

CITY COUNCIL

1520 AVENUE K



DATE: 12/12/2011
CALL TO ORDER: 7:00 p.m.
INVOCATION: Imam Yaseen Shaikh
Islamic Association of Collin County
PLEDGE OF ALLEGIANCE: Cadette Girl Scout Troop 656

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: The Friends of the Plano Public Library presentation to the Plano Public Library System.</p> <p>SPECIAL RECOGNITION: The graduates of the 2011 Management Preparation Program of Plano.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> November 21, 2011 November 22, 2011 November 28, 2011</p>	
(b)	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency) Rejection of Bid No. 2011-319-B for the construction of Carpenter Park (South) Improvements, Project No. 6104, from all bidders and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u> To approve a Professional Services Agreement by and between the City of Plano and CP&Y, Inc., in the amount of \$96,235 for the Mapleshade Lane - 400 Feet East of Silverglen Drive To SH 190 project; and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>To approve a Professional Services Agreement by and between the City of Plano and Bury+Partners-DFW, Inc., in the amount of \$188,000 for Greenhollow Estates Waterline Rehabilitation Project No. 6164; and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>To approve and authorize a contract with Mesa Design Associates, Inc. to provide Landscape Architectural Services in conjunction with the revised and updated master plan of Oak Point Park & Nature Preserve in an amount not to exceed \$137,829 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.</p>	
(f)	<p><u>Approval of Contract Modification</u> To approve and authorize Contract Modification No. 2 for additional design services for Aquatic Center Renovation in the amount of \$84,240 from Brinkley Sargent Architects; and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p><u>Approval of Change Order</u> To approve of a change order to The Atkins Group, increasing the contract by \$110,000 for the following new projects: Research, New Ad Creative Campaign, Social Media Campaign, Website and Research with the RFQ for Advertising Agency (CVB), Change Order #1. RFQ No. 2010-138-B</p>	
(h)	<p><u>Approval of Expenditure</u> To approve the purchase of property appraisal services for the Park Boulevard Corridor Intersection Improvements, Project No. 5989.1 in the amount of \$91,500 from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>To approve the purchase of property appraisal services for the Independence Parkway Corridor, Project No. 5987.1 in the amount of \$104,500 from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D)</p>	
(j)	<p><u>Adoption of Resolutions</u></p> <p>To review and approve the City's written Public Funds Investment Policy; and providing an effective date.</p>	
(k)	<p><u>Adoption of Ordinances</u></p> <p>To repeal Ordinance No. 2009-10-8 codified as Division 1.5, Cross Connection Control Program, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas; adopting a revised Division 1.5 of Article II, Chapter 21 of the Code of Ordinances of the City of Plano, Texas; to revise definitions, processes, regulations and enforcement provisions; providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date.</p>	
(l)	<p>To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Los Rios Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(m)	<p>To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to revise the effective times for the school zone on the section of Parker Road from a point 250 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(n)	<p>To adopt and enact Supplement Number 96 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Consideration of an Ordinance to add Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that are subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date. (Tabled at 11/14/11 Council meeting)</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-32 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment; with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Scheef and Stone, L.L.P.</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-34 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 616 so as to allow the additional use of Arcade on 2.1± acres of land located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: One Bank and Trust</p>	
(4)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-36 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance, as heretofore amended, regarding transit centers and transit stations/turnarounds and other related facilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Friends of the Plano Public Library organization is once again presenting a large donation to the Plano Public Library System.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: The graduates of the 2011 Management Preparation Program of Plano are being recognized tonight.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
November 21, 2011**

COUNCIL MEMBERS

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

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Dana Conklin, Director of Public Information
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Special Called Worksession on Monday, November 21, 2011, at 5:33 p.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074. All Council Members were present.

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

Ron Holifield of Strategic Government Resources, facilitated the worksession, and reviewed the conceptual pillars of Plano's strategic vision discussed at the October 18, 2011, meeting: a primary anchor city for the region which is diverse, cosmopolitan and urban; a multi-faceted city which meets the needs of its' citizens to work, live and play here; a city known for very high quality city services; a city with revitalized and vibrant neighborhoods; a city that is a regional job center; and a city with exceptional quality of education at all levels. Mr. Holifield reviewed the reputational drivers critical in making the strategic vision a reality including: *THE* place to live; a place that values and expects excellence; high quality of life; a progressive city; excellent schools; home to major corporations; broad variety of attractive and affordable housing; easy access to the entire region and to jobs; employment center; family oriented; a destination location; and reestablished identity. He further reviewed operational drivers including: exceptional quality city services; a well-maintained community that has a very attractive appearance; a safe city; highly professional staff; a high quality service orientation; high quality and ample parks and green space; and overcoming the aging community challenges.

Mr. Holifield reviewed the major themes and trends heard from the Council that Plano – has entered a new “stage of life” as a community; has become dramatically more diverse as a community in almost every respect; is fundamentally challenged to decide whether very low taxes or very high quality service or some balance should be the future; needs to rethink development

patterns and chart a new course that seizes upon the opportunities of its new stage of life, as well as the changes in the market expectations to stay vibrant; and should be attentive to the trends of the school district as it was the primary driver in dramatic high-end growth for many years. He spoke to their comments that Plano needs to be more innovative in how it does business; aggressively think about new and different ways to raise revenue; do more in-depth operational analysis and be better equipped to both understand and articulate when staff is doing a great job and when new resources are truly needed; do a better job of developing future civic leaders who are strategic thinkers; do a much better job of engaging and communicating with the citizens on a variety of fronts and ways; improve our internal processes for how we deal with operational issues; and make sure we still draw the best and brightest to deal with the new challenges. Mr. Holifield spoke to Council discussion of, “*Keeping Plano Plano*” and “*Why Plano.*”

Following small group discussions, the Council provided input on the following items. For “*What Should Plano’s Role as a Regional Leader be?*” their consensus was that the City should return to its status as an engaged and regional leader. In response to *Citizen Communication*, their consensus was that more should be done to improve the marketing of City services including providing information regarding what citizens receive for their tax dollars; creation of a “Why Plano” marketing sheet; coordinating efforts with other entities and organizations; and being more engaged with citizens. In response to *Operational Effectiveness*, the Council spoke to measuring operations based on a dollar vs. citizen impact; receiving information on the comparative impact of options to maintain a high versus exceptional standard; utilizing staff-appropriate benchmarks and analysis; and receiving meaningful analysis of potential costs. City Manager Glasscock spoke to providing outstanding services and facilities through cooperative efforts with our citizens that contribute to the quality of life in our community as stated in the current Mission Statement.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 8:53 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
November 22, 2011**

COUNCIL MEMBERS

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

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Dana Conklin, Director of Public Information
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Special Called Worksession on Tuesday, November 22, 2011, at 5:32 p.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75074. All Council Members were present.

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

Ron Holifield of Strategic Government Resources, facilitated the worksession, and advised that following the meeting, staff would utilize Council input to develop an expanded report/plan and that one more session will be held to focus on deliverables. He reviewed discussion of Plano's role as a regional leader, citizen communication and operational effectiveness.

Following small group discussions, the Council provided input on the following items. For *Hiring the Best*, City Manager Glasscock spoke to review of the pay-for-performance program and the Council spoke attracting the best by having a reputation of innovation and being an industry leader. In response to *Governance*, their consensus was that the characteristics of effective governance include civility, respect, decisiveness, courage and preparation. They spoke to clarifying their vision and communicating it to staff, working requests through the City Manager's office and stated consensus for the current Council Code of Conduct. For *Quality of Service – Hard Choices*, City Manager Glasscock spoke to reviewing a matrix of operations to identify possible reductions and Council Member Dunlap spoke to responding to deficits.

The Council discussed Plano Centre and City Manager Glasscock spoke to the need for renovations and potential public/private partnerships. Mr. Holifield spoke to the Council determining a vision to be accomplished. The Council discussed Collin Creek Mall and Deputy City Manager Turner provided information on its development. The Council requested further

meetings with mall management. With regard to the Arts Center of North Texas, City Manager Glasscock spoke to Council consideration following the end of the current six-month agreement.

Mr. Holifield spoke to Council's development of an overarching vision statement at the next session. Nothing further was discussed; Mayor Dyer adjourned the meeting at 8:46 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
November 28, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:03 p.m., Monday, November 28, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Members Harris and Duggan. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:12 p.m.

Consideration and action resulting from Executive Session discussion: Denton County Appraisal District Board Representative

Mayor Dyer advised that the Council will address the ballot during Regular Agenda Item No. "3."

Utility Payment Kiosk

Director of Policy and Government Relations Israelson spoke to the Customer and Utility Services Department (CUS) billing and collecting of 80,000 accounts on a monthly basis, the department's funding solely through service rates, and procurement of a kiosk in March of 2008 which provides 24/7 payment services and includes multi-lingual options. He spoke to issues beginning in 2009 including incorrect posting/processing, cash overages/shortages and hardware problems. Mr. Israelson spoke to research for an alternative system, benefits of the system, other

departments interested in participating, funds set aside and the return on investment. He responded to the Council, advising that Staff will look into the possibility of partnering with other entities to reduce costs, undetermined maintenance expenses, vendors under consideration and the use of equipment by various sectors of the population. The Council stated a consensus in directing Staff to move forward.

Utility Services Partner Warranty Program

Director of Policy and Government Relations Israelson spoke to consideration of a program in which the City partners with Utility Service Partners, Inc. offering citizens the option of purchasing warranty products for water and sewer lines typically not covered by homeowners insurance in exchange for use of the City of Plano logo and compensation to the City of \$10.80 per household per year that enrolls (projected to reach more than \$236,000 per year). Brian Davis of Utility Service Partners, Inc. spoke to the enrollment of various cities, the use of Plano based contractors for services, handling of claims, and benefits for homeowners. City Manager Glasscock spoke to consideration of the program by the Council of Governments, efforts to find new revenue resources. The Council stated a consensus in directing Staff to move forward.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the October 2011 report finds General Fund and Water & Sewer revenues up slightly as a percentage of budget as compared to last year. She stated that actual General Fund revenues are up, primarily due to a increase in ad valorem taxes offset by an decrease in sales tax. Ms. Tacke advised that General Fund expenditures are slightly lower as a percent of budget with overall personnel services down due to the timing of the final September 2011 payroll and year-end accrual entries. She further spoke to Water & Sewer expenditures up slightly, advised that the unemployment rate is up to 7.4%, and sales tax collections are down by \$189,000. Ms. Tacke advised that the Water & Sewer fund actual revenues are up due to decreased rainfall.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:52 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
November 28, 2011

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, November 28, 2011, at 7:03 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Members Harris and Duggan.

Father John Szatkowski of St. Elizabeth Ann Seton Catholic Church led the invocation and the Pledge of Allegiance was led by The Men of Note Chorus who sang several holiday songs.

Mayor Dyer recognized the Plano Animal Services Department who recently received an award from the Texas Animal Control Association.

COMMENTS OF PUBLIC INTEREST

Citizen Jerry West stated concern regarding the recent decision to change trash collection in his area to the front of homes citing the appearance of containers left out and the potential for damage to vehicles. City Manager Glasscock advised that the revision is based on concerns expressed by route drivers that narrow alleyways have the potential to result in damage to equipment or property and advised that Staff will consider citizen feedback during implementation.

CONSENT AGENDA

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 6-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item "A")

November 14, 2011

November 16, 2011

Approval of Expenditures

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

Bid No. 2011-283-C for a one (1) year contract with three (3), one (1) year City optional renewals to DFW Printing Co., Inc. for Printing Services for the Leisure Catalog to be utilized by the Parks and Recreation Department in the estimated annual amount of \$73,700 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2011-260-C for a one (1) year contract with four (4) City optional renewals for Risk Loss Control Services to Arthur J. Gallagher Risk Management Services, Inc. in the amount of \$127,400 to be utilized by Risk Management, establish an annual contract with renewals and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve a Professional Services Agreement by and between the City of Plano and Jerry Parche Consulting Engineers, in the amount of \$82,800 for the Alley Reconstruction Prairie Creek and Cloisters project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Approval of Change Order

To Austin Filter Systems, Inc., decreasing the contract by \$126,175 for Erosion Control Pittman Creek Rehabilitation and DART R.O.W. Retaining Wall, Change Order No. 5. Original Bid No. 2010-117-B. (Consent Agenda Item “E”)

Adoption of Resolutions

Resolution No. 2011-11-20(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Mustang Technology Group, L.P., a Texas Limited Partnership, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “F”)

Resolution No. 2011-11-21(R): To approve the terms and conditions of a Second Amendment to a Development Agreement by and between RH 15th Condos One, Ltd. and the City of Plano for the development of 15th Street Village; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

END OF CONSENT

Resolution No. 2011-11-22(R): To approve the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for development of Eastside Station – Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “1”)

Resolution No. 2011-11-22(R)

Deputy City Manager Turner spoke to the 1999 vision for Downtown Plano to become a compact urban center and transit village offering a mixed use of housing, retail, and restaurants along with areas for civic/arts groups and open space. He requested Council approval of an amended agreement to allow for 340,000 square feet of development at the southwest corner of the Dart rail line and 15th Street, advising that the project will result in more than \$27 million in private investment and include 280 dwelling units and more than 10,000 square feet of non-residential use on 15th Street. Mr. Turner advised that the project has been delayed for three years due to issues in the financial markets, but is ready to proceed based on improvement in the multi-family marketplace. He stated that the City will provide 1.5 acres to the project in return for 92 secured police parking spaces and spoke to the new pedestrian “Douglass Walk” which will receive tax increment financing, funding credits from the North Central Texas Council of Governments and provide general public improvements dedicated to the City. Tim Downey, CEO of Southern Land Company, LLC spoke to the background of his company and thanked the Council for their patience and consideration.

Upon a motion by Mayor Pro Tem Miner and seconded by Council Member Gallagher, the Council voted 6-0 to approve the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for development of Eastside Station – Plano; and further to adopt Resolution No. 2011-11-22(R).

Public Hearing and adoption of Ordinance No. 2011-11-23 as requested in Zoning Case 2011-31 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 0.9± acre located on the west side of Parkwood Boulevard, 827± feet south of State Highway 121 in the City of Plano, Collin County, Texas, from Commercial Employment to Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Tollway/121 Partners, LTD. (Regular Agenda Item “2”)

Director of Planning Jarrell stated that the applicant is proposing the rezoning in order to have the same classification as properties to the south and west. She further advised that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Dunlap and seconded by Council Member Davidson, the Council voted 6-0 to rezone 0.9± acre located on the west side of Parkwood Boulevard, 827± feet south of State Highway 121 in the City of Plano, from Commercial Employment to Central Business-1; as requested in Zoning Case 2011-31 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2011-11-23.

Resolution No. 2011-11-24(R) for the City of Plano to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. (Regular Agenda Item “3”)

Upon a motion made by Mayor Dyer and seconded by Council Member Dunlap, the Council voted 6-0 to cast nine votes for John Mahalik and nine votes for Tom Washington for election as members to the Denton Central Appraisal District Board of Directors; and further to adopt Resolution No. 2011-11-24(R).

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:33 p.m.

Phil Dyer, MAYOR

ATTEST:

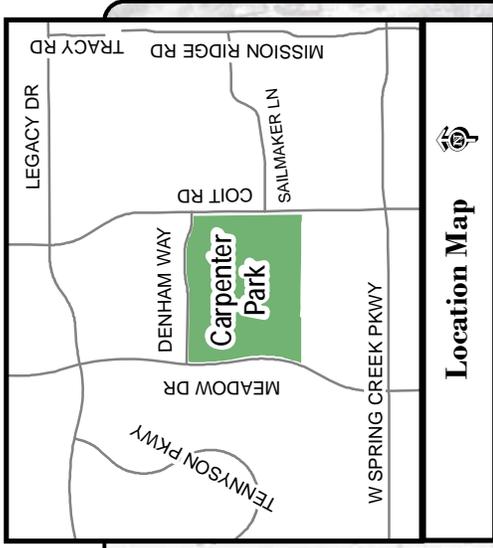
Diane Zucco, City Secretary



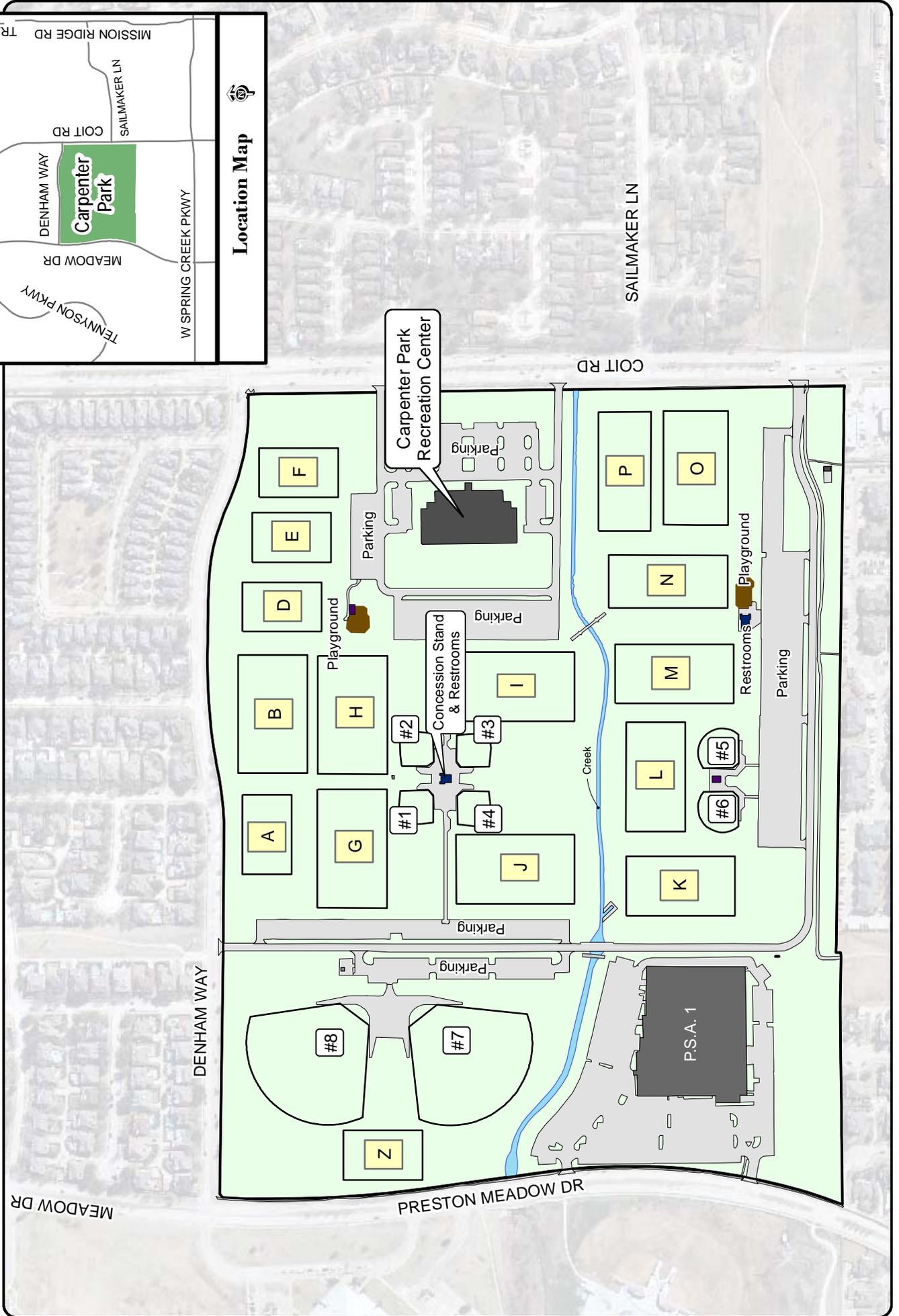
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/12/11			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
Rejection of Bid 2011-319-B for the construction of Carpenter Park (South) Improvements, Project No. 6104, from all bidders and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Rejecting Bid 2011-319-B relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends rejection of all bids for the Carpenter Park (South) Improvements project. The consultant's estimate for the project is \$520,000 and consists primarily of a new irrigation system. The existing irrigation system is 30 years old and is functional, but is maintenance intensive to keep in operation. Due to the aging infrastructure, staff intends to revisit the project when the drought and related watering restrictions subside.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map					
Memorandum					
Bid Recap					

Plano - Fall Sports 2011
Carpenter Park
 6701 Coit Road



Location Map



Note: This map is for abstract purposes only. This map is void after Dec. 1, 2011.

*Field use by schedule or reservation only.
 PLEASE...do not park on streets and respect neighborhood integrity.



MEMORANDUM

Date: November 15, 2011
To: Amy Fortenberry, Director of Parks and Recreation
From: Ed Voss, Athletic Superintendent
Through: Jim Fox, Park Services Manager
SUBJECT: CARPENTER PARK (SOUTH) IMPROVEMENTS

Staff recommends rejection of all bids submitted for the Carpenter Park (South) Improvements, Project 6104, Bid 2011-319-B, due to the ongoing drought conditions and existing water restrictions.

There are real and perceived issues associated with moving forward with this project. Construction followed by recovery of playing surfaces on the athletic fields is water dependent, which is affected by drought conditions resulting in the possibility that the sports fields are not ready for the fall 2012 sports season and Labor Day Soccer Tournament.

Staff intends to proceed with the project when drought conditions, hopefully, subside with a target date of December 2012 as a starting date.

In the interim, the existing 30-year-old irrigation system can be kept operational; however, renovation will be necessary in the near future if field conditions are to be maintained at standards acceptable to the users.

C: Diane Palmer-Boeck, Chief Purchasing Officer

CITY OF PLANO

Bid No. 2011-319-B Carpenter Park (South) Improvements- 2010-Project No. 6104 Bid Recap

Bid opening Date/Time: October 31, 2011 at 3:00 PM

Number of Vendors Notified: 1888

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 7

Vendors	Base Bid Total
Jonesplan of Texas, LLC	\$ 497,000.00
Irricon Construction	\$ 504,000.00
C. Green Scaping, LP	\$ 512,250.00
Roeschco Construcion, Inc.	\$ 519,500.00
And, Inc	\$ 525,097.00
Denali Construction	\$ 588,180.00
Cole Construction, Inc	\$ 629,262.00

Proposals Evaluated Non-Responsive to Specification: 1

Jonesplan of Texas, LLC

Recommended Vendor(s):

Irricon Construction \$ 504,000.00

Nicole Griffin

November 2, 2011

Nicole Griffin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6187
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and CP&Y, Inc., in the amount of \$96,235, for the Mapleshade Lane - 400 Feet East Of Silverglen Drive To SH 190 project; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	80,000	180,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-96,235	0	-96,235
BALANCE	0	3,765	80,000	83,765
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the FY 2011-2012 Street Improvement CIP. This item, in the amount of \$96,235, will leave a current year balance of \$3,765 for the Mapleshade – Bush Turnpike to Silverglen project.</p> <p>STRATEGIC PLAN GOAL: Engineering design services to construct a four lane divided roadway relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement is for engineering design services required to construct Mapleshade Lane, a four (4) lane divided roadway, from 400 feet east of Silverglen Drive to the State Highway 190 service road. The construction will include a new 12" waterline along the entire length, and new drainage facilities under the KCS Railroad.</p> <p>The contract fee is \$96,235.00 and is detailed as follows:</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

Basic Services

1.	Research and Data Collection	\$1,800
2.	Design Survey	\$21,137
3.	Preliminary Design	\$28,000
4.	Final Design	\$13,549
5.	Bid Phase	\$5,432
6.	Construction Control Survey	\$4,824
7.	Construction Administration	<u>\$12,096</u>

Total Basic Fee **\$86,838**

Special Services

a.	Permanent ROW Documents	\$3,292
b.	Temp Construction Easement Documents (\$2,035 EA - 3 Estimated)	<u>\$6,105</u>

Total Special Services **\$9,397**

Total Fee **\$96,235**

List of Supporting Documents:
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies
N/A

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

K C S Railroad



1 inch = 300 feet

Mapleshade Lane

Silverglen Drive

PROJECT

State Highway 190 / President George Bush Turnpike

MAPLESHADE LANE – 400 FEET EAST OF SILVERGLEN DRIVE TO SH 190

PROJECT NO. 6187

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **MAPLESHADE LANE – 400 FEET EAST OF SILVERGLEN DRIVE TO SH 190** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

CP&Y, Inc.
1820 Regal Row, Suite 200
Dallas, TX 75235
Attn: Larry Beenken

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

CP&Y, INC.
A Texas Corporation

DATE: 11-22-2011

BY: Michael S. Hartzler
Michael S. Hartzler, P.E.
SENIOR VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

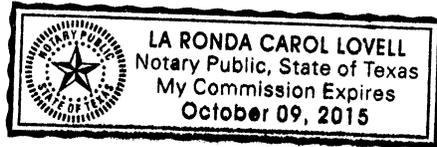
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22ND day of NOVEMBER, 2011, by **MICHAEL S. HARTZLER, P.E., SENIOR VICE PRESIDENT**, of **CP&Y, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES**

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

PROJECT DESCRIPTION:

This project includes preliminary and final design related professional engineering services for Mapleshade Lane from approximately 400 feet east of Silverglen Drive to the westbound service road of President George W. Bush Toll Road, for a total length of approximately 1,700 feet. The road is classified as a City of Plano Type "D" thoroughfare: 2 - 25' b-b paving sections in a 92 foot ROW. A 12" water main, that will run the entire length of the project, is included. No sewer line improvements are proposed.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to NCTCOG Standard Specifications for Public Works Construction
 - Sample Plan Set
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, exiting easement information, and other information available for the project area.

2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees - 4 inches in diameter and larger, edges of pavements and all other visible features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.)
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show drawings.
8. Coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area.

D. Preliminary Design

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1" = 100'.
 - Quantity sheet (sheet by sheet breakdown of all quantities)
 - Typical sections and detail sheets.
 - Paving plan & profile sheets for street improvements.
Scale 1" = 20' H; 1" = 5' V. Include a deceleration lane on the George Bush Service Road.
 - 12" Water plan/profile sheets
Scale 1"=40' H 1"=5' V
 - Drainage area map, with drainage calculations per City of Plano "Storm Drainage Design Manual", for street/drainage improvements
Scale 1"=100'
 - Storm sewer plan/profile sheets
Scale 1"=20' H 1"=5' V
Include channel grading and storm sewer plans from the proposed Mapleshade paving, under the KCS railroad, and connect to an existing box culvert just north of the railroad
 - Temporary traffic control sheets. A generic traffic control plan sheet (City will provide a sample) must be included. . Scale 1" = 40'.

- Erosion control plans and SWPPP sheets meeting EPA and City of Plano requirements. Scale 1" = 40'. A separate plan sheet for details is required. Surface curb inlet protection shall not be used for existing curb inlets on existing thoroughfare pavement areas. Use "Depressed Back of Curb Sediment Trap" instead of silt fence to prevent silt onto roadway. Use "Pavement Replacement Sediment Trap" for areas where pavement will be removed for pavement widening. Use "Organic Filter Tube" instead of silt fence to prevent silt onto private property. Use City WORD file form for "City of Plano CIP Projects – SWPPP Operator Requirements" as part of SWPPP. A separate plan sheet is required for this item.
 - Final buttoning and signage plan sheets. Scale 1" = 40'.
 - Traffic Control plans for President George Bush Toll Road. Scale 1" = 40'.
 - Cross-sections shown at 50 foot intervals. Each section should extend 10 feet minimum beyond the ROW.
Scale 1" = 20':H; 1" = 2':V.
2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to verify the location of their facilities located in the design survey.
 3. Prepare outline of any special technical specifications needed for the project (if any).
 4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 5. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
 6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
 7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.
 8. Provide ROW and temporary construction easement descriptions and drawings on 8.5"X11" sheets

E. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.

6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final black line prints, three bound copies of the bid documents and one single sided unbound original bid document set to the City of Plano.
10. Provide copies of final plans for all affected franchise utilities.

F. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans to the City for construction.

G. Construction Administration

1. Provide written responses to requests for information or clarifications.
2. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.
3. Recommend final acceptance of work when acceptable.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one black line set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc). Each file shall be named in numeric order.

H. Construction Control Survey

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.
2. Set new iron pins at all new corners, PC's and PT's of new right-of-way, after construction is complete.

