as area employers/developers, Collin County, DART, NTTA, TxDOT, and NCTCOG. The study will include a series of multi-modal recommendations for the area to improve mobility.

The Scope for this project provides engineering services as described in the following sections:

- I. General Requirements
- II. Specific Requirements
- III. Project Deliverables
- IV. Miscellaneous

### **I. General Requirements**

The Engineer will manage the services outlined in this scope as efficiently and effectively as practicable. The Engineer will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the City's Project Manager and other assigned City representatives.

#### **A. Managing the Team**

- 1. Lead, manage and direct design team activities
- 2. Communicate internally among team members
- 3. Task and allocate team resources

## B. Communications and Reporting

1. Prepare invoices and submit monthly in the format requested by the City.
2. Prepare and submit monthly progress reports in the format provided by the respective City Department.

## C. Meetings

1. The Engineer will attend a kickoff meeting with City staff to confirm and clarify the project scope, document City objectives, and discuss City requirements.
2. The Engineer will prepare for and conduct up to eight (8) other meetings that could include the following:
  - a. Project status / submittal review meeting with the City, other agencies, and/or the advisory group
  - b. Combined stakeholder workshop
  - c. City Council meeting

The City is responsible for notifying stakeholders and securing locations for each meeting. The Engineer will be responsible for preparing materials for each meeting, which could include an agenda, handouts, boards, and/or a PowerPoint.

Individual or small group interviews are included as part of Task II.A.1.d.

## II. Specific Requirements

The study will follow the estimated completion schedule provided in Exhibit B.

The Engineer shall develop recommendations for auto, transit, bicycle, and pedestrian improvements within the study area.

The following activities apply for the study:

### A. Basic Services for this project shall include:

1. Data Collection
  - a. Review previous available studies (TIAs, corridor studies, transit plans, etc.)
  - b. Collect the following available data:
    - Available transit ridership, transit schedules, and routes (provided by City or DART)

- DART's 2015 transit study for Plano and 2015 transit plan for Frisco (provided by DART)
  - Historical traffic counts (provided by NCTCOG and City)
  - Signal timing and Synchro intersection network (provided by City)
  - Roadway and intersection planned improvements for current and future projects (from City, NCTCOG, TxDOT, NTTA, private developments)
  - City design standards (provided by City)
  - Previous bicycle planning and pedestrian planning documents (provided by City)
  - GIS files that include right-of-way, parcel lines, appraisal district data, sidewalks, street centerlines, building footprints, thoroughfare plan, planned pedestrian and bicycle facilities (on and off-street), rail lines (provided by City)
  - NCTCOG aerial photography (provided by City)
- c. Summarize available information from planned developments in the study area and regional developments near the study area.
- d. Conduct individual or small group stakeholder interviews (up to 12). The intent of the interviews is to get feedback from the stakeholders on current operation of all modes of travel, existing transportation concerns and recommendations, future development plans, and short and long-term transportation needs. The City is responsible for notifying stakeholders and securing locations for each interview. A memorandum will be prepared to summarize the interviews. The following stakeholders are anticipated:
- City of Plano
  - Selected Employers/Developers within the study area (e.g., Granite, KDC, Karahan Companies, Children's Health, and Capital One)
  - Collin County
  - DART
  - NTTA
  - TxDOT
  - NCTCOG
  - City of Frisco
- e. Assist the City with the creation of the advisory committee by providing recommendations for candidate participants and discussing possible committee structure and responsibilities.
- f. Create a weekday Synchro intersection model (AM peak hour, midday peak hour, and PM peak hour) of the signalized intersections (up to 50 intersections) in the area, based on available networks developed for NCTCOG, City of Plano, and previous TIAs. Use recent available AM, midday, and PM peak hour intersection turning movement counts, which

are anticipated to be at approximately 36 locations. Supplement the existing turning movement counts with additional AM, midday, and PM peak period turning movement counts collected at up to 14 more intersections (collected as a Special Service under Task II.B). If additional traffic counts are needed for this study, they will be collected as an additional service.

## 2. Plan Development

### a. Travel Demand Modeling

- Subarea model scenarios will be performed by NCTCOG. The anticipated scenarios are as follows:
  - Existing model year (anticipated year 2014)
  - Financially constrained improvements with revised demographics (anticipated model year 2028)
  - Additional financially unconstrained improvements with revised demographics (anticipated model year 2028)
- Review model demographics for the study area and provide revised demographic information to NCTCOG
- Meet up to two times with NCTCOG to discuss the modeling efforts
- Review model outputs, such as forecasted traffic volumes and roadway link capacities, and summarize findings comparing the sub area scenarios

### b. Transit Strategy

- Review DART's 2015 transit study for Plano and 2015 transit plan for Frisco. Incorporate the transit plans into the report.
- Summarize existing and future planned transit service for the study area.
- Recommend specific operational and station improvements.
- Explore the following ideas and provide conceptual recommendations:
  - Extension of commuter rail
  - Expansion of regional bus system, which may expand on DART's 2015 transit study with ideas such as a Bus Rapid Transit route or priority routes
  - Local circulation system with potential route and stop locations
  - Connectivity to Northwest Plan Park & Ride
  - Technology enhancements, such as enhanced stations with real-time arrival information
  - Transportation Demand Management (TDM)

### c. Automobile Strategy

- The Engineer will perform in-field verification of the existing roadway network and intersection characteristics for the 50 study area signalized intersections
- Evaluate the existing traffic conditions (2015) at the study area signalized intersections using existing timing during the weekday AM, midday, and PM peak hours
- Determine the 10-year horizon future traffic at each study intersection and on each thoroughfare by using historic growth rates, anticipated future developments, and NCTCOG modeling
- Evaluate 10-year horizon future traffic operations at the study area signalized intersections with financially constrained improvements
- Evaluate 10-year horizon future traffic operations at the study area signalized intersections with financially unconstrained improvements
- Review NCTCOG model outputs and perform an arterial segment analysis based on daily volumes and roadway link capacities (v/c) provided by NCTCOG
- Recommend intersection geometry and roadway network improvements
- Recommend Master Thoroughfare Plan updates, if applicable
- Explore the following ideas and provide conceptual recommendations:
  - Adaptive Traffic Signal Control strategy
  - ITS improvements, such as signal system upgrades and dynamic message signs
  - Corridor retiming locations
  - TDM, such as carpooling/rideshare, telecommuting, and offset work hours for businesses
  - Private sector innovation strategies
  - Parking strategies (such as on/off-street, timed parking restrictions, enforcement) and possible parking locations (structured/surface)
  - Construction strategies to limit impacts to traveling public, such as lane closure coordination and peak hour limitations on construction

### d. Bicycle and Pedestrian Strategy

- Review existing and planned bicycle and pedestrian facilities
- Identify pedestrian and bicycle barriers
- Recommend additional on and off-street facilities for bicycles and pedestrians, which could include recommended mid-block crossing locations

- Explore the following ideas and provide conceptual recommendations:
  - Bike share
  - ADA and crosswalk improvements
  - Connectivity to transit
  - TDM
  - Taxi stands
  - Social media / website communication

### 3. Report

The Engineer shall develop recommendations from operational analyses, site observations, Stakeholder input and summarize into a draft report. The Final Report will address one round of revisions based on comments. The report will include the following:

- Strategies for automobiles, transit, bicycles and pedestrians
- NCTCOG model results
- Recommendations (financially unconstrained) with planning-level costs, right-of-way considerations, and exhibits
- Implementation prioritization (short, intermediate, and long-range for each mode of travel) and strategy
- Surface Street Improvement exhibit and table for the short, intermediate, and long-range recommendations
- Possible funding sources and candidates for participation for the different recommendations

#### B. Special Services for this project shall include:

##### 1. Traffic Counts (Reimbursable Task)

The Engineer will engage the services of a sub consultant to provide traffic data collection as follows:

- a. Vehicle turning movement counts and pedestrian counts during the weekday AM peak period (7-9 AM), Midday (12-2 PM) and PM peak period (4-6 PM) for up to 14 locations.

### III. Project Deliverables

#### A. The following deliverables will be produced as part of Section I, General Requirements:

- 1. Meeting summaries shall be prepared for all meetings with City staff by the Engineer

2. Meeting summaries shall be prepared for all meetings with Stakeholders by the Engineer
3. Monthly invoices
4. Monthly progress reports

B. The following deliverables will be produced:

1. Synchro traffic model for weekday AM, Midday, and PM peak hours. Existing conditions, 10-year growth with committed improvements, 10-year growth with additional recommendations
2. Draft and Final Report. The draft and final report will be provided in PDF format. Up to 10 bound color printed copies of the final report will be provided to the City.
3. Exhibits and tables with recommendations (financially unconstrained) with planning level costs and right-of-way considerations
4. Implementation prioritization and strategy. Consider a phased approach to implementing the proposed improvements for short, intermediate, and long-term.

#### **IV. Miscellaneous**

A. Additional Services not included in this Scope of Services

The City and Engineer agree that the following services are beyond the Scope of Services described in the tasks above. However, the Engineer can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Engineer as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

1. Performance of miscellaneous and supplemental services related to the project as requested by the City.
2. Additional data collection and analysis, such as weekend analysis and signal warrant analysis
3. Design or implementation of recommendations
4. Further evaluation of conceptual recommendations, such as corridor signal timing plans and ITS specifications
5. Opinions of Probable Construction Costs. Planning-level costs for recommendations are included in the Scope of Services.

6. Parking analysis (data collection, existing and future supply and demand, shared parking analysis, etc.)
7. Any services not specifically provided in the scope of services.

## EXHIBIT "B"

### SCHEDULE OF WORK

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Task Description	Estimated Schedule
Data Collection	November - December
Stakeholder interviews	
NCTCOG Coordination	
Plan development with initial recommendations	January - February
Obtain NCTCOG existing and financially constrained model results; provide additional roadway network modifications for financially unconstrained model	
Stakeholder workshop	
Obtain NCTCOG financially unconstrained model results	March
Draft report	
Stakeholder workshop	
Final report	April
City Council presentation	

The schedule is dependent on factors outside of the Engineer's control, such as City review times and NCTCOG model scenarios. We will update the schedule accordingly as requested.

**EXHIBIT "C"**

**COMPENSATION AND METHOD OF PAYMENT**

<b>GENERAL REQUIREMENTS (Lump Sum)</b>		
Managing the Team	\$	1,000.00
Communicating and Reporting	\$	2,000.00
Meetings (Preparation, Attendance, and Meeting Notes)	\$	16,000.00
<b>BASIC SERVICES (Lump Sum)</b>		
Task 1: Data Gathering	\$	31,000.00
Task 2A: Travel Demand Modeling Support	\$	15,000.00
Task 2B: Transit Strategy	\$	16,000.00
Task 2C: Auto Strategy	\$	29,000.00
Task 2D: Bike/Ped Strategy	\$	14,000.00
Task 3: Report	\$	29,000.00
<b>SPECIAL SERVICES (Reimbursable)</b>		
Traffic Counts (through a sub-consultant)		\$7,000
<b>TOTAL FEE</b>	<b>\$</b>	<b>160,000.00</b>

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

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

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

#### Professional Errors and Omissions

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

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

## ENGINEERING

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2015

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

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

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C No. Ext):</b> (770)552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com	<b>FAX (A/C No.):</b> (866)550-4082
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	<b>INSURER A</b> National Union Fire Ins Co 19445 A	
	<b>INSURER B</b> Commerce & Industry Insurance 19410 A	
	<b>INSURER C</b> New Hampshire Insurance Company 23841 A	
	<b>INSURER D</b> Lloyd's of London 085202 A	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 15-16 (Kimley Amanda) 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	<b>GENERAL LIABILITY</b>			9645227	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			4982985	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE 020733086	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			39901450 (AOS)	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liability</b>			P070831500	4/1/2015	4/1/2016	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: For All Projects with the City of Plano. The The City of Plano, including its elected & appointed officials, agents, volunteers & employees are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the City of Plano.

### CERTIFICATE HOLDER

### CANCELLATION

City of Plano P.O. Box 860358 Plano, TX 75086-0358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  David Collings/JERRY <i>David A. Collings</i>
--	--

## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### A. No Prohibited Interest

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

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

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

#### B. Equal Rights Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Kimley-Horn and Associates, Inc.

By:

*[Handwritten Signature]*  
Signature

ERIC Z. SMITH  
Print Name

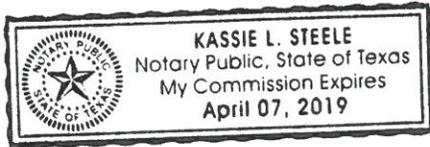
ASSISTANT SECRETARY  
Title

09/22/15  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 22 day of September, 2015.

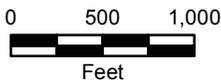
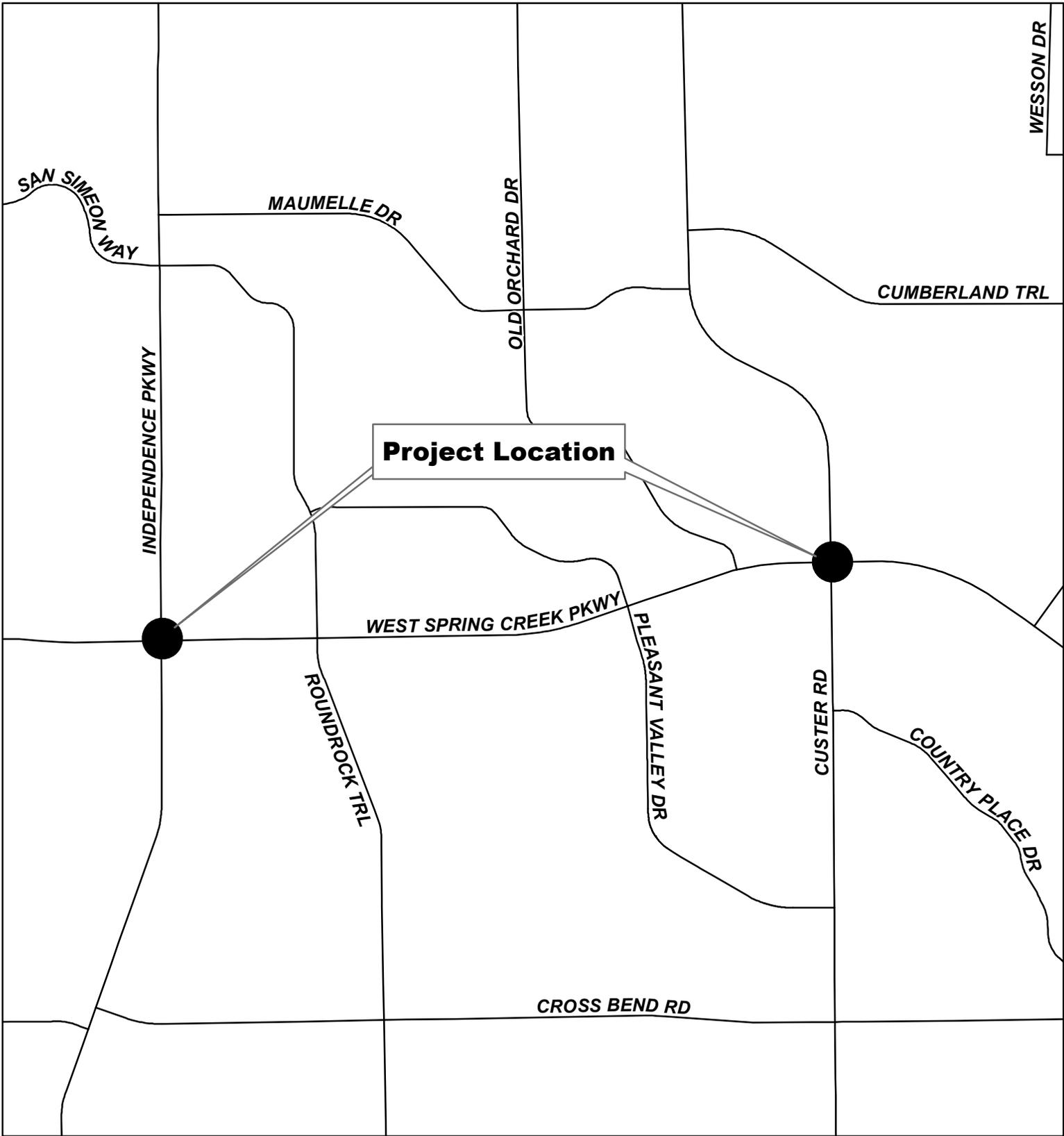
*Kassie L. Steele*  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

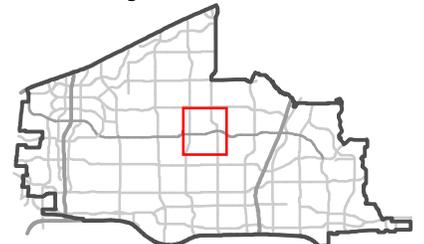
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 5992
<b>CAPTION</b>				
To Tiseo Paving Co., increasing the contract by \$196,578 for the Spring Creek Parkway Corridor Project, Change Order No. 1. Original Bid No. 2013-51-B.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,446,429	564,767	0	<b>2,011,196</b>
Encumbered/Expended Amount	-1,446,429	-314,767	0	<b>-1,761,196</b>
This Item	0	-196,578	0	<b>-196,578</b>
BALANCE	0	53,422	0	<b>53,422</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Street Improvements CIP. The first change order to the existing contract, in the amount of \$196,578, will leave a current year balance of \$53,422 available for future street improvement expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to further address infrastructure needs associated with current projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Change Order, in the amount of \$196,577.04, is for approximately 50 items that are part of the existing bid items in the contract, item numbers 101 through 218 that either over ran or under ran the quantity estimated in the contract, and for 11 items that were added to the contract as shown on the attached change order.</p> <p>Staff recommends approval of this Change Order No. 1. The contract total will be \$5,418,674.83, which includes this change order amount, and adds 3.90% to the cost of the contract. The original contract amount is \$5,222,096.89.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	
Change Order No. 1				



City of Plano GIS Division  
October, 2015

## Spring Creek Parkway Corridor Project No. 5992

**Project Location**



**CHANGE ORDER NO. 1**

**SPRING CREEK PARKWAY CORRIDOR  
PROJECT NO. 5992  
PURCHASE ORDER NO. 104292  
CIP NOS. 37762,  
BID NO. 2013-51-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 **TISEO PAVING CO.** for the **SPRING CREEK PARKWAY CORRIDOR PROJECT**, dated January 14, 2013.

B. DESCRIPTION OF CHANGE

There are approximately 50 items that are part of the **existing** bid items in the contract, item numbers 101 through 218 that either over ran or under ran the quantity estimated in the contract. The actual installed quantities have been measured and are reflected in the table in **Section C**.

**Additional items** that were added the job are itemized as follows:

219	ASIAN JASMINE (1 GALLON) TO MATCH EXISTING LANDSCAPE
220	MULCH FOR ASIAN JASMINE
221	DOWELLED CURBWALL (SE CORNER OF INDEPENDENCE AND SPRING CREEK)
222	LIGHT RENTAL
223	REMOVE & REPLACE MEDIAN DUE TO ONCOR ADDED CONDUCT
224	2" BORE FOR ONCOR CONDUCT
225	GUARDRAIL ADDED ON WEST BD SPRING CREEK DUE TO TRAFFIC HAZARD
226	ASPHALT REMOVAL (UNDER EXISTING CONCRETE)
227	SANITARY SEWER CUT & PLUG
228	2" BORE FOR ONCOR CONDUCT (REQUEST BY ONCOR)

229	EXISTING FIRE HYDRANT EXTENSION

C. EFFECT OF CHANGE

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

Item No.	Item Description	UNIT	Original Quantity	TOTAL WORK TO DATE	Unit Price \$	Amount of Change \$
	<b>PAVING AND DRAINAGE</b>					
101	UNCLASSIFIED STREET EXCAVATION	CY	35,222.00	35,186.60	\$7.40	(261.96)
102	REMOVE & RECYCLE REINF. CONCRETE PVMT	SY	43,400.00	45,942.93	\$3.00	7,628.79
103	REMOVE & RECYCLE CONCRETE DRIVE	SY	4,416.00	4,506.88	\$2.35	213.57
104	REMOVE & RECYCLE SIDEWALKS	SY	2,758.00	2,812.26	\$2.20	119.37
105	BUSINESS DRIVEWAY SIGN (D70B)	EA	10.00	-	\$30.00	(300.00)
113	48" TRAFFIC SIGNAL DRILLED SHAFT FOUNDATION	LF	176.00	162.00	\$240.00	(3,360.00)
115	3" PVC CONDUIT (SCH 40)	LF	170.00	175.00	\$9.30	46.50
127	HYDRATED LIME (36#/SY)	TON	834.00	1,095.96	\$160	41,913.60
128	6" LIME TREATED SUBGRADE	SY	46,289.00	56,371	\$3.95	39,823.00
129	8" REINF. CONCRETE PVMT	SY	44,526.00	44,474.19	\$38.60	(1,999.87)
130	REINF. CONC. DRIVE	SY	5,144.00	5,797.98	\$39.60	25,897.61
131	CONCRETE CURB AND GUTTER	LF	940.00	1,187.00	\$16.50	4,075.50
132	MEDIAN PAVING STONE	SY	363.00	509.67	\$71.25	10,450.24
133	MEDIAN NOSE	EA	17.00	14.00	\$450.00	(1,350.00)
134	SIDEWALKS	SY	2,408.00	2,790.80	\$33.00	12,632.40
135	TYPE A RAMP	EA	2.00	3.00	\$880.00	880.00
136	TYPE E RAMP	EA	49.00	52.00	\$880.00	2,640.00
139	TYPE 6 RETAINING WALL	SF	500.00	-	\$42.00	(21,000.00)
140	BLOCK SODDING	SY	35,310.00	41,018.00	\$4.90	27,969.20

CHANGE ORDER No. 1  
Spring Creek Parkway Corridor – Project No. 5992  
Page 3

141	LONGITUDINAL BUTT JOINT	LF	4,562.00	4,886.70	\$5.00	1,623.50
143	4" WHITE REFL. TRAFFIC BUTTON	EA	1,964.00	1,771.00	\$2.95	(569.35)
144	4" WHITE NON-REFL. TRAFFIC BUTTON	EA	3,684.00	2,945.00	\$2.70	(1,995.30)
145	4" YELLOW REFL. TRAFFIC BUTTON	EA	31.00	90.00	\$2.95	174.05
146	4" YELLOW NON-REFLECTIVE TRAFFIC BUTTON	EA	31.00	131.00	\$2.70	270.00
147	FIRE LANE PAVEMENT MARKING	LF	1,460.00	-	\$1.30	(1,898.00)
148	4" TRAFFIC PAINT	LF	198.00	-	\$0.80	(158.40)
149	8" WIDE "PUPPY TRACK" PAVEMENT MARKING	LF	287.00	280.00	\$3.35	(23.45)
150	THERMOPLASTIC ARROW	EA	80.00	90.00	\$118.50	1,185.00
151	24" THERMO STOP BAR	LF	616.00	586.00	\$5.50	(165.00)
152	THERMO CROSSWALK MARKING	SY	195.00	203.00	\$42.00	336.00
153	RELOCATE EXISTING TRAFFIC SIGN	EA	3.00	6.00	\$400.00	1,200.00
155	STREET LIGHT FOUNDATION W/ MOW STRIP	EA	26.00	27.00	\$1,240.00	1,240.00
156	STREET LIGHT PULL BOX	EA	6.00	8.00	\$640.00	1,280.00
158	RECESSED 6' CURB INLET	EA	4.00	5.00	\$2,885.00	2,885.00
159	RECESSED 8' CURB INLET	EA	2.00	3.00	\$3,040.00	3,040.00
161	RECESSED 12' CURB INLET	EA	3.00	4.00	\$3,800.00	3,800.00
163	10' CI(2)-02(DAL) CURB INLET	EA	2.00	-	\$5,100.00	(10,200.00)
166	21" RCP BY OPEN CUT	LF	1,500.00	1,536.00	\$75.20	2,707.20
167	24" RCP BY OPEN CUT	LF	679.00	684.00	\$83.50	417.50
168	30" RCP BY OPEN CUT	LF	533.00	547.00	\$101.00	1,414.00
169	TYPE A MANHOLE	EA	2.00	3.00	\$2,900.00	2,900.00
171	CONNECT TO EXISTING STORM SEWER	EA	12.00	11.00	\$775.00	(775.00)
172	CONNECT TO EXIST STORM, INSTALL PRECAST WYE & COLLARS	EA	3.00	6.00	\$2,600.00	7,800.00
173	REMOVE RIP RAP	SY	15.00	94.00	\$50.00	3,950.00
200	8" SANITARY SEWER ASTM 2241 PVC	LF	353.00	342.00	\$58.00	(638.00)

CHANGE ORDER No. 1  
 Spring Creek Parkway Corridor – Project No. 5992  
 Page 4

204	TRENCH SAFETY PLAN IMPLEMENTATION	LF	5,534.00	6,769.00	\$2.06	2,544.10
205	3" CERCIS CANAPENSIS SP TREE	EA	15		\$285.00	(\$4,275.00)
206	4" QUERCUS MACROCARPA	EA	6		\$335.00	(\$2,010.00)
207	4" QUERCUS TEXANA TREE	EA	12		\$335.00	(\$4,020.00)
208	4" ULMUS CRASSIFOLIA TREE	EA	11		\$335.00	(\$3,685.00)
209	3" QUERCUS VIRGIANIANA TREE	EA	1		\$260.00	(\$260.00)
213	ASPHALT TEMP PVMT	TN	2,074.00	2,050.71	\$133.00	(3,097.57)
216	HIGH EARLY STENGTH CONCRETE PVMT	SY	300.00	-	\$70.00	(21,000.00)
217	REPLACE EXISTING CONC. PVMT	SY	4,992.00	5,247.27	\$49.85	12,725.21
218	REMOVE & SALCAGE EXISTING GATE VALVE	EA	14.00	12.00	\$550.00	(1,100.00)

	WATER	UNIT	ORIGINAL QUANTITY	TOTAL WORK TO DATE	UNIT PRICE \$	
175	6" WATERLINE (PVC) BY OPEN CUT	LF	197.00	227.00	\$64.00	1,920.00
176	8" WATERLINE (PVC) BY OPEN CUT	LF	2,859.00	2,888.00	\$64.90	1,882.10
177	18" WATERLINE (PVC) BY OPEN CUT	LF	898.00	950.00	\$84.50	4,394.00
183	REMOVE & SALVAGE EXISTING FIRE HYDRANT	EA	9.00	10.00	\$ 465.00	465.00
184	6" X 6" TAPPING SLEEVE	EA	3.00	4.00	\$ 2,300.00	2,300.00
186	8" X 8" TAPPING SLEEVE	EA	4.00	1.00	\$ 2,700.00	(8,100.00)
190	20" WATERLINE ENCASING PIPE	LF	60.00	70.00	\$ 145.00	1,450.00
191	NEW WATER SERVICE AND METER BOX	EA	10.00	7.00	\$1,750.00	(5,250.00)
193	WATER METER	EA	1.00		\$1,450.00	(1,450.00)
	<b>ADDED ITEMS</b>					
219	ASIAN JASMINE (1 GALLON)	EA	780.00	780.00	\$6.85	\$5,343.00
220	MULCH FOR ASIAN JASMINE	SF	780.00	780.00	\$0.80	\$624.00

221	DOWELLED CURB/WALL (SE CORNER OF INDEPENDENCE AND SPRING CREEK)	LS	1.00	1.00	\$1,650.00	\$1,650.00
222	LIGHT RENTAL	LS	1.00	1.00	\$509.76	\$509.76
223	REMOVE AND REPLACE MEDIAN	LS	1.00	1.00	\$2,237.50	\$2,237.50
224	2" CONDUIT	LF	445.00	445.00	\$19.00	\$8,455.00
225	GUARDRAIL	LS	1.00	1.00	\$10,588.00	\$10,588.00
226	ASPHALT REMOVAL	SY	5,104.58	5,104.58	\$4.20	\$21,439.24
227	SAN. SEWER CUT AND PLUG	EA	4.00	4.00	\$750.00	\$3,000.00
228	2" BORE	LF	100.00	100.00	\$19.00	\$1,900.00
229	EXISTING FH EXTENSION	EA	1.00	1.00	\$1,580.00	\$1,580.00
	<b>TOTAL CHANGE ORDER</b>					<b>\$196,577.04</b>

C. EFFECT OF CHANGE

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

Original Contract Amount	\$ <u>5,222,096.89</u>
Contract Amount (Including Previous Change Orders)	\$ <u>5,222,096.89</u>
<b>Amount, Change Order No.</b>	<b>\$ <u>196,577.04</u></b>
<b>Revised Contract Amount</b>	<b>\$ <u><u>5,418,674.83</u></u></b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b><u>3.90%</u></b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order, in addition to delays caused by franchise utility conflicts, will add 178 days to this project:

Original Contract Time	<u>320 days</u>
Amount (Including Previous Change Orders)	<u>320 days</u>
<b>Amount, Change Order No.</b>	<u>178 days</u>
<b>Revised Contract Time</b>	<u>498 days</u>
<b>Total Percent Increase Including Previous Change Orders</b>	<u>55.60%</u>

E. AGREEMENT

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

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **TISEO PAVING CO.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated JANUARY 14, 2013.