SPECIAL SERVICES:

Prepare right of way, temporary construction easement, and drainage easement descriptions and drawings, signed and sealed by a licensed surveyor, priced on a per parcel basis.

EXHIBIT "B"

SCHEDULE OF WORK

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

ACTIVITY	COMPLETION TIME (Calendar Days)
1. Notice to Proceed	
2. Research and Data Collection	7
3. Design Survey	21
4. Preliminary Design	42
5. City Review	14
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	21
7. City Review	7
8. Final Design/Documents for Bidding	14
9. City Review	7
10. Advertise for Bids	21
11. Receive Bids	7
12. Recommendation	7
13. Prepare Council Agenda	7
14. Council Award	7
15. Prepare/Execute Contract	14
16. Schedule Preconstruction Meeting	7
17. Notice to Proceed	7
18. Construction	180

EXHIBIT "C"
COMPENSATION AND METHOD OF PAYMENT

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

	WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1.	Research and Data Collection	\$1,800
2.	Design Survey	\$21,137
3.	Preliminary Design	\$28,000
4.	Final Design	\$13,549
5.	Bid Phase	\$5,432
6.	Construction Control Survey	\$4,824
6.	Construction Administration	\$12,096
	Total Basic Fee	\$86,838
7.	Special Services	
	a. Permanent ROW Documents	\$3,292
	b. Temp Construction Easement Documents (\$2,035 EA - 3 Estimated)	\$6,105
	Total Special Services	\$9,397
	Total Fee	\$96,235

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."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of CP&Y, INC. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of CP&Y, 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."

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

CP&Y, INC.
Name of Consultant

By: *Michael S Hartzler*
Signature

Michael S Hartzler
Print Name

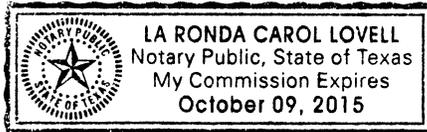
Senior Vice President
Title

11-22-2011
Date

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS



SUBSCRIBED AND SWORN TO before me this 22ND day of NOVEMBER, 2011.

La Ronda Carol Lovell
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6164
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Bury+Partners-DFW, Inc., in the amount of \$188,000, for Greenhollow Estates Waterline Rehabilitation Project No. 6164; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	200,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-188,000	0
BALANCE		0	12,000	0
FUND(S): WATER CIP				
<p>COMMENTS: Funds are included in the FY 2011-12 Water CIP. This item, in the amount of \$188,000, will leave a current year balance of \$12,000 for the Greenhollow Estates Waterline project.</p> <p>STRATEGIC PLAN GOAL: Engineering design services for the Greenhollow Estates Waterline project relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This agreement is for engineering design services for the Greenhollow Estates Waterline Rehabilitation project which will install new 8" waterlines and make paving repairs in the following locations:				
	Street	Limits		Footage
1.	Clinton Drive	Alma Drive to Pebble Vale Drive		1,160
2.	Mariposa Circle	Clinton Drive to Clinton Drive		1,490
3.	Mellville Drive	Alma Drive to Pebble Vale Drive		1,160
4.	Druid Drive	Lexington Drive to Pebble Vale Drive		1,350
5.	Lexington Drive	Alma Drive to Pebble Vale Drive		1,200
6.	Alma Drive	Lexington Drive to 200' south of Orlando Circle		2,630
7.	Revere Circle	Alma Drive to end		500
8.	Orlando Circle	Alma Drive to end		660
9.	Covered Wagon Drive	Turquoise Lane to Comanche Trail		1,400
10.	Hopi Court	Covered Wagon Drive to end		300
			TOTAL	11,850



**CITY OF PLANO
COUNCIL AGENDA ITEM**

The contract fee is \$188,000 and is detailed as follows:

Basic Services

Research & Data Collection	\$7,500
Design Survey	\$45,500
Preliminary Design	\$95,000
Final Design	\$20,000
Bid Phase Services	\$6,500
Construction Phase Services	\$7,000
Construction Control Survey	<u>\$4,500</u>

Total Basic Services **\$186,000**

Reimbursable Direct Costs **\$2,000**
(Printing, Mileage, Courier, etc.)

Total Lump Sum Fee **\$188,000**

List of Supporting Documents:
Location Maps; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies
N/A

PARKER RD

PIMERNEL CALADI LN LN

Greenhollow Estates Waterline Rehabilitation - Project No. 6164

Map 1 of 2



LEDON I

UNIVERSITY DR

KESTREAM DR

ALMA DR

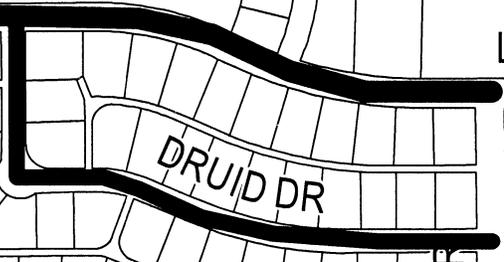
COF

ZINNIA CT

THYMI CT

THUND

PREMIER DR



LEXINGTON DR

DRUID DR

MELLVILLE DR

PEBBLEVALE DR

CLINTON DR

INGLESIDE

DR

GREENPARK

DR

SPRING VIEW

LN

LAKEWAY

DR

CREEKFIELD

DR

LAKE RIDGE

DR

PARKVIEW

LN

MILLSTREAM DR

MARIPOSA CIR

MARIPOSA CIR

KEENAN

CIR

EDMONTON

DR

WYNNPAGE

REDONDO

LN

ASHBURN

REVERE CIR

CIR

PL

RAYWOOD

CIR

GREYLYN

CHESHIRE DR

GREENCASTLE LN

PREMIER DR

ORLANDO DR

ORLANDO CIR

CIR

TREYBURN CT

DR

ENTERPRISE DR

Greenhollow Estates Waterline Rehabilitation - Project No. 6164

Map 2 Of 2

SHERWOOD DR
HAM LN

BEY RD



1 inch = 400 feet

E PARKER RD

TOPEKA CT

WINONA DR

COLT DR

PONY DR

LN RATON

TOPEKA CT

TOWANDA DR

WINON

SCHOO

TURQUOISE LN

HOPI CT

OSWEGO DR

SEMINOLE CT

CONANCHE TRIL

CONESTOGA DR

CT

LUCAS TER

OSCEOLA DR

COVERED WAGON DR

COVERED WAGON DR

MOORE DR

MAVE

P AVE PAVE

PUMA RD

JUPITER RD

OAK GROVE

JASMINE CT

PUMA RD

JASMINE LN

MA

GREENHOLLOW ESTATES WATERLINE REHABILITATION

PROJECT NO. 6164

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BURY+PARTNERS-DFW, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **GREENHOLLOW ESTATES WATERLINE REHABILITATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Bury+Partners-DFW, Inc.
5310 Harvest Hill Road, Suite 100
Dallas, TX 75230
Attn: Len McManus, P.E., Sr. Vice President

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

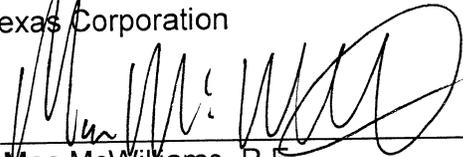
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

DATE: 11/08/11

BURY+PARTNERS-DFW, INC.

A Texas Corporation

BY: 

Mac McWilliams, P.E.
MANAGING PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

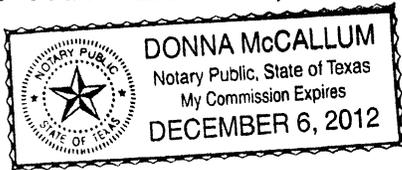
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8 day of November, 2011, by **MAC MCWILLIAMS, P.E., MANAGING PRINCIPAL**, of **BURY+PARTNERS-DFW, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Donna McCallum
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

GREENHOLLOW ESTATES WATERLINE REHABILITATION PROJECT NO. 6164

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for the replacement or installation of approximately 11,850 L.F. of 8" water lines to include all related appurtenances (such as: valves, services, fire hydrants, etc.). In general, all new water lines shall be 8" diameter except on short dead end cul-de-sacs, where water lines shall be 6" diameter unless a fire hydrant is existing or proposed. In those cases the water line shall be an 8" with a 6" gate valve and 6" fire hydrant lateral. Additional Fire hydrants shall be installed if existing fire hydrants are more than 500' apart. In most locations of the City, the typical water line location is 3' off existing curb face, in which case water line replacement and would be at the curb face. The location of the existing waterline in Alma Drive is near the center of the north bound inside lane. As a general rule, water line replacement on this project should be designed to prevent the need for walk and driveway replacement. Also, existing water meters, which fall in the sidewalk, need to be relocated out of the sidewalk with the project.

The City of Plano will install a new lining in the existing sewer mains located in all of the streets listed below except for Alma Drive, Covered Wagon Drive and Hopi Circle. The lining will be installed prior to the final design phase of this project, by 4-1-2012 at the latest. The consultant will show the location of the existing sewer services, approximately 152 of them, on the plans using video data from the City lining project. The existing sewer services will be removed and replaced as part of this design project. The street paving will be saw cut, removed and replaced at each sewer service location. The consultant will provide construction notes and drawing details related to these new services. One new manhole on Druid Drive will be included with this project.

The project includes the following locations:

	Street	Limits	Footage
1.	Clinton Drive	Alma Drive to Pebble Vale Drive	1,160
2.	Mariposa Circle	Clinton Drive to Clinton Drive	1,490
3.	Mellville Drive	Alma Drive to Pebble Vale Drive	1,160
4.	Druid Drive	Lexington Drive to Pebble Vale Drive	1,350
5.	Lexington Drive	Alma Drive to Pebble Vale Drive	1,200
6.	Alma Drive	Lexington Drive to 200' south of Orlando Circle	2,630
7.	Revere Circle	Alma Drive to end	500
8.	Orlando Circle	Alma Drive to end	660
9.	Covered Wagon Drive	Turquoise Lane to Comanche Trail	1,400
10.	Hopi Court	Covered Wagon Drive to end	300
		TOTAL	11,850

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Request and research for plans on existing power, telephone, gas, cable or other utilities in the project area to show on the plans.
4. The extent of replacement due to existing condition of pavement, curb, sidewalk and driveways will be determined and provided to the consultant by City Engineering Dept. staff (after obtaining input from the City Public Works Dept.) with the first plan review and will be shown by consultant on plans and included in the project. The extent of replacement for these items due to project construction will be determined and recommended by the consultant. This will depend upon where the water line replacement occurs. If water line work requires replacement of the adjacent curb, then lead walks and drives must be replaced. Drives replaced must have a minimum 4' section with a 2% cross slope matching existing adjacent walk.

C. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide spot elevation ties as necessary for existing and proposed curb profiles on the side where water line is to be replaced, and at other areas as specified by City of Plano Public Works Dept. Total length of these profiles is approximately 1,500 feet. Provide cross sections to 10' beyond the ROW line at 25 foot intervals in these locations. Provide additional cross sections at driveways (to the back of walk line and 10' beyond).
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. Include survey of the west side of Alma at the intersections of Lakestream Drive, Lakeway Drive, Orlando Drive and at fire hydrant locations.

D. Preliminary Design

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheets. Scale 1"= 100'.
 - General Notes
 - Quantity sheet (by individual location and sheet by sheet).
 - Typical sections and detail sheets.
 - Plan and profile sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). Profile required only for water lines 12" and larger. Otherwise, profiles are required only for points where the proposed water line is anticipated to conflict with other underground utility lines. Sheets should show: existing topographic features; all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps and pavement replacement. Show additional areas of pavement replacement required as identified by the City Public Works Dept.

- Construction phasing and traffic control sheets. 1"=40'
A generic traffic control plan can be used for the minor residential streets
A detailed traffic control and phasing plan will be required for Alma Drive.
- SWPPP sheets meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SWPPP "WORD" file plan sheet shall be included in the plans. City standard details for erosion control devices shall also be included where applicable.
- Plans shall include modifications for driveway repairs in the event that an existing driveway cross slope does not meet current ADA requirements. Driveways which must be repaired due to water line installation will be replaced with slopes which meet ADA requirements. Plans shall show existing driveway elevations as well as proposed elevations and slopes and limits of driveway repairs. Provide cross sections of driveways that will be replaced.
- Provide top of curb profile design and cross sections at 25 foot intervals in areas of curb design as specified by City of Plano Public Works Dept. These areas will include sidewalk reconstruction. Total length of these profiles is approximately 1,500 feet.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Other (file copy)
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

E. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) set of pre-final plans, and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

F. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Submit one (1) set of final blue/black line prints and one (1) bound copy of the bid documents to the designated Material Testing laboratory.
4. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

G. Construction Administration

1. No site visits, other than a final walk through, are anticipated for this project.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one blackline set to the City and a two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey –

1. Set vertical and horizontal control for construction at 500' intervals, or a minimum of one at each end of the project. (on the ground)

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

No easements are anticipated for this project.

B. Other Direct Expenses –

1. Printing, Mileage, & Courier

EXHIBIT "B"

SCHEDULE OF WORK

**GREENHOLLOW ESTATES WATERLINES
PROJECT NO. 6164**

SCHEDULE

Plans and specifications will be submitted according to the following schedule for completion, for review by the City prior to the submittal of final documents.

Task	Proposed Schedule
Schematic plans / Design Survey	10 weeks
50% Plans and OPC	16 weeks
90% Plans, specifications and OPC	6 weeks
Final plans, specifications and OPC	3 weeks

Note that the above schedule does not include review time required by the City or other regulatory agencies (if required).

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**GREENHOLLOW ESTATES WATERLINES
PROJECT NO. 6164**

Bury+Partners-DFW, Inc. will perform the services as outlined in Exhibit "A" on a lump sum basis shown per task below:

FEES

Basic Services		\$186,000
Research & Data Collection	\$7,500	
Design Survey	\$45,500	
Preliminary Design	\$95,000	
Final Design	\$20,000	
Bid Phase Services	\$6,500	
Construction Phase Services	\$7,000	
Construction Control Survey	\$4,500	
Reimbursable Direct Costs		<u>\$2,000</u>
(Printing, Mileage, Courier, etc.)		
Total Lump Sum Fee		\$188,000

BILLING

Bury+Partners-DFW, Inc. will prepare monthly payment estimates, based on estimated percent complete for Basic Services and submit to the City during the first week of the following month. In addition, any reimbursable costs will be added with a 10% mark-up to the monthly estimate.

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."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 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.)

Coverages Required

Limits (Figures Denote Minimums)

<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

- 18. Garagekeepers' Legal \$ _____ - Comprehensive
\$ _____ - Collision
- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.
- 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

- 26. The above policy(s) carry the following deductibles: _____
- Full limits of coverage available for:
- General Liability _____ Professional Liability _____
- Automobile Liability _____

27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Bury+Partners-DFW, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Bury+Partners-DFW, 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."

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

Bury+Partners-DFW, INC.
Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/12/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

To approve and authorize a contract with Mesa Design Associates, Inc. to provide Landscape Architectural Services in conjunction with the revised and updated master plan of Oak Point Park & Nature Preserve in an amount not to exceed \$137,828.50, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	250,000	1,400,000	1,650,000
Encumbered/Expended Amount	0	-109,500	0	-109,500
This Item	0	-137,829	0	-137,829
BALANCE	0	2,671	1,400,000	1,402,671

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are available in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$137,829, will leave a current year balance of \$2,671 for the Oak Point Park Development project.

STRATEGIC PLAN GOAL: Landscape architectural services relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

The attached Landscape Architectural Services Agreement with Mesa Design Associates, Inc. is for research and preparation of a revised and updated master plan for Oak Point Park and Nature Preserve.

New opportunities for large concerts, running events and other recreational activities need to be planned for and incorporated into the parks master plan in an environmentally sensitive way. Also, user feedback and use patterns have emerged since the park was opened and need to be evaluated prior to future phases of development.

The total contract fee is \$137,828.50 and includes basic services and reimbursable expenses. The basic services are \$119,850 and the reimbursable expenses are \$17,978.50.



CITY OF PLANO COUNCIL AGENDA ITEM

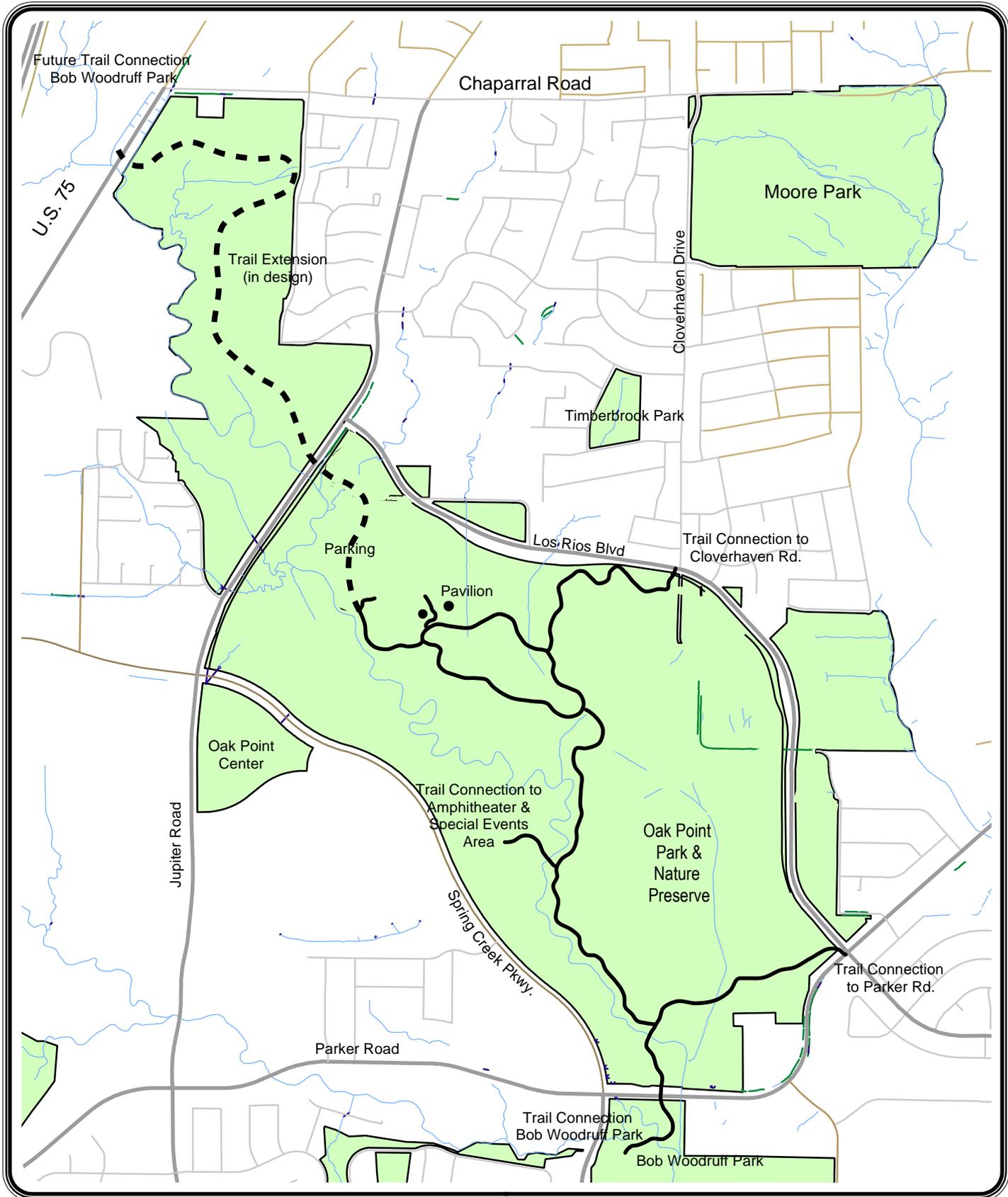
Mesa Design Associates, Inc. is on the 2010-11 lists of qualified consultants for landscape architectural services. Mesa Design Associates, Inc. has successfully completed other master planning and design projects for the City of Plano.

List of Supporting Documents:

Location Map

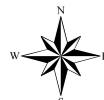
Landscape Architectural Services Agreement

Other Departments, Boards, Commissions or Agencies



Oak Point Park & Nature Preserve

Revised & Updated Master Plan



Parks & Recreation Department
Park Planning

OAK POINT PARK & NATURE PRESERVE, REVISED MASTER PLAN

PROJECT NO. 6198

LANDSCAPE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **MESA DESIGN ASSOCIATES, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **OAK POINT PARK & NATURE PRESERVE, REVISED MASTER PLAN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks Department
P.O. Box 860358
Plano, TX 75086-0358

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

Mesa Design Associates, Inc.
1807 Ross Avenue, Suite 333
Dallas, TX 75201
Attn: Fred Walters

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

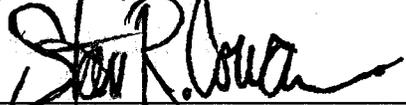
G. Authority to Sign:

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.

MESA DESIGN ASSOCIATES, INC.
A TEXAS Corporation

DATE: 11-29-2011

BY: 
Stan Cowan
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

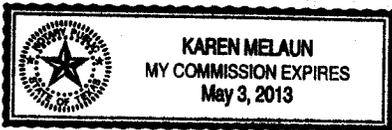
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of November, 2011, by **STAN COWAN, PRESIDENT**, of **MESA DESIGN ASSOCIATES, INC.** a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Karen Melaun
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, 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

PHASE I: SITE AND PREVIOUS PROGRAM ASSESSMENTS

TASK 1.1: KICK OFF AND DATA CONFIRMATION

MESA will meet with the City staff to review the previous planning efforts and initial phases of construction for the 800 acre park and associated systems of parks along Rowlett Creek. The previous design and construction efforts and offsite opportunities will be discussed and evaluated for their potential influence on the site and future park programming. We will walk the site to review all existing base data, planning initiatives previously explored as well as new initiatives identified by the City for the project. A key component of this meeting will be the confirmation of schedules (including key milestones, and critical path elements, etc.) and anticipated deliverables. We will also confirm the core client team, primary points of contact, stakeholder groups, and their roles within the planning process. Dates and formats for public workshops and congruent public survey strategies will be discussed. The Kick-Off Meeting will be used to formulate the initial approach and process for the assessments listed below.

Product: MESA will visit the sites, collect and synthesize base data into a composite existing conditions assessment plan, meet with City staff, and host the stakeholder interviews stipulated above. MESA will provide the City with one (1) hard copy of each map as well as digital files (PDF). Task includes two (2) meetings with city staff.

TASK 1.2: INITIAL VENUE FRAMEWORK

Based on initial meetings with city staff, MESA will formulate the initial venue framework which will be used to evaluate current and proposed park programming and master plan elements. Venues represent an organized collection of activities and events that share a common association or theme. They form the connection for activities, which are opportunities to engage in self-guided or facilitated actions or experiences. These in turn, create a basis for events which are special functions that occur seasonally, annually, or only at particular times.

Product: Compatibility and value matrix used to examine the relationships and potential opportunities which may be created through programmed venues, activities, and events. Compatibility and resulting relationships will be used to prioritize planning and design of specific facilities. Task includes three (3) meetings with city staff.

TASK 1.3: PROGRAMMING ASSESSMENT

After discussion and confirmation of the initial venue framework, assessment of the current master plan and existing improvements will be performed. The assessments will be weighed against the program and initiatives anticipated for development of future park facilities. The assessments will in turn identify issues of interest or concern to be investigated further via case studies in other similar facilities. The assessment task will be combined with a site visit to confirm the basis of policy, physical, natural, wildlife, historical, and cultural information about the site. The assessments include the following:

- A. Site Assessment: Environmental and Habitat Systems:** MESA will gain an understanding of the criteria for park program development based the natural and environmental systems present on the site and their potential relationship to large public venues. This assessment will be based on a review of existing data gathered by others currently within the city archives. Consideration will be given to impacts on the site by man's activities on the site, as well as the opportunities these activities may present. As part of this assessment, we will evaluate the most sensitive and critical habitat areas to be prioritized for preservation in the final master plan.
- B. Program Assessment: Programming, Comparable Facilities & Activities:** MESA will map the anticipated patterns of usage and circulation based upon City feedback at the Kick-Off Meeting (as well as positive and negative impacts of these activities) to gain an understanding of current and potential usage levels, and the inter-relationship between various programs. The differentiation of programs and spaces will

respond to facilities, natural features, programs, or contextual relationships. This assessment will incorporate research of similar facilities, their respective operations, and the positive and negative observations noted during the respective site visits. Connections to nearby facilities and creek ways will also be evaluated.

- C. City Staff Engagement:** MESA will facilitate a work session with City staff to collect their input on potential park program and maintenance operations. This work session will review previous initiatives for the park and affirm their relevance with this current phase of park planning. New program ideas will be discussed and evaluated to create a target list that will guide the master plan development. This task includes one (1) meeting with City staff.
- D. Infrastructure, Maintenance, and Operations Assessment:** MESA will evaluate the condition of existing on-site facilities, and built elements in terms of their physical condition, current use, and adaptability to future development. Functionality, security, operations and maintenance considerations will be documented as they relate to issues of on-going as well as special events maintenance activities and their impacts on sustainability. Data gathered from Task 1.4 will be used for comparison to other regional facilities with similar programs and operations will be compared to Oak Point Park to benefit from any "lessons learned" from other municipalities and their park operations.

Product: MESA will visit the sites, collect and synthesize base data into a composite existing conditions assessment plan, meet with City staff, and host the City staff meeting stipulated above. MESA will provide the city with one (1) hard copy of each map as well as digital files (PDF). MESA will meet with the City to prioritize all input received during citizen engagement meetings prior to moving with the following tasks. Task includes two (2) meetings with city staff.

TASK 1.4: COMPARITIVE PARK ANALYSIS

Working with City staff, MESA will formulate a list of potential parks and recreation sites that City staff and the design team may visit to comparatively evaluate program content, operations and maintenance, management, and design and construction of site elements. Two options are presented; a one day trip, up to 4 park sites utilizing a city van, and the other involves traveling with an overnight stay out of town. The purpose of the trips is to examine program elements which may be desirable to include in the Master Plan for future development. The findings of the comparative analysis will be documented in the Master Plan Report and used to develop the initial programming for the park.

Product: MESA will prepare comparative matrices and graphics depicting the information outlined above – photography may be included as necessary. The most compatible elements will be included in a summary of the master planning process, as well as project and site history, as components of the Final Report.

TASK 1.5: ASSESSMENTS PRESENTATION & PROGRAMMING PRIORITIZATION

MESA will host a workshop with the City staff to review the assessments, stakeholder input, and prioritize potential park improvements in conjunction with the programming vision. The design team will look for critique and confirmation of the assessments and engage with the attendees in a "visioning" session designed to take into account all assessments and assist in determining the most responsive direction for development. We will review anticipated phasing, temporary use for short-range initiatives, and program flexibility for the Master Plan. After this meeting, MESA will consolidate the thoughts into the informative presentation to be shared with the public as described in Task 1.6.

Product: MESA will host an assessment and programming workshop for City staff.

TASK 1.6: PUBLIC INFORMATION MEETING – Programming and Vision Presentation

MESA will conduct a workshop session with the community after content and agenda are confirmed as part of Task 1.5. The workshop will begin with a presentation of the findings and assessments associated with the park and similar facilities, adjusted per the input received from the City staff. MESA will facilitate a presentation providing commentary

on the park's program and master plan vision. This is envisioned as an informational meeting only, with presentation of limited graphics and a list of program and facility goals, objectives, and initiatives for the park.

Product: MESA will facilitate the public information meeting and create a summary document of all comments issued to the public to be referenced in future planning tasks. MESA will meet with the City to prioritize any final input received prior to moving with the following tasks.

PHASE II: DESIGN MASTER PLAN

TASK 2.1: CONCEPT MASTER PLAN

MESA will develop a descriptive level vision for the park that is directly derived from the goals identified in the City staff visioning and public workshops. This graphic is a preliminary concept that depicts the program for the park and comprises a checklist of effects (from the initial input) that the master plan must accomplish. It is the "structure" that the plan will be built around and serves as an opportunity for confirmation before development of the final vision. MESA will host a presentation to City staff and share the following aspects of the concept:

- A. Programs** will graphically depict zones for each venue/activity/event on site and serve to describe the relationships between each.
- B. Connectivity** identifies the external and internal linkages and circulation throughout the park and connections the surrounding park systems and creek ways.
- C. Facilities, Spaces, and Connections** will describe the list of structures and infrastructure that are necessary to provide and support the programs framework, also denoting circulation patterns, arrival sequences, and other patterns.
- D. The Operations Framework** will identify an approach to maintaining habitat where possible in conjunction with the proposed park program and operations. The management of park development and planning will be to increase the quality and vitality of the park's natural systems, directly addressing issues identified in the assessments stipulated as part of this task.