F. AUTHORITY TO SIGN

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

**OWNER: CITY OF PLANO**

**CONTRACTOR: TISEO PAVING CO.**

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

Print  
Name: **BRUCE D. GLASSCOCK**

Print  
Title: **CITY MANAGER**

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

By: Robert Caudill  
(signature)

Print  
Name: **ROBERT CAUDILL**

Print  
Title: **VICE PRESIDENT**

Date: 10-15-15

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the 15 day of OCT, 2015, by **ROBERT CAUDILL, VICE PRESIDENT** of **TISEO PAVING CO.**, a **MICHIGAN** Corporation, licensed to do business in the **STATE OF TEXAS**, on behalf of said corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **BRUCE 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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 26, 2015		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley, Director		
Agenda Coordinator (include phone #): <b>Raini Layne ext. 5154</b>				
<b>CAPTION</b>				
Approval of expenditures for Urban/Town Center and Special Events Grants recommendations in the total amount of \$304,948 for support of the arts and cultural diversity within the City of Plano.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	304,948	
Encumbered/Expended Amount		0	0	0
This Item		0	-304,948	-304,948
BALANCE		0	0	0
<b>FUND(S):    CONVENTION &amp; TOURISM; GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this item is included in the approved FY 2015-16 Budget. The total amount of \$259,629 is funded from the Hotel/Motel Tax revenue within the Convention &amp; Tourism Fund. The total amount of \$45,319 is funded from the General Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing funding for Urban/Town Center and Special Events relates to the City's goal of Partnering for Community Benefit and Exciting Urban Centers – Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
The total expenditures of \$304,948 approved in the FY 2015-16 Budget will be distributed accordingly to the approved organizations no sooner than sixty (60) days prior to the execution of the event.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies Cultural Affairs Commission	



# Memorandum

**Date:** October 6, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Raini M. Layne, Sr. Budget Analyst  
**Subject:** Recommendation for Special Events and Urban/Town Center Awards for FY 2015-16

At the FY 2015-16 Budget Work Session on August 5, 2015, City Council reviewed Cultural Affairs Commission and Staff recommendations for the allocation of FY 2015-16 Urban/Town Center Grants and Special Events Grants. The following recommendations were accepted on September 14, 2015 when the City Council adopted in the FY 2015-16 Budget:

Urban/Town Center & Special Events

AsiaFest	\$ 17,500
Plano Balloon Festival	\$ 200,849
Plano International Festival	\$ 21,280

**TOTAL: \$ 239,629**

Special Events – Staff Recommended

MLK Celebration	\$ 6,000
Christmas Parade	\$ 15,957
July 4 <sup>th</sup> Parade	\$ 15,957
Sunset at Memorial Park	\$ 7,405
Lights of Legacy	\$ 20,000

**TOTAL: \$ 65,319**

This Council item is a request for expenditure approval in the total amount of \$304,948 to the above organizations through the 2015-16 fiscal year.

xc: Karen Rhodes-Whitley, Director of Budget & Research



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/26/2015			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>					
<b>CAPTION</b>					
To approve an expenditure for the lease of office space in the amount of \$79,569 from The Shops at Legacy (RPAI) L.P. for the Neighborhood Police Officer (NPO) Unit for a five (5) year term, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>FY 2015-16 thru FY 2020-21</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	13,200	66,369	<b>79,569</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-13,200	-66,369	<b>-79,569</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s):    GENERAL</b>					
<p><b>COMMENTS:</b> Expenditures will be made in the Police Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent for the remainder of FY 2015-16 is \$13,200 and will be covered by available funds in other accounts within the Police Budget. The estimated future amount is \$66,369 which will be made within approved budget appropriations, broken out as follows: \$15,060 in FY 2016-17, \$15,813 in FY 2017-18, \$16,603 in FY 2018-19, \$17,434 in FY 2019-20, and \$1,459 in FY 2020-21.</p> <p><b>STRATEGIC PLAN GOAL:</b> This Neighborhood Police Office lease agreement relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** October 14, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Gregory W. Rushin, Chief of Police *grushin*  
**Subject:** Bid No. 2016-0023-C - Amended and Restated Lease for Neighborhood Police Office, The Shops at Legacy

It is recommended that the lease agreement by and between the City of Plano and The Shops at Legacy through its managing agent RPAI Southwest Management LLC be amended and restated for Space No. 39 with an address of 7200 Bishop Road, Plano, Texas 75024. This is an amendment and restatement of an office lease dated June 9, 2008.

This site is currently the Police Department's location for the Neighborhood Police Office which provides police services for residents and businesses in the Shops at Legacy area and the Police Department recommends retaining this site.

The term of this agreement will begin on November 1, 2015 and ends on October 31, 2020, unless sooner terminated pursuant to the terms of the Lease. The rental periods are as follow as well as the basic annual and monthly rent:

November 1, 2015 – October 31, 2016	\$14,400.00 Annual	\$1,200.00 Monthly
November 1, 2016 – October 31, 2017	\$15,120.00 Annual	\$1,260.00 Monthly
November 1, 2017 – October 31, 2018	\$15,876.00 Annual	\$1,323.00 Monthly
November 1, 2018 – October 31, 2019	\$16,669.80 Annual	\$1,389.15 Monthly
November 1, 2019 – October 31, 2020	\$17,503.32 Annual	\$1,458.61 Monthly

The rental rates listed above are based on RPAI's cost involved for the break-even operation of this space and as such are well below the normal lease rate per square foot of premises rented for this area. If this amended and restated lease is not approved it will be necessary for the Police Department to relocate. Relocating may cause the Department to incur expenses for moving to and outfitting another location as well as a more expensive lease rate than that offered by RPAI. Also, the only nearby existing police facility, the Police Assembly facility at 5600 Democracy is unable to accommodate any additional police personnel without extensive remodeling. Locating outside The Shops at Legacy geographic area will impede the delivery of police services in this very popular and densely populated area of the City.

Funding for the remainder of Fiscal Year 2015/16 rent of \$13,200.00 is provided in 532.6201 and 532.6208.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10-26-15			
Department:		City Manager			
Department Head		Bruce Glasscock			
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Fourth Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: <b>2015-16</b>		<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):     GENERAL FUND</b>					
<b>COMMENTS:</b> Funding for this item is included in the 2015-16 Budget.					
STRATEGIC PLAN GOAL: Approval of this item relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
An amendment to City Manager's employment agreement.					
List of Supporting Documents: Fourth Amendment to Employment Agreement			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Fourth Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.**

**WHEREAS**, City of Plano, Texas (“Employer”) and Bruce D. Glasscock (“Employee”) entered into an Employment Agreement on March 28, 2011, setting forth the expectations and benefits to be provided to Employee while he serves as the Plano City Manager, which Agreement was further amended as follows: “First Amendment Employment Agreement” on April 22, 2013, “Second Amendment Employment Agreement” on November 11, 2013, and “Third Amendment Employment Agreement” on March 17, 2015; and

**WHEREAS**, Employer and Employee desire to further amend the Employment Agreement to increase the salary and provide additional vacation leave benefits; and

**WHEREAS**, the City Council has been presented a proposed Fourth Amendment Employment Agreement between the City of Plano, Texas and Bruce D. Glasscock, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Fourth Amendment Employment Agreement”); and

**WHEREAS**, upon full review and consideration of the Fourth Amendment Employment Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the Fourth Amendment should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Plano.

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

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

**Section II.** The Mayor or his authorized designee is hereby authorized to execute the Fourth Amendment Employment 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 Fourth Amendment Employment Agreement.

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

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## **Fourth Amendment to Employment Agreement**

This Fourth Amendment to the Employment Agreement is made and entered into this 27th day of October, 2015 by and between the City of Plano, a municipal corporation, (hereinafter called "Employer") and Bruce D. Glasscock (hereinafter called "Employee"), an individual, to set forth the obligations between the parties for the duties and benefits for Employee to serve as Plano City Manager, and the parties agree as follows:

### **Section 1: Purpose**

The purpose of this Agreement is to set forth the expectations and benefits to be provided the Employee while he serves as the Plano City Manager. The parties agree that this Agreement does not alter the at-will status of Employee as an employee of the City.

### **Section 2: Term**

A. The initial term of this Agreement was from February 18, 2011 through February 17, 2014.

B. At the end of the initial term, because the Employer had **not** provided notice to terminate under the terms of the Agreement, the Agreement began to renew annually for one (1) year term(s), which annual renewal shall continue unless the Agreement is terminated as provided herein.

C. The Employer must notify Employee in writing of its election to **not** renew the Agreement no later than November 18<sup>th</sup> of each year the Agreement is in effect; otherwise, the Agreement is extended for one additional year. Once the Employer elects to not renew, the Agreement is terminated on February 17<sup>th</sup> of the following year with no further obligations by either party including but not limited to the employment of Employee as City Manager or payment of any benefits, including the severance. Upon such termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

### **Section 3: Duties and Authority**

Employer agrees to appoint Employee as City Manager to perform all customary and usual functions and duties of the position of City Manager including but not limited to those specified by state law, City Charter, and any applicable city ordinances, resolutions and policies.

### **Section 4: Compensation**

Effective October 1, 2015, Employer agrees to pay Employee an annual base salary of Two Hundred and Eighty-Seven Thousand Eight Hundred and Eighty Five Dollars (\$287,885.00) in equal installments made at the same time that the other employees of the Employer are paid.

This Agreement shall be automatically amended to reflect any future salary adjustments that are provided by the Employer. Consideration shall be given on an annual basis to increase compensation.

**Section 5: Vacation Leave**

Employer to grant Employee additional vacation leave benefits as follows:

- A. Effective October 1, 2015, Employee will earn vacation leave at 18 hours per month.
- B. Employee will be allowed to accrue and carry over from year to year an unlimited amount of vacation hours.
- C. Upon separation of employment with the City employee will be paid for all accrued vacation.

**Section 6: Retirement**

The Employer agrees to pay its share of contributions to Employee's Texas Municipal Retirement System and Retirement Savings Plan benefits for Employee in accordance with the provisions of those plans.

**Section 7: General Business Expenses**

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employer's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs organizations.

**Section 8: Termination**

This Agreement may be terminated by: (1) a majority vote of the Plano City Council at a duly authorized public meeting, or (2) Employee giving ninety days' notice of his resignation to Employer and Employer accepting such resignation at a duly authorized public meeting. The Employer may reduce the notice period upon agreement of the Employee.

Upon termination, the Employee shall also be compensated for accrued sick leave and vacation time in accordance with the limitations for such payments under City policy.

**Section 9: Vehicle**

Employer shall provide to Employee a vehicle for Employee's unrestricted use during the effective period of this Agreement. Employer shall be responsible for maintaining insurance on said vehicle as well as all costs relating to the use and operation of said vehicle.

**Section 10: Severance**

Severance shall be paid only in the event that the Employee is terminated without cause, in which case the Employer shall provide a severance payment equal to one-half of Employee's annual base salary at the current rate of pay. The severance shall be paid in a lump sum within ten days of the effective date of the termination.

No severance is due if the Employee is terminated for cause.

No severance is due if Employer elects not to renew the Agreement in accordance with the provisions of Section 2(C) or if Employee resigns.

**Section 11: Performance Evaluation**

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

**Section 12: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, Employee shall be allowed to establish an appropriate work schedule.

**Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment unless otherwise approved by the City Council.

**Section 14: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 15: Other Terms and Conditions of Employment**

The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee that are not inconsistent with this Agreement.

**Section 16: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. This Agreement supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the same. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>GENERAL FUND</b>				
COMMENTS: Funding for this item is included in the 2015-16 Budget.				
STRATEGIC PLAN GOAL: Approval of this item relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
A Resolution of the City of Plano approving Employment Agreement for Paige Mims for City Attorney services.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
City Attorney Employment Agreement				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Employment Agreement between the City of Plano, Texas and Paige Mims for City Attorney services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Exhibit "A"

**CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between the City of Plano, Texas, a municipal corporation (hereinafter called the "Employer") and Paige Mims (hereinafter called the "Employee") (each a "Party" or collectively the "Parties"), both of whom understand and agree as follows:

**Recitals**

**WHEREAS**, the City Council for the City of Plano, Texas ("City Council") previously appointed Paige Mims as the City Attorney of the City of Plano, Texas ("City Attorney") as provided in the Charter of the City of Plano, Texas ("Charter") to begin duties on January 20, 2014; and

**WHEREAS**, the Employer desires to provide certain benefits, establish certain conditions of employment and to set certain working conditions for the Employee;

**NOW THEREFORE**, for and in consideration of mutual promises and covenants set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: Duties**

- A. Employer employs the Employee as City Attorney to perform the duties specified in the Charter, the job description for such position, and to legally perform other legally permissible and proper duties and functions of the position of City Attorney including such other duties and functions as the City Council shall from time to time assign to Employee.
- B. It shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Office of City Attorney consistent with the personnel policies, ordinances and Charter of the Employer.
- C. It shall also be the duty of the Employee to direct, assign, reassign, evaluate, and terminate, as appropriate, employees of the Office of City Attorney consistent with the policies, ordinances, Charter of the Employer, state and federal law.
- D. All duties assigned to the Employee by the City Council shall be appropriate and consistent with the professional role and responsibility of the Employee.
- E. Employee agrees to remain in the exclusive employment of the Employer, and neither to accept other employment nor to become employed by any other employer. The term "employed" shall not be construed to include occasional teaching, writing, consulting or mediation performed on Employee's time off or compensatory time off. Employee outside activities shall not interfere or conflict with any duties or responsibilities required under this Agreement.

- F. Employee warrants and agrees that Employee is licensed to practice law in this state without limitation. Employee shall maintain Employee's license to practice law in good standing during the term of the Agreement as a condition of employment.

## **Section 2: Term**

- A. The term of this Agreement shall be for an initial period of one (1) year beginning on the last date of execution hereof ("Effective Date"). This Agreement shall automatically be renewed on its anniversary date for successive periods of one (1) year each unless the Employer provides written notice to the Employee that the Agreement shall not be renewed at least sixty days (60) days prior to the expiration date of the then current term.

Notwithstanding the above, in the event the Employer provides written notice that the Agreement shall not be renewed, the term of this Agreement and the service of Employee as City Attorney shall terminate six (6) months after the date of such notice. In the event the Agreement is not renewed all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the then current term of the Agreement (as may be extended by the date of notice of non-renewal as applicable) unless Employee voluntarily resigns.

- B. Nothing in this Agreement shall create a definite or fixed term of appointment for Employee as City Attorney or prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject to the terms of this Agreement governing contractual severance or other accrued benefits to which the Employee shall otherwise be entitled under this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position as City Attorney, subject only to the specific provisions of this Agreement.

## **Section 3: Termination and Severance Pay**

- A. Termination without Cause. The Employer may, subject to payment of contractual severance pursuant to this Section terminate this Agreement and the services of Employee as City Attorney at any time, without cause, upon thirty (30) days prior written notice to Employee.
- B. Termination for Cause. Upon an affirmative vote of a majority of all members of the City Council the Employer may terminate the Employee at any time, for cause, and upon reasonable written notice to Employee, as set forth herein. In the event of termination for cause, the Employee shall be entitled to all compensation and all accrued benefits, earned through the date of termination. If the Employee is terminated for cause, the Employer shall have no obligation to pay any contractual severance as set forth in this Section.

For the purposes of this Agreement, "cause" shall mean and include, but is not limited to, any of the following:

1. Failure to fulfill the Employee's Duties as required in this Agreement;
2. Incompetence in the performance of the Employee's duties as documented by evaluations, supplemental memoranda, or other written communication from the Employer; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Employer has provided the Employee a reasonable opportunity to remediate any incompetency;
3. Insubordination or failure to comply with lawful written Employer directives, unless compliance with such directive would violate the law or ethical rules applicable to the Attorney;
4. Neglect of duties;
5. Illegal use of drugs, hallucinogens, or other substances regulated by state law;
6. Conviction of, including probation or deferred adjudication, deferred disposition of a felony or misdemeanor involving moral turpitude, theft, fraud, bribery, forgery, perjury, abuse of public office, illegal drugs or controlled substances, or a crime involving misapplication of public funds;
7. Disability, not otherwise protected by law, that impairs performance of the required duties of the Employer;
8. Knowingly falsifying records or documents related to the Employer's activities;
9. Knowing misrepresentation of material facts to the Employer or other City officials in the conduct of the Employer's business;
10. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the Employer, any agency or corporation thereof, or the Employee in the Employee's official capacity;
11. Loss of license to practice law; or
12. An order by any court of competent jurisdiction restraining, preventing, or otherwise impairing the ability of the Employee to perform the duties and responsibilities as City Attorney under this Agreement.

C. Severance Pay: In the event the Employee is terminated without cause by the City Council during the term of this Agreement, and the Employee is willing and able to perform the duties under this Agreement, the Employer agrees to pay the Employee contractual severance in a lump sum cash payment in an amount equal to six (6) months of the annual Base Salary at the rate of pay (excluding accumulated sick leave, vacation

leave, or other untaken leave or benefits). The severance pay shall be paid within ten (10) days after the effective date of the termination.

No severance pay is due if the Employee is terminated for cause.

No severance pay is due if Employer elects not to renew the Agreement in accordance with the provisions of this Agreement or if Employee voluntarily resigns.

- D. Resignation: In the event the Employee voluntarily resigns from the position as City Attorney during the term of this Agreement, the Employee shall give the Employer thirty (30) days prior written notice unless the Parties agree otherwise. In the event of a voluntary resignation the Employee shall not be paid any contractual severance as set forth in this Section.
- E. If the Employer reduces the Base Salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination without cause.

#### **Section 4: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Thousand Dollars (\$200,000.00), payable in installments at the same time as other employees of the Employer are paid subject to the same applicable deductions for employee benefit contributions.
- B. This Agreement shall be automatically amended to reflect any Base Salary adjustments that are provided by the City Council or required by the Employer's compensation policies.
- C. The Employer agrees to consider increases to the compensation of the Employee dependent upon the results of performance evaluations conducted under the provisions of this Agreement or at such other times as the City Council deems appropriate.

#### **Section 5: Sick Leave, Vacation and Retirement Benefits**

- A. In addition to the benefits provided in this Agreement, all provisions of the City Charter, the Ordinances and Personnel Rules of the Employee relating to health care, vacation, sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or may be amended, shall also apply to the Employee as they would to other employees of the Employer, insofar as those provisions, rules and regulations are not inconsistent with this Agreement.
- B. Employee agrees to allow participation of Employee in the Texas Municipal Retirement System in the same manner as that provided generally for other employees of the Employer. The Employer agrees to pay its share of contributions to Employee's Texas

Municipal Retirement System and Retirement Savings Plan benefits for Employee in accordance with the provisions of those plans.

**Section 6: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, Employee shall be allowed to establish an appropriate work schedule and to take compensatory time off as Employee shall deem appropriate during said normal office hours, provided such compensatory time does not interfere with the normal conduct of the office of City Attorney.

**Section 7: Performance Evaluation**

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. Consideration shall be given on an annual basis to increase the compensation of Employee based on such performance evaluations or at such other times as the City Council deems appropriate.

**Section 8: General Business Expenses**

- A. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Texas and professional dues, including but not limited to the International Municipal Lawyers Association, Texas City Attorney Association annual conferences, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, Texas City Attorney Association annual, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for the good of the Employer.

## **Section 9: Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with any provisions of law.

## **Section 10: Notices**

Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of Plano, Texas  
1520 K Avenue  
Plano, Texas 75074  
Attn: Mayor Harry LaRosiliere
  
- (b) EMPLOYEE: Paige Mims  
1520 K Avenue  
Plano, Texas 75074  
paigem@plano.gov

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as the date five days after the date of deposit in the custody of the United States Postal Service.

## **Section 11: General Provisions**

### **A. Entire Agreement:**

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral Agreements between the Parties respecting this subject matter.

### **B. Successor and Assigns:**

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party.

### **C. Governing Law:**

This Agreement is governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

D. **Amendment:**

This Agreement may be amended by the mutual written Agreement of the Parties.

E. **Severability:**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_ day of \_\_\_\_\_, 2015.

**EMPLOYER:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Harry LaRosiliere, Mayor

**Approved as to form and legality:**

By: *Peter G. Smith*  
Peter G. Smith, Special Legal Counsel

**EXECUTED** this \_\_\_ day of \_\_\_\_\_, 2015.

**EMPLOYEE**

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas invoking the defense and indemnification provision of Section 2-10 of the City Code of Ordinances; authorizing the City Attorney to retain legal counsel to provide legal representation to the City or its City Council members and to provide legal services related to same as necessary; authorizing the City Manager or his designee to execute any necessary documents; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Invoking provisions within ordinances that are in the best interest of the City of Plano relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
A Resolution of the City of Plano, Texas invoking the defense and indemnification provision of Section 2-10 of the City Code of Ordinances; authorizing the City Attorney to retain legal counsel to provide legal representation to the City or its City Council members and to provide legal services related to same as necessary.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City of Plano, Texas invoking the defense and indemnification provision of Section 2-10 of the City Code of Ordinances; authorizing the City Attorney to retain legal counsel to provide legal representation to the City or its City Council members and to provide legal services related to same as necessary; authorizing the City Manager or his designee to execute any necessary documents; and providing an effective date.**

**WHEREAS**, Section 2-10 of the City of Plano City Code of Ordinances provides for defense and indemnification of city officers and employees, including reasonable and necessary legal fees and expenses, for legal action related to acts arising out of their course and scope of employment that are performed in good faith; and

**WHEREAS**, the City Council hereby determines that faithful execution of legislative duties performed by City Council members in the course and scope of attending, discussing, and deliberating items on a City Council agenda in an open meeting in accordance with law is acting in good faith within the course and scope of employment, and is within the public duty of a City Council member; and

**WHEREAS**, actions of elected officials that are within the lawful scope of authority of City Council members on legislative issues, and which would satisfy the existing good faith standards under Texas law for official immunity, are clearly within the intended language of Section 2-10 of the City Code, and in the event of litigation based on such action, any said Council member is entitled to reasonable costs, fees and expenses including or related to legal fees for defense and indemnification relating to same; and

**WHEREAS**, the City Council determines that the defense and indemnification of such execution of legislative duties may entail either defending or initiating a legal action; and

**WHEREAS**, the City Council hereby determines that it is within the public interest that it authorize expenditure of public funds for reasonable and necessary legal expenses on behalf of the City or City Council members to defend or initiate legal action that will protect the legislative process, and provisions of the City Charter, to ensure independent, good faith performance of the duties of each City Council member in the course and scope of their office or employment, and within the public duty, unimpaired by the threat or risk of legal action as a result of performance of those duties; and

**WHEREAS**, the City Council finds it is in the best interest of the City to authorize the City Attorney to retain legal counsel to provide or arrange for legal representation of the City or members of the City Council based on such circumstances and the aforementioned basis.

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

**Section I.** The recitals set forth above are true and correct and are adopted herein as legislative fact findings, verbatim as if fully set forth at length.

**Section II.** The City Attorney or her authorized designee is hereby authorized to retain legal counsel to provide legal representation to the City or members of the City Council pursuant to the terms of City Code of Ordinances Section 2-10 in the aforementioned circumstances.

**Section III.** The City Manager or his authorized designee is hereby authorized to execute all necessary documents in connection therewith on behalf of the City of Plano.

**Section IV.** This Resolution shall become effective immediately after its passage.

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

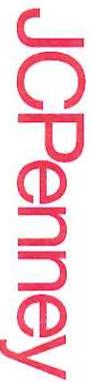
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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/26/15			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, repealing Resolution No. 2015-7-4(R) and adopting this resolution nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): <b>N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Nominating JC Penney to the Office of the Governor Economic Development and Tourism as a qualified business and enterprise project relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Request for Enterprise Project Nomination for job retention benefits.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Letter of Request					
Resolution					



6501 Legacy Drive  
Plano, TX 75024  
jcp.com

June 10, 2015

Mr. Bruce Glasscock  
City Manager  
City of Plano  
Post Office Box 860358  
Plano, Texas 75086

Mr. Bryan Daniel  
Director  
Office of the Governor  
Economic Development & Tourism  
Post Office Box 12428  
Austin, Texas 78711

Re: Project Description Letter for J. C. Penney Corporation, Inc.  
City of Plano, Texas Enterprise Project Application – Tab 11

Dear Mr. Glasscock and Mr. Daniel:

With 2014 annual revenue of \$11.9 billion, J. C. Penney Corporation, Inc. (“J. C. Penney”) has grown to be a major retailer operating 1,094 department stores in 49 states and Puerto Rico. Incorporated in Delaware in 2002, J.C. Penney is a principal operating subsidiary of J. C. Penney Company, Inc., incorporated in Delaware in 1924 that is publically traded on the New York Stock Exchange as “JCP”. J. C. Penney’s business consists of selling merchandise and services to consumers through its department stores and Internet website. J. C. Penney sells apparel and footwear, accessories, jewelry, beauty products and home furnishings. In addition, J. C. Penney stores provide customers with services such as styling salon, optical, portrait photography and custom decorating. Founded in 1902, J. C. Penney now employs approximately 109,015 people worldwide and has made a commitment to selling merchandise and services to consumers in the communities it serves.

J. C. Penney currently has 1111 locations in Texas employing 10,848 people statewide in addition to the Plano headquarters, located at 6501 Legacy Drive, Plano, Texas 75024 where they currently employ approximately 2,420 employees. Presently, J. C. Penney is serving customers in international markets and does not require any additional transportation needs.

Over the next five years, J. C. Penney anticipates spending over \$8.4 million in capital investment to update and make improvements to the Plano headquarters. These planned investments include, but may not be limited to, the following: lighting upgrades for all existing lighting; carpet replacement throughout the facility; roofing upgrades to the main building and parking garage; central plant chillers and cooling tower replacements; rebuilding all freight elevators and updating restrooms. J. C. Penney is committed to building on its legacy of responsible corporate citizenship by improving the social, environmental and ethical standards across their operations and together these

renovations and upgrades will enhance energy efficiencies, improve services, reduce elevator downtime, and enhance J. C. Penney's processes.

J. C. Penney currently has 2,420 people at its headquarters located in Plano, Texas and commits to retain the existing level of employment. These jobs meet the definition of a "retained job" in the Texas Government Code §2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. Given the proposed investment, no layoffs or reductions are anticipated at this time. J. C. Penney qualifies under Texas Government Code §2303.404 to receive an enterprise project designation because (1) it involved an expansion, renovation, or new construction; (2) it will be completed within the predetermined period of time not to exceed 5 years; and (3) J. C. Penney utilizes an accounting system that allows for tracking of income and expenses related to their headquarters facility.

J. C. Penney continues the legacy of founder James Cash Penney of giving back with a strong commitment to support the communities where J. C. Penney operates. Main national and local philanthropic efforts include giving, grants and sponsorships, disaster relief, in-kind donations and community engagement through associate giving and volunteerism. J. C. Penney associates strive to make their community a better place to live and to work through volunteer efforts and financial support for a variety of organizations benefiting a wide array of people throughout the community.

J. C. Penney is proud to be an integral part of the Plano community and will continue to be an active participant, contributor, and corporate citizen. J. C. Penney looks forward to working with the Texas Enterprise Zone Program and the City of Plano in the coming years.

Sincerely,



David Bullington  
Vice President – Tax Services  
J. C. Penney Corporation, Inc.

**A Resolution of the City of Plano, Texas, repealing Resolution No. 2015-7-4(R) and adopting this resolution nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.**

**WHEREAS**, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, ("Act") authorizes the designation of enterprise projects within an enterprise zone (or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone); and

**WHEREAS**, the City of Plano, Texas ("City") desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

**WHEREAS**, on June 22, 2015, the Plano, Texas City Council approved Ordinance 2015-6-11, electing to continue participating in the Texas Enterprise Zone Program and providing for local incentives available in each area within an enterprise zone and in each area not in an enterprise zone, which local incentives are the same today as they were provided in Ordinance 2015-6-11; and

**WHEREAS**, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank ("Bank") will consider J. C. Penney Corporation, Inc. as an enterprise project pursuant to a nomination and an application made by the City; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), J. C. Penney Corporation, Inc. has applied to the City for designation as an enterprise project; and

**WHEREAS**, on July 27, 2015, the City Council adopted a resolution nominating J. C. Penney Corporation, Inc.; however, that resolution incorrectly represented that it was located inside of an enterprise zone, thus the City wishes to adopt this resolution to correct the same; and

**WHEREAS**, the City finds that J. C. Penney Corporation, Inc. has represented to the City that it meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. J. C. Penney Corporation, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or honorably discharged veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of J. C. Penney Corporation, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

**WHEREAS**, the City finds that J. C. Penney Corporation, Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates J. C. Penney Corporation, Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the City finds that it is in the best interest of the City to nominate J. C. Penney Corporation, Inc. as an enterprise project pursuant to the Act.