The Master Plan will address the appropriateness of the following programs suggested by the city, as well as those that may become apparent during the site assessments and visits to similar facilities. The program elements to be considered include, but may not be limited to:

- Recreational trails
- Special events and multi-purpose running trails
- 5k, 10k, ½ marathons, other special events and races
- Large Pavilion for group reservations
- Small pavilions for public use
- Restroom facility
- Recreational trail connections and rest locations with water and shade opportunities
- Nature preserve areas and conservation areas
- Prairie restoration and interpretation
- Group open space and passive use in turf
- Open space areas
- Suitable Parking, drainage, and utilities,
- Lighting and other infrastructure improvements
- Archery in designated use areas
- Pond enhancements and additional pond development within the park
- Associated parks and recreation facilities

A preliminary cost projection will be prepared for consideration. MESA will meet with the City to share the concept master plan, and adjustments will be made prior to the public presentation to be conducted in Task 2.2.

Product: MESA will prepare the concept master plan and supporting documents for internal City presentations and for use in subsequent public meetings. Task processes, findings, and recommendations will be summarized into a chapter within the final report. Task includes three (3) meetings with city staff.

TASK 2.2: PARK BOARD INFORMATION MEETING – Concept Master Plan Formulation

MESA will present the Concept Plan to the Park Board in an informational presentation describing the process and programming which informs the proposed master plan. The Park Board will see the previous initiatives to set the framework for the master plan as well as the current goals as set forth by the City staff (from workshop #1) identified on the diagrammatic plan. Following the Park Board meeting, the design team will meet with the City staff in order to refine priorities if necessary based on any pertinent input received.

Product: MESA will facilitate the Park Board meeting and create a summary document of any further input received which is relevant to the design.

TASK 2.3: FINAL MASTER PLAN

MESA will refine the Concept Master Plan into a vision for future park development. This will be a descriptive level graphic plan, including sections and perspectives necessary to convey the design, which will graphically depict all park amenities at a real scale – depicting forms, material concepts, habitat enhancements, and detailed connections. The plan will illustrate all programs and areas of park development and address the following areas of park development all comprised within one graphic:

- A. Thematic Structures** represent projects that address key thematic improvements such as support facilities for the amphitheater, restroom(s), and picnic pavilion facilities, as well as a group or “special events” pavilion. This portion of the plan will deal with any significant contributing to the definition of unique park districts.
- B. Traffic and Circulation Initiatives** identify those projects that establish an efficient and humble relationship between the park and its varied circulation patterns – pedestrian, vehicular, and trails, including community connections.
- C. Program Plan & Amenity Enhancement Initiatives** will organize the preservation, restoration, integration, and removal of program opportunities with the park.
- D. Implementation and Phasing Initiatives** will identify the subsequent design stages for the project and set a framework for implementation and funding mechanisms required to move forward at the anticipated schedule.
- E. The Conceptual Interpretive Plan (optional)** - This plan will develop an interpretive theme/ story outline for the park, and note the site elements necessary for conveying that educational storyline.

While the Final Master Plan illustrates the above mentioned elements (and others) on the site, the planning team will also prepare elevation studies, sections, perspective sketches and more detailed floor plans and alignments to illustrate the aesthetic character of the constructed vision. These schematic architectural studies of pavilions, amenities, and other thematic elements begin to give a sense of vitality and life to the plan.

MESA will prepare a refined cost projection and break out the holistic vision into a series of attainable and fundable phases for execution. The end result of this subtask will be the definition of a Phase I scope and construction budget to further refine and bring forth to implementation.

Product: MESA will prepare a master plan graphic and report that depicts the information outlined above – specific area enlargements, sections, elevations, and sketches may be prepared as necessary. The updated cost projection will break out the discussed phases of park development, and identify the scope of the first phase of construction. A

summary of the master planning process, as well as project and site history, and recommendations will be components of the Final Report. Task includes two (2) meetings with city staff.

TASK 2.4: FINAL PROJECT PRESENTATION – City Staff

MESA will make a final project presentation to the Park Planning staff of the vision and proposed Phase I of the Master Plan. This session will recap the goals, objectives, and process which defines this master plan study. If the City considers this an important component of the community outreach process, MESA will also host a meeting to share the phasing and priority breakout of particular projects with the Park Board or other entity. These services will be charged as an hourly expense according to the enclosed hourly rate schedule.

EXHIBIT "B"

Task 1.1: Kick off, Data Confirmation, & Assessments	Initiation: Immediately upon execution of contract.	Duration: 2 weeks.
	Staff Review	Duration: 2 weeks.
Task 1.2: Initial Venue Framework	Initiation: Immediately upon conclusion of Task 1.1.	Duration: 2 weeks
	Staff Review	Duration: 2 weeks
Task 1.3: Programming Assessment		
A. Site Assessment: Environmental and Habitat Systems	Initiation: Immediately upon conclusion of Task 1.1.	Duration: 2 weeks.
B. Use Assessment: Programming, Comparable Facilities & Activities	Initiation: Immediately upon conclusion of Task 1.1.	Duration: 2 weeks.
	Staff Review	Duration: 3 weeks.
C. City Staff Engagement:	Initiation: Immediately upon conclusion of staff review.	Duration: 1 week.
D. Infrastructure, Maintenance, and Operations Assessment:	Initiation: Immediately upon conclusion of staff review.	Duration: 1 week.
E. Sensitivity Composite Assessment:	Initiation: Immediately upon conclusion of Task 1.3C-D.	Duration: 2 weeks
	Staff Review	Duration: 3 weeks.
Task 1.4: Comparative Park Analysis	Initiation: Immediately upon conclusion of Task 1.3.	Duration: 2 weeks
Task 1.5: Assessments Presentation and Programming Prioritization	Initiation: Immediately upon conclusion of Task 1.4.	Duration: 1 week
	Staff Review	Duration: 3 weeks
Task 1.6: Public Information Meeting	Initiation: Immediately upon conclusion of Task 1.2.	Duration: 1 week

Task 1.1-1.6 Duration: 29 weeks

Task 2.1: Concept Master Plan	Initiation: Immediately upon conclusion of Task 1.3.	Duration: 3 weeks
	Staff Review	Duration: 3 weeks
Task 2.2: Park Board Information Meeting	Initiation: Immediately upon conclusion of Task 2.1.	Duration: 1 week
	Staff Review	Duration: 3 weeks
Task 2.3: Final Master Plan	Initiation: Immediately upon conclusion of Task 2.2.	Duration: 5 weeks
	Staff Review	Duration: 3 weeks
Task 2.4: Illustrative Graphics (concurrent w/2.3)	Initiation: Immediately upon conclusion of Task 2.2.	Duration: 2 weeks
Task 2.5: Final Project Presentation	Initiation: Immediately upon conclusion of Task 2.3.	Duration: 2 weeks
	Staff Review	Duration: 5 weeks

Task 2.1-2.5 Duration: 27 weeks

Total Duration of Services: 56 weeks

EXHIBIT "C"

Task 1.1: Kick off and Data Confirmation	Lump Sum: \$2,450.00
Task 1.2 Initial Venue Framework	Lump Sum: \$9,250.00
Task 1.3: Programming Assessment	Lump Sum: \$19,800.00
A. Site Assessment: Habitat & Systems	Lump Sum: \$2,250.00
B. Program Assessment: Programming, Facilities & Activities	Lump Sum: \$6,400.00
C. City Staff Engagement:	Lump Sum: \$2,750.00
D. Infrastructure, Maintenance, and Operations:	Lump Sum: \$8,400.00
Task 1.4: Comparative Park Analysis	Lump Sum: \$7,400.00
A. Local Parks Analysis	Lump Sum: \$2,600.00
B. Regional Parks Analysis	Lump Sum: \$4,800.00
Task 1.5: Assessments Presentation & Programming Prioritization	Lump Sum: \$4,500.00
Task 1.6: Public Information Meeting	Lump Sum: \$4,500.00
Task 1.1-1.6 Total: \$47,900.00	

Task 2.1: Concept Master Plan	Lump Sum: \$22,500.00
A. Programs	Lump Sum: \$3,750.00
B. Connectivity	Lump Sum: \$3,250.00
C. Facilities, Spaces, and Connections:	Lump Sum: \$8,250.00
D. The Operations Framework:	Lump Sum: \$7,250.00
Task 2.2: Park Board Information Meeting	Lump Sum: \$4,500.00
Task 2.3: Final Master Plan	Lump Sum: \$37,450.00
A. Thematic Structures	Lump Sum: \$9,500.00
B. Traffic and Circulation Initiatives	Lump Sum: \$7,250.00
C. Program plan & Amenity Enhancement	Lump Sum: \$8,250.00
D. Implementation and Phasing:	Lump Sum: \$5,200.00
E. Conceptual Interpretive Plan:	Lump Sum: \$7,250.00
Task 2.4: Final Project Presentation	Lump Sum: \$7,500.00
Task 2.1-2.4 Total: \$71,950.00	
Task 1.1-2.4 Total Fees: \$119,850.00	

REIMBURSABLE EXPENSES

Reimbursable non-labor costs for this project are not to exceed : **\$17,978.50**

Total Cost of Task 1.1- 2.4 Services, and Expenses: \$137,828.50

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Principal III	\$235.00
Principal II	\$200.00
Principal I	\$180.00
Associate Principal	\$150.00

Associate - Residential	\$150.00
Associate - Planning	\$150.00
Associate - Accounting	\$150.00
Associate - CA/CO	\$140.00
Associate - Landscape Architecture	\$130.00
Project Manager II	\$110.00
Project Manager I	\$100.00
Designer - Planning	\$ 90.00
Designer II	\$ 90.00
Designer I	\$ 75.00
Graphics/Marketing/Admin	\$ 75.00
Intern	\$ 50.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

- | | |
|---|--|
| <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 \$1,000,000 each claim and aggregate
\$2,000,000 aggregate |
| <input type="checkbox"/> 17. Garage Liability | \$ _____ BI & PD each occurrence |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2011

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240	CONTACT NAME: Patrick P McLaughlin PHONE (AC, No, Ext): (214) 503-1212 FAX (AC, No): (214) 503-8899 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Mesa Design Associates, Inc. 1807 Ross Avenue Suite 333 Dallas TX 75201	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: XL Specialty Insurance Company 37885
	INSURER B: Travelers Indemnity Company 25658
	INSURER C: Travelers Lloyds Ins. Company 41262
	INSURER D: Charter Oak Fire Insurance Co. 25615
	INSURER E: Travelers Indemnity Co of Conn 25682
	INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 11579 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Indpend. Contractors <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	PACP7468L777	1/15/2011	1/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	BA7468L949	1/15/2011	1/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$	Y Y	CUP8150Y297	1/15/2011	1/15/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y	UB6418Y599	6/1/2011	6/1/2012	<input checked="" type="checkbox"/> NO STATUS- TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab	N Y	DPR9694800	8/1/2011	8/1/2012	\$1,000,000 Per Claim/ \$2,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks: Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. 30 Days notice of cancellation in favor of the certificate holder on all policies. City of Plano is shown as an additional insured on the general, auto and umbrella liability coverages as required by contract. The general liability coverage is on a primary and non-contributory basis. Umbrella liability

CERTIFICATE HOLDER City of Plano Attn: Bill Dakin 1409 Avenue K Plano TX 75074	CANCELLATION 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 <i>Patrick P. McLaughlin</i>
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ACORD 25 (2009/09)

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Page 1 of 2

DESCRIPTION OF OPERATIONS SECTION CONTINUED		DATE 11/16/2011
CERTIFICATE HOLDER: City of Plano Attn: Bill Dakin 1409 Avenue K Plano TX 75074	INSURED: Mesa Design Associates, Inc. 1807 Ross Avenue Dallas TX 75201	
DESCRIPTION OF OPERATIONS CONTINUED: coverage follows form. Auto liability is on a primary basis. A waiver of subrogation is shown in favor of City of Plano on all policies as required by contract. - Re: Oak Point Park and Nature Preserve Revised Master Plan		

DOC (10/2003)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/11		
Department:	Public Works			
Department Head:	Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 6060
CAPTION				
To approve and authorize Contract Modification No. 2 for additional design services for Aquatic Center Renovation in the amount of \$84,240 from Brinkley Sargent Architects; and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	405,937	3,573,063	0	3,979,000
Encumbered/Expended Amount	-405,937	-298,088	0	-704,025
This Item	0	-84,240	0	-84,240
BALANCE	0	3,190,735	0	3,190,735
FUND(S): RECREATION CENTER CIP				
<p>COMMENTS: Funds are included in the FY 2011-12 Recreation Center CIP. This item, in the amount of \$84,240, will leave a current year balance of \$3,190,735 for the Aquatic Center Renovation project.</p> <p>STRATEGIC PLAN GOAL: Design services for the Aquatic Center Renovation project relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Add landscape designs and further additional design services required to complete the design of comprehensive building renovations not anticipated when the project was first conceived.				
The original contract amount was \$397,540. The Public Works Department is seeking City Council approval because this second modification exceeds \$50,000. The revised contract amount is \$571,180.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification No. 2			N/A	

CONTRACT MODIFICATION

**AQUATIC CENTER RENOVATION
PROJECT NO. 6060**

**PURCHASE ORDER NO. 103834
CIP NO. 23408**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Brinkley Sargent Architects (hereinafter "Consultant"), dated June 28, 2010, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows and detailed in Exhibit A:

Add landscape design and additional architectural and engineering services not in original contract associated with increases in building and site renovation scope: exterior wall changes, fire sprinkler addition, new parapet design, additional office renovations and sanitary sewer replacement.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$84,240.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification 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.

Original Contract Amount	\$	<u>397,540.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>486,940.00</u>
Amount, Modification No. 2	\$	<u>84,240.00</u>
Revised Contract Amount	\$	<u>571,180.00</u>
Total Percent Increase Including Previous Modifications		<u>43.68%</u>

Authority to Sign:

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

CITY OF PLANO
 OWNER

BRINKLEY SARGENT ARCHITECTS
 CONSULTANT

By: _____
 (signature)

By: Dwayne Brinkley
 (signature)

Print
 Name: Bruce D. Glasscock

Print
 Name: Dwayne Brinkley

Print
 Title: City Manager

Print
 Title: Chairman of the Board

Date: _____

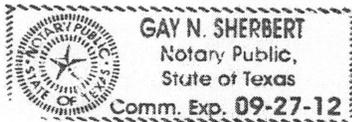
Date: 11/29/11

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 29th day of November, 2011, by **DWAYNE BRINKLEY, CHAIRMAN OF THE BOARD** of **BRINKLEY SARGENT ARCHITECTS**, a Texas corporation, on behalf of said corporation.



Gay N. Sherbert
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

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

Notary Public, State of Texas

Exhibit A

Plano Aquatic Center Renovation
ADDITIONAL SERVICES
11/3/2011

1. Survey to define utility line locations and engineering of sanitary sewer line around the building and raising another manhole. Also includes multiple redesigns of water line (fire and domestic) from street to building based upon City Comments and City Requirements.	\$	5,500.00
2. Produce documents for site submittal process which was not included in base scope of work. Site Submittal requirement was a result of adding a small amount of square footage to existing building.		
	Reimbursables (Printing/Scanning)	\$ 969.79
	Engineering Services	\$ 750.00
	Architectural	\$ 1,920.00
	Total	\$ 3,639.79
3. Specific scopes of work that have been added to the project from schematic level design are listed below. The current estimate places these additions at \$563,379.		
	Fixed Fee	\$ 25,350.00

Below is a summary of the major additions:

- A. Develop plans for all building exterior walls.
- B. Fire Sprinkler requirement based upon current code review.
- C. Replace Sanitary Sewer line design inside building.
- D. Remodeling of north office/meeting room area. (2,180 SF)
- E. Designing new parapet flashing around entire building.
- F. Add parapet for screening of units.

The development of the landscape and irrigation improvements. This work will include Phases 1, 2 and 3 of the landscape master plan. The built items of the plan as well as the electrical and structural engineers were separated from the Landscape Architect's contract.

Scope of Services Summary

- A. Develop Landscape, Irrigation Plans for full master plan.
- B. Replace all sanitary lines in building.
- C. Finish out Northend Expansion Area. (area previously included)
- D. Provide services to prepare documents for Plano's Plan Review Process.
- E. Add Fire Sprinkler System to building.
- F. Replacement of sanitary sewer system outside of building.
- G. Provide new finish to exterior envelope.

Halff Associates	\$ 42,500.00
Brinkley Sargent Architects	\$ 6,250.00
Shade Structures, Fencing Design/Specification	
Coordination of Halff (\$4,250)	
Structural Engenuity	\$ 500.00
Reimbursables	\$ 500.00
Total	\$ 49,750.00

GRAND TOTAL ADDITIONAL SERVICES \$ 84,239.79



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/11		
Department:		PURCHASING		
Department Head		DIANE PALMER-BOECK		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
Approval of change order to The Atkins Group, increasing the contract by \$110,000.00 for the following new projects: Research, New Ad Creative Campaign, Social Media Campaign, Website and Research with the RFQ for Advertising Agency (CVB), Change Order #1. RFQ No. 2010-138-B				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	760,471	0
	Encumbered/Expended Amount	0	-615,196	0
	This Item	0	-110,000	0
	BALANCE	0	35,275	0
FUND(S): CONVENTION & TOURISM FUND				
<p>COMMENTS: This item would continue a prior agreement with The Atkins Group to provide advertising promoting tourism to Plano and add additional services in research, new ad development, expansion of social media usage, and website redesign that were approved in the FY 2011-12 Budget. The remaining balance of \$35,275 will be used by CVB for professional services contracts related to their marketing and sales efforts.</p> <p>STRATEGIC PLAN GOAL: Partnering with an established advertising agency to maximize the reach of marketing for Plano destinations relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Plano Convention and Visitors Bureau is currently under contract with The Atkins Group for its advertising agency needs via competitive bid process 2010-138-B - RFQ for Advertising Agency (CVB). The total contracted amount for their services was in the amount of \$458,454. This amount covers their annual retainer of \$58,000 and \$400,454 in media placement which is the cost charged them by the various media outlets for promoting Plano as a meeting, convention, leisure and sports destination. The City has received supplements for the new projects listed above.</p> <p>Staff request approval of Change Order No. 1 in the amount of \$110,000 for a total contract amount of \$568,454, which includes this change order of 23.99% of the original contract amount of \$458,454.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Memorandum



PLANO

convention & visitors bureau

MEMORANDUM

Date: September 15, 2011

To: Diane Palmer-Boeck, Chief Purchasing Officer

Through: Amy Fortenberry, Director Parks and Recreation

From: Mark W. Thompson, Manager CVB

Subject: Servicing Contract Increase

The Plano Convention and Visitors Bureau is currently under contract with the Atkins Group for its advertising agency needs via competitive bid process 2010-138-B - RFQ for Advertising Agency (CVB). The total cap for their services has been listed at \$458,454. This amount covers their annual retainer of \$58,000, and \$400,454 in media placement which is the cost charged them by the various media outlets for promoting Plano as a meetings, convention, leisure and sports destination. Due to the approval of the supplements listed below, we need to raise the cap on this amount to \$568,454 to cover these new projects.

Research – (46-125-6312)

\$49,500 – Visitor Tracking & Expenditure Study

This research will be used to develop a comprehensive visitor profile including:

- Demographics
- Tripographics
- Perceptions of Plano
- Spending

This information will be used to better understand the visitors to Plano and their economic impact on the communities. Currently we are using national standard which are not accurate for our market area and size. If we are unable to increase the contract amount for these expenses we will not be able to go through with these approved supplements as planned. This research is necessary so that the CVB has a better understanding of the economic impact of our visitors.

New Ad Creative Campaign - (46-125-6312)

\$15,000 – The development of new ads to go along with our new ad campaign

This is to develop new full, half and third page ads that will go along with the new campaign. This will also cross all our market segments including but limited to group business, corporate travels, sports and leisure travel. If we are unable to increase the contract amount for this approved supplement for new creative for a new ad campaign we will have to keep the same ads for an additional year and not be able to move forward on all the research we did this year on our rebranding for the CVB.

Social Media Campaign - (46-125-6312)

\$17,500 – To establish and create a better integrated and interactive social media plan. This plan will help us to extend our presence in the social media arena. Travelers are using social media more and more to learn about travel destinations and to help them get around when they reach their destination. We have a very limited exposure in the social media area right now and need to invest in the creation of a new social media plan for the CVB. If we are unable to increase the contract amount for this approved supplement we will not be able to move forward with a new social media campaign and we will have to stay status quo with what we have which for social media is not a good thing.

Website - (46-125-6312)

\$10,000 – Website redesign

This is for a face-lift for the Plano CVB website to better coordinate with our new advertising campaign. If we are unable to increase the contract amount for this approved supplement we will not be able to update the CVB website which is now three years old and needs a new look to go with the new campaign.

Research - (46-125-6312)

\$18,000 – Research

Conduct research using 3-4 focus groups over a two day period to help us establish what our current and future customers are looking for in a meeting facility and what we can do to keep them meeting here in Plano. We would video tape these sessions and edit the video into a presentation that summarizes the findings. If we are unable to increase the contract amount for this approved supplement we will not be able to conduct this needed research.

If you have any questions please feel free to give me a call.

Thank you for the consideration.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

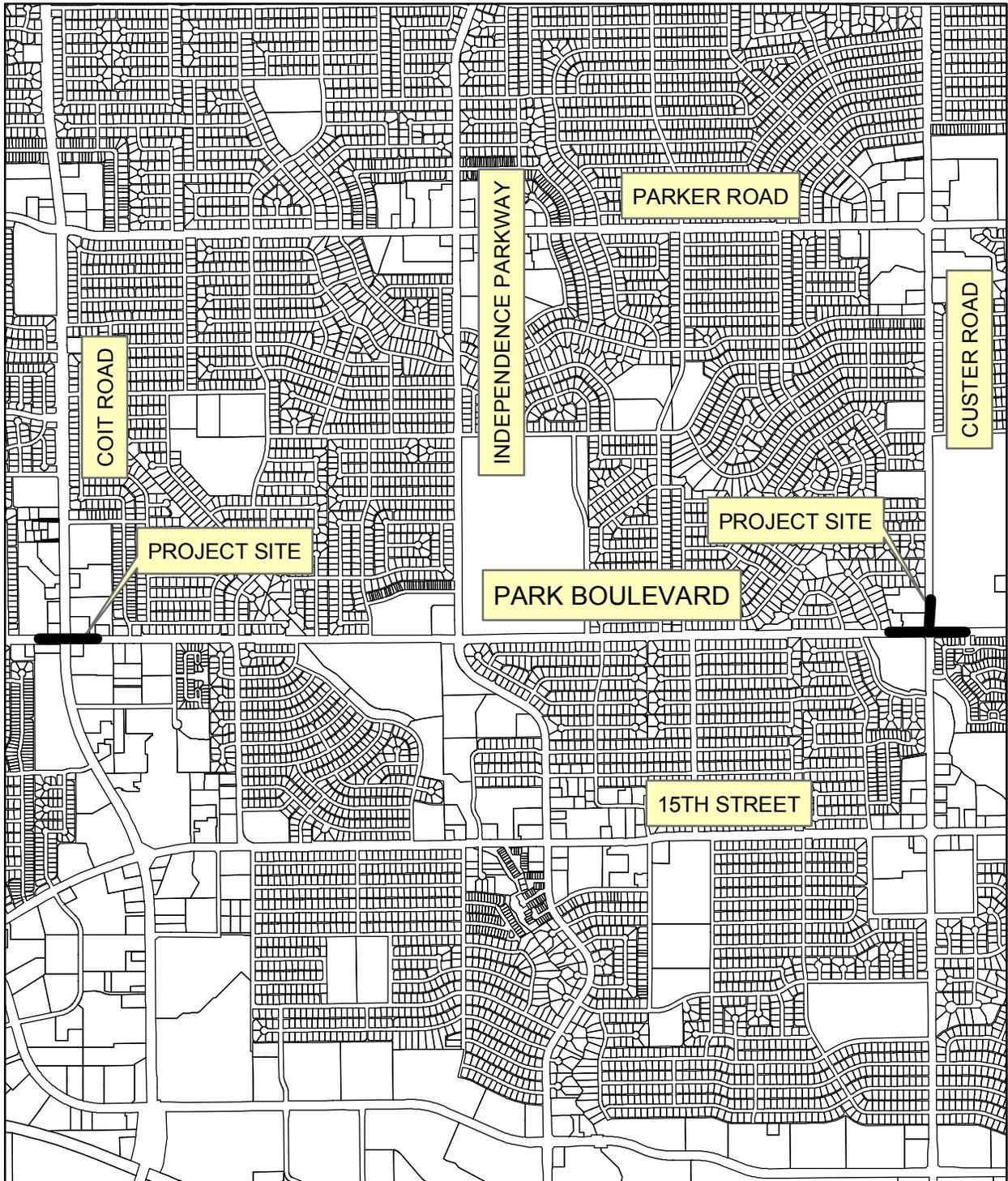
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/12/11			
Department:		Public Works			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5989.1	
CAPTION					
To approve the purchase of property appraisal services for the Park Boulevard Corridor Intersection Improvements, Project No. 5989.1 in the amount of \$91,500, from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		150,910	2,511,090	621,000	3,283,000
Encumbered/Expended Amount		-150,910	-158,469	0	-309,379
This Item		0	-91,500	0	-91,500
BALANCE		0	2,261,121	621,000	2,882,121
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP. This item, in the amount of \$91,500, will leave a current year balance of \$2,261,121 for the Park Boulevard Corridor Improvement project. STRATEGIC PLAN GOAL: Property appraisal services relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for property appraisal services for the Park Boulevard Corridor Intersection Improvements, Project No. 5989.1 in the amount of \$91,500.00 to Integra Realty Resources, DFW, LLP. The services provided will be used to estimate the value of right-of-way and easements parcels needed to construct the improvements associated with the project.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map; Estimated Cost of Services			N/A		

Intersection Improvements for Park Blvd at Coit Rd, Custer Rd, Alma Dr., K Ave Jupiter Rd.
City of Plano, Collin County, Texas
Project No. 5989-1

Project 5989.1 - Park Boulevard Corridor Intersection Improvements - Approximately 18 Parcels						
Appraisal #	Parcel Size (SF)	Parcel Type	Ownership Name	Property Address	Property Class	Initial Appraisal
1	1,470	TCE	Sabino Park Pavilion, FP	2001 Coit Road	Large Commercial	\$6,500
	862	TCE		2000 Coit Road		
			Sabino Park Pavilion, FP	2001 Coit Road		
			Sabino Park Pavilion, FP	2001 Coit Road		
2	728	TCE	JPMorgan Chase Bank, NA	4001 W. Park Blvd.	Small Commercial	\$5,000
3	482	TCE	ASG Park West Plaza, Ltd	2220 W. Park Blvd.	Large Commercial	\$6,500
			ASG Park West Plaza, Ltd	2300 Coit Road		
			ASG Park West Plaza, Ltd	2220 Coit Road		
4	TBD	Street E	RB-3 Associates	2200 Coit Road	Small Commercial	\$5,000
5	TBD	Street E	ASG Park West Plaza, Ltd	3911 W. Park Blvd.	Small Commercial	\$4,500
	562	TCE				
	898	Sidewalk E				
6	TBD	Utility E	Antonio R. Costales, et ux	2000 Lambert Court	Single Family Residential	\$2,500
7	TBD	Street E	Willowbrook Square Shopping Center, LP	2141 W. Park Blvd.	Small Commercial	\$5,000
	4,369	TCE				
8	TBD	Street E	Johnson Custer Park, LLC c/o Walgreens	2001 Custer Road	Small Commercial	\$5,000
9	TBD	Street E	Fairview Farm Land Co., Ltd.	n/a Park Blvd.	Vacant Undeveloped Land	\$4,500
	6,352	TCE				
10	2,354	TCE	Pittman Partners, Ltd.	n/a Alma Dr.	Vacant Undeveloped Land	\$3,500
	1,505	TCE				
11	2,161	TCE	Andalusia Properties, Inc.	1100 W. Park Blvd.	Small Commercial	\$5,000
	1,208	TCE				
12	2,978	TCE	Zissis Ioannides	1050 W. Park Blvd.	Small Commercial	\$4,500
	TBD	Street E				
13	1,600	TCE	BIR Chisholm, LP	1001 W. Park Blvd.	Multo-Family Residential	\$6,500
	TBD	Street E				
14	2,122	TCE	Carol Ann Luby, et al.	2498 K Ave.	Small Commercial	\$4,500
	613	TCE				
	TBD	Street E				
15	5,115	TCE	Windward Partners III, LP	2400-2456 K Ave.	Large Commercial	\$6,500
	11,302	TCE				
	TBD	Street E				
16	1,643	TCE	PK Plano II, Assoc, Triple A Oil Co., Inc.	2500 K Ave.	Small Commercial	\$5,000
	TBD	Street E				
17	1,450	TCE	Kongs Investment Co., Inc.	2504-2520 K Ave.	Large Commercial	\$6,500
18	1,300	TCE	RIC Plano Trust, Eckerd Drug Corporation	2454 Jupiter Rd.	Small Commercial	\$5,000
Total						\$91,500

PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.