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

**Section I.** That Resolution No. 2015-7-4(R) is hereby repealed in its entirety.

**Section II.** The City Council hereby finds that J. C. Penney Corporation, Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

**Section III.** That the findings of the City and its actions approving this resolution taken at the City Council meeting are hereby approved and adopted.

**Section IV.** That the enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

**Section V.** The City Manager, or his authorized designee, is hereby authorized to execute any documents in connection with the nomination on behalf of the City of Plano referenced above.

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

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

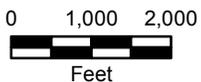
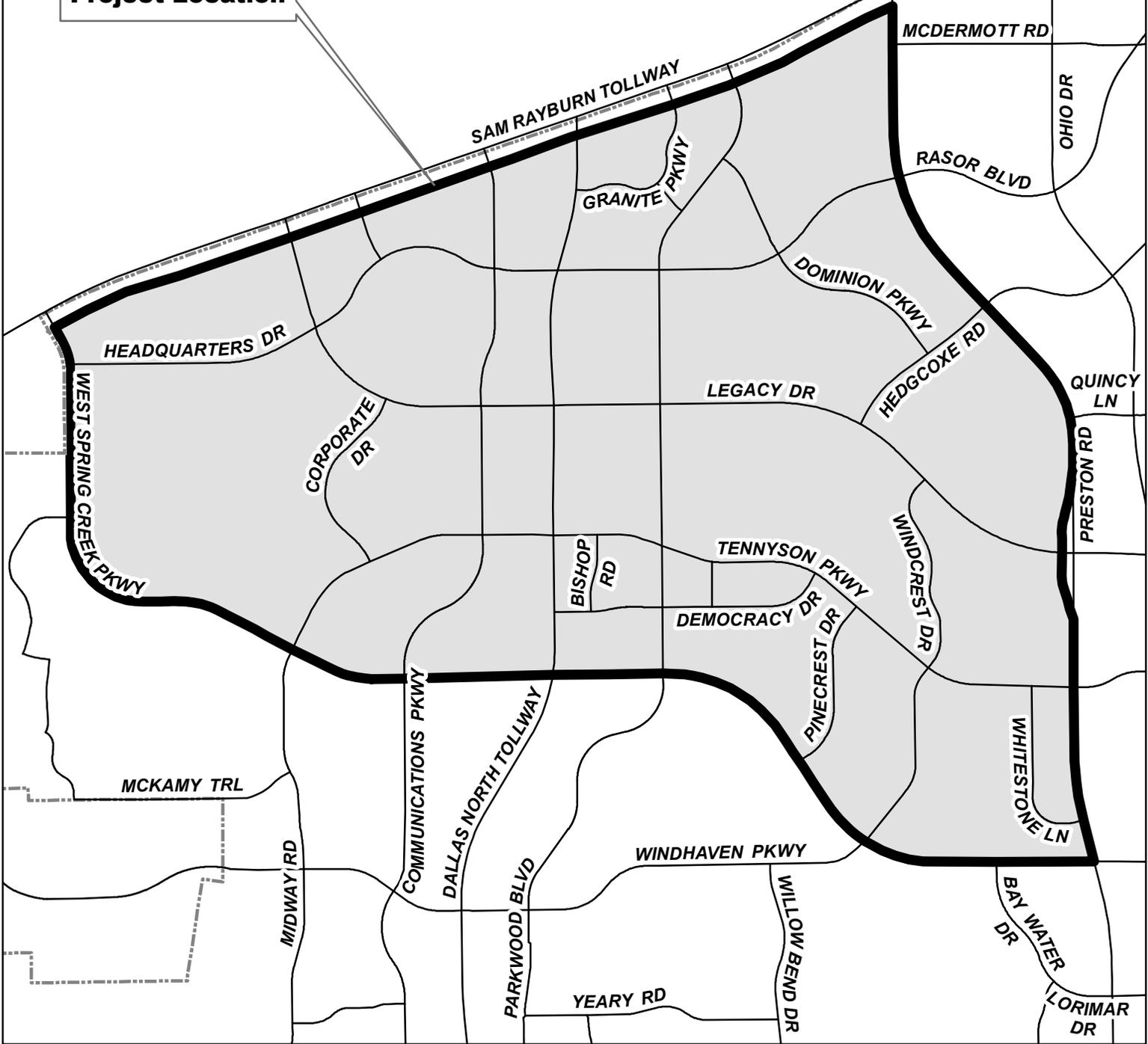
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/26/15			
Department:		Engineering			
Department Head:		B. Caleb Thornhill			
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and County of Collin, Texas, for the Legacy Business Area Transportation Study; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	30,000	0	<b>30,000</b>
BALANCE		<b>0</b>	<b>30,000</b>	<b>0</b>	<b>30,000</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>					
<p><b>COMMENTS:</b> This item would enter the City of Plano into an Interlocal Agreement with Collin County, with Collin County providing up to \$30,000 to partially offset the cost of a transportation study of the Legacy area.</p> <p><b>STRATEGIC PLAN GOAL:</b> Entering into an Interlocal Agreement with Collin County to share costs associated with a transportation study for Northwest Plano relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
This Agreement provides for Collin County to remit to the City an amount not to exceed \$30,000 from the Collin County 2007 Bond Project for the transportation study of the Legacy Business Area, bounded by Sam Rayburn Tollway, Preston Road and Spring Creek Parkway.					
<a href="https://www.google.com/maps/@?dq=dbrw&amp;newdq=1">https://www.google.com/maps/@?dq=dbrw&amp;newdq=1</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map, Resolution, Exhibit "A"			N/A		

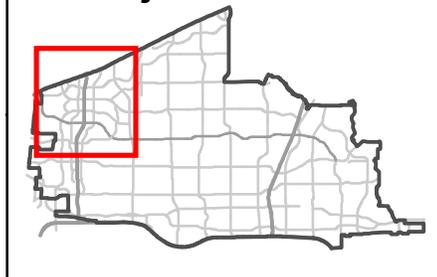
**Project Location**



City of Plano GIS Division  
October, 2015

## Legacy Business Area Transportation Study

**Project Location**



**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and County of Collin, Texas for the Legacy Business Area Transportation Study, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and County of Collin, Texas for the Legacy Business Area Transportation Study, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** on this the 26th day of October, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE LEGACY TRANSPORTATION STUDY**

**2007 BOND PROJECT #07-00-46**

**WHEREAS**, the Legacy Business Area, bounded by Sam Rayburn Tollway, Preston Road and Spring Creek Parkway (the “Legacy Business Area”), is currently undergoing significant land development activities that will increase the volume of traffic on local and regional roads; and

**WHEREAS**, to reduce the potential for recurring congestion, the City of Plano (“Plano”) proposes a transportation study for the Legacy Business Area to develop short- and long-term mitigation strategies that will increase system capacity and reduce peak-hour traffic volume; and

**WHEREAS**, the transportation study will also provide recommended strategies to address issues to effectively reduce the frequency and duration of non-recurring traffic congestion; and

**WHEREAS**, implementing the recommendations will improve air quality, safety and mobility in the Legacy Business Area; and

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

**WHEREAS**, the County of Collin, Texas (“County”) and Plano desire to enter into an agreement concerning the use of County funds for said transportation study; and

**WHEREAS**, the 2007 Bond Project #07-076, Ridgeview Drive from Coit to Independence, is complete with an available balance to be reallocated to this project.

**NOW, THEREFORE**, this agreement is made and entered into by Plano and the County upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

Plano shall prepare the necessary agreement and consultant selection to complete the transportation study for the Legacy Business Area. Upon execution, Plano shall provide the County with a copy of the executed Engineering Services Agreement for the transportation study.

ARTICLE II.

Plano estimates the total actual cost of the transportation study to be \$160,000 and the County agrees to fund a portion of the total cost, in an amount not to exceed \$30,000, from the Collin County 2007 Bond Project #07-076, Ridgeview Drive from Coit to Independence.

Plano shall be responsible for any costs which exceed the total estimated cost. Payment will be made by the County to Plano within thirty (30) days after the Engineering Services Agreement for the transportation study for the Legacy Business Area has been executed and Plano submits a request for payment to the County.

### ARTICLE III.

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

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

### ARTICLE IV.

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

### ARTICLE V.

NOTICE. Any notice provided under this Agreement shall be delivered by certified mail return receipt requested or personal service with written acknowledgment of receipt to the parties named below:

**County Representative:**

Keith Self  
County Judge  
Collin County Commissioners Court  
Collin County Administration Building  
2300 Bloomdale Road, Suite 4192  
McKinney, Texas 75071  
972-424-1460 x 4631

**Plano Representative:**

Bruce D. Glasscock  
City Manager  
City of Plano  
1520 K Avenue  
Plano, Texas 75074  
972-941-7121

### ARTICLE VI.

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

ARTICLE VII.

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

ARTICLE VIII.

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

ARTICLE IX.

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

ARTICLE X.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

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

**COLLIN COUNTY, TEXAS**

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

By: \_\_\_\_\_  
KEITH SELF  
COUNTY JUDGE

APPROVED AS TO FORM:

\_\_\_\_\_  
NAME:  
TITLE:

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
BRUCE D. GLASSCOCK  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
PAIGE MIMS, CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **KEITH SELF**, County Judge, of **COLLIN COUNTY, TEXAS**, on behalf of said County.

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

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

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

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/26/15		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Ben Petty (7146)</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2014-15 funds to fiscal year 2015-16; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	4,287,341	0
BALANCE		0	4,287,341	0
<b>FUND(S): GENERAL FUND, PLANO TELEVISION NETWORK FUND, WATER &amp; SEWER, SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND, CONVENTION &amp; TOURISM FUND AND MUNICIPAL DRAINAGE.</b>				
<b>COMMENTS:</b> Funds are available from the FY 2014-15 approved budget in the listed funds as carry-forwards into FY 2015-16 for the completion of various projects and other purchases. <b>STRATEGIC PLAN GOAL:</b> Carrying-forward of available funds for the completion of projects relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The Ordinance approves the FY 2014-15 Carry-Forward List to FY 2015-16 and sets the level of transfers for the various funds, as reviewed by City Council.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
2014-15 Carry-Forward Request Log				

**An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2014-15 funds to fiscal year 2015-16; and providing an effective date.**

**WHEREAS**, on September 14, 2015, the City Council approved the Budget for fiscal year 2015-16 by passing Ordinance 2015-9-10; and

**WHEREAS**, State law provides that cities have the authority to carry-forward funds from 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 2014-15 to fiscal year 2015-16.

**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 2014-15 Budget to the fiscal year 2015-16 Budget:

A.	General Fund	\$2,382,401
B.	Plano Television Network	\$182,820
C.	Water & Sewer	\$165,000
D.	Sustainability & Environmental Services Fund	\$1,316,660
E.	Convention and Tourism Fund	\$213,960
F.	Municipal Drainage	\$26,500