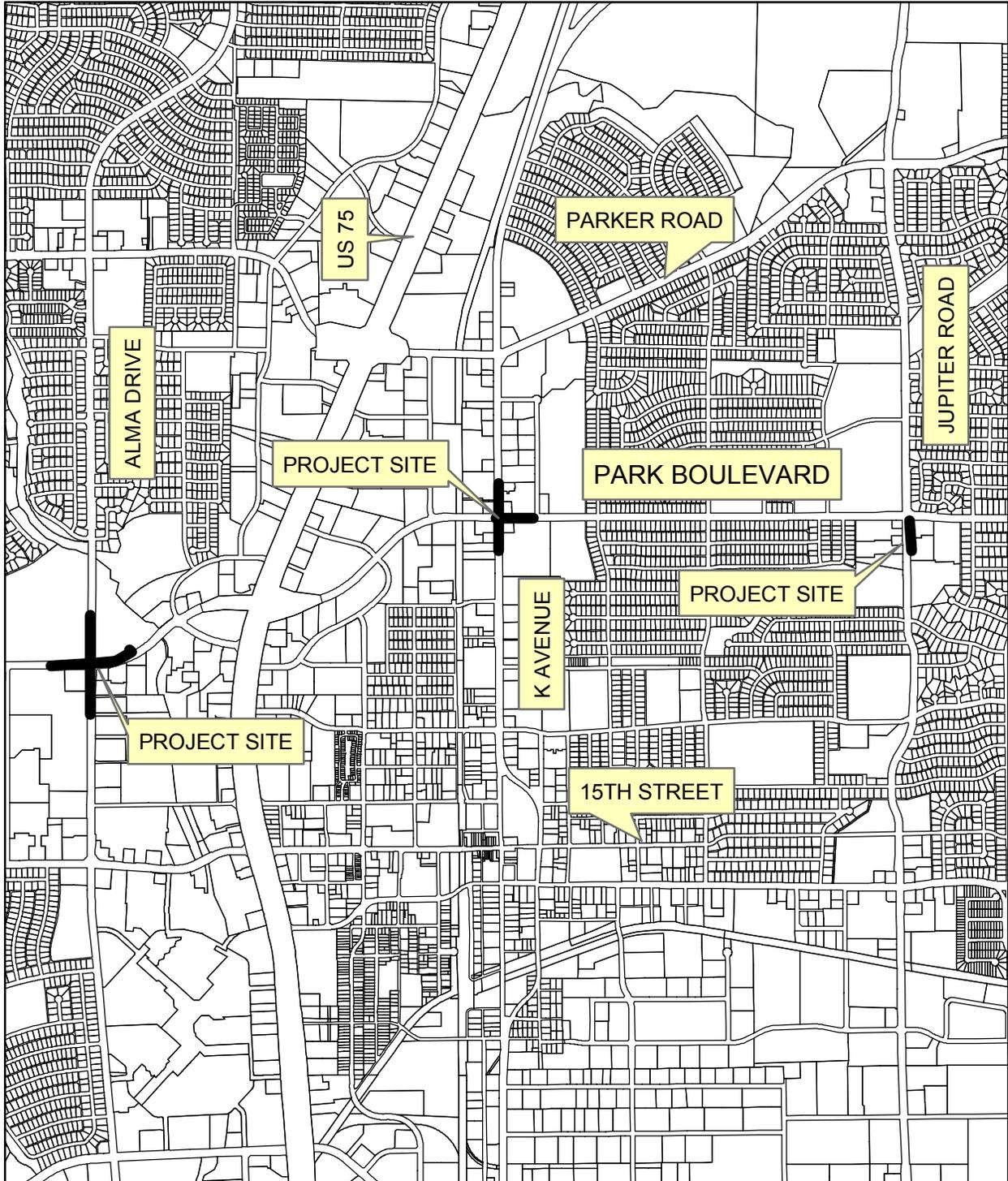
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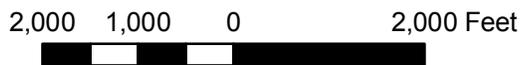
1 inch = 2,000 feet

PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.

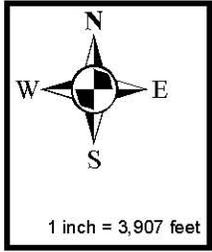
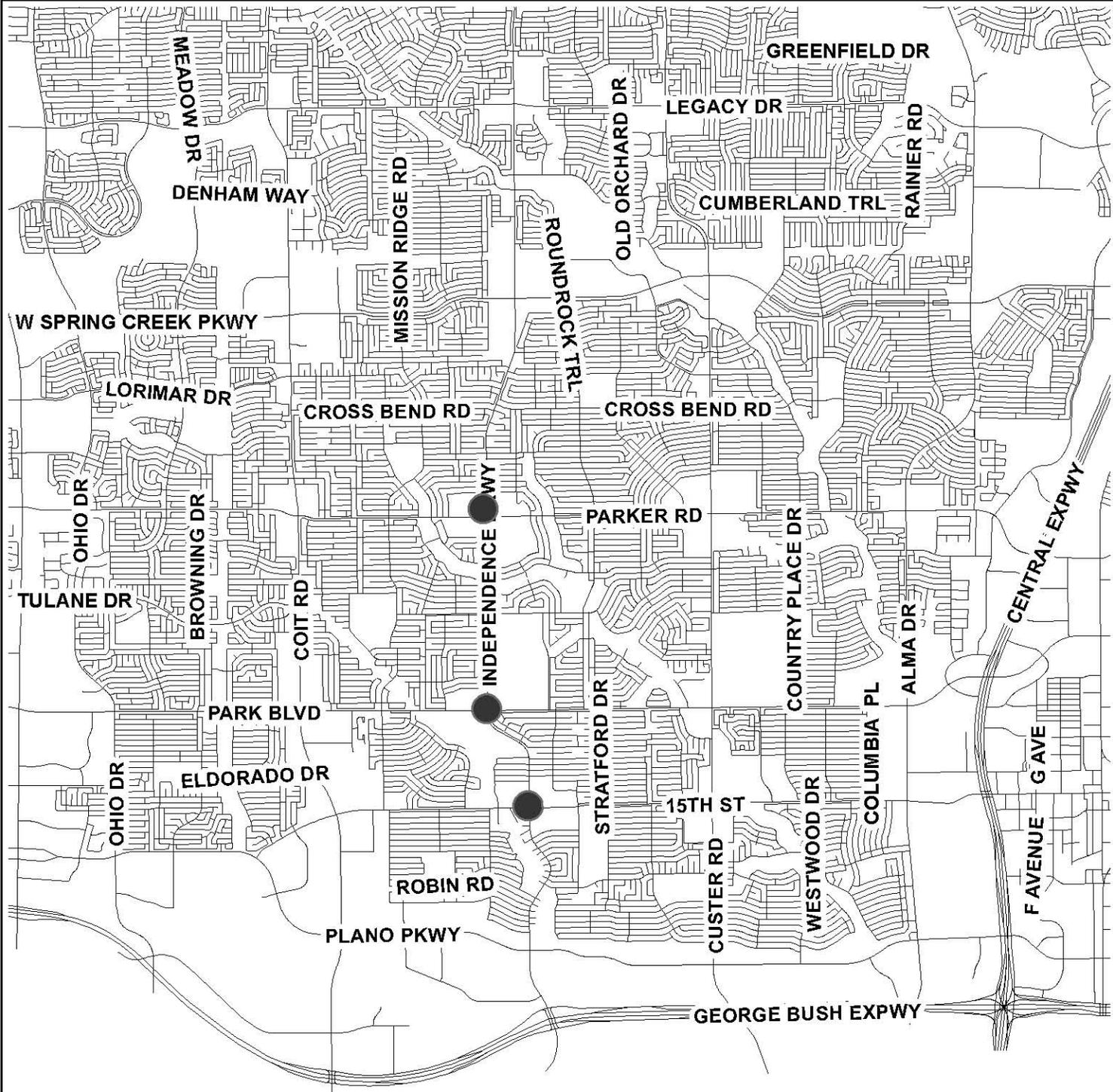


1 inch = 2,000 feet



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/12/11			
Department:		Public Works			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):			Irene Pegues (7198)		
				Project No. 5987.1	
CAPTION					
To approve the purchase of property appraisal services for the Independence Parkway Corridor, Project No. 5987.1 in the amount of \$104,500, from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		216,795	1,121,205	460,000	1,798,000
Encumbered/Expended Amount		-216,795	-38,950	0	-255,745
This Item		0	-104,500	0	-104,500
BALANCE		0	977,755	460,000	1,437,755
FUND(S): STREET IMPROVEMENTCIP					
COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP. This item, in the amount of \$104,500, will leave a current year balance of \$977,755 for the Independence Pkwy Corridor Improvements project. STRATEGIC PLAN GOAL: Property appraisal services relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for property appraisals services for the Independence Parkway Corridor, Project No. 5987.1 in the amount of \$104,500.00 to Integra Realty Resources, DFW, LLP. The services provided will be used to estimate the value of right-of-way and easements parcels needed to construct the improvements associated with the project.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map; Estimated Cost of Services			N/A		



LOCATION PLAN
INDEPENDENCE PARKWAY CORRIDOR
(15TH STREET TO PARKER)
PROJECT NUMBER 5987.1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/12/11			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, reviewing and approving the City's written Public Funds Investment Policy; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Reviewing and approving the Public Funds Investment Policy relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Annual approval of Public Funds Investment Policy in accordance with Section 5, Chapter 2256 of the Texas Government Code.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					
Resolution					
Public Funds Investment Policy					

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL OF THE CITY OF PLANO, TEXAS
FROM: MYRA CONKLIN, TREASURER
SUBJECT: REVISED INVESTMENT POLICY
DATE: 11/30/2011
CC: MR. BRUCE GLASSCOCK, CITY MANAGER

The Public Funds Investment Act (PFIA) of the State of Texas requires the City Council of municipalities to review and adopt a written investment policy on an annual basis. The City Council last approved the written investment policy of the City of Plano on August 9, 2010. Due to changes in the PFIA during the last legislative session, the Treasury Department is required to make the following changes to the written investment policy at this time.

1. Page 4, "Authorized Investments":

Obligations of, or guaranteed by governmental entities – The wording is changed to what is now in the PFIA. This change clarifies that obligations that are fully guaranteed or insured by the FDIC or have the explicit full faith and credit of the US are allowed investments.

2. Page 4 and 5, "Certificates of Deposit":

This section expands the sources of CDARS-type deposits by allowing investments through a Broker that has a main or branch office in Texas and is on the qualified broker/dealer list approved by the City and meets specific registration requirements.

3. Page 5, "Fully collateralized repurchase agreements":

This section includes a combination of cash and obligations as collateral as per the PFIA.

4. Page 5, "Commercial Paper":

The City is adding back this section of the PFIA to allow placing funds in state pools that own commercial paper or in commercial paper.

5. Page 10, "Quarterly Reporting":

This section changes what is required in quarterly reporting per the PFIA by deleting the beginning book and market value of securities and additions and changes to the market value during the period.

6. Page 11, "Investment Rating":

This section is added to establish a credit rating monitoring process that includes Obligations of States, Agencies, etc., Mutual Funds and Investment Pools. This is required by the PFIA.

Thank you for your consideration.

City of Plano Investment Policy

The City of Plano (the "City") is required under the Public Funds Investment Act (the "PFIA") Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the Investment Policy as approved by the City Council.

Statement of Intent

It is the Policy of the City to invest funds in a manner, which will insure maximum security and provide for the daily cash flow demands of the City, and conform to all State and local statutes governing the investment of public funds.

Scope

This Investment Policy applies to all financial assets of the City, except certain trust and pension funds contractually invested by outside managers, e.g. Retirement/Pension, and Employee Deferred Compensation.

All funds are accounted for in the City's Comprehensive Annual Financial Report.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Investment Officers, acting in accordance with written procedures and the Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Objectives

The primary objectives of the City's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated.
3. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

Delegation Of Authority

City employees authorized to engage in investment transactions and authorized as Investment Officers are the City Manager, the Director of Finance, the Treasurer and the Treasury Analyst. Management responsibility for the investment program is delegated from the City Manager to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance shall establish a system of controls to regulate the activities of subordinates.

Ethics And Conflict Of Interest

Investment Officers involved in the investment process who have a personal business relationship with a business organization offering to engage in an investment transaction with the City shall submit a statement disclosing that personal business interest to the City Council and the Texas Ethics Commission. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall submit a statement disclosing that relationship to the City Council and the Texas Ethics Commission. A personal business relationship with a business organization is defined as 1) owning 10 percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization; 2) receiving funds from the business organization exceeding 10 percent of gross income for the previous year; or 3) acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for a personal account.

Compliance Audit

As part of the annual audit, the independent auditor must formally review internal controls, compliance with the Policy, and the quarterly investment reports prepared to comply with the PFIA, and report the results of that review to the City Council as part of its regular audit report.

Depository Selection

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal ~~Request For Proposal~~ **Competitive Sealed Bid**. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the best value, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be in compliance with State law. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

Authorized Securities Dealers

The Investment Committee will review and adopt annually a list of qualified securities dealers authorized to engage in investment transactions with the City. The City will provide any person offering to engage in an investment transaction with the City, including investment pools, with a copy of the City's Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging receipt and review of the Policy and a statement acknowledging that reasonable procedures and controls have been implemented to preclude investment transactions that are unauthorized by this Investment Policy except, to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards. All approved broker/dealer firms must submit a completed City Broker/Dealer Questionnaire, a written acknowledgment per above guidelines, an executed master repurchase agreement, if applicable, and a copy of current audited financial statements.

Investment Advisers

Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same objectives. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services and information;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by the City Council.

Authorized Investments

The City is authorized to invest in the following types of securities, as specified in the PFIA Eligible investments include the following:

1. ~~o~~Obligations of, or guaranteed by governmental entities including:
 - ~~a)~~ Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - ~~b)~~ Direct obligations of the State of Texas or its agencies and instrumentalities;
 - ~~c)~~ Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - ~~d)~~ Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
- ~~2.~~ Certificates of deposit, issued by a depository institution that has its main office or a branch office in this state, that are:
 - ~~a)~~ And such certificates of deposits are:
 - ~~1)~~ Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union

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Share Insurance Fund, or its successor;

2) sSecured by obligations that are described by the PFIA, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than 102% of the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;

b) b) Certificates of Deposit made with the following conditions:

1) The funds are invested by an investing entity through

a. A broker that has its main office or a branch office in the state of Texas and is selected from a list adopted by the City as required by Section 2256.025; or

b. The broker or the depository institution selected by the City under Subdivision a) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;

c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;

~~e) The City appoints the depository institution selected depository institution under Subdivision a), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the City with respect to the certificates of deposit issued for the account of the City. issued by a depository institution that arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, with the full amount of principal and accrued interest of each of the certificates of deposit insured by the Federal Deposit Insurance Corporation, or its successor; the depository institution selected by the City for the purchase of the certificates of deposit acts as custodian for the City with respect to the certificates of deposit issued for the City; and, at the same time that the funds are deposited and the certificates of deposit are issued for the account of the City, the issuing depository institution receives, from other federally insured depository institutions,~~

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~~wherever located, an amount equal to or greater than the amount of funds invested by the City through the depository institution issuing the certificates of deposit to the City;~~

~~d.~~

- ~~63.~~ Fully collateralized repurchase agreements having a defined termination date, secured by a combination of cash and obligations described by the PFIA, pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state;

4. Commercial Paper having a stated maturity of 270 days or fewer and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

~~75.~~ ~~m~~Mutual funds

- a) ~~a~~A no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; has a dollar-weighted average stated maturity of 90 days or fewer; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; and states in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share; and the City owns 10% or less of the fund's total assets; or
- b) ~~A~~a no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; is invested exclusively in obligations approved by Chapter 2256, sections 9 through 16; is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of mutual funds to receive and invest funds of investing entities; with the following restrictions:

- ~~1) i)~~ ~~a~~A amount is limited to 15% of the City's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds;
- ~~2) ii)~~ ~~i~~is ineligible for investment of bond proceeds, reserves, and debt service funds; and
- ~~3) iii)~~ ~~t~~The City may not own more than 10% of the fund's

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total assets.

86. eEligible investment pools that invest in instruments and follow practices allowed by current law as defined in the PFIA provided that:

- a) ~~I~~Investment in the particular pool has been authorized by the City Council;
- b) ~~T~~he pool shall have furnished the Investment Officer an offering circular containing the information required by the PFIA;
- c) ~~T~~he pool shall furnish to the Investment Officer investment transaction confirmations with respect to all investments made with it;
- d) The pool shall furnish to the Investment Officer monthly reports that contain the information required by the PFIA;
- e) ~~T~~he pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1) and may have a weighted average maturity no greater than 90 days;
- f) ~~w~~Whose investment philosophy and strategy are consistent with this Policy and the City's ongoing strategy; and
- g) ~~T~~he pool provides evidence of credit rating no lower than "AAA" or "AAA-m" by at least one nationally recognized credit rating service.

Unauthorized Investments

The City's authorized investment alternatives are more restrictive than those allowed by State law. Not all investments authorized by State Law are authorized by this Policy. The City prohibits investments in all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

The City is not required to liquidate investments that were authorized investments at the time of purchase. The City will take prudent measures to liquidate any investment that loses its required minimum rating.

Investment Strategy

The City intends to maintain a consolidated portfolio in which all funds under the City's control, as specified in this Policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that anticipated cash flows are matched with investment maturities. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. The portfolio should therefore experience minimal volatility during varying economic cycles. Securities of all types are purchased with the intention of holding until maturity.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

Competitive Selection of Investment Instruments

Before an Investment Officer invests any surplus funds, a competitive "quote" process shall be conducted. If a specific maturity date is required either for cash flow purposes or for conformance to maturity guidelines, offerings will be requested for instruments that meet the maturity requirement. If no specific maturity is required, the best value available within the time constraints of the Investment Policy will be selected. Offers will be requested from financial institutions and Authorized Securities Dealers for various investment alternatives with regard to term and instrument. The current interest rates of other approved investment alternatives will be considered. Documentation of the competitive process will be retained in the investment file.

Collateralization

In order to anticipate market changes and provide a level of security for all funds, collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the collateralization level will be 102% of market value of principal and accrued interest.

Evidence of the pledged collateral shall be maintained by the Director of Finance, or a third party financial institution. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. If upon review, the collateral is found to be of inadequate value, the City will notify the pledging financial institution to immediately provide additional collateral.

The City shall accept only the following as collateral:

1. FDIC insurance coverage;
2. A Bond, Bill, Certificate of Indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas;
4. A Bond of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated at no less than "A" or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less;
5. Obligations of the United States' agencies and instrumentalities, limited to the FHLB, FNMA, FFCB and FHLMC; or
6. A letter of credit issued to the City by the Federal Home Loan Bank.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the City and must be retained. All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Additional collateral may be pledged as required, released when it is not needed, and substituted, if necessary, with the written consent of the Director of Finance, or an authorized Investment Officer. Any financial institution requesting substitution must contact the Director of Finance for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Director of Finance or designated Investment Officer must provide a written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

Safekeeping And Custody

All security transactions entered into by the City, with the exception of certificates of deposit, investment pools, and mutual funds, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party safekeeping agent designated by the Investment Officer and Director of Finance. Safekeeping receipts and clearance documents will be required for all securities purchased by the City and held in safekeeping by an authorized third party.

Diversification

The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return, and to ensure a certain degree of liquidity. The City will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD's at one institution, etc.)

Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Risk to liquidity due to cash flow complications shall be controlled by maintaining minimum bank, investment pool, and money market mutual fund balances.

Maximum Maturities

To the extent possible, the City will attempt to match its anticipated cash flow requirements with maturing investments. The City will not directly invest in securities maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and a half years based on the stated maturity date of the investment.

Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

Reporting

Monthly Reporting. The Director of Finance is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

Quarterly Reporting. The Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that

summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided to the City Manager and City Council and include the following:

1. A listing of individual securities held at the end of the reporting period;
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the ~~beginning and~~ ending book and market value of securities for the period. Market price is the net selling price of securities as quoted by a recognized market pricing source quoted on the valuation date;
3. ~~Additions and changes to the market value during the period and f~~ully accrued interest for the reporting period;
4. Average weighted yield to maturity of the portfolio of City investments as compared to applicable benchmark;
5. Listing of investments by maturity date and by type of asset;
6. The percentage of the total portfolio that each type of investment represents;
7. A statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Market Pricing

Market Value of the investment portfolio will be calculated monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Director of Finance. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

Investment Rating

Investment rating will be obtained monthly from broker-dealers on the City's approved list or from other independent third parties. Obligation of States (other than Texas), agencies, counties, cities and other political subdivisions must not be rated less than A or its equivalent by at least one nationally recognized investment rating firm. Mutual funds must not be rated less than AAA or its equivalent by at last one nationally recognized investment rating firm. Money market mutual funds (MMMMF's) are not required to be rated. Investment Pools must not be rated less than AAA or an equivalent by at last one nationally recognized investment rating firm.

Training

The Director of Finance, the Treasurer and any other authorized Investment Officer must attend at least one training session relative to their responsibilities under the PFIA within twelve months after taking office or assuming duties from an independent source approved by the Investment Committee. In addition, each must receive not less than 10 hours of instruction ~~every two years~~not less than once each state fiscal biennium relating to investment responsibilities from an independent source approved by the Investment Committee

Internal Controls

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Officers are responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officers.

Investment Policy Review And Adoption

The City's Investment Policy shall be reviewed periodically by the Investment Committee and revised and recommended for Council approval, when necessary. In addition, the Policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Investment Policy and investment strategies and include any changes made to the Policy or strategies.

Investment Committee

An Investment Committee comprised of the City Manager, Director of Finance, and the Investment Officer(s) will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Director of Finance will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.

A Resolution of the City Council of the City of Plano, Texas, reviewing and approving the City's written Public Funds Investment Policy; and providing an effective date.

WHEREAS, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and,

WHEREAS, on August 9, 2010, by Resolution No. 2010-8-9(R), the City Council approved and adopted a written Investment Policy for the City of Plano regarding investment of public funds; and,

WHEREAS, the City Council has been presented the existing and duly approved Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

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

Section I. The City Council of the City of Plano, Texas has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein.

Section II. The Public Funds Investment Policy as contained in Exhibit "A" attached hereto shall remain the official policy of the City of Plano regarding investment of public funds.

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

DULY PASSED AND APPROVED this the 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

City of Plano Investment Policy

The City of Plano (the “City”) is required under the Public Funds Investment Act (the “PFIA”) Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the Investment Policy as approved by the City Council.

Statement of Intent

It is the Policy of the City to invest funds in a manner, which will insure maximum security and provide for the daily cash flow demands of the City, and conform to all State and local statutes governing the investment of public funds.

Scope

This Investment Policy applies to all financial assets of the City, except certain trust and pension funds contractually invested by outside managers, e.g. Retirement/Pension, and Employee Deferred Compensation.

All funds are accounted for in the City's Comprehensive Annual Financial Report.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Investment Officers, acting in accordance with written procedures and the Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Objectives

The primary objectives of the City's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated.
3. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

Delegation Of Authority

City employees authorized to engage in investment transactions and authorized as Investment Officers are the City Manager, the Director of Finance, the Treasurer and the Treasury Analyst. Management responsibility for the investment program is delegated from the City Manager to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance shall establish a system of controls to regulate the activities of subordinates.

Ethics And Conflict Of Interest

Investment Officers involved in the investment process who have a personal business relationship with a business organization offering to engage in an investment transaction with the City shall submit a statement disclosing that personal business interest to the City Council and the Texas Ethics Commission. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall submit a statement disclosing that relationship to the City Council and the Texas Ethics Commission. A personal business relationship with a business organization is defined as 1) owning 10 percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization; 2) receiving funds from the business organization exceeding 10 percent of gross income for the previous year; or 3) acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for a personal account.

Compliance Audit

As part of the annual audit, the independent auditor must formally review internal controls, compliance with the Policy, and the quarterly investment reports prepared to comply with the PFIA, and report the results of that review to the City Council as part of its regular audit report.

Depository Selection

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal Competitive Sealed Bid. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the best value, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be in compliance with State law. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

Authorized Securities Dealers

The Investment Committee will review and adopt annually a list of qualified securities dealers authorized to engage in investment transactions with the City. The City will provide any person offering to engage in an investment transaction with the City, including investment pools, with a copy of the City's Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging receipt and review of the Policy and a statement acknowledging that reasonable procedures and controls have been implemented to preclude investment transactions that are unauthorized by this Investment Policy except, to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards. All approved broker/dealer firms must submit a completed City Broker/Dealer Questionnaire, a written acknowledgment per above guidelines, an executed master repurchase agreement, if applicable, and a copy of current audited financial statements.

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Investment Advisers

Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same objectives. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services and information;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by the City Council.

Authorized Investments

The City is authorized to invest in the following types of securities, as specified in the PFIA Eligible investments include the following:

1. Obligations of, or guaranteed by governmental entities including:
 - a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - b) Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
2. Certificates of deposit, issued by a depository institution that has its main office or a branch office in this state:
 - a) And such certificates of deposits are:
 - 1) Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;

- 2) Secured by obligations that are described by the PFIA, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than 102% of the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
- b) Certificates of Deposit made with the following conditions:
 - 1) The funds are invested by an investing entity through
 - a. A broker that has its main office or a branch office in the state of Texas and is selected from a list adopted by the City as required by Section 2256.025; or
 - b. The broker or the depository institution selected by the City under Subdivision a) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
 - c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
 - d. The City appoints the depository institution selected depository institution under Subdivision a), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the City with respect to the certificates of deposit issued for the account of the City.
3. Fully collateralized repurchase agreements having a defined termination date, secured by a combination of cash and obligations described by the PFIA, pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state;
4. Commercial Paper having a stated maturity of 270 days or fewer and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

5. Mutual funds

- a) A no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; has a dollar-weighted average stated maturity of 90 days or fewer; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; and states in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share; and the City owns 10% or less of the fund's total assets; or
- b) A no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; is invested exclusively in obligations approved by Chapter 2256, sections 9 through 16; is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of mutual funds to receive and invest funds of investing entities; with the following restrictions:
 - 1) Amount is limited to 15% of the City's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds;
 - 2) Is ineligible for investment of bond proceeds, reserves, and debt service funds; and
 - 3) The City may not own more than 10% of the fund's total assets.

6. Eligible investment pools that invest in instruments and follow practices allowed by current law as defined in the PFIA provided that:

- a) Investment in the particular pool has been authorized by the City Council;
- b) The pool shall have furnished the Investment Officer an offering circular containing the information required by the PFIA;
- c) The pool shall furnish to the Investment Officer investment transaction confirmations with respect to all investments made with it;
- d) The pool shall furnish to the Investment Officer monthly reports that contain the information required by the PFIA;
- e) The pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1) and may have a weighted average maturity no greater than 90 days;
- f) Whose investment philosophy and strategy are consistent with this Policy and the City's ongoing strategy; and

- g) The pool provides evidence of credit rating no lower than “AAA” or “AAA-m” by at least one nationally recognized credit rating service.

Unauthorized Investments

The City’s authorized investment alternatives are more restrictive than those allowed by State law. Not all investments authorized by State Law are authorized by this Policy. The City prohibits investments in all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

The City is not required to liquidate investments that were authorized investments at the time of purchase. The City will take prudent measures to liquidate any investment that loses its required minimum rating.

Investment Strategy

The City intends to maintain a consolidated portfolio in which all funds under the City's control, as specified in this Policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that anticipated cash flows are matched with investment maturities. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. The portfolio should therefore experience minimal volatility during varying economic cycles. Securities of all types are purchased with the intention of holding until maturity.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

Competitive Selection of Investment Instruments

Before an Investment Officer invests any surplus funds, a competitive “quote” process shall be conducted. If a specific maturity date is required either for cash flow purposes or for conformance to maturity guidelines, offerings will be requested for instruments that meet the maturity requirement. If no specific maturity is required, the best value available within the time constraints of the Investment Policy will be selected. Offers will be requested from financial institutions and Authorized Securities Dealers for various investment alternatives with regard to term and instrument. The current interest rates of other approved investment alternatives will be considered. Documentation of the competitive process will be retained in the investment file.

Collateralization

In order to anticipate market changes and provide a level of security for all funds, collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the collateralization level will be 102% of market value of principal and accrued interest. Evidence of the pledged collateral shall be maintained by the Director of Finance, or a third party financial institution. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. If upon review, the collateral is found to be of inadequate value, the City will notify the pledging financial institution to immediately provide additional collateral.

The City shall accept only the following as collateral:

1. FDIC insurance coverage;
2. A Bond, Bill, Certificate of Indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas;
4. A Bond of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated at no less than “A” or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less;
5. Obligations of the United States’ agencies and instrumentalities, limited to the FHLB, FNMA, FFCB and FHLMC; or
6. A letter of credit issued to the City by the Federal Home Loan Bank.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the City and must be retained. All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Additional collateral may be pledged as required, released when it is not needed, and substituted, if necessary, with the written consent of the Director of Finance, or an authorized Investment Officer. Any financial institution requesting substitution must contact the Director of Finance for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Director of Finance or designated Investment Officer must provide a written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

Safekeeping And Custody

All security transactions entered into by the City, with the exception of certificates of deposit, investment pools, and mutual funds, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party safekeeping agent designated by the Investment Officer and Director of Finance. Safekeeping receipts and clearance documents will be required for all securities purchased by the City and held in safekeeping by an authorized third party.

Diversification

The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return, and to ensure a certain degree of liquidity. The City will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD's at one institution, etc.)

Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Risk to liquidity due to cash flow complications shall be controlled by maintaining minimum bank, investment pool, and money market mutual fund balances.

Maximum Maturities

To the extent possible, the City will attempt to match its anticipated cash flow requirements with maturing investments. The City will not directly invest in securities

maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and a half years based on the stated maturity date of the investment.

Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

Reporting

Monthly Reporting. The Director of Finance is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

Quarterly Reporting. The Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided to the City Manager and City Council and include the following:

1. A listing of individual securities held at the end of the reporting period;
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the ending book and market value of securities for the period. Market price is the net selling price of securities as quoted by a recognized market pricing source quoted on the valuation date;
3. Fully accrued interest for the reporting period;
4. Average weighted yield to maturity of the portfolio of City investments as compared to applicable benchmark;
5. Listing of investments by maturity date and by type of asset;
6. The percentage of the total portfolio that each type of investment represents;
7. A statement of compliance of the City's investment portfolio with State law

and the investment strategy and Policy approved by the City Council.

Market Pricing

Market Value of the investment portfolio will be calculated monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Director of Finance. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

Investment Rating

Investment rating will be obtained monthly from broker-dealers on the City's approved list or from other independent third parties. Obligation of States (other than Texas), agencies, counties, cities and other political subdivisions must not be rated less than A or its equivalent by at least one nationally recognized investment rating firm. Mutual funds must not be rated less than AAA or its equivalent by at least one nationally recognized investment rating firm. Money market mutual funds (MMMF's) are not required to be rated. Investment Pools must not be rated less than AAA or an equivalent by at least one nationally recognized investment rating firm.

Training

The Director of Finance, the Treasurer and any other authorized Investment Officer must attend at least one training session relative to their responsibilities under the PFIA within twelve months after taking office or assuming duties from an independent source approved by the Investment Committee. In addition, each must receive not less than 10 hours of instruction not less than once each state fiscal biennium relating to investment responsibilities from an independent source approved by the Investment Committee

Internal Controls

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Officers are responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officers.

Investment Policy Review And Adoption

The City's Investment Policy shall be reviewed periodically by the Investment Committee and revised and recommended for Council approval, when necessary. In addition, the Policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Investment Policy and investment strategies and include any changes made to the Policy or strategies.

Investment Committee

An Investment Committee comprised of the City Manager, Director of Finance, and the Investment Officer(s) will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Director of Finance will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2009-10-8 codified as Division 1.5, Cross Connection Control Program, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas; adopting a revised Division 1.5 of Article II, Chapter 21 of the Code of Ordinances of the City of Plano, Texas; to revise definitions, processes, regulations and enforcement provisions; providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): WATER & SEWER FUND				
COMMENTS: Any revenue received is undeterminable at this time.				
STRATEGIC PLAN GOAL: Repeal of Ordinance No. 2009-10-8 relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The main change to the cross connection control program is that the City has the discretion to allow water service to remain on, up to five days, if a backflow assembly fails a test, depending on the hazard present. Previously, if an assembly failed, water service was required to remain off until the assembly was repaired or replaced. Additional modifications were made to the definitions, violations and appeal processes.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2009-10-8 codified as Division 1.5, Cross Connection Control Program, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas; adopting a revised Division 1.5 of Article II, Chapter 21 of the Code of Ordinances of the City of Plano, Texas; to revise definitions, processes, regulations and enforcement provisions; providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date.

WHEREAS, pursuant to Chapter 341 of the Texas Health & Safety Code, the Texas Commission on Environmental Quality (TCEQ) has developed rules and regulations which govern drinking water quality and reporting requirements for public water systems; and

WHEREAS, TCEQ's rules and regulations require the protection of the public water system from contaminants caused by backflow of contaminants through water service connections; and

WHEREAS, the City Council finds that the most effective way of protecting the public water system from contaminants caused by backflow is to establish a cross connection control program of uniform regulations governing the installation, testing, maintenance, and inspection of backflow prevention assemblies that will apply to all properties and the registration of backflow prevention assembly testers; and

WHEREAS, the City Council hereby finds and determines that such cross connection control and backflow prevention regulations are necessary and will protect the health, safety, and welfare of the citizens of the City of Plano; and

WHEREAS, certain definitions and processes which were set out in Ordinance No. 2009-10-8 need to be revised so that the City may operate its cross connection control program more efficiently and effectively; and

WHEREAS, the City Council hereby finds that Ordinance No. 2009-10-8, codified as Division 1.5 Cross Connection Control Program, Article II of Chapter 21 of the Code of Ordinances should be repealed and replaced by adopting this revised Division 1.5 Cross Connection Control Program with appendices.

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

Section I. Ordinance No. 2009-10-8 duly passed and approved by the City Council of the City of Plano on October 12, 2009, codified as Division 1.5, Article II, Chapter 21, of the Code of Ordinances of the City of Plano, Texas, is hereby repealed in its entirety.

Section II. Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano is hereby replaced by the addition of a revised Division 1.5 to be

entitled Cross Connection Control Program with appendices and to be read in its entirety as follows:

"DIVISION 1.5. CROSS CONNECTION CONTROL PROGRAM

Sec. 21-22. Purpose; scope.

There is hereby established a Cross Connection Control Program the purpose of which is to promote the public health, safety, and welfare by regulations designed to:

(a) Protect the public potable water supply of the City of Plano from the possibility of contamination or pollution by isolating within a customer's internal distribution systems or a customer's private water systems contaminants or pollutants that could backflow into the public water system;

(b) Promote the elimination or control of existing cross connections, whether actual or potential, between a customer's in-plant potable water systems and nonpotable water system(s), plumbing fixtures, and industrial piping system(s);

(c) Provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of the City's potable water system; and

(d) Establish requirements for Plano Backflow Prevention Assembly Testers.

(e) Comply with Chapter 290, Water Hygiene, of the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems.

Sec. 21-23. Definitions.

For the purpose of this Division, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Other technical terms used shall have the meanings or definitions listed in the 10th Edition of the *Manual of Cross Connection Control* published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California, a copy of which is on file in the office of the City Secretary, or in the Third Edition of the *Recommended Practice for Backflow Prevention and Cross-Connection Control Manual M14* published by the American Water Works Association. In any case where provisions of these manuals are in conflict, the 10th Edition of the *Manual of Cross Connection Control* shall prevail.

Air gap separation (AG) means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Approved water supply source means the City of Plano water system.

Atmospheric Vacuum Breaker (AVB) means an assembly containing a float check, a check seat, and an air inlet port.

Auxiliary water supply means any water supply other than the City of Plano's approved public water supply, including water from another public water supply or from a natural source including, but not limited to, wells, cisterns, springs, rivers, streams, used waters, or industrial fluids.

Backflow means the reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of a potable water supply from any sources other than an approved water supply source.

Backflow prevention assembly means an assembly which, when properly installed between the City water supply system and the terminus or point of ultimate use, will prevent backflow. Examples of such assemblies include, but are not limited to, reduced pressure backflow assemblies, double check valve assemblies, pressure vacuum breakers, and air gap separation.

Backflow prevention assembly tester (BPAT) means an individual licensed in accordance with Texas Commission on Environmental Quality rules to test backflow prevention assemblies.

Back pressure means any elevation of pressure in the downstream piping system (including by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

Back siphonage means a form of backflow caused by a reduction in system pressure resulting in the existence of a negative or sub-atmospheric pressure at a site in the water system.

Building official means the Building Official of the City of Plano or his designee.

Chemical injection system means a system which automatically injects fertilizer, pesticide, weed killer, etc., into an irrigation system, while the irrigation system is operating.

City means the City of Plano, Texas, and its duly authorized representatives.

Closed System means a piping system that has no space for water to expand.

Commission means the Texas Commission on Environmental Quality.

Contamination means an impairment of the quality of the public potable water supply or a private potable water supply by the introduction or admission of any foreign substance that degrades the quality and which creates an actual hazard to the

public health through poisoning or through the spread of disease by sewage, industrial fluids, or waste.

Cross connection means any actual or potential connection or structural arrangement between a public or consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be cross-connections.

Customer means a person, company, or entity contracting with the City of Plano to receive potable water service.

Customer's potable water system means that portion of the privately owned potable water system lying between the service connection and the point of use by customer. This system includes, but is not limited to, all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, store, or utilize the potable water.

Degree of hazard means either a non-health or health hazard and is determined by the evaluation of the conditions within a system by the Superintendent, Director of Public Works, the City of Plano Health Department, or the Building Official.

Director means the Director of Public Works.

Double check valve assembly (DC) means an assembly composed of two independently acting approved check valves, including tightly closing resilient-seated shutoff valves, attached at each end of the assembly and fitted with properly located resilient-seated test cocks.

Health hazard means a cross connection, potential cross connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

Industrial fluids means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollutional, or plumbing hazard if introduced into an approved water supply. Examples of industrial fluids include, but are not limited to: polluted or contaminated used water; all types of process waters and used waters originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters

such as form wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; and oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for fire fighting purposes.

Material Reporting Deficiencies shall mean inaccurate or incomplete reporting of information required in the Backflow Prevention Assembly Test Report form as noted in "Appendix A". Required information reported in section "B" is noted with an "x". Sections "C" and "D" are required in their entirety.

Non-health hazard means a cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance, or be aesthetically objectionable, if introduced into the potable water supply.

Nonpotable water means a water supply which has not been approved for human consumption by the Commission.

Person means any individual or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for profit or not for profit.

Plano Backflow prevention assembly tester (Plano BPAT) means an individual licensed in accordance with Texas Commission on Environmental Quality rules and registered with the City of Plano Utility Operations Division for the purpose of testing backflow prevention assemblies.

Plumbing hazard means an internal or plumbing type cross connection in a customer's potable water system that may be either a pollutional or a contamination type hazard, including, but not limited to, cross connections to toilets, sinks, lavatories, wash trays, and lawn sprinkling systems.

Pollution means an impairment of the quality of the public potable water supply to a degree which does not create a hazard to the public health but does adversely and unreasonably affect the aesthetic qualities of such water for domestic use.

Potable water means any public water supply which has been investigated and approved by the Commission as satisfactory for drinking, culinary and domestic purposes.

Premises or Property means any property real, improved or personal that is connected to the City of Plano water system.

Pressure Vacuum Breaker (PVB) means an assembly which contains an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve with properly

located resilient-seated test cocks and tightly closing resilient-seated shutoff valves attached at each end of the assembly.

Process waters means water used to cool any operation or manufacturing process.

Public potable water supply means any publicly or privately owned water system operated as a public utility under a health permit to supply water for domestic purposes. Such a system includes all sources, facilities and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

Pressure loss means any reduction in the water pressure supplied by the City.

Reduced pressure backflow prevention assembly (RP) means an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit includes properly located resilient-seated test cocks and two tightly-closing resilient-seated shutoff valves at each end of the assembly.

Service connection means the terminal end of a service connection from the public potable water system (i.e., where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system). If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter.

Spill-Resistant Pressure Vacuum Breaker (SVB) means an assembly which contains an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve, with properly located resilient seated test cock, a properly located bleed/vent valve and tightly closing resilient seated shutoff valves attached at each end of the assembly.

Superintendent means the Utility Operations Superintendent for the City of Plano or his designee.

Supply pressure means the existing pressure in the City of Plano water system.

System hazard means an actual or potential threat of severe danger to the physical properties of the public or the customer's potable water system or of a pollution or contamination which has or would have a protracted effect on the quality of the potable water in the system.

Thermal Expansion means heated water that does not have any space to expand.

Used water means any water supplied by a water purveyor from a public water system to a customer's water system after passing through the service connection and which is no longer controlled by the water purveyor.

Utility means the City of Plano Utility Operations Division.

Utility water service area means all locations within the City of Plano water system as defined by the City's State Certificate of Convenience.

Valid Backflow Prevention Assembly Test shall mean test results reported by a Plano BPAT who performed the test and reported within ten (10) calendar days of the test that meet the performance criteria located within the 10th Edition of the *Manual of Cross Connection Control* published by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research for the type of backflow prevention assembly tested, unless otherwise noted within this Division.

Water purveyor means the operator of a potable water system supplying at least 15 service connections or servicing at least 25 individuals at least 60 days out of the year.

Sec. 21-24. Interpretation.

The provisions in this Article are cumulative of all City Ordinances. In cases where the requirements of this Division differ from any other ordinances or codes, the more stringent requirements shall apply.

Sec. 21-25. Backflow prevention assemblies required.

(a) Each service connection from the public water system to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system with a Reduced Pressure Backflow Prevention Assembly (RP).

(b) For all newly constructed premises on which a substance is handled so that it may enter the public water system, each service connection from the public water system to such premises shall be protected against the backflow of water from the premises into the public water system. This requirement shall apply to each premise on which persons handle process water and water originating from the public water system which has been subjected to deterioration in sanitary quality.

(c) For all existing premises on which a substance is handled so that it may enter the public water system, each service connection from the public water system to such premises may be required to be protected against the backflow of water from the

premises into the public water system upon the determination of the Superintendent or the Building Official. This requirement shall apply to each premise on which persons handle process waters and waters originating from the public water system which have been subjected to deterioration in sanitary quality.

(d) Backflow prevention assemblies shall be installed on a service connection to a premises: (1) having internal cross connections that cannot be permanently corrected and controlled in compliance with this Division, (2) upon the Superintendent or Building Official's determination that an intricate plumbing and piping arrangement exists which makes it impractical to ascertain whether cross connections exist therein, or (3) where a portion of the Premises cannot be readily accessed for inspection purposes making it impractical or impossible to ascertain whether cross connections exist. The owner or person responsible for a property or the maintenance of a property connected to or required to be connected to the public potable water system shall make all necessary arrangements, at its sole expense, to remove without delay security barriers or other obstacles to access by the Superintendent or the Building Official.

(e) If an interstreet main flow may result from two or more services supplying water to the same building, structure, or premises, then a standard check valve shall be installed adjacent to the respective meters and on the owner's property. If a check valve is not adequate to protect the public water system's mains from pollution or contamination, the installation of an approved backflow prevention assembly may be required by the Superintendent. Approval will be given if a backflow prevention assembly is functioning.

(f) If a health hazard exists, a testable backflow prevention assembly or an air gap shall be required. The backflow prevention assemblies shall include a reduced pressure backflow prevention assembly (RP), pressure vacuum breaker (PVB) or a spill-resistant vacuum breaker (SVB). The PVB and SVB shall not be subjected to backpressure.

Sec. 21-26. Type of backflow prevention assembly required.

(a) The type of backflow prevention assembly required shall be commensurate with the type of hazard that exists on the customer's premises. The minimum types of backflow prevention assemblies required to protect the City's potable water supply are set forth in Table 1 below. However, the water user may choose a higher level of protection than required by the City. All backflow prevention assemblies shall be from an approved list from the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

TABLE 1

<u>Type of Hazard</u>	<u>Minimum Type of Backflow Prevention Assembly</u>
Fire protection systems utilizing	RP – UL or FM & USC Approved Assemblies

chemicals or additives (New Installations or Remodels of existing system)	Only
Commercial and Residential Fire Sprinklers systems without chemicals or additives(New installations or Remodels of existing system)	DC – UL or FM & USC Approved Assemblies Only
Commercial and residential landscape irrigation systems utilizing chemical additives or hose connections and/or quick couplers	RP or AG Only
Stationary Construction Fire Hydrant Meters	RP or AG immediately adjacent to meter <u>and</u> one-way check valve on discharge lines on trucks
Temporary Construction Fire Hydrant Meters	RP or AG in fill line on the water hauling equipment <u>and</u> one-way check valve on discharge lines on trucks
Premises where any customer purchasing water for the purpose of resale or distribution	RP or AG at each service connection
Premises owned by any state, federal, or foreign government or agency	RP or AG at each service connection
Premises where there is a history of cross-connections being established or re-established	RP or AG
Animal Watering Sites	AG or RP or PVB or SVB. PVB or SVB not approved where back pressure situations exist.
Non-Health Hazard	DC, PVB, SVB or RP at point of connection to hazard <u>or</u> at service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Health Hazard	AG, PVB, SVB or RP at point of connection to hazard and/or at service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Carbonated Drink Machines	RP – Assembly and all downstream piping shall be non-corrosive when in contact with CO2 gas.

Situations which are not covered in Table I shall be evaluated on a case by case basis, and the required backflow prevention assembly shall be determined by the Superintendent.

(b) Containment and/or secondary protection may be required on certain health hazard installations in accordance with the following Table 2, in addition to any other protection, identified herein, which is required to isolate equipment within a facility. The Superintendent or Building Official may require backflow prevention assembly to be installed on other facilities with a similar degree of hazard in accordance with the Plumbing Code of the City of Plano, as amended, or other applicable law. These backflow prevention assemblies shall be installed in the main service line on the building side of the meter or the principle branch serving a single tenant space. The location of the backflow prevention assembly shall be approved by the Superintendent or Building Official in accordance with the provisions contained in Section 21-28.

TABLE 2
HEALTH HAZARD INSTALLATIONS

	TYPE OF BACKFLOW PREVENTION ASSEMBLY <u>REQUIRED</u>
Breweries _____	RP
Carwash _____	RP
Dairies _____	RP
Multi-story building 3 floors or more _____	RP
Animal hospital _____	RP
Auxiliary Water Supply _____	RP
Building containing a Reclaimed Water System _____	RP
Chillers _____	RP
Commercial laundry _____	RP
Cooling Towers _____	RP
Dental office _____	RP
Doctor's office _____	RP
Food and Beverage processing plants _____	RP
Funeral home and mortuary _____	RP
Green house or nursery (with toxic chemicals) _____	RP
Hospitals (parallel system required) _____	RP
Laboratories (including medical, dental & research labs, and labs at educational facilities) _____	RP

Manufacturing plant _____	RP
Meat processing plant _____	RP
Metal manufacturing, cleaning, processing and fabrication plants ____	RP
Micro chip fabrication facilities _____	RP
Petroleum processing or storage facilities _____	RP
Photo and film processing _____	RP
Plants using radioactive materials _____	RP
Plating or chemical plants _____	RP
Premises where inspection is restricted or exempted _____	RP
Private/Individual Unmonitored Wells _____	RP
Rainwater Harvesting Systems _____	RP
Rendering plant _____	RP
Sewage lift stations _____	RP
Sewage treatment plants _____	RP
Steam plants _____	RP
Space Heating Boilers _____	RP

Sec. 21-27. Backflow prevention assembly installation requirements.

(a) All new, replacement, or reconditioned backflow prevention assemblies shall be installed in accordance with the International Plumbing Code, as adopted and amended by the City of Plano and with the following standards, unless otherwise directed or approved by the Superintendent.

(1) Plumbing permit required. Prior to installation, a plumbing permit must be obtained from the Building Inspection Department of the City.

(2) Installation. The assembly shall not be located in the same vault or meter box with the City's water meter. Backflow assemblies shall not be installed within three (3) feet of a water meter box or vault. All backflow assembly installation shall be done in accordance to the approval set forth in the list of Approved Backflow Prevention Assemblies issued by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, a copy of which is on file in the City Public Works Department. If installed in a structure all backflow assemblies must be easily accessible for testing, repair or replacement.

(3) Location. The owner or occupant must prove to the City that no connections or tees are located between the meter and the backflow prevention assembly. The relief valve discharge on a reduced pressure backflow assembly (RP) shall not be solidly piped into a sump, sewer, drainage ditch, etc. Test cocks shall not be used as supply connections.

(4) Air gap separation (AG). All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air gap separation. The water inlet piping shall terminate at a distance of at least two (2) pipe diameters of the supply inlet, but in no case less than one (1) inch above the overflow rim of the receiving tank. An 'approved air gap separation' shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel and shall in no case be less than one (1) inch (2.54cm).

(5) Reduced pressure backflow assemblies (RP). Reduced pressure backflow assemblies shall be installed above ground level and shall be placed a minimum of twelve (12) inches above the finished grade to allow clearance for repair work. A freeze-proof enclosure with a concrete slab at finished grade is recommended. Where it is impractical to install the assembly outside, the installation may be made inside the building in an area not susceptible to flooding. Proper free flowing/gravity drainage must be provided for the relief valve. If the drain line is to drain outside, then the termination point must be a minimum of twelve (12) inches above finished grade.

(6) Double check valve assemblies (DC). Double check valve assemblies can be installed above finished grade in a freeze-proof enclosure or below grade in a vault. If assembly is installed below grade the test cocks must be plugged with corrosion resistant watertight plugs. Assembly shall be a minimum of twelve (12) inches above the floor.

(7) Bypass. If a bypass is installed around any approved backflow prevention assembly, the bypass must be protected from backflow/back pressure with the same type of backflow prevention assembly that it has bypassed. The backflow prevention assembly on the bypass must be installed according to the same requirements as the service line assembly.

(8) Thermal Expansion. The installation of a backflow assembly may create a closed system which may result in thermal expansion.

(b) Lost Pressure. The City is not responsible for any pressure loss created by the installation of a backflow assembly.

Sec. 21-28. Inspection, testing and registration of backflow prevention assemblies.

(a) Testing of backflow prevention assemblies. The owner, occupant, manager, other person in control of any premises or the person responsible for the maintenance of the property on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a Plano BPAT. Backflow prevention assemblies shall be tested annually and shall also be tested immediately after installation, relocation, repair or work performed upstream of the assembly. However, upon ten (10) days prior written notice by the City to the owner, occupant, manager, other person in control of the premises or the person responsible for the maintenance of the property must provide more frequent testing as required in the written notice.

(b) Report of backflow prevention assembly test. A City of Plano Backflow Prevention Assembly Test Report form (original form) shall be completed by a Plano BPAT on each backflow prevention assembly tested. Each completed original form, together with the records of such tests, repairs, or replacement, shall be hand delivered in person to the Utility Operations Division of the City of Plano within ten (10) calendar days after the testing, repair, replacement or work performed upstream of the assembly.

(c) Test Results. Test results for a reduced pressure backflow prevention assembly shall provide a reading for both checks and have at least a three (3) PSI differential between the first check and the relief valve opening point. Only backflow prevention assembly field test procedures approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research will be accepted. If an assembly fails, the Plano BPAT shall immediately notify the Superintendent or his designee in person or by phone during regular business hours of the City of Plano Public Works Department. If an assembly failure occurs at any time other than regular business hours, the Plano BPAT shall notify the Superintendent or his designee on the next regular business day.

Upon notification to the Superintendent or his designee of assembly failure, the Superintendent or his designee will notify the owner, occupant, manager or other person in control of any premises or the person responsible for the maintenance of the property of the time period that they have to repair or replace the assembly. The assembly shall be replaced or repaired within the time period set by the Superintendent or his designee or within five (5) calendar days from the date of assembly failure whichever date is sooner. In the event of assembly failure, water service shall not be connected or restored until the assembly has been repaired or replaced and passes a retest unless written authorization is given by the Superintendent or his designee that water service is authorized to be connected or restored at an earlier date.

(d) Registration and maintenance of backflow prevention assemblies.

(1) Each backflow prevention assembly located on property subject to this Division shall be registered with the Utility Operations Division of the City of Plano.

(2) The owner, occupant, manager, other person in control of the property or the person responsible for the maintenance of the property is responsible for general maintenance and upkeep of all approved backflow prevention assemblies located thereon.

(3) Backflow prevention assemblies shall be tested, repaired, and/or replaced at the expense of the owner, occupant, manager, other person in control of the property or the person responsible for the maintenance of the property whenever such assemblies are determined to be defective by the Superintendent or Building Official. An assembly is defective if it is not a properly installed backflow prevention assembly as required by this Division.

(e) New Plumbing or Plumbing Modifications. The Building Official or Superintendent shall inspect all new backflow prevention assembly installations, which are subject to this Division and are required by application for a plumbing permit. A Service Inspection Certification form shall be completed by the Building Official or Superintendent on each new plumbing installation or on plumbing modifications. Each completed form shall be received by the Utility Operations Division within ten (10) days after the inspection.

(f) Existing properties. The Superintendent shall inspect all existing properties connected to the potable water system for the purpose of determining whether a cross-connection exists and what type of backflow prevention assembly should be installed pursuant to this Division.

(g) Existing backflow prevention assemblies. Properties with existing backflow prevention assemblies installed in their system, which have not been registered with the Superintendent, as of the effective date of this Division shall come into compliance with the provisions of this Division within sixty (60) days of notification unless the Superintendent finds a health hazard exists in which case the Superintendent shall determine the appropriate time of compliance.

(h) Existing assemblies in compliance. The owner, occupant, manager or other person in control of any premises or the person responsible for the maintenance of a property with existing assemblies, which comply with the provisions of this Division, shall provide written proof that each such assembly has been properly maintained and serviced by a Plano BPAT. If maintenance and service records are not available, the assembly shall be tested in accordance with the requirements of this Division.

(i) Replacement. If the assembly is not capable of being tested, identified or cannot be repaired, it must be replaced with an approved assembly in accordance with the requirements of this Division.

(j) Testing Fee. A \$35.00 fee shall be submitted to the Utility Operations Division for each backflow prevention assembly tested and shall be paid at the time that the Plano BPAT files the Backflow Prevention Assembly Test Report form with the City.

(k) Retesting Fee. A \$25.00 fee shall be submitted to the Utility Operations Division for each backflow prevention assembly that is required to be retested due to a deficiency or a violation of this Division including, an invalid test report, or one of the following;

- Falsification of Backflow Prevention Assembly Test Report form
- Incorrect serial number
- Blank or incomplete information fields on Backflow Prevention Assembly Test Report forms,
- Plano BPAT's test gauges are not registered with the City
- Duplicate serial number on multiple Backflow Prevention Assembly Test Report forms
- Performing a Backflow Prevention Assembly Test using unapproved testing procedures
- Inappropriate registration with the City
- BPAT is not registered with the City of Plano Utility Operations Division at the time the test(s) was performed

(l) Retest procedure. The retest(s) shall be performed in the presence of the Superintendent or his designee. The fee shall be paid prior to the retest(s) being performed and the retest(s) shall be completed within five (5) business days from first notification. Any retest(s) required shall be performed by the Plano BPAT or BPAT who is responsible for the deficiency or violation unless the Plano BPAT or BPAT has resigned or lost their testing privileges. All retest(s) should be performed during normal City business hours.