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

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

**APPROVED AS TO FORM:**

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

**CARRY FORWARD REQUESTS  
2014-15 FUNDS TO 2015-16**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
<b>BUDGETED PROJECTS/ITEMS</b>							
01.112	City Manager	Contractual - Professional Svcs	\$ 12,000	During FY 2014-15, the City Council Annual Retreat was postponed until October 30 & 31 of 2015. As a result, this will take place in FY 2015-16 and the funding will need to be used for associated expenses.	112.6312	112.6312	\$ 12,000
01.116	Mktng & Community Engagement	Food	\$ 4,904	Wearing apparel purchased for the Director.	116.6204	116.6205	\$ 4,582
01.116	Mktng & Community Engagement	Software - Non capital	\$ 7,200	Funds needed to allow for team-wide upgrade to Aboobe Creative Cloud, which was implemented this year, but not billed until FY 2015-16.	116.6251	116.6251	\$ 7,200
01.116	Mktng & Community Engagement	Advertising	\$ 7,350	Funds needed to maximize social reach and some alternative advertising approaches with our current marketing efforts.	116.6306	116.6306	\$ 7,350
01.116	Mktng & Community Engagement	Contractual - Professional Svcs	\$ 22,726	To cover our joint photography project with EDC to reshoot Plano for overall marketing efforts for the foreseeable future.	116.6312	116.6312	\$ 352
01.116	Mktng & Community Engagement	Contracts - Other	\$ 3,330	Will be used to address our overall graphic design needs for brand consistency.	116.6319	116.6319	\$ 3,300
01.116	Mktng & Community Engagement	Plaques & Awards	\$ 6,770	Funding will allow for the city to order additional promotional items, update banners and other City-branded stock as work to solve our brand consistency.	116.6441	116.6411	\$ 6,009
01.116	Mktng & Community Engagement	Associations	\$ 4,034	As the new Director is set in place, the associations that management is associated with is currently being evaluated at this time.	116.6443	116.6443	\$ 3,719
01.215	Non-Departmental	Contractual - Professional Svcs	\$ 13,900	Festival/Stein's on 15th and Plano International Fest.	215.6312	215.6312	\$ 13,900
01.215	Non-Departmental	Compensation Adjustments	\$ 612,000	Funding is requested for use during FY 2015-16 compensation adjustments.	215.6199	215.6199	\$ 612,000
01.215	Non-Departmental	Contracts - Other	\$ 50,000	The City of Plano has contracted and selected a vendor to complete the citywide compensation study and will not be completed until FY 2015-16.	215.6312	215.6312	\$ 50,000
01.215	Non-Departmental	Contracts - Other	\$ 100,000	Funding is requested for use during FY 2015-16 traffic study.	215.6312	215.6312	\$ 100,000
01.381	Human Resources	Contractual - Professional Svcs	\$ 20,000	Upgrades to the Human Resources Suite which include replacement of worn chairs in offices and front reception area, replacement of cubicle overhead storage cabinet doors, and window film throughout the suite to replace the mini blinds.	381.6312	381.6312	\$ 20,000
01.352	Facilities	Improve by Contractors - Bldgs	\$ 31,000	In progress work for the new Oak Point Park Nature & Retreat Center.	352.8231	352.8231	\$ 31,000
01.352	Facilities	Improve by Contractors - Bldgs	\$ 72,554	In progress work for the new Oak Point Park Nature & Retreat Center.	352.8331	352.8331	\$ 59,010
01.352	Facilities	Furniture & Fixtures	\$ 48,861	In progress work for the new Oak Point Park Nature & Retreat Center.	352.8411	352.8411	\$ 24,622
01.352	Facilities	Computer Hardware	\$ 45,000	In progress work for the new Oak Point Park Nature & Retreat Center.	352.8452	352.8452	\$ 45,000
01.352	Facilities	Telecom Hardware	\$ 25,000	In progress work for the new Oak Point Park Nature & Retreat Center.	352.8453	352.8453	\$ 25,000
01.534	Public Safety Communications	Uniforms/Apparel	\$ 10,000	PSC is experiencing 11 vacancies. Uniforms were not purchased as orders are requested per size. Once staffing levels return, uniforms will be ordered.	534.6205	534.6205	\$ 9,405
01.534	Public Safety Communications	Hardware - Non capital	\$ 4,000	Timing delay from vendor to TS in order to get the internet pcs for the training rooms.	534.6252	534.6252	\$ 4,000
01.552	Fire	Contracts - Other	\$ 38,120	Funding is requested for renewed contractual services that are anticipated to be trued up retroactively due to Plano Fire Rescue being incorrectly charged at a lower price.	552.6319	552.6319	\$ 38,120
01.619	Neighborhood Services	Travel/Professional Development	\$ 6,800	Conferences related to accreditation and certification include Trakit User Group, American Association of Code Enforcement, ICMA and American Planning Association.	619.6307	619.6307	\$ 6,800
01.619	Neighborhood Services	Contractual - Professional Svcs	\$ 100,000	Funding is requested for the completion of furniture due to the renovation of the Joint Use Facility.	619.6312	619.6312	\$ 100,000
01.619	Neighborhood Services	Miscellaneous	\$ 33,305	Lower Where You Live program related to donations from Lennar Homes and Bank of America which is dispersed to volunteer groups for home repairs.	619.6499.LWY	619.6499.LWY	\$ 33,305
01.621	Neighborhood Reinvestment	Contracts - Professional Svc	\$ 311,616	Great Update Rebate Grant Program	621.6312	621.6312	\$ 311,616
01.621	Neighborhood Reinvestment	Miscellaneous	\$ 350,000	Neighborhood Vitality Grant Program	621.6499	621.6499	\$ 350,000
01.622	Planning	Contractual - Professional Svcs	\$ 11,303	Staff will be completing the policy document on retail revitalization in 2015 and requests to carry forward the funding for consulting services from Gibbs Planning Services.	622.6312	622.6312	\$ 11,303
01.634	Park Field Services	Contracts - Professional Svc	\$ 65,000	This funding will be needed in FY 2015-16 for continued drought damage recovery sustained in the previous year's and will be used to correct grade and erosion issues on selected city medians.	634.6312	634.6312	\$ 65,000
01.634	Park Field Services	Training	\$ 12,000	This funding will be used for the necessary training which will be located and scheduled during 2015-16. Funding may also be used for additional specialized training required for irrigation personnel as associated with municipal irrigation water management and conservation, as well as for asset management and service request and work order related training.	634.6309	634.6309	\$ 12,000
01.638	Parks Technical Services	Advertising	\$ 18,794	This funding will be used for advertising in our brochure and in preparation of being able to advertise a major award in the future.	638.6306	638.6306	\$ 18,794

**CARRY FORWARD REQUESTS  
2014-15 FUNDS TO 2015-16**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount
					From	To	
01.638	Parks Technical Services	Minor Apparatus	\$ 5,031	This funding is associated with the new EMV compliant credit card terminals and will need to be required once the new recreation registration software comes online.	638.6208	638.6208	\$ 5,031
01.638	Parks Technical Services	Contractual - Professional Svs	\$ 5,483	Due to new recreation registration software coming online in January, these funds will help offset training and implementation costs of the new system.	638.6312	638.6312	\$ 5,483
01.644	Grounds Maintenance District 1	Contractual - Professional Svs	\$ 10,000	This funding will be needed in FY 2015-16 for landscape rehabilitation due to drought related damage recovery, which is better suited during the cooler months.	644.6312	644.6312	\$ 10,000
01.647	Sports Turf Maintenance	Contractual - Professional Svs	\$ 250,000	Funding is requested in order to continue the restoration of the athletic fields affected by drought and associated water restrictions. Due to heavy rains in spring of 2015, this work was not able to be fulfilled in the necessary window of opportunity. This will also provide funding for grassing on slopes and projects associated with erosion control/erosion mitigation at the 16 athletic-oriented park sites.	647.6312	647.6312	\$ 250,000
01.649	Natural Resources	Contractual - Professional Svs	\$ 30,000	This funding will be needed in FY 2015-16 for landscape rehabilitation due to drought related damage recovery, which is better suited during the cooler months.	649.6312	649.6312	\$ 30,000
01.658	Grounds Maintenance District 3	Contractual - Professional Svs	\$ 70,000	This funding will be needed in FY 2015-16 for landscape rehabilitation due to drought related damage recovery, which is better suited during the cooler months.	658.6312	658.6312	\$ 70,000
01.742	Streets	Concrete	\$ 26,500	Funding is needed due to new pricing structure in the executed contract that reflects a 13-.5% increase in the unit costs for concrete.	742.6225	742.6225	\$ 26,500
<b>01</b>	<b>Subtotal General Fund</b>		<b>\$ 2,444,587</b>				<b>\$ 2,382,401</b>

**CARRY FORWARD REQUESTS  
2014-15 FUNDS TO 2015-16**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
18.181	Plano Television	Software - Non capital	\$ 2,341	To cover Abobe Creative Cloud for Plano TV staff.	181.6251	181.6251	\$ 2,341
18.181	Plano Television	Contracts - Professional	\$ 96,860	Funding is requested to cover the second half of the annual contract with Herbst Technical Services, as well as Killer Tracks Music Library, Swagit! and outside video production resources for State of the City and TeedPlano	181.6312	181.6312	\$ 93,515
18.202	PTN Equipment Replacement	Minor Apparatus	\$ 2,500	Intercom System for Council Chambers	202.6208	202.6208	\$ 2,500
18.202	PTN Equipment Replacement	Implements & Apparatus	\$ 20,000	Field Cameras for Plano TV	202.8416	202.8416	\$ 20,000
18.202	PTN Equipment Replacement	Implements & Apparatus	\$ 40,000	Tripods for field cameras	202.8416	202.8416	\$ 40,000
18.202	PTN Equipment Replacement	Implements & Apparatus	\$ 8,400	Digital Video Archive System	202.8416	202.8416	\$ 8,400
18.281	Website Services	Contracts - Professional	\$ 22,585	Mobile App Development which was placed on hold until new director came on board.	281.6312	281.6312	\$ 16,064
<b>18</b>	<b>Plano Television Network</b>		<b>\$ 192,686</b>				<b>\$ 182,820</b>
41.422	Cust. & Utility Svcs - Field	Maintenance Parts & Supplies	\$ 130,000	Due to upgrades to CUB Data Collectors Units, because the vendor is going to stop producing the City's current Meter Transmitter Units in the near future.	422.6229	422.6229	\$ 130,000
41.767	Utility Cut Services	Concrete	\$ 35,000	Funding is needed due to new pricing structure in the executed contract that reflects a 13.5% increase in the unit costs for concrete.	767.6225	767.6225	\$ 35,000
<b>41</b>	<b>Subtotal Water &amp; Sewer</b>		<b>\$ 165,000</b>				<b>\$ 165,000</b>
45.712	Env Education & Com Outreach	Postage	\$ 11,000	Due to date sensitive information of the LGIP newsletter, an early October delivery to homes is most effective. This postage expense will be used immediately upon approval.	712.6312	712.6202	\$ 11,000
45.712	Env Education & Com Outreach	Minor Apparatus	\$ 5,017	Half Associates is currently under contract, developing the master plan and construction plan. The initial process through our Purchasing and Legal departments took longer than anticipated, delaying the start of the project, and pushing it into FY 2015-16.	712.6208	712.6208	\$ 5,017
45.712	Env Education & Com Outreach	Contracts - Professional Svcs	\$ 10,000	In order to better understand the barriers that keep residents from participating in our curbside recycling program, and to better direct our outreach efforts and resources, we would like to contract a survey research company to conduct phone surveys and focus groups.	712.6312	712.6312	\$ 10,000
45.712	Env Education & Com Outreach	Food	\$ 4,022	Due to the timing of the event and pricing negotiations, funding is requested to be carried forward in order to pay vendor for 2015 Environmental Community Awards Luncheon.	712.6204	712.6204	\$ 4,022
45.714	Compost Operations & Marketing	Minor Apparatus	\$ 25,000	Due to necessity, swapping screens has increased to produce the various Texas Pure products which entails a smaller operational footprint.	714.6208	714.6208	\$ 25,000
45.714	Compost Operations & Marketing	Contracts - Professional Svcs	\$ 65,000	Contracted hauling of stormwater retention pond from the Compost operations site.	714.6312	714.6312	\$ 65,000
45.714	Compost Operations & Marketing	Contractual Repair	\$ 40,000	This item was delayed due until the 2nd Regional Compost Agreement is executed between NTMWD and Plano's Environmental Waste Services Division, which is anticipated to be completed in the first quarter of FY 2015-16. Various repairs to the 2 Texas Pure operational facilities.	714.6314	714.6314	\$ 40,000
45.714	Compost Operations & Marketing	Implements & Apparatus	\$ 45,000	This item was delayed due until the 2nd Regional Compost Agreement is executed between NTMWD and Plano's Environmental Waste Services Division, which is anticipated to be completed in the first quarter of FY 2015-16. Various equipment and modifications to enhance operational efficiencies and improve the Texas Pure product.	714.8416	714.8416	\$ 45,000
45.714	Compost Operations & Marketing	Rolling Stock	\$ 125,000	This item was delayed due until the 2nd Regional Compost Agreement is executed between NTMWD and Plano's Environmental Waste Services Division, which is anticipated to be completed in the first quarter of FY 2015-16. Various equipment upgrades to enhance operational efficiencies and improve the Texas Pure product.	714.8421	714.8421	\$ 125,000
45.714	Compost Operations & Marketing	Software	\$ 125,000	This item was delayed due until the 2nd Regional Compost Agreement is executed between NTMWD and Plano's Environmental Waste Services Division, which is anticipated to be completed in the first quarter of FY 2015-16. Texas Pure System Integration Project that was approved during re-estimates, but delayed to FY 2015-16 due to current Utiliogy360 project.	714.8451	714.8451	\$ 125,000
45.716	Environmental Education Bldg	Outside Printing	\$ 1,500	Tasks are not able to complete all necessary tasks each month due to the extensiveness of the landscape. Originally budgeted for twice per year services provided by a landscape maintenance company. This request is to carry forward funds to increase service to once per month.	716.6301	716.6312	\$ 1,500

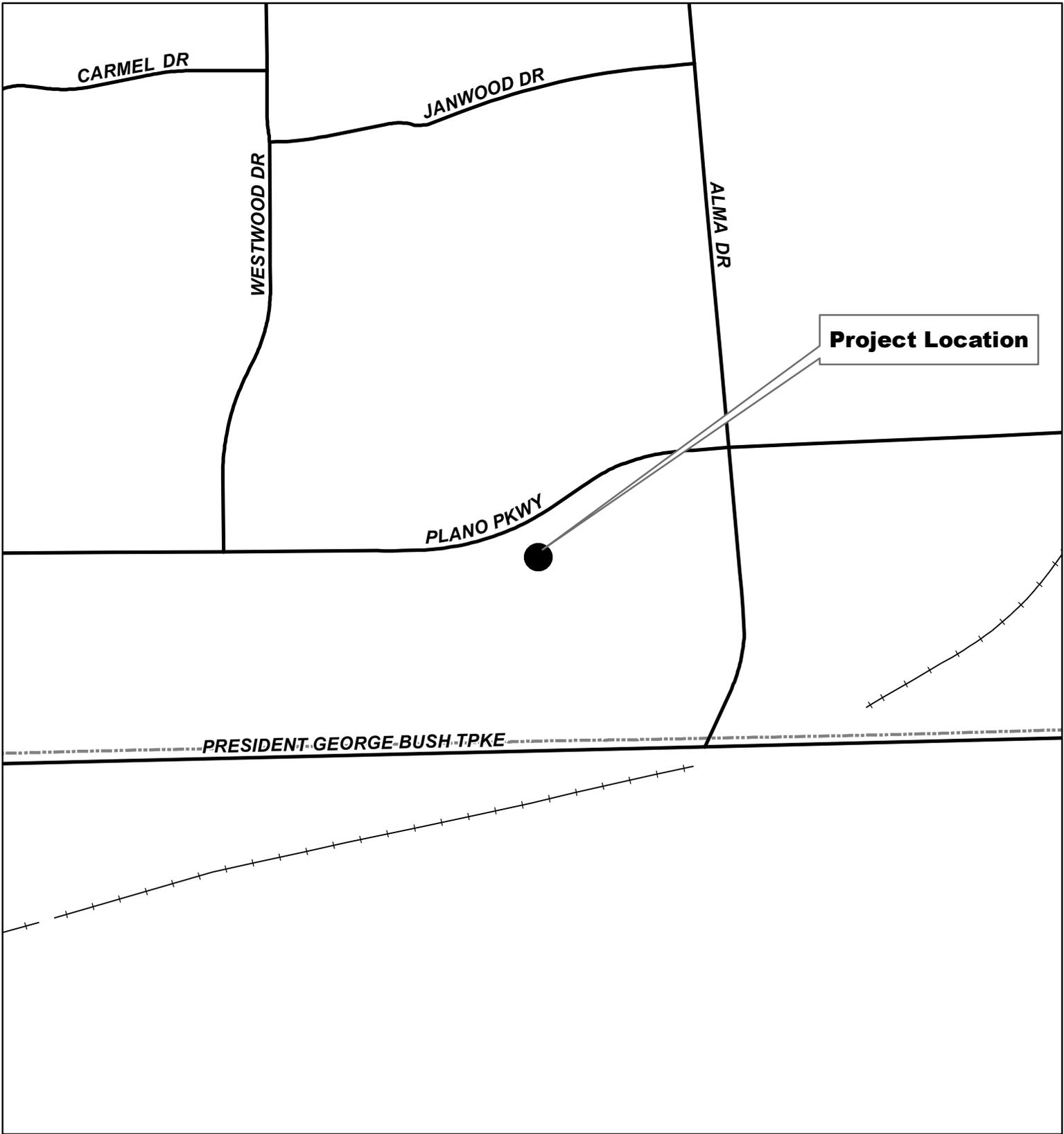
**CARRY FORWARD REQUESTS  
2014-15 FUNDS TO 2015-16**