(m) Exemption. Atmospheric Vacuum Breakers Are Exempt From This Section.

Sec. 21-29. Quality assurance program.

(a) Quality assurance program. To assure the quality of the backflow prevention tests being performed, each month five (5) Plano BPATs will be randomly selected to be observed by the Superintendent or his designee. The tester will be notified by certified mail to the address on file with the City. When a tester has been chosen for random observation he/she shall have thirty (30) calendar days from the date of the letter to schedule and complete an approved observation with the City Utility

Operations Division. Failure to do so shall result in the Plano BPAT's testing privileges being suspended. Testing privileges shall not be reinstated until the observation has been completed and approved.

Sec. 21-30. Removal of backflow prevention assembly.

(a) Removal. Prior written approval must be obtained from the Superintendent before a backflow prevention assembly may be removed or relocated.

(b) Discontinued use. The use of a backflow prevention assembly may be discontinued, and the assembly removed from service, upon written approval from the Superintendent after presentation to the Superintendent of sufficient written evidence to verify that a hazard no longer exists and is not likely to be created in the future.

(c) Relocation. A backflow prevention assembly may be relocated following written approval from the Superintendent or his designee after presentation to the Superintendent or his designee of sufficient written evidence to verify that the relocation will continue to provide the required protection and satisfy installation requirements. An assembly may not be removed for relocation unless water use is discontinued, until the relocation is complete, or until the service connection is equipped with other backflow protection approved by the Superintendent or his designee and sufficient to prevent backflow during relocation. A retest will be required following the relocation of the assembly.

(d) Repair. A backflow prevention assembly may be removed for repair and a retest will be required following the repair of the assembly. Before an assembly is removed, the Plano BPAT shall notify the Superintendent or his designee. The Superintendent or his designee shall determine the time period allowed for repair of the assembly and determine whether water service will be discontinued during that time period.

(e) Replacement. An assembly may be removed and replaced. All replacement assemblies must be approved by the Superintendent or his designee and must be commensurate with the degree of hazard involved. A retest will be required following the replacement of the assembly. Before an assembly is replaced, the Plano BPAT shall notify the Superintendent or his designee. The Superintendent or his designee shall determine the time period allowed for replacement of the assembly and determine whether water service will be discontinued during that time period.

Sec. 21-31. Requirements for Backflow Prevention Assembly Testers.

(a) Registration. Prior to performing any testing of backflow prevention assemblies within the City of Plano, a backflow prevention assembly tester must be registered with the City of Plano Utility Operations Division.

(1) Eligibility for registration shall be conditioned upon applicant providing proof that they are currently licensed as a backflow prevention assembly tester by the Texas Commission on Environmental Quality and have not been found to be in violation of Sec 21-32 of this Division

(2) Each applicant licensed as a backflow prevention assembly tester with the State shall furnish evidence to the Superintendent to show that he/she has available the necessary tools and equipment to properly test and certify such assemblies. Serial numbers of all test gauges shall be registered with the Superintendent. Registered serial numbers of test gauges shall be listed on tests and maintenance reports prior to being submitted to the Superintendent. Each recorded test kit shall be tested annually for accuracy and calibrated to maintain a +/- two percent (+/-2%) accuracy factor. Failure to register the serial number or calibrate gauges annually shall be grounds for temporary suspension of a tester's registration until compliance with this requirement is attained.

(3) Registration shall remain in force provided that the tester maintains his/her eligibility for registration by complying with all requirements of this Division and applicable State law. Evidence of renewal of the tester's TCEQ backflow prevention assembly testing license shall be furnished to the Superintendent upon request. A tester shall advise the Superintendent if the tester's State license is ever suspended or terminated within five (5) business days of notice to the tester of such suspension or termination.

(b) Registration Fee. An annual registration fee in the amount of \$100.00 shall be paid at the time an application for annual registration is submitted to the Superintendent. This annual registration fee includes the City's testing of the tester's equipment and tools.

(c) Responsibilities of Testers. Plano BPAT's shall be responsible for performing competent tests, issuing accurate reports of backflow prevention assemblies tested, filing timely backflow prevention assembly test reports and test fees to the City. Plano BPAT's shall not change the design or operational characteristics of a backflow prevention assembly during repair or maintenance without prior written approval of the Superintendent.

Sec. 21-32. Suspension and revocation of assembly tester registration.

(a) Failure to make immediate notification of a backflow prevention assembly field test failure as required by this Division shall result in revocation of the Plano BPAT's registration.

(b) Refusal to perform retest(s) or pay appropriate fee as required by this Division shall result in revocation of Plano BPAT's registration.

(c) Submitting a falsified test report shall result in revocation of a Plano BPAT's registration.

(d) Upon notification or discovery of testing deficiencies, material reporting deficiencies, or violations of this Division by a Plano BPAT, the Superintendent may, in addition to any other actions taken by the City, take one or more of the following actions:

(1) Require a re-test on any backflow prevention assembly reported as operational.

(2) Suspend the tester's registration with the City for a period not to exceed six (6) months if the tester accrues five (5) or more testing deficiencies, material reporting deficiencies, or violations of this Division within a one (1) calendar year period; the five errors may be any combination of testing deficiencies, material reporting deficiencies, or violations of this Division.

(3) Revoke the tester's registration with the City upon the establishment of grounds for a second suspension of the tester's registration which occurs within five (5) years from the conclusion of the first suspension.

(4) Refuse to allow registration/renewal of a BPAT who refused to perform a retest or pay appropriate retest fees for assemblies tested by the BPAT while registration with Utility Operations was not current.

(e) The Superintendent shall send written notice to the Plano BPAT at the last known address on file for the Plano BPAT informing the Plano BPAT of a suspension or revocation. The date specified on the notice shall be the effective date of the revocation or suspension.

Sec. 21-33. Appeal of determinations under this Division.

(a) Appeal to Director of Public Works. Any person aggrieved by a decision of the Superintendent or the Building Official made pursuant to Sections 21-24 through 21-33 of this Division, may appeal that decision by filing their appeal in writing to the Director of Public Works within seven (7) calendar days of the notice of that decision. An appeal filed pursuant to this Section shall clearly state the decision being appealed and the factual or legal basis for the appeal and shall clearly state whether a hearing is being requested on the matter. If a hearing is requested, the Director or his designee shall hold a hearing within ten (10) business days of the receipt of the written notice of appeal.

(b) Failure to Appeal. Failure to request a hearing shall be deemed a waiver of a hearing and the decision of the Superintendent or Building Official is final and binding.

(c) Issuance of Decision by Director. A decision from the Director of Public Works or his designee shall be issued within ten (10) calendar days of the conclusion of the hearing or of the City's receipt of the written appeal if no hearing is requested. Decisions of the Director of Public Works or his designee shall be final and binding.

Sec. 21-34. Prohibited conduct.

(a) The following actions or omissions are prohibited.

(1) Installing, allowing to remain installed, or maintaining a potable water supply, piping, or part thereof in such a manner that allows used, unclean, polluted, or contaminated water, mixtures, gasses, or other substances to enter any portion of the public potable water supply by reason of back siphonage, back pressure or any other cause.

(2) Maintaining any water-operated equipment or mechanism or use of any water-treating chemical or substance if it is determined that such equipment, mechanism, chemical or substance may cause pollution or contamination of the public potable water supply. Provided, however, that such equipment or mechanism may be permitted when equipped with a backflow prevention assembly approved by the City.

(3) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system any mechanisms or systems designed to return used water to the public potable water system.

(4) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system an auxiliary water system without the prior written approval of the Superintendent or his designee.

(5) Incorrectly installing a backflow prevention assembly or allowing an incorrectly installed backflow prevention assembly to remain installed.

(6) Restoring the water supply to a backflow prevention assembly that failed a test under this division.

(7) Falsifying any information in a backflow prevention assembly testing report submitted to the City.

(8) Conducting a backflow assembly test without being registered with the City.

(9) Conducting a backflow assembly test while without a valid registration.

(10) Submitting an incomplete backflow prevention assembly testing report to the City.

(11) Disconnecting, Removing, or discontinuing the use of a backflow prevention assembly without the written permission of the Superintendent or his designee.

Sec. 21-35. Offenses and penalties.

(a) Persons Responsible. A person is responsible for a violation of this division if the person is the owner, occupant, manager, other person in control of the property or premises or the person responsible for the maintenance of the property determined to be the source of a violation of this division or the tester who performed the test or procedure.

(b) Criminal Penalties. Any person knowingly violating any provision of this article or failing to observe any provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in section 1-4(a) of this Code of Ordinances. Every day the violation continues shall be deemed as a separate offense.

Sec. 21-36. Enforcement.

(a) Authority. The Director of Public Works, the Superintendent, and the Building Official, or their respective designees are hereby authorized to enforce the provisions of this Division by any one or more of the enforcement mechanisms set forth in this Division, or as allowed by local, state, or federal law.

(b) Civil Penalties. The City may file a civil lawsuit to enforce this Division and may seek civil penalties as authorized by law.

(c) Discontinuance of Water Service. Water service to the property or premises where the alleged violation exists may be discontinued or refused by the Utility if violations are not corrected within the time period indicated in the notice of violation provided by the City.

(d) Remedies Cumulative. All remedies authorized under this Division are cumulative of all others unless otherwise expressly provided. Accordingly, the filing of a criminal action shall not preclude the pursuit of a civil or administrative action for violation of this Division nor shall the filing of a civil action preclude the pursuit of any other action or remedy, administrative, or criminal.”

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a)

of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

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

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

PASSED AND APPROVED this the 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



City of Plano
 PWS ID# C430007
 ATTN: Backflow
 P O Box 860358
 Plano, TX 75086-0358

APPENDIX "A"

Backflow Prevention Assembly Test Report

B

Permit Number X	Assembly Address X				
Manufacturer X	Size X	Model Number X		Serial Number X	
Facility/Owner X		Phone Number	Containment X	Isolation X	
Address		City, State, Zip			
Contact			Contact Phone Number		
Address		City, State, Zip	New X	Existing X	Replacement Old Serial X
On Site Location X			Domestic X	Irrigation X	Fire X

The backflow prevention assembly detailed below has been tested and maintained as required by Texas Commission on Environmental Quality (TECQ) regulations and is certified to be operating within acceptable parameters.

Type of Assembly

- Reduced Pressure Principle Principle Detector Reduced Pressure
 Double Check Valve
 Pressure Vacuum Breaker Spill-Resistant Pressure Vacuum Breaker Double Check Detector

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____

C

Breaker ____ psid	Reduced Pressure Principle Assembly			Pressure	Vacuum
	Double Check Valve Assembly			Air Inlet	Check Valve
	1 st Check	2 nd Check	Relief Valve	Opened at ____ psid	Held at
Initial Test <input type="checkbox"/>	Held at ____ psid Closed Tight Did not Open <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at ____ psid <input type="checkbox"/> Closed Tight Leaked <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at <input type="checkbox"/> Closed Tight Did not Open <input type="checkbox"/>	<input type="checkbox"/>	____ psid
Repairs and Materials Used*					

Test After Repair	Held at ___ psid Closed Tight ___ psid	Held at ___ psid <input type="checkbox"/>	Opened at Closed Tight	Opened at <input type="checkbox"/>	Held at ___ psid
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**Use Only Manufacturer's Replacement Parts*

Test Gauge Used: _____ Make/Model _____ SN _____
 Calibration Date _____

D	<i>Tester Information</i>
	Firm Name _____
	Firm Address _____
	City/State/Zip _____
	Firm Phone No. _____

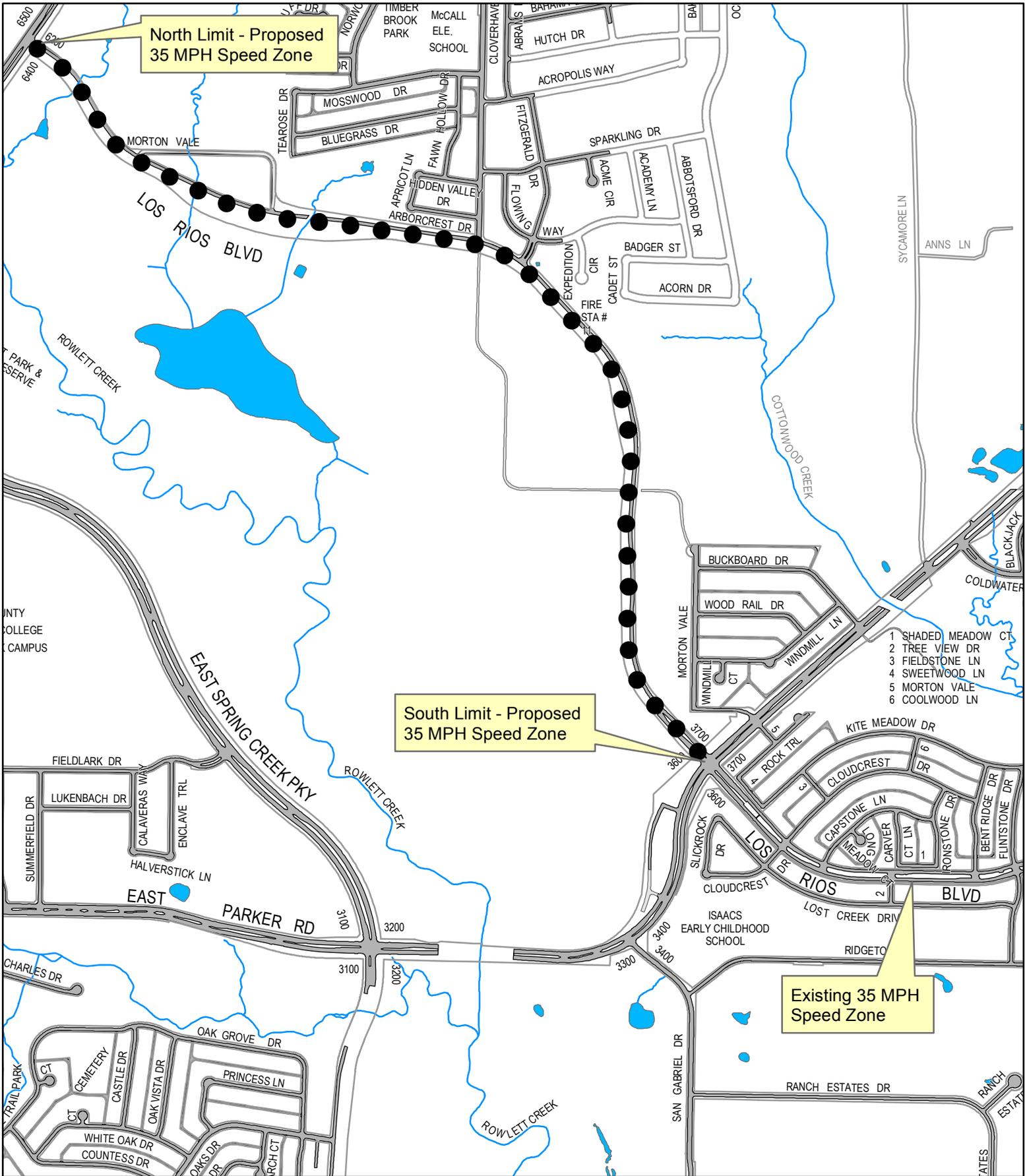
<i>The above is certified to be true at the time of testing.</i>
_____ Certified Tester Signature
_____ Certified Tester Printed Name
Certified Tester No. _____ Test Date _____

Comments _____

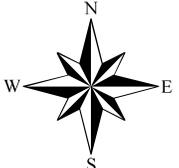


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Los Rios Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Any revenue received is undeterminable at this time.				
STRATEGIC PLAN GOAL: Amending the Code of Ordinances relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City of Plano Transportation Engineering Division (TED) received a request to review the speed limit on Los Rios Boulevard from Parker Road north to Jupiter Road. The TED performed an engineering and traffic investigation and determined that this section of street should be speed zoned for 35 miles per hour. The TED supports speed zoning Los Rios Boulevard from its intersection with Parker Road to its intersection with Jupiter Road at 35 miles per hour and has prepared the attached ordinance for City Council consideration.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		



**Los Rios Boulevard
35 MPH Speed Zoning
Recommendation**



An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Los Rios Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

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

WHEREAS, traffic and engineering studies of Los Rios Boulevard have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of this roadway should be altered.

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

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

Section II. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Los Rios Boulevard:

(1) Forty (40) miles per hour along and upon Los Rios Boulevard from its intersection with Plano Parkway to its intersection with 14th Street (FM544);

(2) Thirty-five (35) miles per hour along and upon Los Rios Boulevard from its intersection with 14th Street (FM 544) to its intersection with Parker Road.”

Section III. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Los Rios Boulevard:

- (1) Forty (40) miles per hour along and upon Los Rios Boulevard from its intersection with Plano Parkway to its intersection with 14th Street;
- (2) Thirty-five (35) miles per hour along and upon Los Rios Boulevard from its intersection with 14th Street to its intersection with Jupiter Road;

Section IV. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zone.

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

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

DULY PASSED AND APPROVED this 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

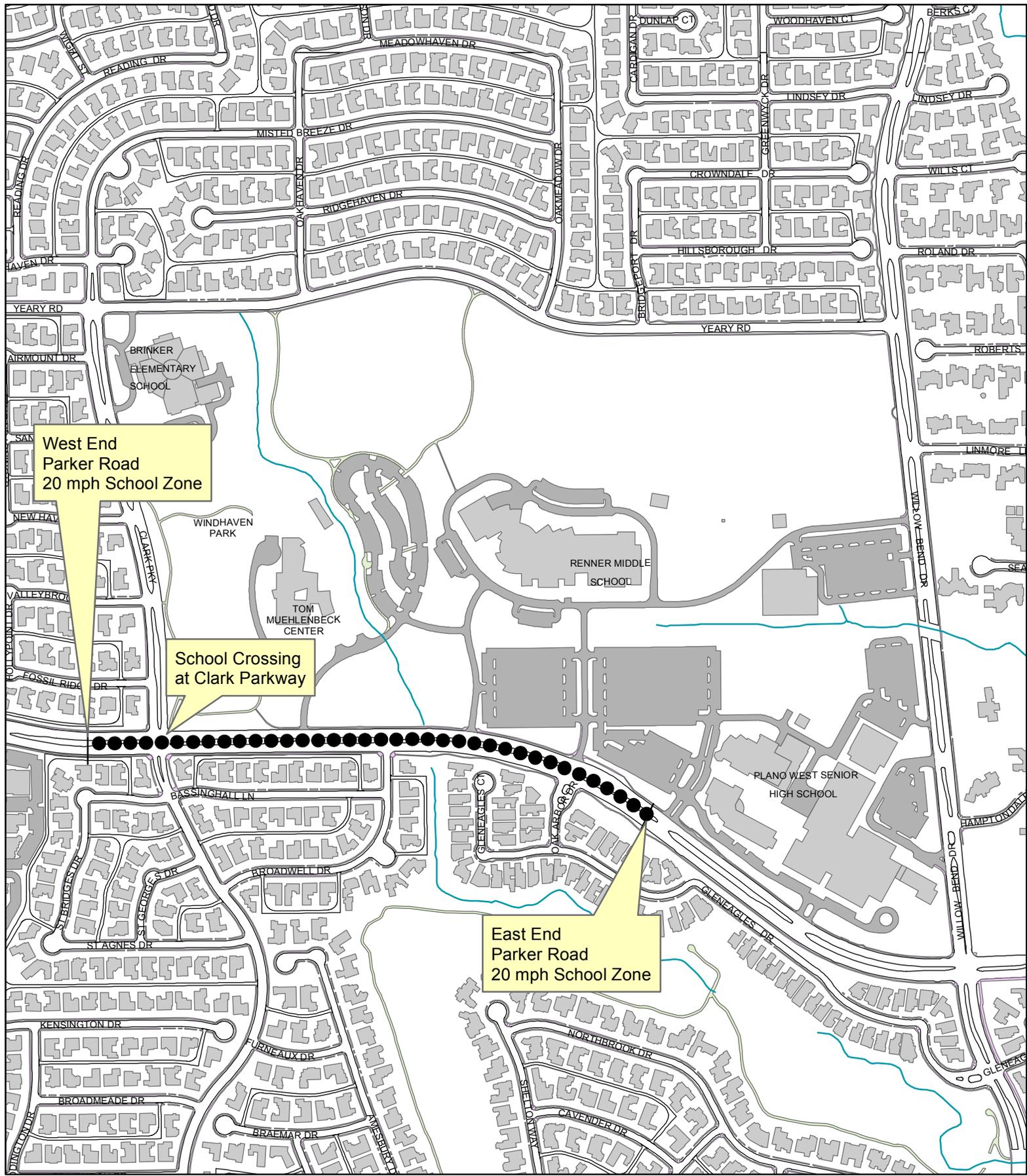
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

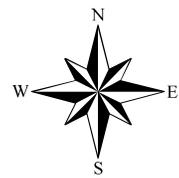


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/12/2011			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #): Irene Pegues (7198)					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to revise the effective times for the school zone on the section of Parker Road from a point 250 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: Any revenue received is undeterminable at this time.					
STRATEGIC PLAN GOAL: Amending the Code of Ordinances relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
<p>The Plano Independent School District (PISD) administration contacted the Transportation Engineering Division (TED) and the Plano Police Department concerning the school crossing on Parker Road at Clark Parkway for Renner Middle School after a collision in the crossing between a bicyclist and motor vehicle early in the Fall 2011 semester. Both PISD and TED staff made observations of the school zone operation. The observations found that nearly all crossings of Parker Road occur at the Clark Parkway crossing; however, it was also found that early morning programs at Renner Middle School are resulting in the utilization of the crossing prior to the start of the effective times for the morning school speed zone. The attached ordinance for City Council consideration revises the start time of the morning school zone period from 8:00 a.m. to 7:15 a.m. No students were observed crossing Parker Road at Clark Parkway prior to the proposed revised starting time for the school zone. The TED recommends approval of the ordinance.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		



Parker Road School Crossing at Clark Parkway



An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to revise the effective times for the school zone on the section of Parker Road from a point 250 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for catastrophic pedestrian – vehicle collisions; and

WHEREAS, the goal of the school zone on Parker Road at Clark Parkway implemented by the adoption of Ordinance 2006-6-29 was to protect the school crosswalk for Renner Middle School across Parker Road at Clark Parkway; and

WHEREAS, a study of the school zone on Parker Road at Clark Parkway found students arriving each morning at the school crossing prior to the effective time for the school zone; and

WHEREAS, the City of Plano desires to maintain the efficacy of the school zone on Parker Road at Clark Parkway for the benefit of Renner Middle School children; and

WHEREAS, the City Council of the City of Plano finds it is necessary and is in the best interest of the City and its citizens to revise the effective times of the school zone on Parker Road at Clark Parkway.

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

Section I. Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances is hereby amended to delete the following school zones:

“Parker Road:

(1) Between a point two hundred fifty (250) feet west of Clark Parkway and a point three hundred (300) feet east of Oak Arbor Drive on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)”

Section II. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances is hereby amended to read as follow:

“Parker Road:

(1) between a point two hundred fifty (250) feet west of Clark Parkway and a point three hundred (300) feet east of Oak Arbor Drive on school days between 7:15 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)”

Section III. All other portions of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

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

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

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

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

DULY PASSED AND APPROVED this 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/12/2011		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 96 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Updating the Code of Ordinances relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 96 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 96; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 96 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 96 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 12, 2011		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): Diana Casady 5993				
CAPTION				
<p>An Ordinance of the City of Plano, Texas adding Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that are subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date. (Tabled at the November 14, 2011 meeting).</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: An Ordinance for the use of Portable Toilet facilities relates to the City's goal of a Safe Large City and Great Neighborhoods.</p>				
SUMMARY OF ITEM				
<p>This Ordinance will provide needed regulations for portable outdoor toilet facilities for outdoor commercial amusement, fair grounds/ exhibition area or private recreation facility areas.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adding Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that are subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date.

WHEREAS, the City of Plano currently does not have portable toilet regulations for properties that have intense athletic and recreation use and lack permanently constructed toilet facilities; and

WHEREAS, the health, safety and livability of the community could be better served by the implementation of regulations requiring portable toilets on properties that are subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance and where these types of activities regularly occur; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the addition of portable toilet regulations should be approved and adopted.

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

Section I. Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities, Chapter 6 Buildings and Building Regulations of the City of Plano Code of Ordinances are hereby added to read as follows:

“Article XXI Outdoor Toilet Facilities.

Sec. 6-711. – Definitions

Person shall include any individual, firm, partnership, association, business, corporation, or other entity.

Portable Toilet means one or more commercially manufactured or assembled toilet facilities that are portable and are not designed or intended for connection to a sewer system with a standard connection. Portable toilets shall include, but not be limited to commercially manufactured pump out of portables, privy vaults, water flush toilets or chemical toilets that have a water tight, impervious pail or tank containing a chemical solution placed immediately beneath the seat or urinal and a pipe or conduit connecting the riser with the tank.

Sec. 6-712. – Requirements for Portable Toilets

(a) The use of portable toilets shall be required as follows:

(1) All properties subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance shall have the following:

- (i) a minimum of two portable toilets on the property at all times; and
- (ii) additional portable toilets as required by the chart below with the two portable toilets required by Section 6-712(a)(1)(i) above counting towards the totals required by the chart:

Persons on Site	Average Hours at Event							
	3	4	5	6	7	8	9	10
250 - 499	2	3	3	3	4	4	5	6
500 - 999	4	5	6	7	9	9	10	12
1000 - 1999	8	8	9	9	11	12	13	13
2000 - 2999	9	12	14	16	18	20	23	25
3000 - 3999	12	16	20	24	26	30	34	38
4000 - 4999	16	22	25	30	35	40	45	50
5000 - 9999	20	25	31	38	44	50	56	63
10,000 – 14,999	38	50	63	75	88	100	113	125
15,000 – 19,999	56	75	94	113	131	150	169	188
20,000 – 24,999	75	100	125	150	175	200	225	250
25,000 – 29,999	99	130	160	191	221	252	282	313
30,000 – 34,999	119	156	192	229	266	302	339	376
35,000 and above	139	181	224	267	310	352	395	438

- (2) At construction project sites pursuant to Section 6-37 of the City Code of Ordinances.
- (3) For itinerant vendors on private property pursuant to Section 11-156 of the City Code of Ordinances.
- (4) For special events pursuant to Section 11-314 of the City Code of Ordinances.

Sec. 6-713. – Maintenance and Operation

(a) The following maintenance requirements shall apply to all uses of portable toilets:

- (1) Portable toilets must be maintained in a clean and sanitary manner at all times to prevent trash, vermin, or the production of noxious or offensive odors, and must be on a regular maintenance schedule. If the holding tank becomes full, the portable toilet must be immediately serviced.
- (2) Portable toilets must be structurally sound, safe, and in good working condition at all times.

- (3) Portable toilets shall not obstruct public property or access to public property.
- (4) Contents of portable toilets shall not be discharged into storm sewers, placed, spilt, or deposited onto the surface of the ground, or allowed to flow, seep, or drain into any adjacent waters.
- (5) Portable toilets required by Section 6-712 (a) (1) that remain on the property in excess of seventy two (72) hours shall be screened by an enclosure on three sides with a swinging gate on the maintenance side. The minimum height of the enclosure and gate shall be eight feet and shall be constructed of wood fencing or an alternate fencing material that has been approved by the Building Official.

6-714. – Prohibited Uses

- (a) The following uses of portable toilets are prohibited:
 - (1) The use of portable toilets for the purpose of providing sewer service to a site or facility when service has been discontinued due to delinquency of the utility account is prohibited.
 - (2) The use of portable toilets in lieu of connecting a permanently constructed toilet facility to the city's sanitary sewer system is prohibited.
 - (3) The use of any portable toilet that is not commercially manufactured is prohibited.
 - (4) Installing or maintaining a portable toilet is prohibited unless otherwise authorized by federal, state, or local law, or except as provided herein.

6-715. – Enforcement

- (a) A person, owner, lessee, tenant, agent, or person responsible for any property subject hereto that knowingly violates any of the provisions or terms of this article shall be guilty of a misdemeanor and, upon conviction, punished as provided in subsection 1-4(a) of the Code of Ordinances of the City of Plano for each offense. Each and every day any such violation shall continue constitutes a separate offense.
- (b) The following uses are exceptions to this Article:
 - (1) Use by governmental agencies for public benefit on public rights-of-way, parks, and public recreation areas.
 - (2) Use for emergency operations by police departments, fire departments, or other municipal, state, or federal government authorities.

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

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

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

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

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

PASSED AND APPROVED THIS THE 12th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: November 22, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 21, 2011

**AGENDA NO. 6A - PUBLIC HEARING
ZONING CASE 2011-32
APPLICANT: SCHEEF AND STONE, L.L.P.**

Request to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway **from** Regional Employment **to** Commercial Employment and request for a Specific Use Permit for New Car Dealer.

APPROVED: 5-1 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

The Commissioner voting in opposition had concerns regarding a precedent being set for any future car dealerships being built at the intersection of Dallas North Tollway and Spring Creek Parkway.

KP/dw

xc: Don Plunk, c/o Kevin Flynn, Scheef & Stone, LLP
Michael Backer, c/o Kevin Flynn, Scheef & Stone, LLP
Timothy Walter, c/o Kevin Flynn, Scheef & Stone, LLP
David Jacobs, c/o Kevin Flynn, Scheef & Stone, LLP
Robert Ziff, c/o Kevin Flynn, Scheef & Stone, LLP
Kenneth Schnitzer, c/o Kevin Flynn, Scheef & Stone, LLP
Tommy Mann & Kirk Williams, Winstead PC

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 21, 2011

Agenda No. 6A

Public Hearing: Zoning Case 2011-32

Applicant: Scheef and Stone, L.L.P.

DESCRIPTION:

Request to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway **from** Regional Employment **to** Commercial Employment and request for a Specific Use Permit for New Car Dealer.

REMARKS:

The applicant is requesting to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway from Regional Employment (RE) to Commercial Employment (CE). Additionally, the applicant is seeking approval of a Specific Use Permit for New Car Dealer.

The current RE district is intended to provide for office and limited manufacturing uses that are consistent with the regional status of certain tollways and expressways serving Plano and surrounding communities. Some retail uses are also appropriate when developed in conjunction with the primary uses. The district's standards are designed to ensure compatibility between the various uses within a corridor and surrounding residential neighborhoods.

The requested CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The major focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting. The CE district allows new car dealers subject to approval of a specific use permit, hence the reason for this zoning request. The property's current RE zoning prohibits new car dealer uses.

The Zoning Ordinance defines new car dealer as retail sales and/or leasing of new automobiles or light load vehicles, including, as a minor part of the business, the sales and/or leasing of used automobiles or light load vehicles.

Surrounding Land Use and Zoning

Adjacent properties to the west of this tract are undeveloped and are zoned RE. Further west, across Communications Parkway, is an existing single-family neighborhood zoned Single-Family Residence-7 (SF-7). To the north, across Spring Creek Parkway, the property is undeveloped and is zoned CE. The property to the south is undeveloped and is zoned RE. Across the Dallas North Tollway to the east, the property is undeveloped and is zoned Regional Commercial (RC).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development. This request is generally consistent with this designation.

Economic Development Element - The Economic Development Element of the Comprehensive Plan provides a general guide for decision makers regarding Plano's future economic growth. The long range land use recommendations in this element indicate that the corridor should be preserved for future economic development opportunities. The requested CE zoning is consistent with recommendations in this element of the Comprehensive Plan.

Rezoning to Meet Demand - This comprehensive planning policy provides guidance when considering requests to rezone properties. One area of focus is to ensure land use compatibility by grouping complimentary land use activities and creating transitions between conflicting activities.

The requested CE zoning would allow a much wider range of uses than the RE district, including moderate intensity manufacturing, retail uses, mini-warehouse/public storage, and warehouse/distribution center. CE allows for a new car dealer with a specific use permit (SUP). The intensity and character of uses allowed within the CE district may adversely impact surrounding properties. Spring Creek Parkway currently divides the higher intensity uses found in the CE district to the north, from the existing RE district to the south which focuses on creating a buffer between the Dallas North Tollway and adjacent residential developments to the west. When the Dallas North Tollway corridor was rezoned to the RE and RC zoning districts (formerly Tollway Employment and Tollway Commercial), it was done to provide consistent zoning along the corridor. It is possible that the impact associated with the more intense uses permitted in the CE district may be mitigated by the proposal to retain RE zoning on an approximately 500-foot wide strip of property along the east side of Communications Parkway (the area closest to the residential development).

A significant amount of undeveloped land remains in the CE district north and east of Spring Creek Parkway, south of State Highway 121, and west of Preston Road. This land provides opportunities for more intensive uses to develop. It is not appropriate to rezone land to a different zoning district in order to allow for one additional use when there is extensive land available within the city to accommodate new car dealer uses.

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

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

SUP Request

In addition to the requested CE zoning, the applicant is requesting approval of an SUP for New Car Dealer. If the Commission determines CE to be an appropriate zoning designation for this property, staff recommends that they also consider the concurrent request for an SUP for New Car Dealer. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established.

The proposed site for the new car dealer is bounded by Spring Creek Parkway to the north and the Dallas North Tollway to the east; therefore, adjacency to these major roadways will allow sufficient ingress/egress to the site and provides good visibility for the proposed new car dealer. It is possible that the remaining RE property to the west could serve as a buffer between this use and the existing residential neighborhood on the east side of Communications Parkway.

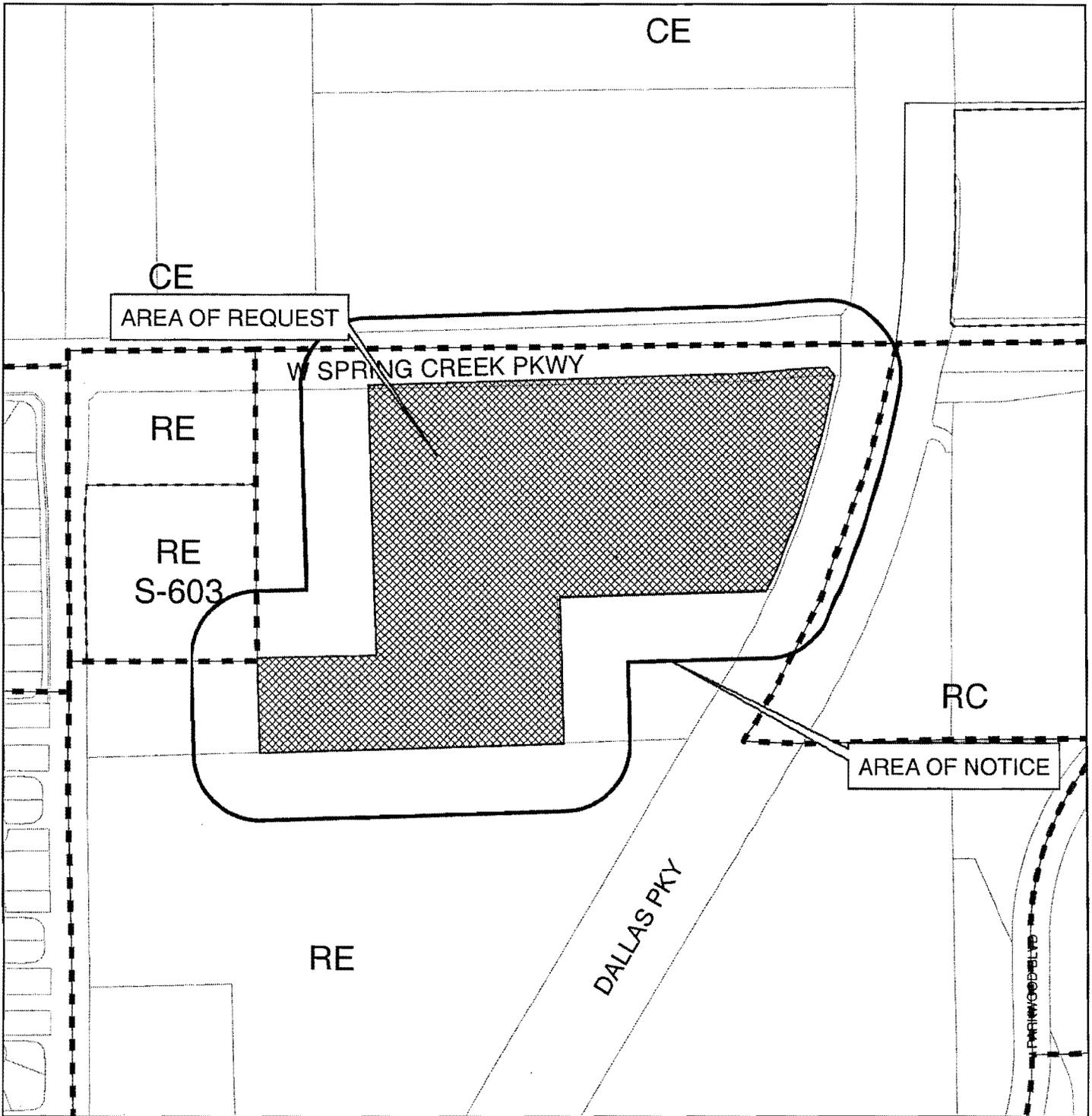
A concept plan accompanies this request as Agenda Item 6B.

Summary

The applicant is requesting to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway from RE to CE and is concurrently seeking approval of an Specific Use Permit for New Car Dealer for the subject property. CE zoning allows a much wider range of uses than the RE district; the intensity and character of these uses may adversely impact surrounding properties. Furthermore, there is extensive undeveloped land within the city already zoned CE as well as other zoning districts that allow for new car dealer as an allowed use. It is not appropriate to rezone land to allow for one additional use. Therefore, staff recommends denial of the proposed zoning request.

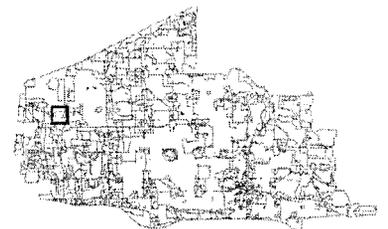
RECOMMENDATIONS:

Staff recommends denial of the proposed rezoning request since the request is not consistent with established goals of the Comprehensive Plan.



Zoning Case #: 2011-32

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer



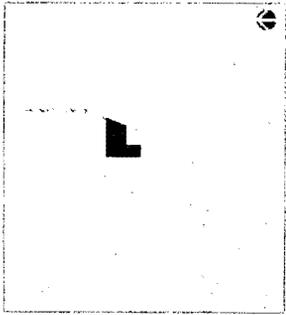


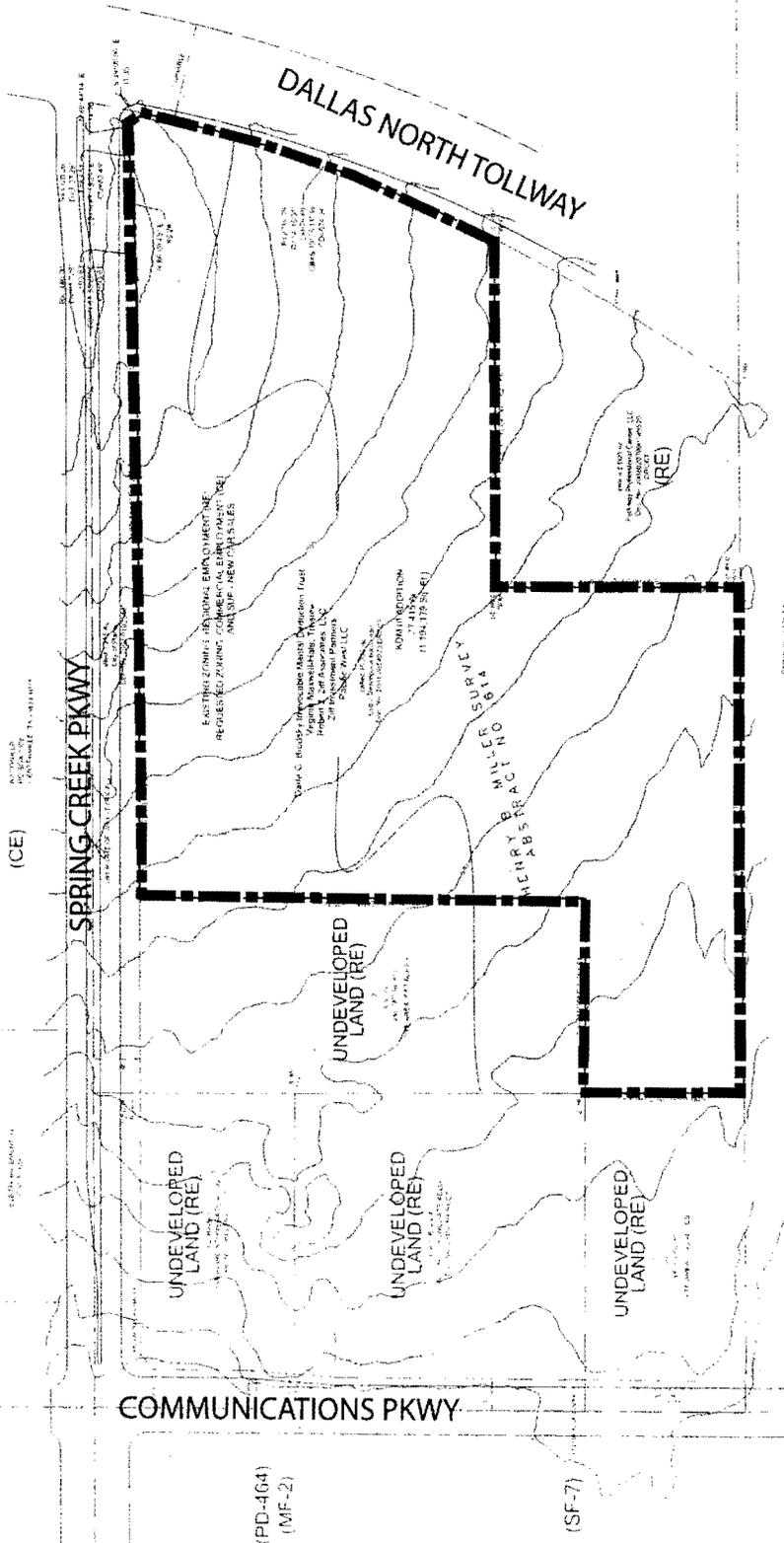
FIG. 10 - SHIP

NOTES:
 APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLANT, APPROVAL OF THE DEVELOPMENT STANDARDS SHOWN HEREON OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND COUNCIL ACTION SHALL BE REQUIRED FOR THE PROPOSED DEVELOPMENT. DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACT TO SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

ZONING CASE 2011-32
 EXISTING ZONING: PL - Planned Employment
 PROPOSED ZONING: COMMERCIAL EMPLOYMENT AND SHOP NEW C/S SALES
 LOT AREA: 1.14 1/2 AC OR 47,416 SQ. FT.



FIG. 10 - SHIP



MEASUREMENTS AND DESCRIPTIONS
 1. THE TOTAL AREA OF THE PROPERTY IS 47,416 SQ. FT. (1.14 1/2 ACRES).
 2. THE PROPERTY IS BOUNDARY BY DALLAS NORTH TOLLWAY TO THE NORTH, SPRING CREEK PKWY TO THE WEST, AND COMMUNICATIONS PKWY TO THE SOUTH.
 3. THE PROPERTY IS BOUNDARY BY HENRY B. GRAVOIS BLVD TO THE EAST AND MILLER BLVD TO THE EAST.
 4. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 5. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 6. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 7. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 8. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 9. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.
 10. THE PROPERTY IS BOUNDARY BY UNDEVELOPED LAND (RE) TO THE WEST, SOUTH, AND EAST.

ZONING EXHIBIT
 ZONING CASE 2011-32
NORTH 40 DEALERSHIP
 KDM10 ADDITION
 LOT BLOCK 1
 27,415 Acres Net
 Collin County

JOB # 11191-00
 File Name Exhibit 1 - Zoning Plan.dwg
 Drawn By PM, TT, SS

Good Fulton & Farrell Architects
 300 Belmont Street
 Suite 300
 Dallas, Texas 75201
 www.gfa.com

Client: KDM10 LLC
 Contact: Rick Stone
 2100 McKinney Ave.
 Suite 1700
 Dallas, TX 75201
 972.228.6870

ZONING CASE 2011-32

(RE)

Zoning Case 2011-32

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 27.4± acres out of the Henry B. Miller Survey, Abstract No. 614, located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment; with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of December, 2011, for the purpose of considering rezoning 27.4± acres out of the Henry B. Miller Survey, Abstract No. 614, located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of December, 2011; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 27.4± acres out of the Henry B. Miller Survey, Abstract No. 614, located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment, with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF DECEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2011-32

BEING all that certain lot, tract, or parcel of land situated in the Henry B. Miller Survey, Abstract No. 614, in the City of Plano, Collin County, Texas, and being part of a called 40.936 acre tract described in deed recorded in Document Number 2001-0054073 of the Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod found labeled "WAI" on the west line of the North Dallas Tollway (a variable width right-of-way) for the upper southeast corner of said 40.936 acre tract, said rod being the northeast corner of a called 5.000 acre tract described in deed to Parkway Professional Center, LLC, recorded in Document Number 20080207000149570 (DRCCT);

THENCE South, 89° 52' 04" West, 621.66 feet along the common line between said 40.936 acre tract and said 5.000 acre tract, to a 1/2-inch capped iron rod found labeled "WAI" for the common corner thereof,

THENCE South, 00° 06' 31" East, 439.53 feet along the common line between said 40.936 acre tract and said 5.000 acre tract, to a 1/2-inch capped iron rod found labeled "WAI" for the common corner thereof, said rod being on the north line of a called 121.2 acre tract described in deed to Acres of Sunshine, Ltd., recorded in Volume 4227, Page 827 (DRCCT);

THENCE South, 89° 44' 21" West, 911.19 feet along the common line between said 40.936 acre tract and said 121.2 acre tract, to a point for corner;

THENCE North, 00° 02' 24" West, 286.49 feet departing said line to a 1/2-inch iron rod found for the southeast corner of Lot 1, Block A, Haggard Stonegate Addition, an addition to the City of Plano according to the plat thereof recorded in Document Number 2010-79 of the Plat Records, Collin County, Texas (PRCCT), and being an inset corner of said 40.936 acre tract;

THENCE South, 89° 40' 30" East, 354.51 feet departing said common corner, to a point for corner;

THENCE North, 00° 02' 24" West, 805.16 feet to a point on the south line of a called 3.215 acre tract conveyed to the City of Plano by instrument recorded in Document Number 2002-0103540 (DRCCT) for right-of-way purposes, now being the south line of Spring Creek Parkway (a variable width public right-of-way);

THENCE along the south line of said right-of-way, the following courses:

North, 89° 55' 23" East, 325.50 feet;

North, 89° 44' 14" East, 779.64 feet;

Along an arc to the left, with a radius of 1,480.00 feet, a central angle of 03° 37' 29", an arc length of 93.63 feet, whose long chord bears North, 87° 55' 29" East, 93.61 feet;

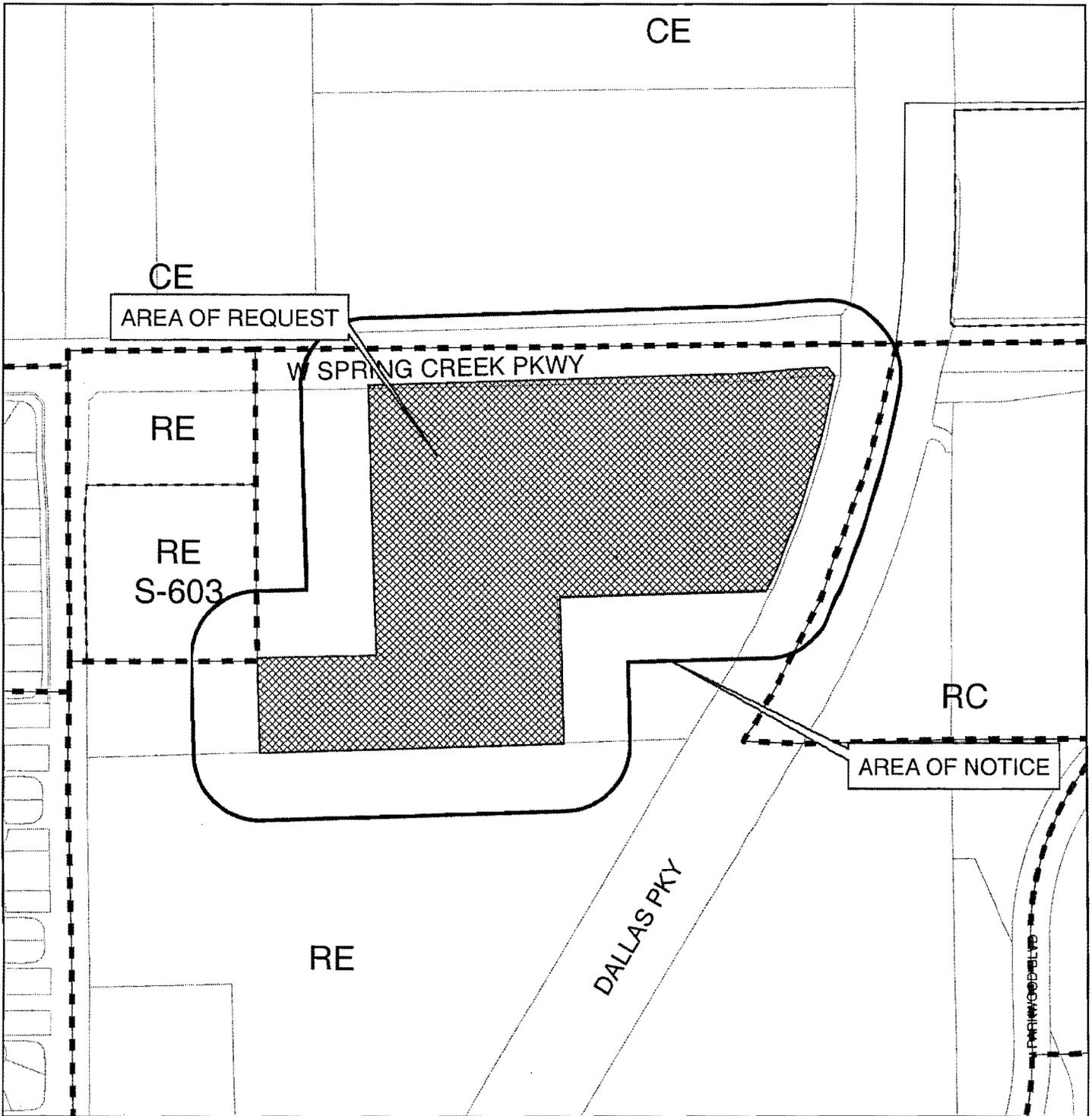
North, 86° 06' 45" East, 86.28 feet;

Along an arc to the right, with a radius of 1,320.00 feet, a central angle of 03° 37' 29", an arc length of 83.51 feet, whose long chord bears North, 87° 55' 29" East. 83.49 feet;

North, 89° 44' 14" East, 14.70 feet;

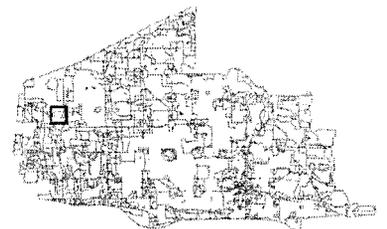
South, 39° 05' 06" East, 31.35 feet to a point on the common line between said 40.936 acre tract and said North Dallas Tollway;

THENCE along the common line between said 40.936 acre tract and said North Dallas Tollway, an arc to the right, with a radius of 2,714.79 feet, a central angle of 14° 16' 54", an arc length of 676.69 feet, whose long chord bears South, 19° 25' 11" West, 674.94 feet, the POINT OF BEGINNING and CONTAINING 1,194,179 square feet, or 27.415 acres of land.



Zoning Case #: 2011-32

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer



DATE: November 22, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 21, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2011-34
APPLICANT: ONE BANK AND TRUST**

Request for a Specific Use Permit for Arcade on 2.1± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval subject to City Council waiving the 300-foot distance requirement from residentially zoned property.

EH/dw

xc: Gary Rickenbach, One Bank And Trust
Seth Kelly, RLK Engineering, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 21, 2011

Agenda Item No. 7A

Public Hearing: Zoning Case 2011-34

Applicant: One Bank and Trust

DESCRIPTION:

Request for a Specific Use Permit for Arcade on 2.1± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

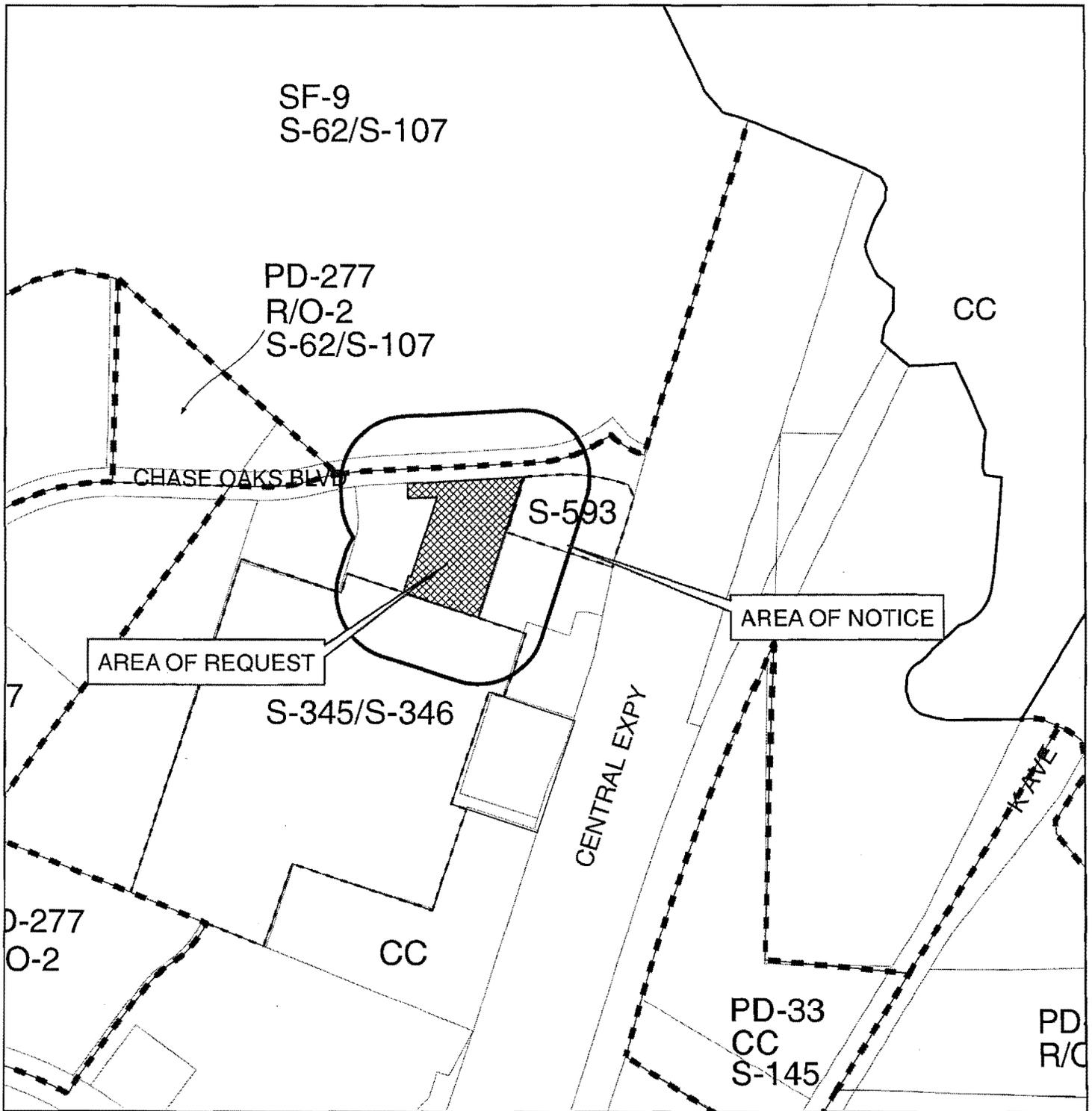
REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Arcade in a proposed commercial amusement (indoor) building. An arcade is defined as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application. The arcade will be operated in conjunction with a restaurant and commercial amusement (indoor) business.