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount
45.716	Environmental Education Bldg	Travel/Professional Dev	\$ 1,700	Tasks are not able to complete all necessary tasks each month due to the extensiveness of the landscape. Originally budgeted for twice per year services provided by a landscape maintenance company. This request is to carry forward funds to increase service to once per month.	716.6307	716.6312	\$ 1,700
45.716	Environmental Education Bldg	Office Supplies	\$ 164	Tasks are not able to complete all necessary tasks each month due to the extensiveness of the landscape. Originally budgeted for twice per year services provided by a landscape maintenance company. This request is to carry forward funds to increase service to once per month.	716.6201	716.6312	\$ 164
45.717	Sustainability	Equipment Rentals	\$ 21,717	Half Associates is currently under contract, developing the master plan and construction plan. The initial process through our Purchasing and Legal departments took longer than anticipated, delaying the start of the project, and pushing it into FY 2015-16.	717.6346	717.6346	\$ 21,717
45.717	Sustainability	Contracts - Other	\$ 7,040	Half Associates is currently under contract, developing the master plan and construction plan. The initial process through our Purchasing and Legal departments took longer than anticipated, delaying the start of the project, and pushing it into FY 2015-16.	717.6319	717.6319	\$ 7,040
45.748	Environmental Waste Collection	Outside Printing	\$ 9,000	Funding for finalizing and printing the revised Environmental Waste Services new homeowner informational packet which is provided throughout the year to all new homeowners moving into Plano. Project was not completed due to limited design staffing, operational constraints and necessary updates due to re-organization and re-branding.	748.6301	748.6301	\$ 9,000
45.748	Environmental Waste Collection	Contractual Repair	\$ 5,000	Funding is required due to increased costs associated with fence indentations with identified narrow alley ways in Plano that remain collected in alleys.	748.6314	748.6314	\$ 5,000
45.748	Environmental Waste Collection	Implements & Apparatus	\$ 295,000	Additional EWS truck was ordered at the end of FY 2014-15 but will not be received until December 2015. This truck was approved during budget meeting with approval from the City Manager, Bruce Glasscock.	748.8416	748.8416	\$ 295,000
45.748	Commercial Recycling	Contracts - Professional Svs	\$ 60,000	Finalizing and completion of Plano's 20 Year Solid Waste Plan.	752.6312	752.6312	\$ 60,000
45.748	Commercial Recycling	Contracts - Other	\$ 50,500	Finalizing and completion of Plano's Construction and Demolition Recycling Enhancement Program.	752.6319	752.6319	\$ 50,500
45.752	Commercial Diversion	Improvement by Contractor	\$ 335,000	Downtown Solid Waste Collection Station construction has begun, but will not be completed until December 2015 - Enclosure.	752.8331	752.8331	\$ 335,000
45.752	Commercial Diversion	Implements & Apparatus	\$ 75,000	Downtown Solid Waste Collection Station construction has begun, but will not be completed until December 2015 - Compactors.	752.8416	752.8416	\$ 75,000
<b>45</b>	<b>Subtotal Sustainability &amp; Environmental Services</b>		<b>\$ 1,316,660</b>				<b>\$ 1,316,660</b>
46.125	Visit Plano	Furniture & Fixtures	\$ 20,000	Originally approved during renovations, but due to delay in those renovations, office furniture was never purchased in FY 2014-15. Now that the renovations are starting to take place, office furniture is needed.	125.8411	125.8411	\$ 20,000
46.125	Visit Plano	Contracts - Professional Svs	\$ 15,000	The current provider for Plano's Hot Air Balloon is no longer able to provide those services. During FY 2014-15, Visit Plano was required to go out to bid for future services for a new provider. The provider and payment schedule has been agreed upon and will take place during FY 2015-16.	125.6312	125.6312	\$ 15,000
46.125	Visit Plano	Outside Printing	\$ 29,440	The current provider for Plano's Hot Air Balloon is no longer able to provide those services. During FY 2014-15, Visit Plano was required to go out to bid for future services for a new provider. The provider and payment schedule has been agreed upon and will take place during FY 2015-16.	125.6301	125.6301	\$ 29,440
46.162	Special Events	Contracts - Other	\$ 160,551	Plano Balloon Fest - in kind services	162.6319	162.6319	\$ 149,520
<b>46</b>	<b>Convention &amp; Tourism</b>		<b>\$ 224,991</b>				<b>\$ 213,960</b>
47.471	Municipal Drainage	Concrete	\$ 26,500	Funding is needed due to new pricing structure in the executed contract that reflects a 13.5% increase in the unit costs for concrete.	471.6225	471.6225	\$ 26,500
<b>47</b>	<b>Municipal Drainage</b>		<b>\$ 26,500</b>				<b>\$ 26,500</b>
<b>GRAND TOTAL CARRY FORWARDS REQUESTED</b>			<b>\$ 4,370,424</b>	<b>GRAND TOTAL CARRY FORWARDS APPROVED</b>			<b>\$ 4,287,341</b>

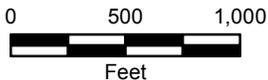


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	10/26/15			
Department:	Engineering			
Department Head	Caleb Thornhill			
Project	Heritage Creekside #6560			
Agenda Coordinator (include phone #): <b>Kathleen Schonke X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 15-foot Public Utility Easement, recorded in Volume 615, Page 109, of the Deed Records of Collin County, Texas and being situated in the William Beverly Survey, Abstract No. 75, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Rosewood Property Company (RPC Heritage 190 LLC) and CT Creekside Partners, LP, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>N/A</b>				
<p><b>COMMENTS:</b> This item has no financial impact.</p> <p>STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this Easement relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Abandoning the existing 15' Utility Easement will facilitate the development of a multi-family residential project.</p> <p><a href="https://www.google.com/maps/@33.0072455,-96.725594,15.88z">https://www.google.com/maps/@33.0072455,-96.725594,15.88z</a></p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map Ordinance Petition for Abandonment		N/A		

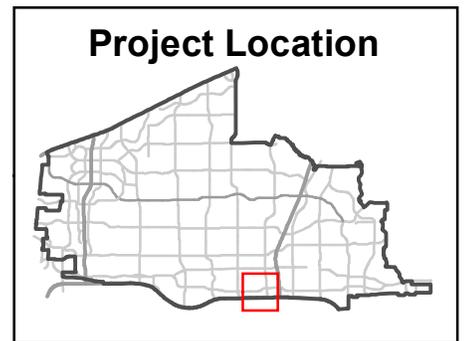


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City of Plano GIS Division  
September, 2015

## Heritage Creekside Project No. 6560



**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 15-foot Public Utility Easement, recorded in Volume 615, Page 109, of the Deed Records of Collin County, Texas and being situated in the William Beverly Survey, Abstract No. 75, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owners of the property underlying the easement, Rosewood Property Company (RPC Heritage 190 LLC) and CT Creekside Partners, LP, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 15-foot Public Utility Easement, recorded in Volume 615, Page 109, of the Deed Records of Collin County, Texas (hereinafter called "Easement") being situated in the William Beverly Survey, Abstract No. 75, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owners have filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owners of the property underlying the Easement; and has advised that the Easement should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owners of the property underlying the Easement in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 26<sup>th</sup> day of October, 2015

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **a 15-foot City of Plano Public Utility Easement** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1" and Exhibit "A-2"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

**For future development of adjacent property and retouring of access to match the approved PD.**

2. The following public interest will be served as a result of the abandonment:

**New development of property.**

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

CT CREEKSIDE PARTNERS LP	10,891 SQ FT. (0.250 AC)	100%
ROSEWOOD REAL ESTATE INVESTMENTS, INC.	1,170 SQ. FT. (0.027 AC)	100%

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D".~~

[Remainder of page blank]

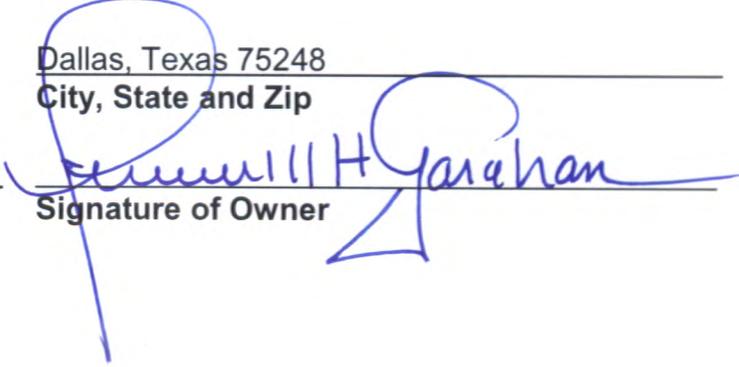
10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Edmund H. Garahan  
CT Creekside Partners, LP  
**Typed Name of Owner**

17120 Dallas Parkway, Suite 101  
**Address**

Dallas, Texas 75248  
**City, State and Zip**

Dated: 7/30/15

  
**Signature of Owner**

William H. Flaherty  
Rosewood Property Company  
(RPC Heritage 190, LLC )  
**Typed Name of Owner**

2101 Cedar Springs Road, Suite 1600  
**Address**

Dallas, Texas 75201  
**City, State and Zip**

Dated: AUGUST 11, 2015

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Robert R. Jebavy, P.E.  
**Phone No:** (972) 991-0011

**PARTIAL ABANDONMENT  
OF A 15' UTILITY EASEMENT  
CITY OF PLANO, COLLIN COUNTY, TEXAS**

BEING A 10,891 SQUARE FOOT (0.250 ACRES) TRACT OF LAND SITUATED IN THE WILLIAM BEVERLY SURVEY, ABSTRACT NUMBER 75, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A 15-FOOT PUBLIC UTILITY EASEMENT DESCRIBED IN A DEED TO THE CITY OF PLANO, RECORDED IN VOLUME 615, PAGE 109, DEED RECORDS, OF COLLIN COUNTY, TEXAS, (D.R.C.C.T.), AND BEING A PORTION OF A CALLED 7.664 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CT CREEKSIDE PARTNERS LP, RECORDED IN INSTRUMENT NO. 20150415000421350 OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.); SAID 10,891 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHWEST CORNER OF THE SAID 7.664 ACRE TRACT OF LAND, AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF PLANO PARKWAY, (A VARIABLE WIDTH EASEMENT AND RIGHT-OF-WAY FOR STREET PURPOSES), FEE TITLE RESERVED TO WILLIAM HERBERT HUNT, LOYD B. SANDS AND WILLIAM HERBERT HUNT TRUST ESTATE AND THEIR SUCCESSORS AND ASSIGNS IN THE EASEMENT TO THE CITY OF PLANO, TEXAS RECORDED IN VOLUME 612, PAGE 182, D.R.C.C.T.;

**THENCE** SOUTH 00°27'25" EAST, ALONG THE WESTERLY LINE OF SAID 7.644 ACRE TRACT OF LAND A DISTANCE OF 395.22 FEET TO THE **POINT OF BEGINNING** AT THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHWESTERLY LINE OF SAID 15-FOOT UTILITY EASEMENT;

**THENCE** DEPARTING SAID WESTERLY LINE, OVER AND ACROSS SAID 7.644 ACRE TRACT OF LAND AND ALONG THE NORTHWESTERLY LINE OF SAID 15-FOOT UTILITY EASEMENT, THE FOLLOWING CALLS:

NORTH 63°19'30" EAST, A DISTANCE OF 447.04 FEET TO A POINT FOR CORNER;

NORTH 46°58'00" EAST, A DISTANCE OF 271.31 FEET TO A POINT FOR CORNER IN THE EASTERLY LINE OF SAID 7.644 ACRE TRACT OF LAND, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHEAST CORNER OF SAID 7.644 ACRE TRACT OF LAND, BEARS NORTH 35°02'16" WEST, A DISTANCE OF 286.33 FEET;

**THENCE** SOUTH 35°02'16" EAST ALONG THE EASTERLY LINE OF SAID 7.644 ACRE TRACT OF LAND, A DISTANCE OF 1.38 FEET TO A 5/8 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR AN ANGLE POINT IN THE EASTERLY LINE OF SAID 7.644 ACRE TRACT OF LAND;

**THENCE** SOUTH 61°06'09" EAST CONTINUING ALONG THE EASTERLY LINE OF SAID 7.644 ACRE TRACT OF LAND, A DISTANCE OF 14.34 FEET TO A POINT FOR CORNER;

# BURY

## PARTIAL ABANDONMENT OF A 15' UTILITY EASEMENT CITY OF PLANO, COLLIN COUNTY, TEXAS

**THENCE** DEPARTING SAID EASTERLY LINE, OVER AND ACROSS SAID 7.664 ACRE TRACT OF LAND AND ALONG THE SOUTHEASTERLY LINE OF SAID 15-FOOT UTILITY EASEMENT, THE FOLLOWING CALLS:

SOUTH 46°58'00" WEST, A DISTANCE OF 277.72 FEET TO A POINT FOR CORNER;

SOUTH 63°19'30" WEST, A DISTANCE OF 456.58 FEET TO A POINT FOR CORNER IN THE WESTERLY LINE OF SAID 7.664 ACRE TRACT OF LAND, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE SOUTHWEST CORNER OF SAID 7.644 ACRE TRACT OF LAND BEARS SOUTH 00°27'25" EAST, A DISTANCE OF 75.73 FEET;

**THENCE** NORTH 00°27'25" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 16.72 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 10,891 SQUARE FEET OR 0.250 ACRES OF LAND.

### NOTES:

*BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 NORTH AMERICAN DATUM OF 1983 BASED ON THE LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK, DISTANCES ADJUSTED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847313.*

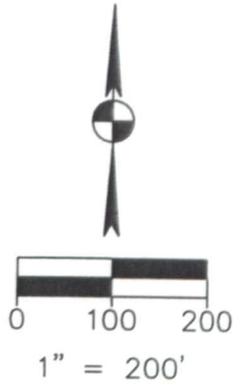
*A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.*



**PLANO PARKWAY**  
(F.K.A. DALLAS NORTH PARKWAY)  
VARIABLE WIDTH EASEMENT/RIGHT-OF-WAY

$\Delta = 16^{\circ}14'37''$   
R = 1661.50'  
L = 471.04'  
CB = N 63°14'53" E  
CD = 469.47'

REMAINDER OF  
CALLED 13.3478 ACRES  
(PARCEL 2 OF TRACT 4)  
ROSEWOOD REAL ESTATE  
INVESTMENTS, INC.  
VOL. 3547, PG. 411  
D.R.C.C.T.



**POC**

CALLLED 7.664 ACRES  
CT CREEKSIDE PARTNERS LP  
INST. NO. 20150415000421350,  
O.P.R.C.C.T.

15' PUBLIC UTILITY EASEMENT  
CITY OF PLANO  
VOLUME 615, PAGE 109  
D.R.C.C.T.

20' CITY OF PLANO  
SANITARY SEWER EASEMENT  
VOL. 2730, PG. 626,  
D.R.C.C.T.

LOT 2, BLOCK A  
CENTRAL/190  
VOLUME H, PAGE 80  
P.R.C.C.T.

**EASEMENT  
ABANDONMENT  
0.250 ACRE  
(10,891 SQUARE FEET)**

**POB**

N 00°27'25" W  
395.22'

S 00°27'25" E  
75.73'

LOT 1, BLOCK A  
CENTRAL/190  
VOLUME H, PAGE 80  
P.R.C.C.T.

REMAINDER OF A  
CALLED 18.1802 ACRES  
"PARCEL 3 OF TRACT 4"  
ROSEWOOD REAL ESTATE  
INVESTMENTS, INC.  
VOLUME 3547, PAGE 411,  
D.R.C.C.T.

CALLLED 13.155 ACRES (TRACT 1)  
JBGL HAWTHORNE, LLC  
INST. NO. 20150722000904390,  
O.P.R.C.C.T.

WILLIAM BEVERLY SURVEY,  
ABSTRACT NO. 75

**LEGEND**

- CIRF 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- SQ. FT. (CM) SQUARE FEET CONTROLLING MONUMENT
- POC** POINT OF COMMENCING
- POB** POINT OF BEGINNING

**LINE TABLE**

LINE #	BEARING	DISTANCE
L2	N63°19'30"E	447.04'
L3	N46°58'00"E	271.31'
L4	S35°02'16"E	1.38'
L5	S61°06'09"E	14.34'
L6	S46°58'00"W	277.72'
L7	S63°19'30"W	456.58'
L8	N0°27'25"W	16.72'
L9	N35°02'16"W	284.95'

**PRESIDENT GEORGE BUSH TOLLWAY  
(STATE HIGHWAY 190)**

(A VARIABLE WIDTH PUBLIC R.O.W.)

**NOTES:**

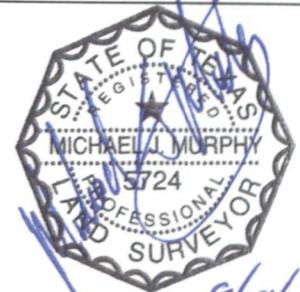
A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202, NAD 83) BASED ON THE LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK, DISTANCES ADJUSTED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847313.

**BURY**

5310 Harvest Hill Road, Suite 100  
Dallas, Texas 75230  
Tel. (972) 991-0011 Fax (972) 991-0278  
TBPE # F-1048 TBPLS # F-10107502  
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**PARTIAL ABANDONMENT OF A 15-FOOT  
UTILITY EASEMENT  
WILLIAM BEVERLY SURVEY, ABSTRACT NO. 75  
CITY OF PLANO, COLLIN COUNTY, TEXAS**



8/18/15

MICHAEL J. MURPHY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5724

DATE: 08-18-15

SCALE: 1" = 200

DRAWN BY: RSG

PROJECT NO.: R0112554-30001

SHEET NO. 3 OF 3

**PARTIAL ABANDONMENT  
OF A 15' UTILITY EASEMENT  
CITY OF PLANO, COLLIN COUNTY, TEXAS**

BEING A 1,170 SQUARE FOOT (0.027 ACRE) TRACT OF LAND SITUATED IN THE WILLIAM BEVERLY SURVEY, ABSTRACT NUMBER 75, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A 15-FOOT PUBLIC UTILITY EASEMENT DESCRIBED IN A DEED TO THE CITY OF PLANO, RECORDED IN VOLUME 615, PAGE 109, DEED RECORDS, OF COLLIN COUNTY, TEXAS, (D.R.C.C.T.), AND BEING A PORTION OF THE REMAINDER OF A CALLED 18.1802 ACRE TRACT OF LAND (PARCEL 3 OF TRACT 4) DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO ROSEWOOD REAL ESTATE INVESTMENTS, INC. RECORDED IN VOLUME 3547, PAGE 411, D.R.C.C.T.; SAID 1,170 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHWEST CORNER OF SAID 18.1802 ACRE TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF LOT 2, BLOCK A OF CENTRAL/190, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME H, PAGE 80, PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF PLANO PARKWAY, (A VARIABLE WIDTH EASEMENT AND RIGHT-OF-WAY FOR STREET PURPOSES), FEE TITLE RESERVED TO WILLIAM HERBERT HUNT, LOYD B. SANDS AND WILLIAM HERBERT HUNT TRUST ESTATE AND THEIR SUCCESSORS AND ASSIGNS IN THE EASEMENT TO THE CITY OF PLANO, TEXAS RECORDED IN VOLUME 612, PAGE 182, D.R.C.C.T.;

**THENCE**, SOUTH 00°27'25" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID PLANO PARKWAY, ALONG THE COMMON LINE OF SAID 18.1802 ACRE TRACT OF LAND AND SAID BLOCK A OF CENTRAL/190 ADDITION, A DISTANCE OF 408.41 FEET TO THE **POINT OF BEGINNING** AT THE INTERSECTION OF SAID COMMON LINE WITH THE NORTHWESTERLY LINE OF SAID 15-FOOT PUBLIC UTILITY EASEMENT;

**THENCE** NORTH 63°19'30" EAST, ALONG THE NORTHWESTERLY LINE OF SAID 15-FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 78.03 FEET TO A POINT FOR CORNER IN THE WESTERLY LINE OF A CALLED 7.664 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CT CREEKSIDE PARTNERS, LP, RECORDED IN INSTRUMENT NO. 20150415000421350, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHWEST CORNER OF SAID 7.664 ACRE TRACT OF LAND BEARS NORTH 00°27'25" WEST, A DISTANCE OF 385.22 FEET;

**THENCE**, SOUTH 00°27'25" EAST, ALONG THE WESTERLY LINE OF SAID 7.664 ACRE TRACT OF LAND, A DISTANCE OF 16.72 FEET TO A POINT FOR CORNER IN THE SOUTHEASTERLY LINE OF SAID 15-FOOT PUBLIC UTILITY EASEMENT AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE SOUTHWEST CORNER OF SAID 7.664 ACRE TRACT OF LAND BEARS SOUTH 00°27'25" EAST, A DISTANCE OF 75.73 FEET;

# BURY

## PARTIAL ABANDONMENT OF A 15' UTILITY EASEMENT CITY OF PLANO, COLLIN COUNTY, TEXAS

**THENCE**, SOUTH 63°19'30" WEST, DEPARTING THE WESTERLY LINE OF SAID 7.664 ACRE TRACT OF LAND ALONG THE SOUTHEASTERLY LINE OF SAID 15-PUBLIC UTILITY EASEMENT, A DISTANCE OF 78.03 FEET TO A POINT FOR CORNER IN THE AFOREMENTIONED COMMON LINE OF SAID 18.1802 ACRE TRACT OF LAND AND SAID BLOCK A OF CENTRAL/190 ADDITION;

**THENCE**, NORTH 00°27'25" WEST ALONG SAID COMMON LINE, A DISTANCE OF 16.72 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 1,170 SQUARE FEET OR 0.027 ACRES OF LAND.

### NOTES:

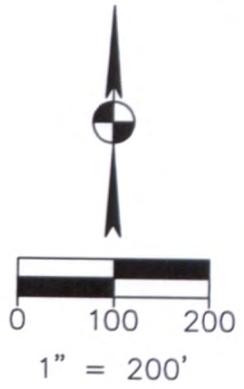
*BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 NORTH AMERICAN DATUM OF 1983 BASED ON THE LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK, DISTANCES ADJUSTED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847313.*

*A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.*



**PLANO PARKWAY**  
 (F.K.A. DALLAS NORTH PARKWAY)  
 VARIABLE WIDTH EASEMENT/RIGHT-OF-WAY

$\Delta = 16^{\circ}14'37''$   
 $R = 1661.50'$   
 $L = 471.04'$   
 $CB = N 63^{\circ}14'53'' E$   
 $CD = 469.47'$



**POC**  
 CIRF (CM)

CALLED 7.664 ACRES  
 CT CREEKSIDE PARTNERS LP  
 INST. NO. 20150415000421350,  
 O.P.R.C.C.T.

15' PUBLIC UTILITY EASEMENT  
 CITY OF PLANO  
 VOLUME 615, PAGE 109  
 D.R.C.C.T.

20' CITY OF PLANO  
 SANITARY SEWER EASEMENT  
 VOL. 2730, PG. 626,  
 D.R.C.C.T.

LOT 2, BLOCK A  
 CENTRAL/190  
 VOLUME H, PAGE 80  
 P.R.C.C.T.

**EASEMENT  
 ABANDONMENT**  
**0.027 ACRE**  
 (1170 SQUARE FEET)

**POB**

S 00°27'25" E 408.41'  
 N 00°27'25" W 395.22'

S 00°27'25" E  
 75.73'

**LEGEND**

- CIRF 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- SQ. FT. SQUARE FEET
- (CM) CONTROLLING MONUMENT
- POC** POINT OF COMMENCING
- POB** POINT OF BEGINNING

WILLIAM BEVERLY SURVEY,  
 ABSTRACT NO. 75

LOT 1, BLOCK A  
 CENTRAL/190  
 VOLUME H, PAGE 80  
 P.R.C.C.T.

REMAINDER OF A  
 CALLED 18.1802 ACRES  
 "PARCEL 3 OF TRACT 4"  
 ROSEWOOD REAL ESTATE  
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 VOLUME 3547, PAGE 411,  
 D.R.C.C.T.

CALLED 13.155 ACRES (TRACT 1)  
 JBGL HAWTHORNE, LLC  
 INST. NO. 20150722000904390,  
 O.P.R.C.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N63°19'30"E	78.03'
L2	S0°27'25"E	16.72'
L3	S63°19'30"W	78.03'
L4	N0°27'25"W	16.72'

**PRESIDENT GEORGE BUSH TOLLWAY**  
**(STATE HIGHWAY 190)**  
 (A VARIABLE WIDTH PUBLIC R.O.W.)

**NOTES:**

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.  
 THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202, NAD 83) BASED ON THE LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK, DISTANCES ADJUSTED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847313.

**BURY**

5310 Harvest Hill Road, Suite 100  
 Dallas, Texas 75230  
 Tel. (972) 991-0011 Fax (972) 991-0278  
 TBPE # F-1048 TBPLS # F-10107502  
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**PARTIAL ABANDONMENT OF A 15-FOOT  
 UTILITY EASEMENT**  
**WILLIAM BEVERLY SURVEY, ABSTRACT NO. 75**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



MICHAEL J. MURPHY  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5724



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/26/2015			
Department:		Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): <b>Andrea Park x 5113</b>					
<b>CAPTION</b>					
<p>Second reading of an Ordinance of the City of Plano, Texas, to amend Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date. First reading held on September 14, 2015.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15 thru 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    N/A</b>					
<p><b>COMMENTS:</b> This item has no fiscal impact. This item extends Ordinance No. 2008-4-42 that ended June 9, 2013 to June 9, 2018.</p> <p><b>STRATEGIC PLAN GOAL:</b> Extending the franchise agreement with Denton County Electric Cooperative, Inc., (CoServe Electric) relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
<p>This Ordinance renews Ordinance No. 2008-4-42 for five additional years under the same terms and conditions and ratifying any use since expiration. Second Reading. First reading held on September 14, 2015.</p>					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas, amending Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date.**

**WHEREAS**, on June 2, 2003, by Ordinance No. 2003-6-3, the City Council of the City of Plano, Texas ("City"), granted to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric ("CoServ Electric"), a non-exclusive franchise to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system ("Franchise"); and

**WHEREAS**, the term of the Franchise was previously extended for an additional period of five (5) years by Ordinance No. 2008-4-42; and

**WHEREAS**, the Franchise expired under its own terms on June 9, 2013; and

**WHEREAS**, CoServ Electric has requested that the Franchise be extended for a period of five (5) years and that any use of the Franchise between June 9, 2013 and present be fully ratified as if at all time occurring under and bound by the terms of the Franchise; and

**WHEREAS**, the City Council accepts that the Franchise should be extended until June 9, 2018, that any use of the Franchise between June 9, 2013 and present be fully ratified as if at all time occurring under and bound by the terms of the Franchise, and that the Franchise have the same terms and conditions as the Franchise granted by Ordinance No. 2003-6-3.

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

**Section I.** The Franchise is hereby extended until June 9, 2018, under the same terms and conditions as the Franchise granted by Ordinance No. 2003-6-3, and any use of the Franchise between June 9, 2013 and present is fully ratified as if at all time occurring under and bound by the terms of the Franchise.

**Section II.** All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other

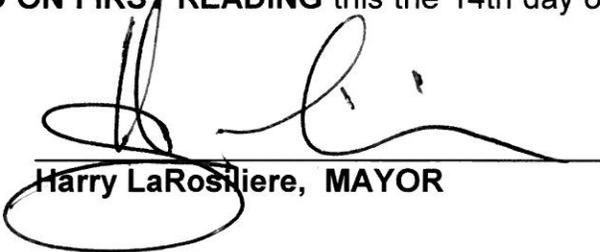
provisions of the Code of Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

**Section IV.** This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano, with the second meeting to be at least 30 days from the first reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

**Section V.** This Ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon written acceptance by CoServ Electric of this Ordinance attached hereto prior to the effective date; otherwise, this Ordinance shall be null and void,

**DULY PASSED AND APPROVED ON FIRST READING** this the 14th day of September, 2015.



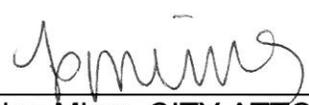
Harry LaRoshniere, MAYOR

**ATTEST:**



Lisa C. Henderson, CITY SECRETARY

**APPROVED AS TO FORM:**



Paige Mims, CITY ATTORNEY

**DULY PASSED AND APPROVED ON SECOND READING (which date is at least 30 days from the first reading) this the 26th day of October, 2015.**

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**Harry LaRosiliere, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ACCEPTED BY DENTON COUNTY  
ELECTRIC COOPERATIVE, INC.,  
D/B/A COSERV ELECTRIC**

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)