The Zoning Ordinance prohibits arcades from being located within 300 feet of any religious facility or residential zoning district and within 1,000 feet of any public or parochial school. This site is approximately 50 feet south of a residential zoning district; however, the area is developed as a golf course. The closest residential development is a multifamily development approximately 900 feet to the west. The Zoning Ordinance allows City Council to waive the 300-foot distance requirement if it finds that the issuance of the SUP would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the residentially zoned area. The applicant is requesting a waiver of the 300-foot distance requirement. Staff supports the requested waiver since the residentially zoned property within the 300 foot distance is developed as a golf course.

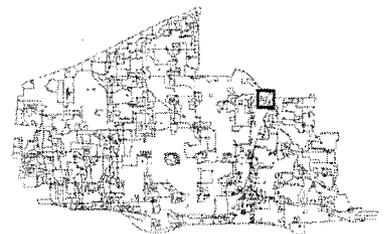
RECOMMENDATIONS:

Recommended for approval subject to City Council waiving the 300-foot distance requirement from residentially zoned property.

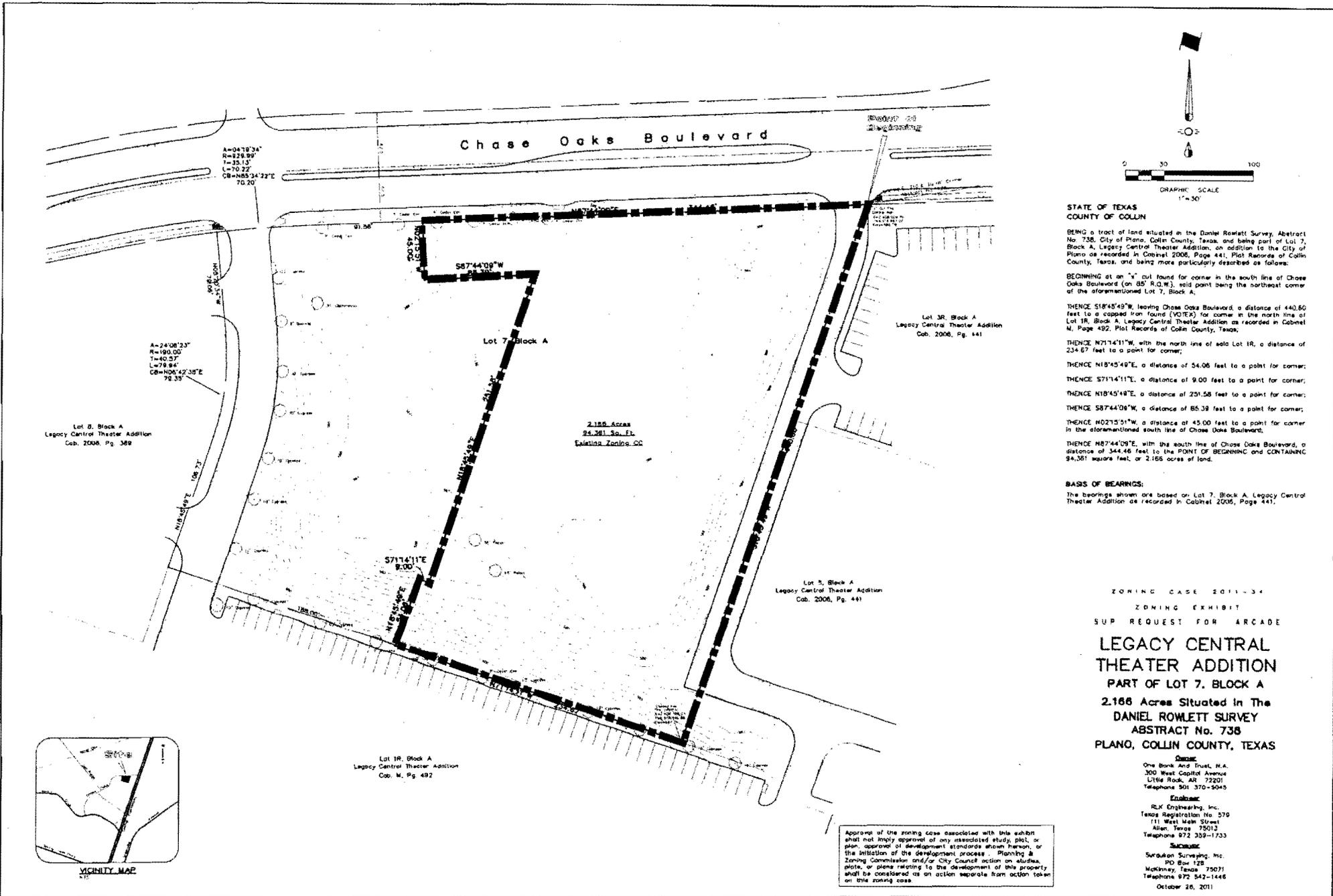


Zoning Case #: 2011-34

Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer



A=0418'34"
R=228.99'
I=35.13'
L=70.22'
CB=N65°34'32"E
70.20'

A=24°08'23"
R=190.00'
I=40.57'
L=78.84'
CB=N06°42'38"E
78.35'

Lot 8, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 388

Chase Oaks Boulevard

S87°44'09"W
28.30'

Lot 7, Block A

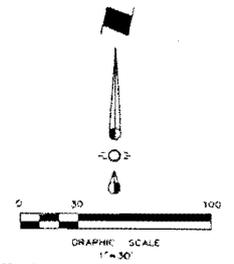
2.166 Acres
94,281 Sq. Ft.
Evelina Jacobs, DC

S71°14'11"E
9.00'

Lot 1R, Block A
Legacy Central Theater Addition
Cob. M, Pg. 492

Lot 3R, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 441

Lot 5, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 441



STATE OF TEXAS
COUNTY OF COLLIN
BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being part of Lot 7, Block A, Legacy Central Theater Addition, an addition to the City of Plano as recorded in Cabinet 2006, Page 441, Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut found for corner in the south line of Chase Oaks Boulevard (on 85' R.O.W.), said point being the northwest corner of the aforementioned Lot 7, Block A,

THENCE S18°45'49"W, leaving Chase Oaks Boulevard, a distance of 440.60 feet to a capped iron found (VOIE); for corner in the north line of Lot 1R, Block A, Legacy Central Theater Addition as recorded in Cabinet M, Page 492, Plat Records of Collin County, Texas,

THENCE N71°14'11"W, with the north line of said Lot 1R, a distance of 234.67 feet to a point for corner;

THENCE N18°45'49"E, a distance of 54.06 feet to a point for corner;

THENCE S71°14'11"E, a distance of 9.00 feet to a point for corner;

THENCE N18°45'49"E, a distance of 251.58 feet to a point for corner;

THENCE S87°44'09"W, a distance of 85.39 feet to a point for corner;

THENCE N02°15'51"W, a distance of 45.00 feet to a point for corner in the aforementioned south line of Chase Oaks Boulevard, a distance of 344.46 feet to the POINT OF BEGINNING and containing 94,361 square feet, or 2.166 acres of land.

BASIS OF BEARINGS:
The bearings shown are based on Lot 7, Block A, Legacy Central Theater Addition as recorded in Cabinet 2006, Page 441.

ZONING CASE 2011-34
ZONING EXHIBIT
SUP REQUEST FOR ARCADE

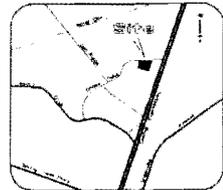
**LEGACY CENTRAL
THEATER ADDITION
PART OF LOT 7, BLOCK A**
2.166 Acres Situated in The
DANIEL ROWLETT SURVEY
ABSTRACT No. 738
PLANO, COLLIN COUNTY, TEXAS

Owner:
One Bank And Trust, N.A.
300 West Capitol Avenue
Little Rock, AR 72201
Telephone 501 370-5045

Engineer:
RLK Engineering, Inc.
Texas Registration No. 370
111 West Main Street
Allen, Texas 75012
Telephone 972 355-1733

Surveyor:
Surodon Surveying, Inc.
PO Box 120
McKinney, Texas 75071
Telephone 972 542-1446
October 26, 2011

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to the development of this property shall be considered as an action separate from action taken on this zoning case.



VICINITY MAP

Zoning Case 2011-34

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 616 so as to allow the additional use of Arcade on 2.1± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of December, 2011, for the purpose of considering granting Specific Use Permit No. 616 for the additional use of Arcade on 2.1± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of December, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 616 for the additional use of Arcade on 2.1± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 616 for the additional use of Arcade on 2.1± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. The minimum 300-foot separation distance between an arcade and residentially-zoned district is waived.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF DECEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2011-34

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being part of Lot 7, Block A, Legacy Central Theater Addition, an addition to the City of Plano as recorded in Cabinet 2006, Page 441, Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut found for corner in the south line of Chase Oaks Boulevard (an 85 foot right-of-way), said point being the northeast corner of the aforementioned Lot 7, Block A;

THENCE South, 18° 45' 49" West, leaving Chase Oaks Boulevard, a distance of 440.60 feet to a capped iron found (VOTEX) for corner in the north line of Lot 1R, Block A, Legacy Central Theater Addition as recorded in Cabinet M, Page 492, Plat Records of Collin County, Texas;

THENCE North, 71° 14' 11" West, with the north line of said Lot 1R, a distance of 234.67 feet to a point for corner;

THENCE North, 18° 45' 49" East, a distance of 54.06 feet to a point for corner;

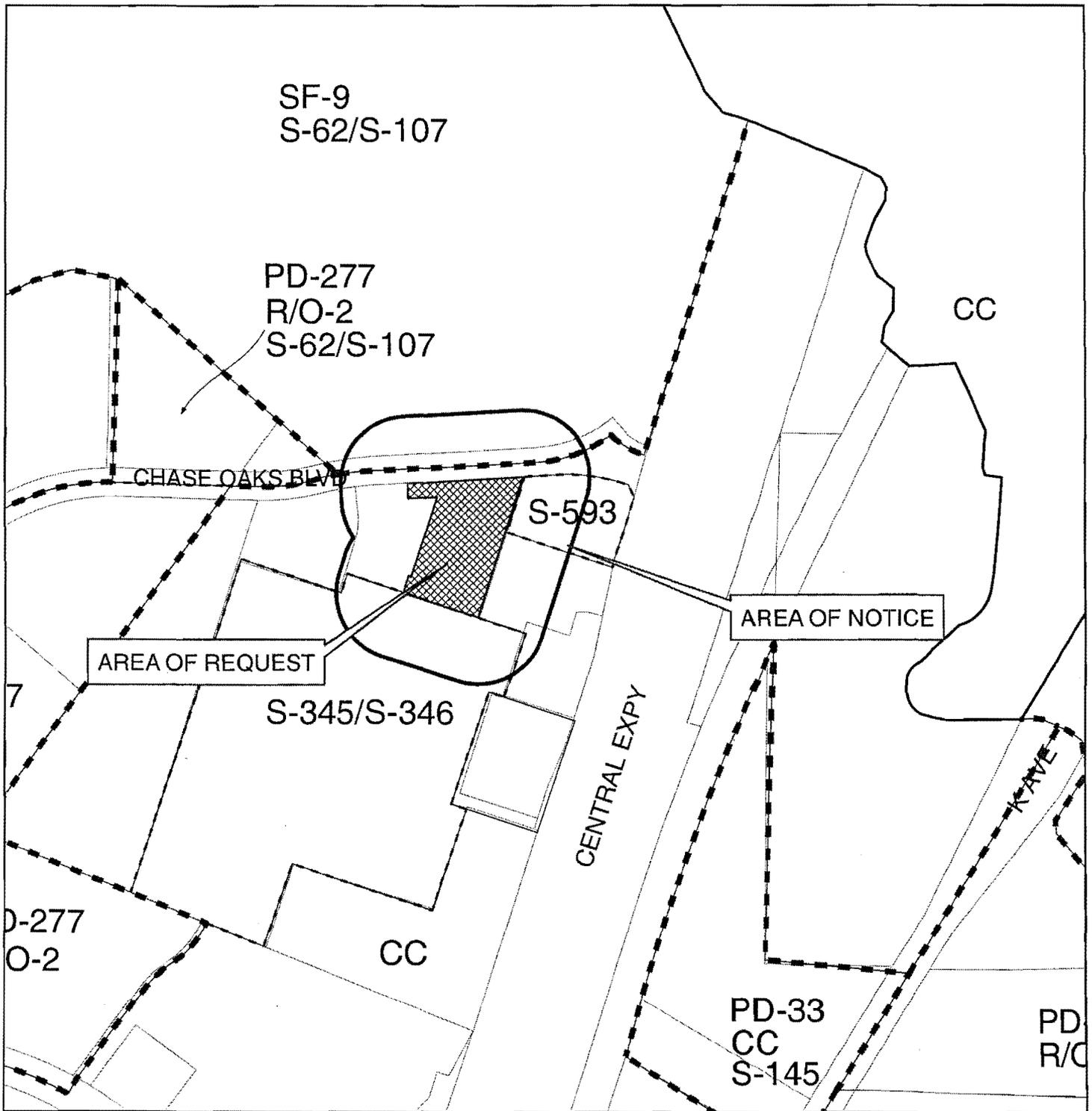
THENCE South, 71° 14' 11" East, a distance of 9.00 feet to a point for corner;

THENCE North, 18° 45' 49" East, a distance of 251.58 feet to a point for corner;

THENCE South, 87° 44' 09" West, a distance of 85.39 feet to a point for corner;

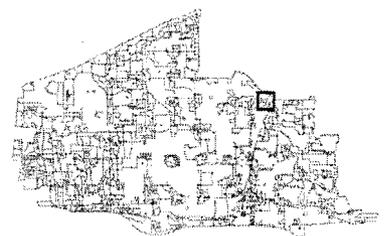
THENCE North, 02° 15' 51" West, a distance of 45.00 feet to a point for corner in the aforementioned south line of Chase Oaks Boulevard;

THENCE North, 87° 44' 09" East, with the south line of Chase Oaks Boulevard, a distance of 344.46 feet to the POINT OF BEGINNING and CONTAINING 94,361 square feet, or 2.166 acres of land.

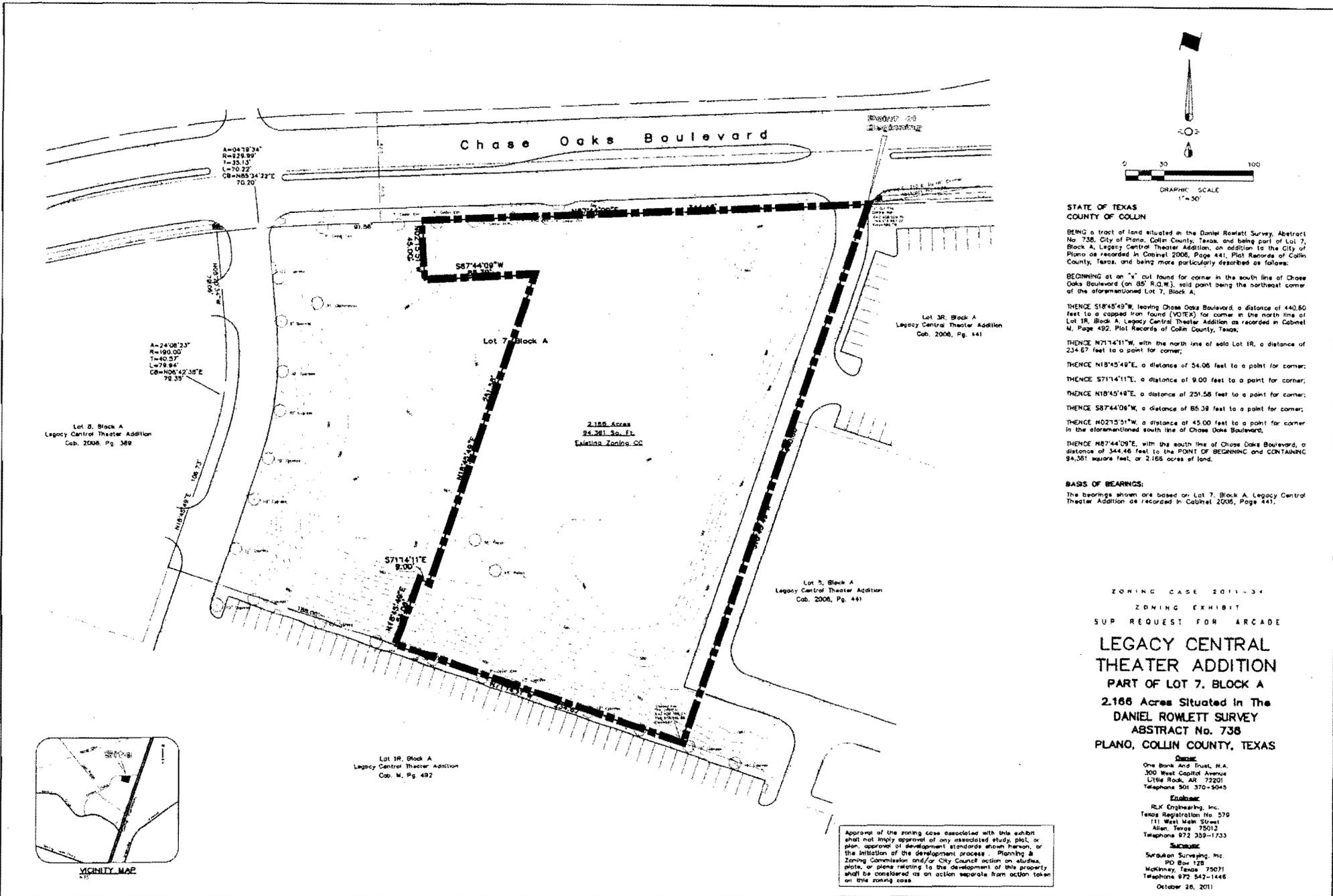


Zoning Case #: 2011-34

Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer



A=0418'34"
R=228.99'
I=35.13'
L=70.22'
CB=N65°34'32"E
70.20'

A=24°08'23"
R=190.00'
I=40.57'
L=78.84'
CB=N06°42'38"E
78.35'

Lot 8, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 388

Chase Oaks Boulevard

S87°44'09"W
28.30'

Lot 7, Block A

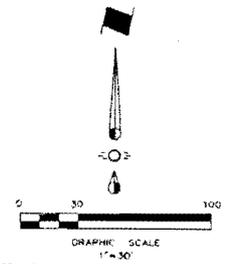
2.166 Acres
94,281 Sq. Ft.
Evelina Jacobs, DC

S71°14'11"E
9.00'

Lot 1R, Block A
Legacy Central Theater Addition
Cob. M, Pg. 492

Lot 3R, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 441

Lot 5, Block A
Legacy Central Theater Addition
Cob. 2006, Pg. 441



STATE OF TEXAS
COUNTY OF COLLIN

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being part of Lot 7, Block A, Legacy Central Theater Addition, an addition to the City of Plano as recorded in Cabinet 2006, Page 441, Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut found for corner in the south line of Chase Oaks Boulevard (on 85' R.O.W.), said point being the northwest corner of the aforementioned Lot 7, Block A,

THENCE S18°45'49"W, leaving Chase Oaks Boulevard, a distance of 440.60 feet to a capped iron found (N.O.E.) for corner in the north line of Lot 1R, Block A, Legacy Central Theater Addition as recorded in Cabinet M, Page 492, Plat Records of Collin County, Texas,

THENCE N71°14'11"W, with the north line of said Lot 1R, a distance of 234.67 feet to a point for corner;

THENCE N18°45'49"E, a distance of 54.06 feet to a point for corner;

THENCE S71°14'11"E, a distance of 9.00 feet to a point for corner;

THENCE N18°45'49"E, a distance of 251.58 feet to a point for corner;

THENCE S87°44'09"W, a distance of 85.39 feet to a point for corner;

THENCE N02°15'51"W, a distance of 45.00 feet to a point for corner in the aforementioned south line of Chase Oaks Boulevard,

THENCE N87°44'09"E, with the south line of Chase Oaks Boulevard, a distance of 344.46 feet to the POINT OF BEGINNING and CONTAINING 94,361 square feet, or 2.166 acres of land.

BASIS OF BEARINGS:

The bearings shown are based on Lot 7, Block A, Legacy Central Theater Addition as recorded in Cabinet 2006, Page 441.

ZONING CASE 2011-34
ZONING EXHIBIT
SUP REQUEST FOR ARCADE

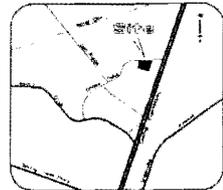
**LEGACY CENTRAL
THEATER ADDITION
PART OF LOT 7, BLOCK A**
2.166 Acres Situated in The
DANIEL ROWLETT SURVEY
ABSTRACT No. 738
PLANO, COLLIN COUNTY, TEXAS

Owner:
One Bank And Trust, N.A.
300 West Capital Avenue
Little Rock, AR 72201
Telephone 501 370-5045

Engineer:
RLK Engineering, Inc.
Texas Registration No. 370
111 West Main Street
Allen, Texas 75012
Telephone 972 352-1733

Surveyor:
Sutakon Surveying, Inc.
PO Box 120
McKinney, Texas 75071
Telephone 972 542-1446
October 26, 2011

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to the development of this property shall be considered as an action separate from action taken on this zoning case.



VICINITY MAP

DATE: December 6, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 5, 2011

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2011-36
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding transit centers and transit stations/turnarounds.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval subject to the following: (Additions are indicated in underlined text and deletions as struck through.)

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

Transit Center/Station: Any premises for the loading and unloading of passengers by a public or private transit company including ~~and~~ the temporary parking of transit vehicles between routes or during stop overs and excluding overnight parking, ~~and~~ storage and maintenance of transit vehicles. This definition shall not include bus stops along rights-of-way.

~~**Transit Station/Turnaround:** Passenger terminal or loading facilities for a privately or publicly owned transit system.~~

Transportation and Utility Structures/Facilities: Permanent facilities and structures operated by companies engaged in providing transportation and utility services including, but not limited to, railroad track rights-of-way, sewage pumping stations, telephone exchanges, ~~transit station turnarounds~~, water reservoirs, and water pumping stations

Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) such portion of subsection to read as follows:

Nonresidential Zoning Districts

Permitted Uses	Category													
		O-1 - Neighborhood Office												
		O-2 - General Office												
		R - Retail												
		BG - Downtown Business/Government												
		LC - Light Commercial												
		CE - Commercial Employment												
		CB-1 - Central Business-1												
		LI-1 - Light Industrial-1												
		LI-2 - Light Industrial-2												
		RE - Regional Employment												
		RC - Regional Commercial												
		RT - Research/Technology Center												
		CC - Corridor Commercial												
Transit Center/ <u>Station</u>	Trans. Utility & Comm.	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ	Ⓟ

Residential Zoning Districts

Permitted Uses	Category													
		A - Agriculture												
		ED – Estate Development												
		SF-20 – Single-Family-20												
		SF-9 – Single-Family-9												
		SF-7 – Single-Family-7												
		SF-6 – Single-Family-6												
		PH - Patio Home												
		2F - Two-Family (Duplex)												
		SF- A – Single-Family-Attached												
		MH - Mobile												
		MF - 1 – Multifamily-1												
		MF - 2 – Multifamily-2												
		MF - 1 – Multifamily-1												
		GR - General Residential												
		UR – Urban Residential												
Transit Center/ <u>Station</u>	Trans. Utility & Comm.												Ⓟ	

FOR CITY COUNCIL MEETING OF: this meeting, see www.planotx.org)

December 20, 2011 (To view the agenda for

PUBLIC HEARING - ORDINANCE

BM/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 5, 2011

Agenda Item No. 8

Public Hearing: Zoning Case 2011-36

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding transit centers and transit stations/turnarounds.

REMARKS:

On October 17, 2011, the Planning & Zoning Commission called a public hearing to consider amendments to the Zoning Ordinance regarding transit centers and transit stations/turnarounds, including amending the definitions and schedule of permitted uses (use charts) to determine appropriate districts in which to allow these uses.

There has been increased interest from public and private transportation companies wanting to operate within the city limits to provide for various transportation options to the public. The Zoning Ordinance allows for transit centers by right or with specific use permit in many of the nonresidential districts, and by right in the General Residential district. However, given the need for large parking areas and superior access to major roadways, not all properties within these zoning districts are appropriate for transit center uses. Additionally, there are some districts, such as the Retail district, where it may be appropriate to allow for this use to occur. Staff believes it is appropriate to evaluate uses, their definitions, and permitted districts periodically to ensure their appropriateness within the community. As such, staff recommends that the Commission consider amending and/or deleting the following definitions that are currently in the Zoning Ordinance.

Proposed Definitions

Transit Center/Station: Any premises for the loading and unloading of passengers by a public or private transit company including and the temporary parking of transit vehicles between routes or during stop overs and excluding overnight parking, and storage and maintenance of transit vehicles. This definition shall not include bus stops along rights-of-way.

The transit center/station definition should be amended to apply to both public and private companies providing transit service, as well as clearly exclude maintenance of transit vehicles. There are other uses within the Zoning Ordinance that address overnight storage and maintenance of transit vehicles such as Truck/Bus Repair and Service Yards of Governmental Agencies. Additionally, bus stops along right-of-way should be exempt from this definition so that it is clear that this definition is not intended to regulate the bus stops that are commonly found on public streets.

~~**Transit Station/Turnaround:** Passenger terminal or loading facilities for a privately or publicly owned transit system.~~

Staff proposes to delete the term transit station/turnaround and its definition because this activity is being addressed in the transit center/station definition as noted above. In addition, transit station/turnaround is only a defined term and is not a “use” within the Schedule of Permitted Uses (use charts).

Transportation and Utility Structures/Facilities: Permanent facilities and structures operated by companies engaged in providing transportation and utility services including, but not limited to, railroad track rights-of-way, sewage pumping stations, telephone exchanges, ~~transit station turnarounds~~, water reservoirs, and water pumping stations.

The reference to transit station/turnarounds in the definition above needs to be eliminated due to this term being recommended for deletion.

Zoning Districts

Based on land use compatibility, the need for large parking areas, and superior access to major roadways, staff recommends that the proposed transit center/station use defined above be allowed with specific use permit (SUP) in all nonresidential zoning districts. The SUP requirement will provide the city an opportunity to evaluate each property being proposed as a transit center/station and determine its’ appropriateness. Additionally, staff recommends that transit center/station be prohibited within the General Residential district for consistency with the city’s other residential districts.

The transportation and utility structure/facilities use is presently allowed by right in all residential and nonresidential districts. Staff recommends no changes be made to these districts due to the need for being able to provide these infrastructure needs throughout the city.

RECOMMENDATION:

Recommended for approval subject to the following: (Additions are indicated in underlined text and deletions as struck through.)

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

Residential Zoning Districts

Permitted Uses	Category															
<u>Transit Center/Station</u>	Trans. Utility & Comm.															
		A - Agriculture	ED – Estate Development	SF-20 – Single-Family-20	SF-9 – Single-Family-9	SF-7 – Single-Family-7	SF-6 – Single-Family-6	PH - Patio Home	2F - Two-Family (Duplex)	SF- A – Single-Family-Attached	MH - Mobile	MF - 1 – Multifamily-1	MF - 2 – Multifamily-2	MF - 1 – Multifamily-1	GR - General Residential	UR – Urban Residential

Zoning Case 2011-36

An Ordinance of the City of Plano, Texas, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding transit centers and transit stations/turnarounds and other related facilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of December, 2011, for the purpose of considering a change in the Zoning Ordinance; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of December, 2011; and

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

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

Section I. Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of section to read as follows:

Residential Zoning Districts

Permitted Uses	Category															
		A - Agriculture	ED – Estate Development	SF-20 – Single-Family-20	SF-9 – Single-Family-9	SF-7 – Single-Family-7	SF-6 – Single-Family-6	PH - Patio Home	2F - Two-Family (Duplex)	SF- A – Single-Family-Attached	MH - Mobile	MF -1 – Multifamily-1	MF - 2 – Multifamily-2	MF - 1 – Multifamily-1	GR - General Residential	UR – Urban Residential
Transit Center/ Station	Trans. Utility & Comm.															

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

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF DECEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY