



CITY COUNCIL

**1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers**

DATE: April 22, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Pastor Sam Fenceroy - Mt. Olive Church Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: HIPsters from the Nonprofit Organization "My Possibilities"

OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Proclamation: April is National Child Abuse Prevention Month. **Presented**

Proclamation: April is Sexual Assault Awareness Month (SAAM). **Presented**

Proclamation: Fair Housing Month and National Community Week are in April. **Presented**

Proclamation: Bruce D. Glasscock Day is April 22, 2019. **Presented**

OATHS OF OFFICE

Community Relations Commission

Salim Virani

COMMENTS OF PUBLIC INTEREST

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.

CONSENT AGENDA

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.

Approval of Minutes

- (a) April 8, 2018 **Approved**

Approval of Expenditures

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

- (b) RFP No. 2019-0032-C for a three (3) year contract for an Information Technology Service Management (ITSM) System for Technology Services to Carahsoft Technology Corporation in the total amount of \$397,808; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0251-B for Concrete Sidewalk Repairs Various Locations - 2019, Project No. 7053, for Public Works Department to Jim Bowman Construction Company, L.P. in the amount of \$655,800; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0084-C for a four (4) year contract with two (2) City-optional one-year renewals for Aclara Star Meter Transmission Units and Related Installation Hardware to Core & Main LP in the estimated amount of \$10,157,180; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the lease of citywide computer equipment in the estimated amount of \$3,095,079 from Dell Financial Services, L.L.C. and the purchase of services for destruction of hard drives, resale of legacy systems, and training, for an estimated amount of \$156,093, from Dell Marketing, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3763) **Approved**
- (f) To approve the purchase of four (4) Husqvarna FS7000 Diesel Concrete Saws for Fleet Services to be utilized by Streets and Municipal Drainage Operations in the amount of \$163,960 from Kirby-Smith Machinery, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 515-16) **Approved**

- (g) To approve the purchase of one (1) Komptech Multistar XL3 Trommel Screen for Fleet Services to be utilized by Compost Operations in the amount of \$729,608 from Powerscreen Texas, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 515-16) **Approved**
- (h) To approve the purchase of playground equipment for Buckhorn Park for the Parks and Recreation Department in the estimated amount of \$200,358 from Whirlix Design LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 512-16) **Approved**
- (i) To approve the purchase of Haggard Library Furniture in the amount of \$195,105 from Wilson Office Interiors, LLC and McKinney Office Supply, Inc. through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 17-7126, 11-71060 and 18-7109; TIPS 180305; Sourcewell 031715-KII and 031715-PHL; and Choice Partners 15/031CG-12) **Approved**

Approval of Contract Modification

- (j) To ratify an increase to the current awarded contract amount of \$47,262 by \$8,016, for a total contract amount of \$55,278, for construction materials testing services at Windhaven Meadows Park from Terracon Consultants, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Project No. 6989; Contract Modification No. 1) **Approved**
- (k) To approve the terms and conditions of a Fourth Amendment to the Communications Facilities License Agreement (Site # DX0288) by and between the City of Plano, Texas, and New Cingular Wireless, PCS, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. **Approved**
- (l) To approve the terms and conditions of a Fifth Amendment to Communications Facilities License (Site # DX1038) by and between the City of Plano, Texas, and New Cingular Wireless PCS, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. **Approved**

Approval of Contract / Agreement

- (m) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Shutterfly, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (n) To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2020-2030 by and between Shutterfly, Inc., a Delaware corporation, and the City of Plano, Texas, authorizing its execution by the City Manager; and providing an effective date. **Approved**

- (o) To approve a contract made and entered into by and between the City of Plano, and Frank Phillips, the Elections Administrator of Denton County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 4, 2019 Joint General and Special Election and City Runoff Election, if necessary, in the amount of \$10,631; and authorizing the City Manager to execute all necessary documents. **Approved**
- (p) To approve an Interlocal Cooperation Agreement by and between the City of Plano and The University of Texas at Dallas, a component institution of The University of Texas System, for a Collaboration Research project for Air Quality Monitors in the amount of \$50,800 for the first year and \$24,200 for the second year, for a total of \$75,000; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2019-0155-I) **Approved**
- (q) To approve and authorize the First Amended and Restated Interlocal Cooperation Agreement by and between the City of Plano and City of Richardson to provide basic police officer training; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (r) **Resolution No. 2019-4-4(R):** To repeal Resolution No. 2014-4-7(R) and replace it with a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager; and providing an effective date. **Adopted**
- (s) **Resolution No. 2019-4-5(R):** To authorize continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eight cents (\$0.08) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. **Adopted**
- (t) **Resolution No. 2019-4-6(R):** To find that Oncor Electric Delivery Company LLC's ("Oncor") application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date. **Adopted**

Adoption of Ordinances

- (u) **Ordinance No. 2019-4-7:** To repeal and replace Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date. **Adopted**

- (v) **Ordinance No. 2019-4-8:** To amend Section 21-51, Waste water prohibited, and Section 21-52, Fugitive water flow prohibited, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to prohibit watering during the hours of 10:00 a.m. to 6:00 p.m. during the months of April through October; and prohibit watering that results in the formation of ice on streets, alleys or sidewalks, and providing a penalty clause; a repealer clause; a severability clause; a publication clause; a savings clause and an effective date. **Adopted**
- (w) **Ordinance No. 2019-4-9:** To amend the existing Building Inspections Department Fee Schedule to provide City Services and Programs; repealing all previous Fee Schedules and charges for services listed in the Building Inspections Department Fee Schedule and providing a repealer clause, a severability clause, and an effective date. **Adopted**
- (x) **Ordinance No. 2019-4-10:** To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish a no stopping, standing, or parking zone on a certain section of Lakebrook Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**
- (y) **Ordinance No. 2019-4-11:** To abandon all right, title and interest of the City, in and to a portion of that 15 foot Water Line Easement, located in the City of Plano, Collin County, Texas, a part of the Hugh N. Thompson Survey, Abstract Number 896, and being a part of Block A, Lot 2, Legacy Town Center North No. 2, an addition to the City of Plano as recorded in Volume 2007, Page 211, Official Plat Records of Collin County, Texas, and being a part of that called 5.2044 acre tract of land described in deed to Red Spur, LLC as recorded in Document Number 20171115001521950, Official Public Records of Collin County, Texas, and also being a part of that 15 foot wide water line easement to the City of Plano as recorded in Volume 4167, Page 380, Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Red Spur LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

- (1) Public Hearing and consideration of a request to waive the fifty (50) foot maximum height requirement for the construction of a flagpole, as required by Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501(a), to allow a flagpole to exceed the fifty (50) foot height requirement by 30 feet for an overall height of 80 feet to be located at 4641 Hedgcoxe Road, Plano, Texas. Applicant: Service First
Conducted and approved with flagpole use restriction
- (2) **Public Hearing and adoption of Ordinance No. 2019-4-12** as requested in Zoning Case 2019-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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: Remington Summit, LLC
Conducted and adopted
- (3) **Public Hearing and adoption of Ordinance No. 2019-4-13** as requested in Zoning Case 2018-034 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 103.6 acres of land located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; 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. Applicants: MM CCM 48M, LLC; JCPenney Company, Inc.; and National Retail Properties, LP
Conducted and adopted
- (4) **Second Reading and adoption of Ordinance No. 2019-4-14** to amend Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC. (First reading held March 19, 2019.)
Second reading conducted and adopted
- (5) Consideration of naming the 7.1 acre park site located on the west side of Communications Parkway and north of Legacy Drive, Bruce Glasscock Park.
Approved

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: April is National Child Abuse Prevention Month. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 4/22/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: April is Sexual Assault Awareness Month (SAAM). **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: Fair Housing Month and National Community Week are in April. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: Bruce D. Glasscock Day is April 22, 2019. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Community Relations Commission
Salim Virani

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

April 8, 2018 **Approved**

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	4/17/2019	Minutes
Regular Session Minutes	4/17/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 8, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Rick Smith

COUNCIL MEMBERS ABSENT

Tom Harrison

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy City Manager
Jack Carr, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, April 8, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss Real Estate, Section 551.072; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:50 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
 - Personnel – Reappointment of North Texas Municipal Water District Board Member**
Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Kelley, the Council voted 7-0, to reappoint Phil Dyer to the North Texas Municipal Water District Board.
- **Personnel – Appointment of Community Relations Commission Interim Member**
Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 7-0, to appoint Salim Sadruddin Virani to the Community Relations Commission as an Interim Member.
- **Environmental Waste Services Collection Service Modifications**
- **Plano Fire-Rescue Year End report**
- **Building Inspection Fee Study Presentation**

- **Consent and Regular Agendas**
Staff pulled Item J for individual consideration.
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:43 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
April 8, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Rick Smith

COUNCIL MEMBERS ABSENT

Tom Harrison

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy City Manager
Jack Carr, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, April 8, 2019 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Student Ministry Pastor Jeremy LeBlanc with Chase Oaks Church – Legacy Campus led the invocation and Fire-Rescue Explorer Post 215 led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: Plano Super Bowl Stars Day, recognizing former Plano Senior High School Wildcats team members Rex Burkhead and Joseph Noteboom.

Proclamation: National Volunteer Week is April 7 – 13, 2019 and recognizes the impact volunteers have on their communities.

Presentation: Five teen volunteers are receiving the President's Volunteer Service Award.

Proclamation: National Crime Victims' Rights Week, honoring the rights of victims to be heard and treated fairly, April 7 – 13, 2019.

Presentation: The Plano Public Library System has once again received the Texas Municipal Library Directors Association Achievement of Library Excellence Award.

Oath of Office

Plano Housing Authority – Betty Arguello

Comments of Public Interest

No one appeared to speak.

Consent Agenda

MOTION: Upon a motion made by Council Member Grady and seconded Deputy Mayor Pro Tem Miner, the Council voted 7-0, to approve all items on the Consent Agenda, with the exception of Item “J”, as follows:

Approval of Minutes

March 25, 2019

(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2019-0214-B for a one-year contract for the purchase of Outside Plant Singlemode Fiber Cable for Technology Services to Millennium Communication & Electrical Products in the estimated annual amount of \$364,000 and Simba Industries in the estimated annual amount of \$23,770, for a total estimated amount of \$387,770; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

CSP No. 2019-0119-B for OSP Fiber Cabling Network, Phase I, Project No. 7074, to Gardner Telecommunications, LLC in the amount of \$1,659,447; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFP No. 2018-0204-C for a four-year contract with two City-optional three-year renewals for Credit Card Payment Processing Services to Fidelity Information Services, LLC in the estimated amounts of \$6,000,000 for the first four-year term, \$7,300,000 for the first optional three-year renewal, and \$11,200,000 for the second optional three-year renewal; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Approval of Contract Modification

To approve an expenditure for the purchase of Health Care Advocacy Services for nineteen months in the estimated amount of \$199,500 from Life Account LLC dba Compass Professional Health Services for Human Resources; and authorizing the City Manager to execute all necessary documents. (Contract No. 2013-381-I; Modification No. 2) (Consent Agenda Item “E”)

Approval of Expenditure

To approve an expenditure for Construction Materials Testing Services for Carpenter Park North Athletic Field Improvements, Project No. 6935, in the amount of \$236,090 from FUGRO USA Land, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve an expenditure in the amount of \$34,226 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an expenditure for Construction Materials Testing Services for the Police Substation at McDermott and Robinson, Project No. 6805, in the amount of \$114,588 from Terracon Consultants, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Contract / Agreement

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow employees of the City of Murphy to participate in training programs offered by the City of Plano Professional Development Center in the estimated annual receivable amount of \$3,500; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2019-0213-I) (Consent Agenda Item “I”)

Adoption of Ordinances

Ordinance No. 2019-4-1: To repeal Ordinance No. 2019-3-10 and replace it with this Ordinance for the purpose of correcting a clerical error, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-207-Retail on 134.5 acres of land located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Consent Agenda Item “K”)

END OF CONSENT AGENDA

Resolution No. 2019-4-2(R): To approve the Investment Portfolio Summary for the quarter ended December 31, 2018; and providing an effective date. (Consent Agenda Item “J”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Ricciardelli, the Council voted 7-0, to approve the Investment Portfolio Summary for the quarter ended December 31, 2018; and further to adopt Resolution No. 2019-4-2(R).

Public Hearing and adoption of Ordinance No. 2019-4-3 to adopt Youth Program Standards of Care for the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Regular Item 1)

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

MOTION: Upon a motion made by Council Member Smith and seconded by Council Member Prince, the Council voted 7-0, to adopt Youth Program Standards of Care for the City of Plano; and further to adopt Ordinance No. 2019-4-3.

With no further discussion, the Regular City Council Meeting adjourned at 7:40 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Sharron Mason - Ext. 7247

CAPTION

RFP No. 2019-0032-C for a three (3) year contract for an Information Technology Service Management (ITSM) System for Technology Services to Carahsoft Technology Corporation in the total amount of \$397,808; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, CIP

FISCAL YEAR:	2018-19 thru 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		433,603	1,566,397	142,108	2,142,108
Encumbered/Expended Amount		-433,603	-493,368	0	-926,971
This Item		0	-255,700	-142,108	-397,808
BALANCE		0	817,329	0	817,329

FUND(S): Technology Improvements Fund (CIP) & Technology Services Fund

COMMENTS: Funding for this item is available in the 2018-19 Technology Improvements CIP Fund and Technology Services Fund. This request is to award a three-year contract to purchase ServiceNow Information Technology Service Management (ITSM) solution from Carahsoft Technology Corporation, in the amount of \$255,700, which will leave a remaining balance of \$817,329 for other expenditures in the 2018-19 Technology Improvements CIP Fund. Funding for future year expenditures are available in the Technology Services Fund in the annual amount of \$71,054 for the 2019-20 and 2020-21 Budgets. All future year expenditures will occur within council approved appropriations.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/11/2019	Memo
RFP Recap	4/11/2019	RFP Recap

Date: February 13, 2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation for RFP 2019-0032-C Information Technology Service Management System.

As part of the continuing NextGen program developed to reduce risk, modernize technology, increase productivity, decrease cost, and leverage redundancy, Technology Services recommends the procurement of the ServiceNow Information Technology Service Management (ITSM) solution from Carahsoft Technology Corporation. Technology Services is currently using an outdated service management ticketing system. The current system makes it difficult to establish and maintain Service Level Agreements with our internal business partners, deliver data-driven decisions, managing and tracking staff work effort and performance, and provide performance metrics on incidents, requests, and other O&M initiatives. This ITSM solution will allow for streamlining manual business processes and automating workflows, which will allow for a timelier incident resolution and service request fulfillment. It will also provide a catalog of Technology Services from one central location, thereby creating a more reliable and satisfying customer experience.

As part of this process, Technology Services sought out an all-encompassing solution that follows the Information Technology Infrastructure Library's (ITIL) best practices and is both configurable and integrates with existing systems. Service Now, following the ITIL methodology, will provide the City with Incident Management, Problem Management, Change Management, Release Management, and Asset Management. In addition to these areas, this RFP requested the inclusion of a Knowledge Base and Service Catalog to help expedite ticket resolution and service requests respectively.

Following the City's process, an RFP was issued for an enterprise-class ITSM system, which meets the needs of the department both currently and in the future state. The City's evaluation team reviewed each component of the RFP, evaluated the respondents on:

CRITERIA	WEIGHT
Solution interfaces via RESTful API web services	Pass / Fail
Vendor Hosted Solution – Solution meets FEDRAMP Requirements	Pass / Fail
Quality of Proposed Solution (Section III, VII)	40 Points Possible
ITSM System (RTM 6.3.1 – 6.3.218)	20 Points
Infrastructure	7 Points
Reports and Dashboards	7 Points
Documentation	3 Points
Service Level Agreement	3 Points
Work History/Company Overview (Section II, VI)	10 Points Possible
References – Past Performance	4 Points
Work History- Company Information & Experience	3 Points
Knowledge & Skills of Key Personnel	3 Points
Solution Delivery (Section IV, V)	10 Points Possible
Transition Plan to Operations	2 Points
Project Schedule	4 Points
Test Plan	2 Points
Training Plan	2 Points
Cost (Section VIII)	40 Points Possible
Total	100 Points Possible

The City received a response from only one vendor, and after thoroughly reviewing the vendor's response, Carashsoft Technology Corporation ServiceNow solution was determined to meet and, in some areas, exceed the needs of the Technology Services department.

ServiceNow is an industry leading Information Technology Service Management solution. In 2018, for the 5th consecutive year, it was named the leader in the Gartner Magic Quadrant for ITSM solutions.

The total dollar value for this procurement is \$397,807.76 paid for out of the NextGen Application Modernization Project (#94309) from the NextGen Technology Improvements Fund (029). Payments will be made on an annual basis as detailed below:

Year 1: \$255,699.92 which includes \$193,371.92 in implementation, consulting, and training costs.

Year 2: \$71,053.92

Year 3: \$71,053.92

If we do not procure this solution, Technology Services will not be able to keep the legacy system running, realize the increase of productivity or business process efficiencies, and will struggle to modernize IT operations as a result of the outdated ticketing system. Many technologies are provided to a variety of departments; very few requests are made for Technology Services specifically, and this technology is essential to continue the modernization of our program.

CITY OF PLANO

RFP No.: 2019-0032-C
RFP for Information Technology Service Management (ITSM) System
RFP RECAP

RFP Opening Date/Time: **Wednesday, November 28, 2018 @ 2:00 p.m. (CT)**

Number of Vendors Notified: 8158

Vendors Submitting "No Bids": None

Number of Proposals Considered: 1

Carahsoft Technology Corporation \$399,818.72

Recommended Vendor(s):

Carahsoft Technology Corporation \$397,807.76 (Best and Final)

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

Sharron Mason

March 28, 2019

Sharron Mason
Sr. Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2019-0251-B for Concrete Sidewalk Repairs Various Locations - 2019, Project No. 7053, for Public Works Department to Jim Bowman Construction Company, L.P. in the amount of \$655,800; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19; 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		3,577,202	2,410,798	25,250,000	31,238,000
Encumbered/Expended Amount		-3,577,202	-3,821,123	0	-7,398,325
This Item		0	-492,800	-163,000	-655,800
BALANCE		0	-1,903,125	25,087,000	23,183,875

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2018-19 Street Capital Maintenance Fund budget. Concrete sidewalk repairs at various locations, totaling \$655,800 will leave a balance of \$23,183,875 available for future expenditures related to sidewalk repairs and maintenance throughout Plano. The additional funds of \$1,903,125 for this current fiscal year will be covered from other Street Capital Maintenance Fund projects.

SUMMARY OF ITEM

Public Works Department recommends the bid for the Concrete Sidewalk Repairs Various Locations - 2019 Project to Jim Bowman Construction Company, L.P., in the amount of \$655,800.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of over 350 sidewalks at various locations throughout the City of Plano, generally north of Parker Road.

If not awarded by Council, these sidewalks will remain in an unsafe condition.

Engineer's estimate for this project is \$795,000.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/3/2019	Map
Bid Recap	4/3/2019	Bid Recap

CITY OF PLANO

Bid No. 2019-0251-B

Concrete Sidewalk Repairs Various Locations - 2019

Project No. 7053

Bid Recap

Bid opening Date/Time: March 5, 2019 @ 10:30 AM

Number of Vendors Notified: 2138

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 11

Number of Bids Withdrawn: 1

Number of Bids Submitted Non-responsive: 0

<u>Vendor Name</u>	<u>Total Base Bid</u>
Jim Bowman Construction Company, L.P.	\$655,800.00
Advanced Contracting Group	\$661,400.00
SPI Asphalt LLC	\$722,955.00
VA Construction, Inc.	\$723,187.50
Ti-Zack Concrete, Inc.	\$747,000.00
HQS Construction LLC	\$748,400.00
FNH Construction LLC	\$763,150.00
Muniz Construction	\$804,650.00
EJ Smith Construction	\$984,904.00
Highway Intelligent Traffic Solutions Inc.	\$1,246,604.50

Recommended Vendor(s):

Jim Bowman Construction Company, L.P.	\$655,800.00
---------------------------------------	--------------

Nancy Corwin

Nancy Corwin, Buyer

March 5, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: CUS

Department Head: Denise Tacke

Agenda Coordinator: Nik Winter x7569

CAPTION

RFB No. 2019-0084-C for a four (4) year contract with two (2) City-optional one-year renewals for Aclara Star Meter Transmission Units and Related Installation Hardware to Core & Main LP in the estimated amount of \$10,157,180; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, CIP

FISCAL YEAR: 2018-19 through 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,920,137	18,750,000	25,670,137
Encumbered/Expended Amount	0	-337,251	0	-337,251
This Item	0	-1,269,648	-8,887,532	-10,157,180
Balance	0	5,313,238	9,862,468	15,175,706

FUND(S): WATER & SEWER FUND and WATER CIP

COMMENTS: This item approves price quotes for providing meter transmission units and hardware installation. Funding for this item is available in the 2018-19 Water CIP and is planned for future years. Expenditures will be made from both Water CIP and the Utility Billing Field Services cost center within the approved budget appropriations for the fiscal year. The estimated expenditure for the meter transmission units to be purchased from this contract for FY 2018-19 is \$1,269,648 and will leave a balance of \$15,175,706 available for future expenditures related to the water meter change-out program.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Award Recommendation Memo	4/11/2019	Memo
Recap	4/12/2019	Informational

Date: April 4, 2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Denise Tacke, Director of Finance 

Subject: Aclara Star Meter Transmission Units and related installation hardware
Solicitation No. 2019-0084-C

We have been approved for an AMR/Meter Replacement Project which includes replacing approximately 84,000 Meter Transmission Units. The solicitation included pricing for Meter Transmission Units and related hardware.

Therefore, we recommend award to Core & Main LP, who is the lowest responsive, responsible bidder meeting specifications in the amount of \$10,157,180.00.

Failure to award this contract would eliminate our ability to move forward with the AMR/Meter Replacement Project.

CITY OF PLANO

RFB No. 2019-0084-C

Aclara Star Meter Transmission Units and Related Installation Hardware

Bid Recap

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Proposal Opening Date/Time: March 28, 2019 at 3:00 PM

Number of Vendors Notified: 2,992

Vendors Submitting “No Bids”: 0

Number of Bids Deemed Non-Responsive: 1

Number of Responsive Bids Submitted: 2

VENDOR NAME

BID

Core & Main LP

Lot 1—\$9,401,400.00

Lot 2—\$165,440.00

Lot 3—\$29,040.00

Lot 4—\$249,800.00

Lot 5—\$311,500.00

Begus Online LLC

Lot 1—Non-responsive for this lot

Lot 2—\$1,899,920.00

Lot 3—5,346,000.00

Lot 4—No bid

Lot 5—No bid

RECOMMENDED VENDOR

Core & Main LP

All lots—\$10,157,180.00

Nik Winter, Contract Specialist

March 29, 2019



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Nik Winter x7569

CAPTION

To approve the lease of citywide computer equipment in the estimated amount of \$3,095,079 from Dell Financial Services, L.L.C. and the purchase of services for destruction of hard drives, resale of legacy systems, and training, for an estimated amount of \$156,093, from Dell Marketing, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3763)

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,565,815	2,892,309	6,458,124
Encumbered/Expended Amount	0	-62,421	0	-62,421
This Item	0	-358,863	-2,892,309	-3,251,172
Balance	0	3,144,531	0	3,144,531

FUND(S): Technology Services Replacement Fund and Technology Fund

COMMENTS:

Funding for this item is available in the 2018-19 Technology Services Replacement Fund and the 2018-19 Technology Fund. This request is to approve a 36-month lease of citywide computer equipment, in the estimated amount of \$3,095,079, from Dell Financial Services, L.L.C. and the purchase of services for destruction of hard drives, resale of legacy systems, and training from Dell Marketing, L.P., in the estimated amount of \$156,093. Funding is available in the 2018-19 Technology Services Replacement Fund, in the estimated amount of \$316,363, and the 2018-19 Technology Fund, in the estimated amount of \$42,500, which will leave a remaining balance of \$3,144,531 for future expenditures in the Technology Replacement Fund and Technology Fund. Future year expenditures are dependent on the lease agreement and

approved budget appropriations in the estimated amount of \$1,086,846 for 2019-20, \$1,031,693 for 2020-21, and \$773,770 for 2021-22 in the Technology Services Replacement Fund. In addition, the Technology Services Replacement Fund will receive a credit for the resale of the legacy systems, in the estimated amount of \$87,722, which is subject to change based on the resale value at the time of return. This credit is not reflected in the figures above.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Award Recommendation Memo	4/10/2019	Memo
Recap	4/10/2019	Informational

Date: Friday, April 5, 2019

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation for RFP 2018-0552-I City-Wide Computer Refresh

As part of the continuing effort to reduce risk, modernize technology, increase productivity, decrease cost, and improve security, the City of Plano Technology Services Department is recommending a 36-month lease of all City desktop and laptops through Dell Financial Services, L.L.C. and purchase of training, destruction of hard drives, and resale of legacy systems to Dell Marketing, L.P., through the State of Texas DIR contract DIR-TSO-3763.

The City issued an RFP to companies holding cooperative contracts to seek a vendor that could provide desktop and laptops that would meet the needs of our various departments. After following state and local laws and internal processes, the evaluation team read, reviewed, and evaluated two received responses. After a comprehensive review of both responses, it was determined that only one vendor was considered responsive based on our technical specification criteria. The proposal from Dell Financial Services, L.L.C., was determined to have met and/or exceeded the needs of the City, by the evaluation committee.

The Scoring Criteria for this RFP were as follows:

- One brand represented for the computer fleet with a Pass / Fail scoring
- The project schedule was 5% of the total scoring
- Experience and qualifications was 10% of the total scoring
- Quality of proposed service was 20% of the total scoring
- Technical response was 25% of the total scoring
- The cost was 40% of the total scoring

Currently, our desktop technology is aging and is causing significant challenges in supporting hardware, operating systems, and applications which work within our enterprise infrastructure. The supply of parts and resources to support this aging fleet is becoming increasingly difficult to obtain and manage, and our ability to support the technology is not adequate for our department's needs for new software; which, significantly impacts our ability to service our citizens. After a thorough review of both current and future technology demands and past and future use, we have determined the need for removing unused or dual-purpose machines for approximately 2,500 desktops and laptops, which, will need to be refreshed this year. This refresh will allow Technology Services the ability to replace desktop technology that is on average 7–9 years old and avoiding future longevity issues by placing desktop technologies on a three (3) year replacement cycle.

One of the quickest ways to drive savings for ordinary, everyday IT commodities is to standardize on technologies and refresh cycles, including laptop and desktop configurations (e.g., form factor, memory, processor speed, and monitors). Standardizing on desktop and laptop configurations means the City will spend less time and money buying, managing, and maintaining various hardware and image configuration portfolio. Standardizing common requirements also ensures that we are moving the City to more of a "need to have" scenario, helping us to drive further down both asset and operational costs

as we improve our interoperability and security profile. Another fundamental advantage of standardization is to help ensure that our technical subject matter experts understand a more limited hardware base, firmware, and operating system.

As part of this program, Technology Services will continue working with procurement on standardizing buying strategies so that the City continues a “buy once, use many” approach, helping to control hardware, software, and peripheral creep; as well as controlling firmware version variance; therefore, easing operational overhead and support challenges. Technology services will:

- review new standard configurations every six months to keep in line with hardware, application, and software changes;
- work on additional standard configurations based on individual use cases, and begin to identify standard configurations for tablets and hybrids scenarios, to ensure a consistent approach to acquiring and managing these devices;
- continue working with departments and users, to evaluate the performance of desktop technologies;
- evaluate vendor performance and pricing; and,
- recommend modifications to the list of approved laptops and desktops if/where needed.

Technology Services is proposing an enterprise-wide refresh of all desktops and laptops while allowing us to leverage cost savings by reusing existing Dell monitors greater than 23” in size. The process of refreshing our mismatched, non-standard, and antiquated technology is essential to continue improving the City’s use of new technology and allowing for new and improved technology in all departments and service areas supported.

To help service our customers, ensure proper configuration and implementation, freeing internal operational resources, and allowing us to position ourselves for a refresh with fewer barriers, we will contract with the vendors to:

- remove the 70+ various models of existing systems and replace them with one of five standardized bundles;
- remove the hard drives from the old systems, facilitating the process of physical shredding; ensuring complete data destruction accredited by a certificate of destruction for each system for \$55,153;
- provide Microsoft Windows 10 and Office 2016 training for all employees for \$42,500; and,
- buy back existing Dell systems for approximately \$81,511, which amount will be based on the value of the systems at the time of return.

It is the recommendation of Technology Services to award a 36-month lease to Dell Financial Services, L.L.C., in the amount of \$3,095,079 for hardware and implementation and to award \$156,093 to Dell Marketing, L.P., for training services, destruction of hard drives, and resale services of legacy systems.

Should the contract with Dell Financial Services, L.L.C., not be awarded, desktop technologies will continue failing; we will continue to spend time, money, and effort finding old and outdated parts, and continue falling further behind in the use of modern technologies. In addition, all those who use City desktop technology (both general and Public Safety employees) including our library patrons, will continue to use the aging inventory that is out of manufacturer support and maintenance.

CITY OF PLANO

**RFP No. 2018-0552-I
Citywide Computer Refresh**

RFP RECAP

RFP opening Date/Time: October 22, 2018 / 2 PM

Number of Vendors Notified: 3

Number of Non-responsive Proposals Received: 1

Number of Responsive Proposals Received: 1

Dell Financial Services, L.L.C., and Dell Marketing, L.P.

Recommended Vendors:

Dell Financial Services, L.L.C., \$3,095,179

Dell Marketing, L.P., \$156,093

Nik Winter, Contract Specialist

April 8, 2019



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of four (4) Husqvarna FS7000 Diesel Concrete Saws for Fleet Services to be utilized by Streets and Municipal Drainage Operations in the amount of \$163,960 from Kirby-Smith Machinery, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 515-16) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	173,200	0	173,200
Encumbered/Expended Amount	0	0	0	0
This Item	0	-163,960	0	-163,960
Balance	0	9,240	0	9,240

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase four (4) Husqvarna FS7000 Concrete Saws for the scheduled replacement of Unit 08702 in Cost Center 471/Municipal Drainage Operations and Units 07735, 08701, and 08703 in Cost Center 742/Streets. The remaining balance will be used for other Equipment Replacement Fund capital purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 515-16 / City of Plano Internal Contract No. 2019-0382-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/9/2019	Memo
Cooperative Quote Recap	4/10/2019	Cooperative Quote Recap

Date: April 4, 2019

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Four (4) Diesel Concrete Saws Purchase Recommendation

It is the recommendation of Fleet Services to purchase four (4) Husqvarna FS7000 Diesel Concrete Saws in the amount of \$163,960.00 from Kirby-Smith Machinery, Inc. through BuyBoard Contract No. 515-16. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY18-19 of Unit 08702 Concrete Saw, Diesel in Cost Center 471 Municipal Drainage Operations and Units 07735, 08701, and 08703 Concrete Saw, Diesel in Cost Center 742 Streets. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Diesel Concrete Saws for Cost Centers 471 Municipal Drainage Operations and 742 Streets is necessary for the following reasons:

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
SOLICITATION NO. 2019-0382-O
DIESEL CONCRETE SAWS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Responsive Quotes Received: 3

Kirby-Smith Machinery, Inc. – Four (4) Husqvarna FS7000 Saws via BuyBoard Contract No. 515-16	\$163,960.00
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Associated Supply Company, Inc. – Four (4) Husqvarna FS7000 Saws via BuyBoard Contract No. 515-16	\$165,982.92
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Central Texas Equipment – Four (4) Husqvarna FS7000 Saws via BuyBoard Contract No. 515-16	\$171,915.84
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Recommended Vendor:

Kirby-Smith Machinery, Inc.	\$163,960.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

April 9, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of one (1) Komptech Multistar XL3 Trommel Screen for Fleet Services to be utilized by Compost Operations in the amount of \$729,608 from Powerscreen Texas, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 515-16) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	751,500	0	751,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-729,608	0	-729,608
Balance	0	21,892	0	21,892

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase one (1) Komptech Multistar XL3 Trommel Screen for the scheduled replacement of Unit #10951 in Cost Center #714/Compost Marketing and Operations. The remaining balance will be used for other Equipment Replacement Fund capital purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 515-16 / City of Plano Internal Contract No. 2019-0316-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/1/2019	Memo
Cooperative Quote Recap	4/1/2019	Memo

Date: March 21, 2019

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Trommel Screen Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Komptech Multistar XL3 Trommel Screen in the amount of \$729,608.00 from Powerscreen Texas, Inc. through BuyBoard Contract No. 515-16. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and specifications and found this to be the lowest responsive Cooperative Contract quote.

This unit is a scheduled replacement of Unit 10951, Trommel with Screen in Cost Center 714 Compost Marketing and Operations. Due to operational demands, it is necessary to purchase at this time.

The purchase of the screen is necessary for the following reasons:

1. This unit is essential to this department's daily operations and is required to maintain current service levels.
2. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above unit.
3. If this unit is not replaced, we would incur additional maintenance costs and the salvage value would be greatly depreciated. In addition, the older, aging unit would limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

CITY OF PLANO
SOLICITATION NO. 2019-0316-O
TROMMEL SCREEN
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 3

Quotes Deemed Non-responsive: 2

Number of Responsive Quotes Received: 1

Komptech Multistar XL3 from Powerscreen Texas, Inc.
via BuyBoard Contract No. 515-16

\$729,608.00

Recommended Vendor:

Powerscreen Texas, Inc.

\$729,608.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

March 21, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Teresa Cox Ext:7539

CAPTION

To approve the purchase of playground equipment for Buckhorn Park for the Parks and Recreation Department in the estimated amount of \$200,358 from Whirlix Design LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 512-16)

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	5,985,285	3,220,545	0	9,205,830
Encumbered/Expended Amount	-5,985,285	-2,904,874	0	-8,890,159
This Item	0	-200,358	0	-200,358
Balance	0	115,313	0	115,313

FUND(S): Park Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Park Improvements CIP. Installation of playground equipment at Buckhorn Park, in the amount of \$200,358, will leave a balance of \$115,313 available for future park improvement projects.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for

items. (BuyBoard Contract No. 512-16 / City of Plano Internal Contract No. 2019-0278-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/11/2019	Memo
Buckhorn Park Map	4/10/2019	Map

Date: March 25, 2019

To: Diane Palmer-Boeck, Director Procurement & Project Management

From: Robin Reeves, Director Parks & Recreation 

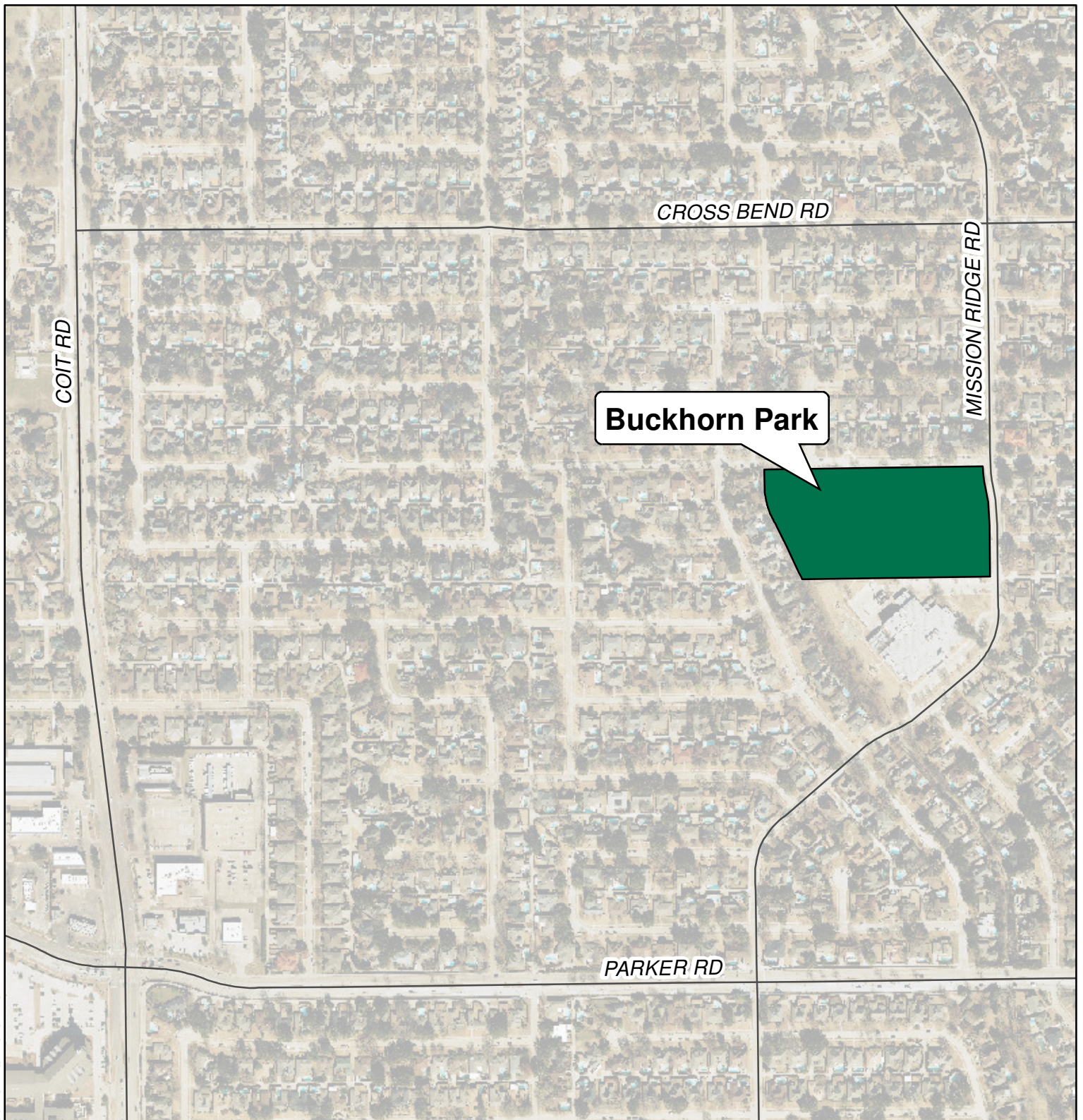
Subject: Whirlix Design, Inc. Playground Equipment for Buckhorn Park

Buckhorn Park was renovated in 2016-2017. The original plans included a large slide that proved not to be feasible at the time the park was renovated. Area residents have consistently requested that an alternate playground piece be provided. We have identified an additional play piece with 2 large slides that has received positive feedback from residents.

The playground equipment provider selected at the time the park was renovated was Landscape Structures Inc. (LSI). The new play piece needs to be of like materials, colors and design as the existing play equipment. Since December 1, 2017, Whirlix Design Inc. has been the exclusive distributor of LSI playground equipment for the North Texas area. Since they are the sole providers of LSI equipment, we are unable to bid this project out to other playground equipment providers but we are able to purchase the equipment through Buyboard Contract #512-16.

We recommend awarding the additional LSI playground equipment to Whirlix Design Inc. in the amount of \$200,358. The work includes construction of a concrete playground border, playground safety surfacing, drainage, irrigation adjustments, sidewalk connection, playground equipment and playground equipment installation. All existing equipment will remain in place.

If this project is not completed the existing playground will continue to function well but will not meet the original project intent that was presented to residents.



0 0.05 0.1
Miles



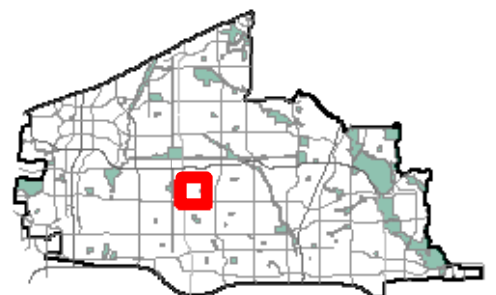
City of Plano Park Planning Division
4/10/2019

Location Map

Buckhorn Park

3801 Mission Ridge Rd
Plano, TX 75023

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of Haggard Library Furniture in the amount of \$195,105 from Wilson Office Interiors, LLC and McKinney Office Supply, Inc. through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 17-7126, 11-71060 and 18-7109; TIPS 180305; Sourcwell 031715-KII and 031715-PHL; and Choice Partners 15/031CG-12) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	56,422	232,623	0	289,045
Encumbered/Expended Amount	-56,422	-53,581	0	-110,003
This Item	0	-195,105	0	-195,105
Balance	0	-16,063	0	-16,063

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is mostly available in the 2018-19 Capital Maintenance Fund budget. Replacement of furniture at Haggard Library, in the amount of \$195,105, exceeds the current budget for that facility by \$16,063. This overage will be addressed through the 2018-19 re-estimate budget process using savings from other Facilities projects in the Capital Maintenance Fund.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government

or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TXMAS 17-7126, 11-71060 and 18-7109; TIPS 180305; Sourcewell 031715-KII and 031715-PHL; and Choice Partners 15/031CG-12, City of Plano Contract No. 2019-0304-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/11/2019	Memo
Bid Recap	4/11/2019	Bid Recap

Date: April 5, 2019

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Haggard Library Furniture – Bid #2019-0304-O

I have reviewed the bids submitted for the Haggard Library Furniture. Bids submitted by vendors had their pricing separated by manufacturer due to the fact that manufacturers have different cooperative contract numbers. Both complete and partial bids were allowed. Bids were submitted by Wilson Office Interiors, LLC (quoted 9 out of 10 manufacturers) for \$186,304.40, and McKinney Office Supply, Inc. (quoted 7 out of 10 manufacturers) for \$168,925.36. Additionally, there were zero non-responsive and one no bids received.

I recommend award to the lowest responsive, responsible bid which is a split award for Wilson Office Interiors, LLC for \$171,251.86; and McKinney Office Supply, Inc. for \$23,852.95 in the total amount of \$195,104.81.

The existing furniture at Haggard Library is at the end of its life expectancy and has deteriorated such that replacement is needed in order to maintain its appearance to the public.

The funding for the project is in the Capital Maintenance Fund Account #54427.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Sandy Bloomer
Matt Yager
Michael Parrish
Earl Whitaker
Libby Holtman
Cecily Ponce deLeon



Quote No. 2019-0304-O
Haggard Library Furniture
Cooperative Quote Recap

Quote Due Date/Time: April 1, 2019 at 2:00 PM

Number of Vendors Contacted: 35

Vendors Submitting “No Bids”: 1

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 2

VENDOR NAME

AMOUNT

Wilson Office Interiors, LLC (Quoted 9 out of 10 Manufacturers)

\$186,304.40

McKinney Office Supply, Inc. (Quoted 7 out of 10 Manufacturers)

\$168,925.36

RECOMMENDED VENDORS

AMOUNT

Wilson Office Interiors, LLC

\$171,251.86

Manufacturers: Agati, Integra, Krueger International,
Leland, National, Palmieri, Peter Pepper

McKinney Office Supply, Inc.

\$23,852.95

Manufacturers: Arcadia, Palmer Hamilton, Sit On It

Total Awarded Amount

\$195,104.81

Michael Parrish

Michael Parrish, Senior Buyer

April 11, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To ratify an increase to the current awarded contract amount of \$47,262 by \$8,016, for a total contract amount of \$55,278, for construction materials testing services at Windhaven Meadows Park from Terracon Consultants, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Project No. 6989; Contract Modification No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	635	3,999,365	0	4,000,000
Encumbered/Expended Amount	-635	-3,605,311	0	-3,605,946
This Item	0	-8,016	0	-8,016
Balance	0	386,038	0	386,038

FUND(S): Park Improvements CIP

COMMENTS:

Funding for this item is available in the 2018-19 Park Improvements CIP. Ratification of an expenditure for construction materials testing, in the amount of \$8,016, will leave an available balance of \$386,038 available for future project expenditures at Windhaven Meadows Park or other park improvement projects.

SUMMARY OF ITEM

The Parks and Recreation Department recommends ratification of Contract Modification No. 1, in the amount of \$8,016.00, for a total contract amount of \$55,278 for materials testing services from Terracon

Consultants, Inc. for the Windhaven Meadows Park construction project.

Due to unusually wet weather throughout the construction project, more soil compaction tests than anticipated were needed, and it has become necessary to seek additional construction observation and materials testing services. The need for additional testing was time sensitive and work began prior to Council approval.

Terracon Consultants, Inc. was selected through selection process RFQ 2017-0283-X.

Not approving the ratification of this contract modification would result in ongoing construction activities proceeding without construction observation and materials testing services.

Strategic Plan Goal:

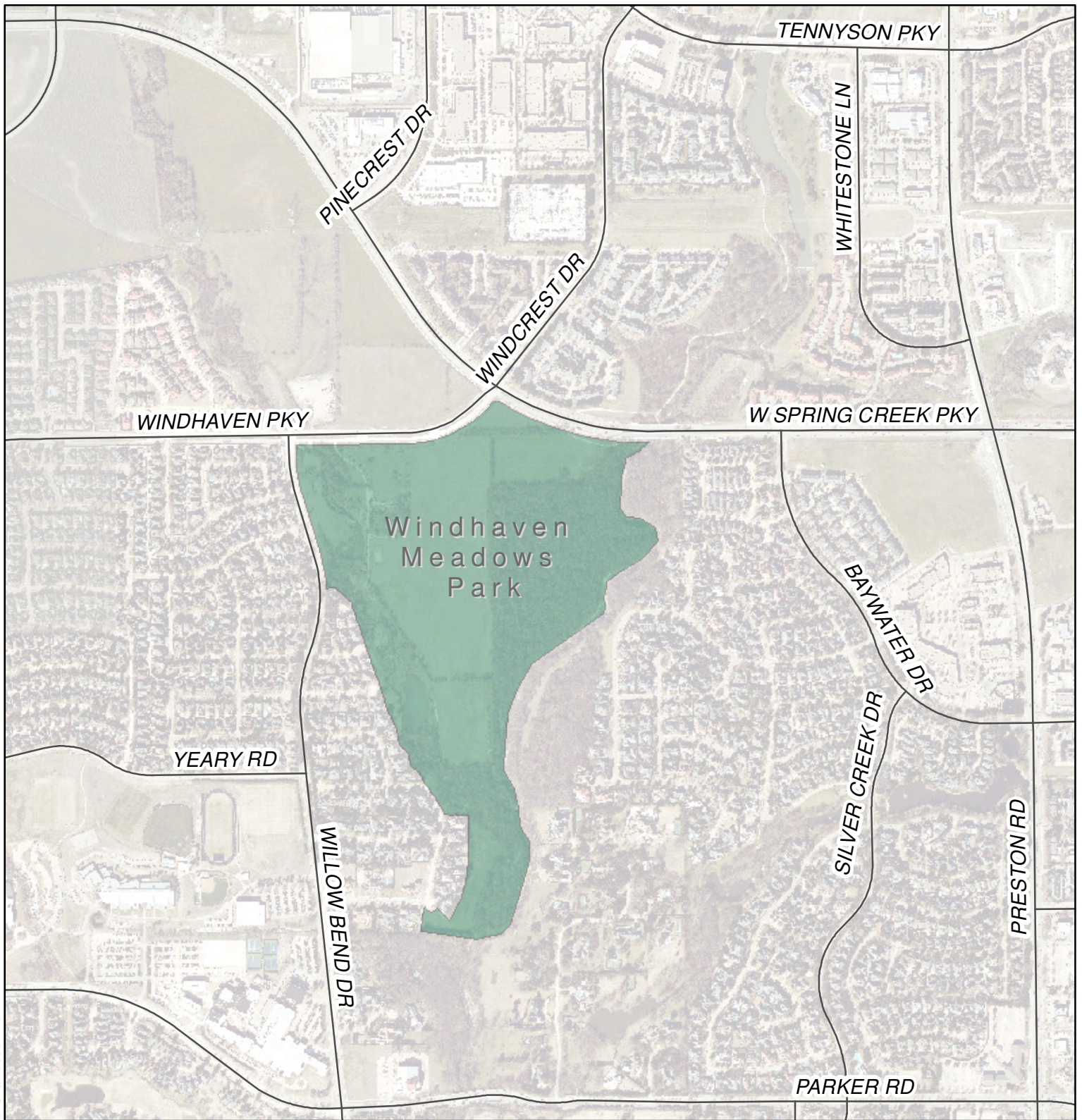
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/3/2019	Map



0 500 1,000
Feet



Windhaven Meadows Park

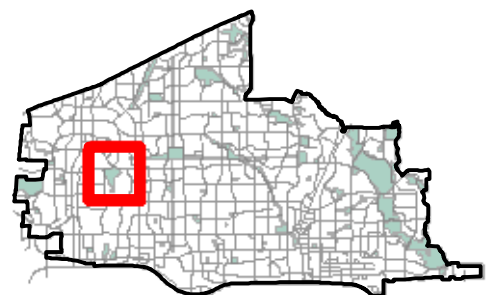
5400 Windhaven Pkwy.
Plano, TX 75093

Project number: 6989

City of Plano Park Planning Division
4/3/2019

Page 55

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

To approve the terms and conditions of a Fourth Amendment to the Communications Facilities License Agreement (Site # DX0288) by and between the City of Plano, Texas, and New Cingular Wireless, PCS, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2018-19 thru 2032-33	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	63,553	1,031,059	1,094,612
Balance	0	63,553	1,031,059	1,094,612

FUND(S): Water & Sewer Fund

COMMENTS: This item is to approve a Fourth Amendment to decrease the rental fee for the Communications Facilities License Agreement from \$5,389.48 to \$5,273.89 per month due to a change in equipment. Said decrease shall become effective on the effective date of this Fourth Amendment. This agreement includes an annual escalator of 3% at the renewal of each lease year. The annual estimated revenue for 2018-19 budget year is \$63,553.12. The future estimated revenue from 2019-20 through 2032-33 budget years is \$1,031,059, which will be dependent on contract renewals.

SUMMARY OF ITEM

To approve the terms and conditions of a Fourth Amendment to the Communications Facilities License Agreement by and between the City of Plano, Texas and New Cingular Wireless, PCS, LLC, a Delaware limited liability company.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Amendment	4/11/2019	Agreement

Cell Site No. DX0288/FA#:10078106
Market: North Texas
Address: 3617 Sandy Trail, Plano, Texas

FOURTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FOURTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("Fourth Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, Texas, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated March 8, 2002, a First Amendment to Communications Facilities License on April 5, 2011, a Second Amendment to Communications Facilities License on November 26, 2013, and a Third Amendment to Communications Facilities License on August 16, 2017 whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 3617 Sandy Trail, Plano, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, Licensee desires to modify the Site Plan as currently included in the Agreement and alter and make improvements to the Property or Premises as indicated on the Site Plan attached hereto as Exhibit "A"; and

WHEREAS, based upon the Site Plan attached hereto as Exhibit "A" and pursuant to the City of Plano's existing rate structure for the attachment of communications facilities to City water towers, approval of the Site Plan attached hereto as Exhibit "A" will result in a modified rent payment becoming due for the remaining term of the Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Rent.** Section 5.1 of the Agreement, **Rent Payment**, is hereby modified to reflect that the LICENSEE's monthly Rental Fee upon the execution of this Fourth Amendment shall be decreased by One Hundred Fifteen and 59/100 Dollars (\$115.59) per month so that the total monthly Rental Fee shall thereafter be in the amount of Five Thousand Two Hundred Seventy-Three and 89/100 Dollars (\$5,273.89) per month for a total of Sixty Three Thousand Two Hundred Eighty-Six and 68/100 Dollars (\$63,286.68)

annually. Said decrease shall become effective on the effective date of this Fourth Amendment. Any credit related to decreased rent under the terms of this Fourth Amendment for the remainder of the current Lease Year (i.e., until LICENSEE's next annual Rent Payment becomes due) shall be pro-rated based upon the new Rent Payment identified here in and shall be credited against LICENSEE's next Rent Payment. Rental Fees shall continue to be increased each year by three percent (3%) of the previous year's Rental Fee, including the next year after the execution of this Fourth Amendment.

2. **Equipment.** Licensor consents to the equipment modifications all in a manner in accordance with the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

CITY OF PLANO, TEXAS

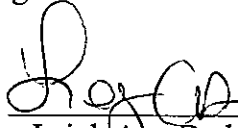
By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Paige Mims, CITY ATTORNEY

Date: _____

New Cingular Wireless PCS, LLC, a
Delaware limited liability company,
By: AT&T Mobility Corporation, its
Manager

By:  _____
Name: Leigh Ann Dodson
Title: Area Manager-RE&C NTX
Network Ops

Date: 4/1/19

LICENSOR ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared Bruce D. Glasscock known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

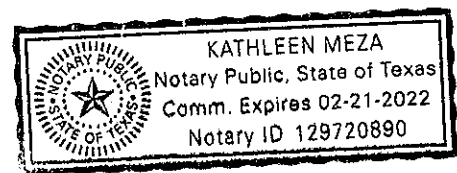
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Leigh Ann Dodson, Area Manager-RE&C NTX Network Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of April, 2019.

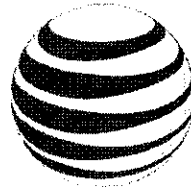
Kathleen Meza
Notary Public in and for the State of Texas

My Commission Expires 2-21-22



SITE INFORMATION

SITE NAME:	SPRING CREEK/COIT
SITE ID:	DX0286
FA LOCATION CODE:	10078106
ADDRESS:	3617 SANDY TRAIL LANE
CITY, STATE ZIP:	PLANO, TX 75023
COUNTY:	COLLIN
LATITUDE:	33.055806
LONGITUDE:	-96.784028
GROUND ELEVATION:	757' A.M.S.L.
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	119'-0" A.G.L.
RAD CENTER:	85'-0" A.G.L.
APPLICANT:	AT&T MOBILITY 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234
SITE ACQUISITION:	NEXIUS SOLUTIONS, INC. 1025 S BELTUNE RD. CORPELL, TX 75019
A&E SERVICES:	NEXIUS SOLUTIONS, INC. 7A LIBERTY WAY WESTFORD, MA 01886
TOWER OWNER:	CITY OF PLANO
CLASS IV RIGGING PLAN:	N/A



at&t
Mobility

THE DESIGN SHOWN ON THESE DRAWINGS
IS BASED ON INFORMATION GATHERED FROM
AT&T RFDS V2018_1.00 DATED 5/3/2018.

SITE NAME:
SPRING CREEK/COIT

SITE ID:
DX0286
FA LOCATION CODE:
10078106

PROJECT:
LTE 6C / ANT.MOD / AWS UPLINK

TOWER OWNER:
CITY OF PLANO

TOWER NUMBER:
BU: N/A

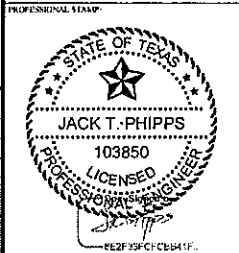
FACE ID:
MRNTX040208 / MRNTX040126
MRNTX040458

ADDRESS:
3617 SANDY TRAIL LANE
PLANO, TX 75023
119'-0" WATER TANK

PREPARED BY:
NEXIUS
TRANSFORM YOUR BUSINESS THROUGH RESILIENCE

ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (978) 755-1862

CLIENT:
 at&t
Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17872
FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 08/30/19

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REV	DATE	DESCRIPTION	BY
A	06/31/18	FOR REVIEW	GG
B	10/26/18	FOR REVIEW	DY
C	11/20/18	FOR REVIEW	TR
D	11/29/18	FOR REVIEW	TR
E	01/29/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

SITE INFORMATION TOWER OWNER:
CITY OF PLANO
POWER NUMBER:
BU: N/A
SITE NAME:
SPRING CREEK/COIT
SITE ADDRESS:
3617 SANDY TRAIL LANE
FA LOCATION CODE:
10078106
FACE ID:
MRNTX040208 / MRNTX040126
MRNTX040458
ADDRESS:
3617 SANDY TRAIL LANE
PLANO, TX 75023

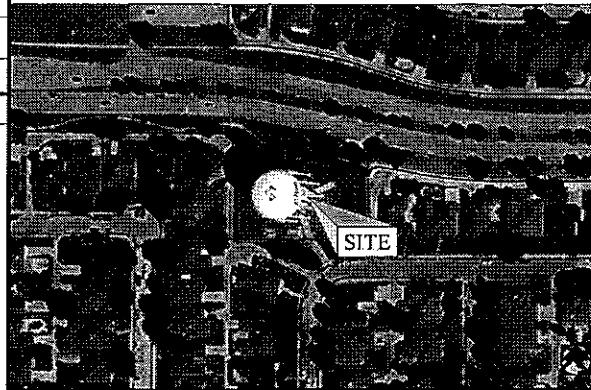
DRAWN BY:	GG	DATE:	08/31/18
CHECKED BY:	CD	DATE:	03/06/19

NUMBER PPN: 3012A0GLAP

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T-1

VICINITY MAP



SCOPE OF WORK

ALPHA, BETA, GAMMA:

LTE 6C LTE 700 (MRNTX040208): ADD NEW (1) RRH LTE 6C 700 (RRUS-4478 B14) IN SHELTER, CONNECTED TO EXISTING ANTENNA ON POS1, RUN 2X 4.3-10 TO DIN 20FT RF JUMPERS FROM RRH TO TWIN QUADPLEXER, RUN 2X 4.3-10 TO DIN 12FT RF JUMPERS FROM TWIN QUADPLEXER TO ANTENNA. RUN 1X 30' 10AWG2 DC JUMPER AND 2X 10M FIBER JUMPERS.

ANTENNA MODIFICATIONS LTE 850 (MRNTX040126): REPLACE EXISTING RRH LTE 850 (RRUS-11) IN SHELTER WITH NEW RRUS-4478 MOUNTED IN SAME PLACE, RUN 2X 4.3-10 TO DIN 20 FT RF JUMPERS TO TWIN QUADPLEXER, USE EXISTING 1X FIBER JUMPER, RUN NEW 1X 30' 10AWG2 DC JUMPERS AND NEW 1X 10M FIBER JUMPER.

ANTENNA MODIFICATIONS LTE 1900 (MRNTX040458): REPLACE EXISTING RRH LTE 1900 (RRUS-11) ON TOP ON POS3 WITH NEW RRUS-4415 B25 MOUNTED IN SAME PLACE, RUN 4X 4.3-10 TO 4.3-10 12 FT RF JUMPERS. USE EXISTING DC JUMPER AND 1X FIBER JUMPER, RUN NEW 1X50M FIBER JUMPER.

USE EXISTING TWIN QUADPLEXERS ON TOP AND IN SHELTER.
EXISTING 3X DC TRUNKS, 3X FIBER TRUNKS, 6X DC2, 3X DC12 (IN TOTAL)

POWER:
LTE 6C LTE 700 (MRNTX040208): ADD NEW 25 AMP DC BREAKER.

ANTENNA MODIFICATIONS LTE 850 (MRNTX040126): ADD NEW 25 AMP DC BREAKER.
ANTENNA MODIFICATIONS LTE 1900 (MRNTX040458): ADD NEW 25 AMP DC BREAKER. USE EXISTING DC TRUNKS, FIBER TRUNKS AND FC12 FROM PREVIOUS BUILD.
EXISTING NETSURE721

SHEET INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
C-1	OVERALL SITE PLAN
C-2	EQUIPMENT LAYOUT PLAN
C-3	TOWER ELEVATIONS
C-4	ENLARGED ANTENNA PLANS ALPHA
C-5	ENLARGED ANTENNA PLANS BETA
C-6	ENLARGED ANTENNA PLANS GAMMA
C-7	RF SCHEDULE
C-8	EQUIPMENT DETAILS



Know what's below.
Call before you dig.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

NEXIUS LEASING/SITE ACQUISITION:	DATE:
NEXIUS A&E:	DATE:
NEXIUS CM:	DATE:
AT&T CM:	DATE:
AT&T RF:	DATE:

GENERAL NOTES AND APPLICABLE CODES

- THIS IS AN UNMANNED TELECOMMUNICATION FACILITY AND NOT FOR HUMAN HABITATION.
 - HANDICAPPED ACCESS IS NOT REQUIRED.
 - POTABLE WATER OR SANITARY SERVICE IS NOT REQUIRED.
 - NO OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES REQUIRED.
 - CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO NOTIFY THE ARCHITECT/ENGINEER PLACES THE RESPONSIBILITY ON THE CONTRACTOR TO CORRECT THE DISCREPANCIES AT THE CONTRACTOR'S EXPENSE.
 - DEVELOPMENT AND USE OF THE SITE WILL CONFORM TO ALL APPLICABLE CODES, ORDINANCES AND SPECIFICATIONS.
 - ATT STANDARD - ATT-TP 76300, ATT-TP 76416 & ATT UPDATES AS REQUIRED
 - BUILDING CODE: INTERNATIONAL BUILDING CODE 2015
 - ELECTRICAL CODE: DESIGNED TO THE REQUIREMENTS OF THE 2017 NATIONAL ELECTRIC CODE WITH PROVISIONS. DRAWINGS WILL COMPLY WITH THE REQUIREMENTS OF THE LOCAL JURISDICTION AND THE CODE APPROVED BY THE LOCAL JURISDICTION.
- SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
- AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION.
 - TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)
 - TIA 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA SUPPORTING STRUCTURES AND ANTENNAS WITH ADDENDUM.
 - TIA 607, GENERIC TELECOMMUNICATIONS BONDING AND GROUNDING (EARTHING) FOR CUSTOMER PREMISES.
 - INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
 - IEEE 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUNDING SYSTEM.
 - IEEE 1100 (2005) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT.
 - IEEE C62.41.1, RECOMMENDED PRACTICES ON CHARACTERIZATION OF SURGES IN LOW VOLTAGE (1000V OR LESS) AC POWER CIRCUITS.
 - TELECORDIA, GR-1275, GENERAL INSTALLATION REQUIREMENTS.
 - TELECORDIA, GR-1503, COAXIAL CONNECTORS.
 - ANSI T11.311, TELECOMMUNICATIONS - DC POWER SYSTEMS - TELECOMMUNICATIONS ENVIRONMENT PROTECTION.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

REGULATIONS

- ## REGULATIONS

- [illegible]

- [illegible]

- C. WATER USED IN CONCRETE MIX SHALL BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, ALKALI, SUGAR, VEGETABLE, OR OTHER DETERIORATING SUBSTANCES.
- D. THE CONCRETE SHALL CONTAIN AN AIR-ENTRAPPING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-260 AND ACI 312.16, AND A WATER-REDUCING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-494 AND ACI 312.16. QUANTITIES SHALL BE PREPARED AND CALIBRATED IN A LABORATORY SOLUTION. THE SAME CALIBRATION PRACTICE, OR AN ADMIXTURE CONTAINING CALIBRATED CALCIUM, IS PROHIBITED. ADJUSTMENTS SHALL BE OF THE SAME MANUFACTURE TO MAINTAIN COMPATIBILITY. ACCEPTABLE ADJUSTMENTS SHALL BE:
- 1.0% MAXIMUM
 - 1.0% MINIMUM
 - INSUFFICIENT BLENDS
 - APPROVED EQUAL
- E. CURING COMPOUND SHALL CONFORM TO ASTM C309, TYPE I, CLASS A AND B AND ASTM C1731 AS APPROVED EQUAL.
- 2.3 CONCRETE MIX:
- A. PROPORTION CONCRETE MIX AS ACCORDANCE WITH REQUIREMENTS OF ACI 301. THE STRENGTH OF CONCRETE SHALL BE AS INDICATED ON THE DRAWINGS. WHERE STRENGTH IS NOT CLEARLY INDICATED, CONCRETE SHALL HAVE A MINIMUM 30 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
- B. ALL CONCRETE SHALL BE SET TO RES ARE ENTENDED.
- C. ALL STRUCTURAL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT.
- PANEL 3 - CONTINUED**
- 3.1 GENERAL:
- A. EXAMINER AND DIRECT THE FORM WORK IN ACCORDANCE WITH ACI 308 AND ACI 347.
- B. OLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 308.
- C. NEW-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 308.
- 3.2 INSERTS, EMBEDDED COMPONENTS AND EXPENSES:
- A. CONTRACTOR SHALL OBTAIN ALL COR, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS FOR FORMWORK, SQUEEGES, ANCHOR BOLTS, INSERTS AND OTHER ITEMS TO BE SET IN THE CONCRETE WORK.
- B. COORDINATE THE WORK OF OTHER SECTION IN FORMING AND SETTING OPENINGS, RECESSES, SLOTS, CHANGES, INSERTS AND OTHER ITEMS TO BE OVERSEEN.
- C. EMBEDDED ITEMS SHALL BE SET ACCURATELY IN LOCATION, ALIGNMENT, ELEVATION AND PLUMBNESS. LOCATE AND MEASURE FROM ESTABLISHED CONSTRUCTION REFERENCE BENCHMARKS.
- D. SUBMITTAL ITEMS SHALL BE HANDLED WITH CARE IN A MANNER TO PREVENT WORKHOLD DURING CONCRETE PLACEMENT AND CONSOLIDATION. COMPONENTS FORMING A PART OF A COMPLETE ASSEMBLY SHALL BE ALIGNED BEFORE AND DURING PLACEMENT. PROMOTE TEMPORARY WORKING, ANCHORAGE, AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.
- 3.3 REINFORCING PLACEMENT:
- A. PLACE REINFORCEMENT ACCORDING TO REQUIREMENTS AND RELEASED DRAWINGS AND IN ACCORDANCE WITH ACI 301 AND ACI 318.
- B. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORM WORK CONSTRUCTION OR CONCRETE PLACEMENT AND CONSOLIDATION. SUPPORT REINFORCEMENT WITH STEEL CHAIRS, PLAINWOOD, BOLLERS, SPACERS AND HANGERS.
- C. SPLICES OF REINFORCING BARS SHALL BE CLASS B UNLESS SHOWN OTHERWISE ON THE DRAWINGS. SPLICES SHALL BE STAGGERED. FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.
- D. LOCATE REINFORCEMENT TO PROVIDE CONCRETE COVER AND SPACING SHOWN ON THE DRAWINGS. MINIMUM COVER SHALL BE AS REQUIRED BY ACI 318.
- E. WELDING OF BARS TO ANY REINFORCING MATERIAL INCLUDING TACK WELDING OF CROSSING BARS IS STRICTLY PROHIBITED.
- 3.4 CONCRETE FINISH:
- A. PRIOR TO PLACING CONCRETE, THE FORMS AND REINFORCEMENT SHALL BE THOROUGHLY INSPECTED. ALL TEMPORARY BRACING, TIES AND CLIPS REMOVED. ALL OPENINGS FOR UTILITIES PROPERLY BOLTED. ALL FORMS PROPERLY SECURED IN THEIR CORRECT POSITION AND MADE TIGHT. ALL REINFORCEMENT AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATIONS. ALL OLD AND DRY CONCRETE AND DIRT SHALL BE CLEANED OFF AND ALL STANDING WATER AND OTHER FOREIGN MATERIAL REMOVED.
- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 AND ACI 304 AND SHALL BE CURED OFF AT SUCH A RATE THAT THE CONCRETE PRODUCTS PLACED IN STEEL PLASTIC AND INSULATED WITH THE FRESHLY PLACED CONCRETE. CONCRETING AIDS, STARTERS, SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETE. NO COLD JOINTS SHALL BE ALLOWED.
- C. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED AND COMPACTED BY VIBRATION SPACERS, INCLUDING OF FORMING DURING THE OPERATION OF PLACING AND REFINISHING IN ACCORDANCE WITH ACI 308. THE CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENTS, EMBEDDED ITEMS, AND INTO THE CORNER OF THE FORMS SO AS TO ELIMINATE ALL AIR AND SIGHT POCKET.

PREPARED BY:

NEXIUS

ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (727) 755-1862

CLIENT:



STATE OF TEXAS
JACK T. PHIPPS
103850
LICENSED
PROFESSIONAL ENGINEER

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-1797
FIRM REGISTRATION RENEWAL 07/31/18
PE LICENSE RENEWAL 08/30/19

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A	08/31/18	FOR REVIEW	GG
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D	11/29/18	FOR REVIEW	TB
E	01/29/19	FINAL CO	DY
1	02/06/19	REVIEWED CO	DT
2	03/04/19	REVIEWED CO	DT

SITE INFORMATION: TOWER OWNER:
 CITY OF PLANO
 TOWER NUMBER:
 BU: N/A
 SITE NAME:
 SPRING CREEK/COIT
 SITE NUMBER:
 0X0288
 FA LOCATION CODE:
 10078108
 CH 10

MRNTH040208 / MRNTH040126
MRNTH040458
ADDRESS:
3617 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY: GG	DATE: 08/31/18
CHECKED BY:	DATE:

CD	03/08/19
NEXT PPN:	
3012ADGLAP	

SUBJECT:

GENERAL NOTES

[illegible]

SINGLE SUBJECT

DOI: 10.1002/jbm.b.10769

Q3T.1

[GN-]

CONFIDENTIAL

- STEELWORK USE 3/8" DIA. HANGER STEEL BOLTS UNLESS NOTED OTHERWISE.
- INSTALL HANGERS AND BRACINGS FASTENERS IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLT".
- WELDED CONNECTIONS SHALL COMPLY WITH AISC BOLT FOR PROCEDURES, APPEARANCE, QUALITY AND WELDING PROCESS USES CORRELATING WELDED JOINTS.
- THE FABRICATOR SHALL FURNISH AND INSTALL EXTERIOR GUTS FOR FIT-UP OF WELDED CONNECTIONS.
- CUSSET AND STRUTTER PLATES SHALL BE 3/8" THICK MINIMUM.
- PRIMER:
- STRUCTURAL STEEL SHALL BE PRIMED AS SPECIFIED HEREIN, UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
- STRUCTURAL STEEL SURFACE PREPARATION SHALL CONFORM TO SSPC-SP10, "POWER TOOL CLEANING".
- SURFACE PREPARATION AND PRIMER SHALL BE IN ACCORDANCE WITH AISC CODE OF STANDARD PRACTICE.
- MATERIALS SHALL REMAIN COVERED UNTIL REQUIRED FOR USE. MANUFACTURER'S POST-LIVE REQUIREMENTS SHALL BE STRICTLY ADHERED TO.
- PRIMER SHALL BE APPLIED TO DUST, DIRT, PREVIOUS SURFACE AND UNIFORM FAVORABLE CONDITIONS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, UNLESS OTHERWISE SPECIFIED.
- PRIMER SHALL BE APPLIED BY THE MANUFACTURER. PRIMER SHALL NOT BE COAT. WHEN AVERAGE COVERAGE IS LESS THAN 50% SPECIFIED, THE RELATIVE HUMIDITY IS MORE THAN 90% PERCENT, OR THE TEMPERATURE IS LESS THAN 40° F.
- GENERALLY ALL PRIMER SHALL BE SPRAY APPLIED. BRUSH OR ROLLER APPLICATION SHALL

2011 04 24

SACS, SOLVENT BUSTERS, DRY SPRAY C
LAPTES SHALL BE REPAIRED OR REMOVED

- THE OFFICE FLOOR FINISHES OF THE PREPARED SHALL BE 3.2 M3.
- IF THE BRACING IS CONNECTED BY WELDING OR PHYSICAL ANCHOR, THE BRACE SHALL BE TIGHTENED-TOGETHER THE TIGHTENING PART SHALL BE COMPARABLE WITH THE APPLIED PRESSURE WITH MINIMUM OFF SET FINISHES OF 1.5 M3.
- INSTALLATION:
- INSTALLATION OF STRUCTURAL STEEL SHALL COMPLY WITH AISC "CODE OF STANDARD PRACTICE".
- STRUCTURAL FLOOR BEAMS SHALL BE ERECTED BY THE EXISTING SUBSTRUCTURE OR SHELTERED WITH PROTECTIVE COVERINGS TO PREVENT CORROSION OF STEEL BEAMS AND SHALL BE DIL.
- STEEL MEMBERS ONLY WOULD BE MOUNTED ON THE BRACKETS.
- ALL JOINT CUTTING TONGUES HAVE TO BE APPROVED IN WRITING BY THE PROJECT STRUCTURAL ENGINEER.
- PROVIDE TEMPORARY BRACING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR THE IMPULSIVE LOADS. REMOVE TEMPORARY CONNECTIONS AND SECURE WITH MORE PERMANENT BRACING AFTER IN PLACE AND THE FINAL CONNECTIONS HAVE BEEN MADE.
- REMOVE AND ADJUST MEMBERS, AND OTHER SURFACES WHICH WILL BE IN PERMANENT CONTACT, TO BE IN PLACE.
- INSTALL AND FULLY TENSION HIGH STRENGTH TENSIONED TENDONS IN ACCORDANCE WITH REQS. "SPECIFICATIONS FOR STRUCTURAL JOINT USING ASTM A325 OR ASTM A490 BOLTS".
- TECHNICAL NOTES
- 1.1 - GENERAL
- GENERAL COMMENTS:
- CONSTRUCTION SHALL INSURE THE EXISTING SITE CONDITIONS PRIOR TO STARTING JOB. ANY CHANGES TO THE EXISTING JOB BEING IN ACCORDANCE TO THE SUBSEQUENT FUNCTIONS (FUNCTIONS) OF THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL.

- REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.
- EMPHASIS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED BY THIS SECTION. THE DRAWING SHOULD SHOW THE LOCATION OF EACH SYSTEM. DRAWING SHALL NOT BE USED TO DETERMINE DIMENSIONS.
- LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRADE SIZE OF EQUIPMENT IN COMPLIANCE WITH THE LATEST EDITIONS OF NEC.
- REFERENCES:
- THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED. THE DATE THE INFORMATION IS ISSUED IN CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS NOTIFIED BY THE REQUIREMENT SPECIFICALLY TO THE CONTRARY, THE INFORMATION SHALL BE THE DATE THE INFORMATION IS ISSUED IN CONSTRUCTION UNLESS OTHERWISE NOTED.

References

100

- [illegible]

- [illegible]

THE IMPACTS

- [illegible]

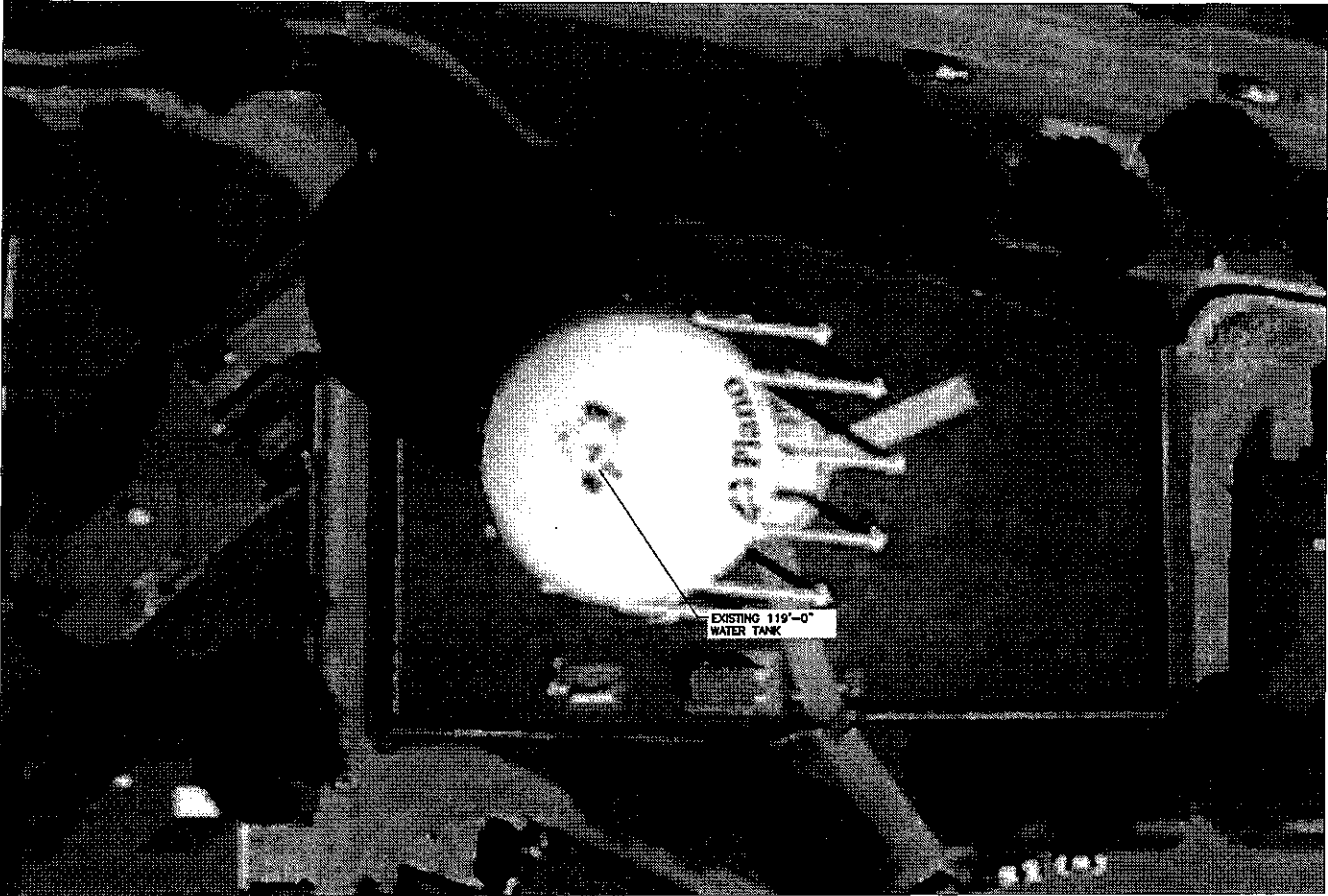
- TEST PROCEDURES:
ALL PERSONS SHALL HAVE INSULATION TESTED AFTER INSTALLATION. RETURN CONNECTION TO
BOARDS. THE CONDUCTORS SHALL TEST FREE FROM BURST CIRCUITS AND DISCHARGES. TESTING
SHALL BE BY ONE WHITE USING 1000V DC. PROVIDE WRITER DOCUMENTATION FOR ALL
INSULATION TESTS.
PRIOR TO CARRYING OUT, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER
ADJUSTMENT TO SUBCONTRACTOR.
THE MEASUREMENTS SHOULD BE TAKEN BETWEEN PHASES AND BETWEEN PHASE AND GROUND AND
MUST BE CONSIDERED A FORM OF MEASUREMENT APPROXIMATELY OF CHARGING SYSTEMS USING
THEIR SHOWN AND REPORT "TALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES AND
LOCATION SHEETS. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OTHER THAN 500V.

BUT AS SPEED RISES, RESISTANCE ON FILING

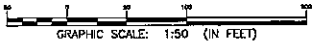
1995a)

Keywords: child sexual abuse; disclosure; social support

NOTE:
THIS PLAN WAS CREATED BASED ON INFORMATION GATHERED FROM AERIAL PHOTOGRAPHY, GIS DATA, AND/OR ASSESSORS MAPS PROVIDED BY LOCAL SOURCES. THIS PLAN IS IN NO WAY INTENDED TO BE USED AS A BOUNDARY SURVEY.



1 SITE PLAN
SCALE: 1:50



PREPARED BY:

NEXIUS
THROUGH YOUR BUSINESS, THROUGH PROPERTIES

ENGINEERING OFFICE:
7A LYBERRY WAY
WESTFORD, MA 01886
1 (978) 755-1882

CLIENT:

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL SEAL:

JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER

NEXUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972
FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 09/26/19

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D	11/29/18	FOR REVIEW	TD
E	01/26/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

SITE/INFORMATION TUBE/OWNER:
CITY OF PLANO
PROJECT NUMBER:
BU: N/A
SITE NAME:
SPRING CREEK/CORT
SITE NUMBER:
DX0286
PLA LICENSE NUMBER:
10078108
PLA ID:
MRNTX040208 / MRNTX040128
MRNTX040458
ADDRESS:
3617 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY:	DATE:
GG	06/31/18

CHECKED BY:	DATE:
CD	03/06/19

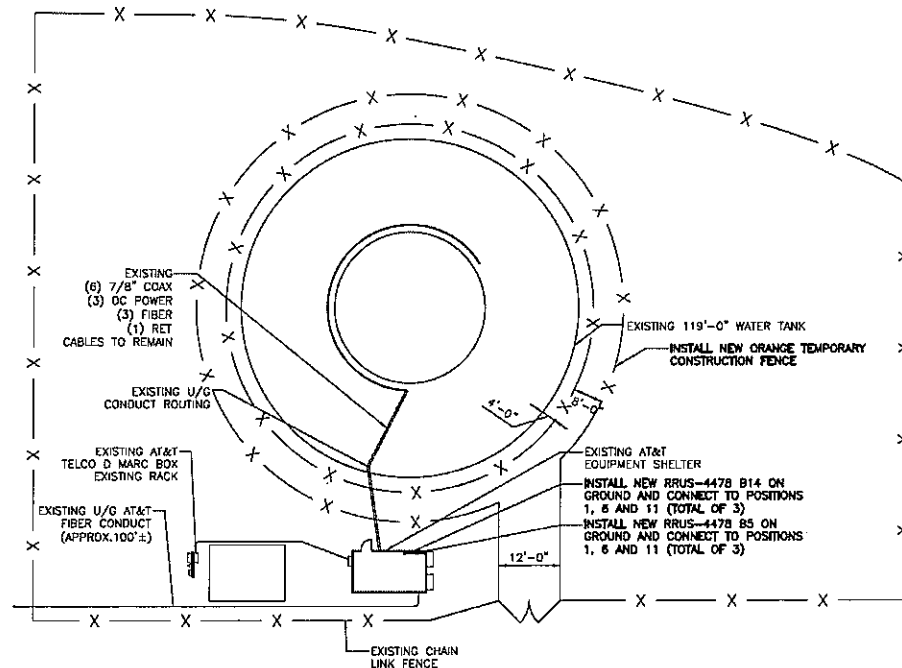
NEXUS PPN: 3012A0GLAP

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C-1

NOTES:

1. NEXIUS WILL BE RESPONSIBLE FOR CLEANING UP ANY PUTTING OF THE GRADES THAT WAS NOT IDENTIFIED AND CALLED OUT TO CITY OF PLANO PRIOR TO CONSTRUCTION START.
2. ORANGE TEMPORARY CONSTRUCTION FENCE WILL NEED TO BE INSTALLED TO LIMIT LIFT ACCESS TO TANK COLUMN.
3. NO NEW HOARD ATTACHMENTS WILL BE NEEDED.
4. NEXIUS WILL ALLOW CITY EMPLOYEES TO USE LIFT TO VERIFY NO DAMAGE CAUSED TO WATER TANK OR STRUCTURE AFTER WORK HAS BEEN COMPLETED.
5. DROSGN CONTRACT MUST FOLLOW CITY OF PLANO REQUIREMENTS.
6. NO NEW ACCESS ROAD IS ALLOWED.
7. NO CAVING OR GRUBBING OF THE SITE IS ALLOWED.
8. NO NEW ASPHALT ROAD IS ALLOWED.
9. NO NEW LIGHTING ON TANK IS ALLOWED.
10. AREAS DISTURBED SHALL BE GRADED AND NOW SOLID SOO PLACED TO THE SATISFACTION OF THE CITY OF PLANO.
11. REMOVAL OR RELOCATION OF WATER LINES IS NOT ALLOWED.
12. CITY OF PLANO SHALL COMPLETE FINAL INSPECTION OF THE WORK ON THE SITE AND THE ELEVATED TANK.



① COMPOUND PLAN
SCALE: 1/32" = 1'-0"

GRAPHIC SCALE: 1/32" = 1'-0"

PREPARED BY:

NEXIUS
BROADCAST YOUR BUSINESS THROUGH WEBSITES

ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01885
1 (978) 755-1882

CLIENT:

at&t
Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP:



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FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 05/05/19

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D	11/28/18	FOR REVIEW	TB
E	01/28/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

SITE INFORMATION: TOWER OWNER:

CITY OF PLANO
TOWER NUMBER:

BU: N/A

SHEARLINE:

SPRING CREEK/CORT

STATIONING:

D1022B6

TA LOCATION CODE:

10078106

DATE:

MRN04040208 / MRN04040128

MRN04040458

ADDRESS:

3817 SANDY TRAIL LANE

PLANO, TX 75023

DRAWN BY:

GG

DATE:

06/31/18

CHECKED BY:

CD

DATE:

05/06/19

NEXIUS P/N:

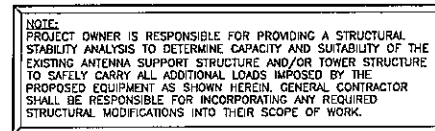
3012A0GLAP

PROJECT TITLE:

EQUIPMENT LAYOUT PLAN

SHEET NUMBER:

C-2




NEXIUS

TRANSFORM YOUR BUSINESS. ELEVATE YOUR POTENTIAL.

ENGINEERING OFFICE:
7A1 LIBERTY WAY
WESTFORD, MA 01085
1 (877) 755-1622

CLIENT:




at&t

Mobility

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP



JACK T. PHIPPS

103850

LICENSED PROFESSIONAL ENGINEER

002F33CF-C0B64F...

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-1793
FIRM REGISTRATION NUMBER: 07/31/19
PL LICENSE RENEWAL: 06/30/19

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D	11/29/18	FOR REVIEW	TD
E	01/29/19	FINAL CD	DY
F	02/06/19	REMOVED CD	DY
G	03/06/19	REMOVED CD	DY

SHEET INFORMATION: TOP TO BOTTOM:
CITY OF PLANO
PROJECT NUMBER: BU: N/A
SITE NAME: SPRING CREEK/COIT
SHEET NUMBER: 0002285
PROJECT LOCATION: 3617 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY: GG

CHECKED BY: CD

NEXIUS P/N: 3012A0GLAP

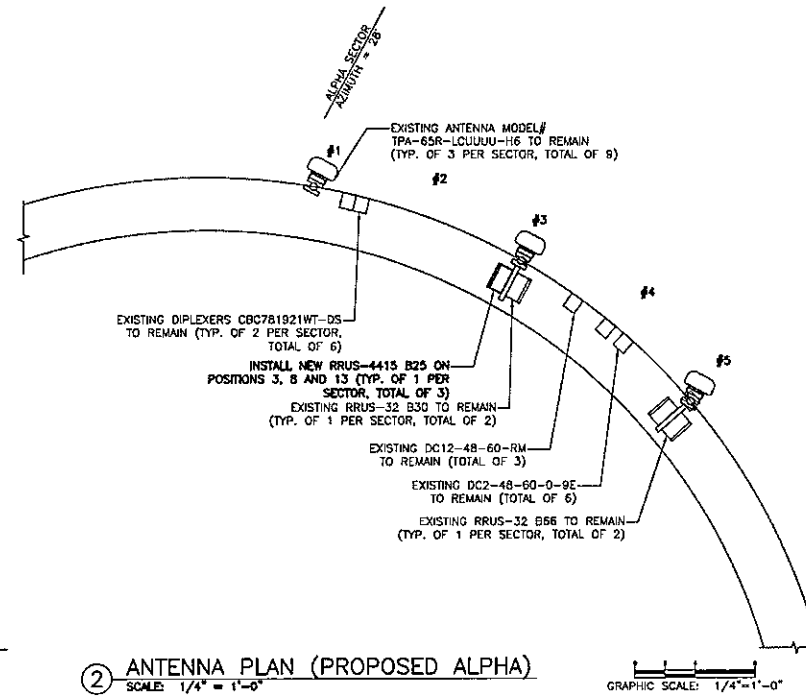
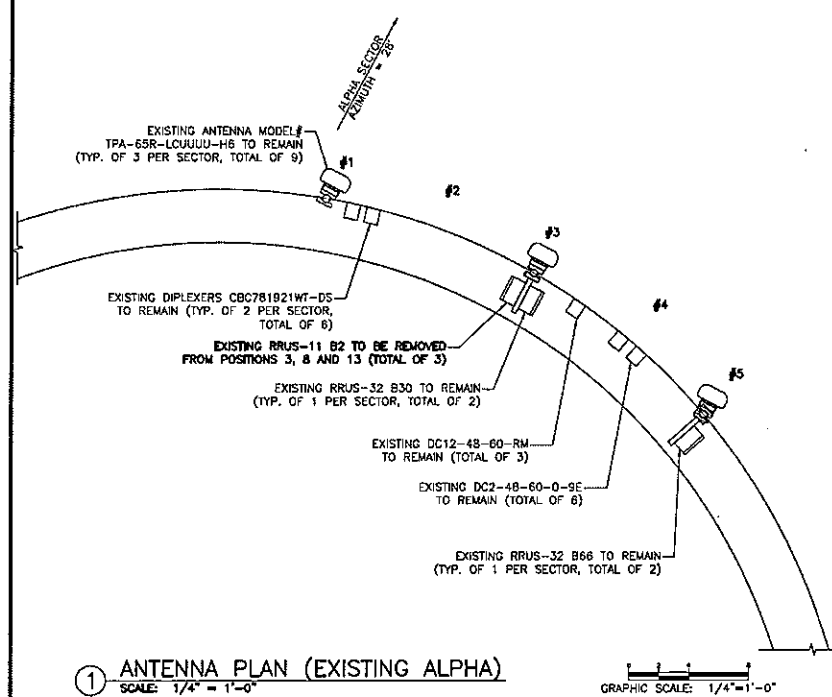
SHEET TITLE: TOWER ELEVATIONS

SHEET NUMBER:

DATE: 08/31/18

DATE: 03/06/19

C-3



PREPARED BY
NEXIUS
TAKES YOUR BUSINESS THROUGH PROFILES

ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (978) 755-1662

CLIENT:
 at&t
Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

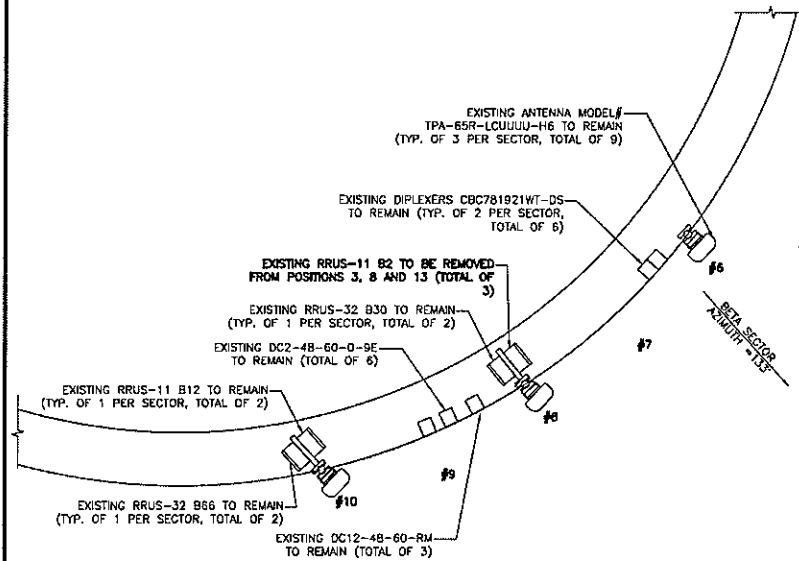
PROFESSIONAL STAMP:
 JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER
ELECTRICAL ENGINEERING

NEXUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972
FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 06/30/19
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D	11/29/18	FOR REVIEW	WB
E	01/29/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

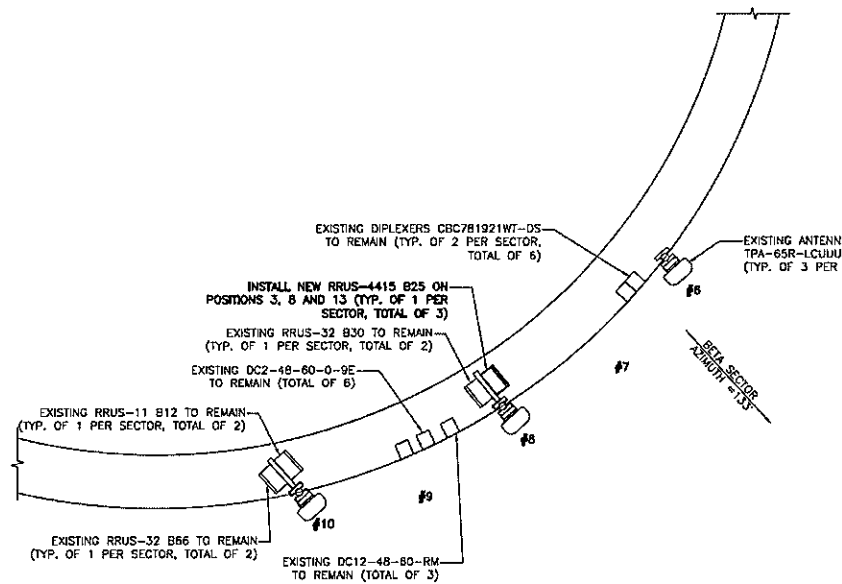
SITE INFORMATION: TOWER OWNER:
CITY OF PLANO
POWER NUMBER:
BU: N/A
SITE NAME:
SPRING CREEK/COIT
SITE NUMBER:
DK0258
SITE LOCATION CODE:
10078106
DATE OF
MRN040206 / MRN040126
MRN040458
ADDRESS:
3817 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY: GG DATE: 08/31/18
CHECKED BY: CD DATE: 03/05/19
NEXUS PIN: 3012A0GLAP
MARKET TITLE:
ENLARGED ANTENNA PLANS
SHEET NUMBER:
C-4



① ANTENNA PLAN (EXISTING BETA)
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"



② ANTENNA PLAN (PROPOSED BETA)
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"



PREPARED BY:
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ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (978) 755-1802

CLIENT:
at&t Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP
STATE OF TEXAS
JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER
062230-CPC66411...

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972
FIRM REGISTRATION RENEWAL 02/31/19
PE LICENSE RENEWAL 06/30/19

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D	11/28/18	FOR REVIEW	TB
E	01/26/19	FWAL CO	OY
1	02/06/19	REMOVED CO	OY
2	03/06/19	REMOVED CO	OY

STATION INFORMATION: 108 FLOWERS
CITY OF PLANO
TOWER NUMBER:
BUT: N/A
SPRING CREEK/COIT
NICKNAMES:
DIXIE288
TALENTATION CODE:
10078108
FACILITY:
MRNTX040208 / MRNTX040128
MRNTX040458
ALPHAS:
3817 SANDY TRAIL LANE
PLANO, TX 75023

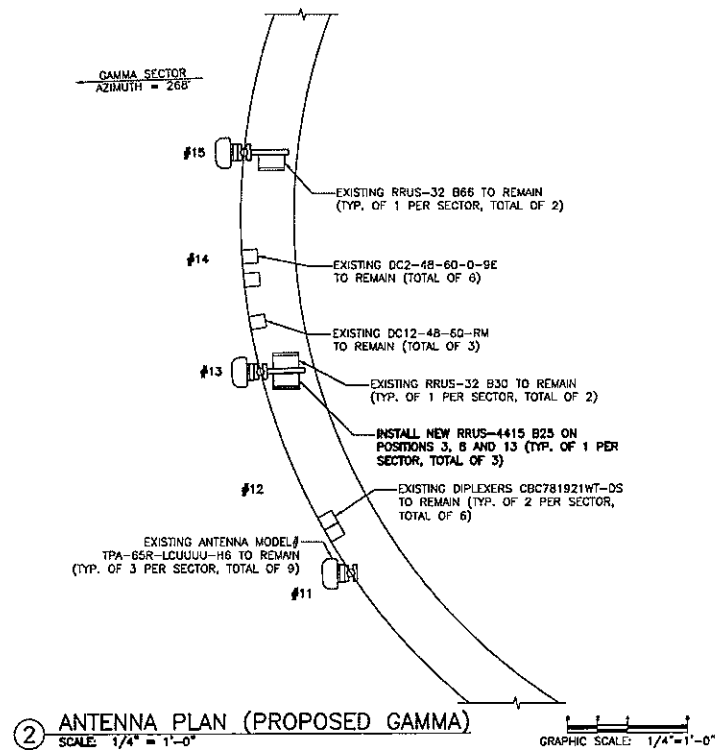
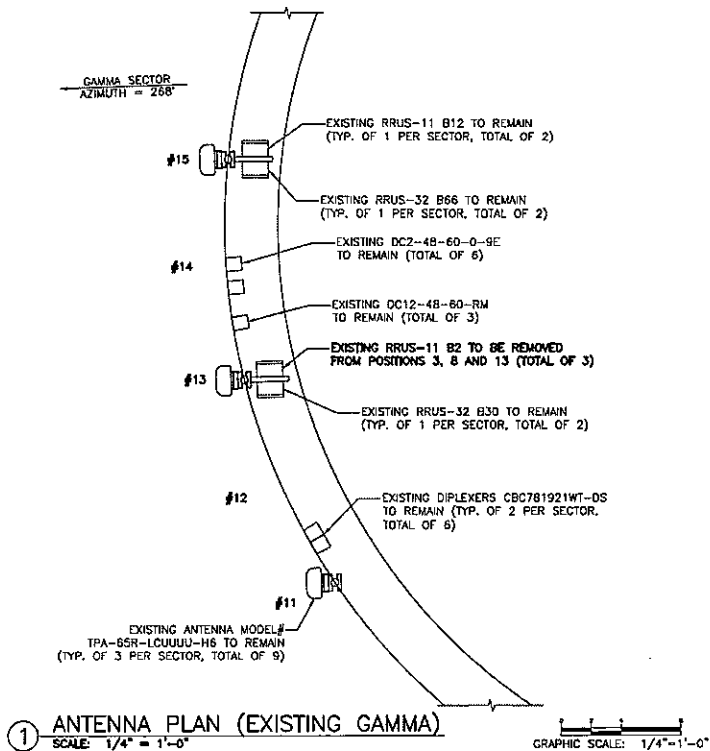
DRAWN BY:	DATE:
GG	08/31/18

CHECKED BY:	DATE:
CD	03/06/19

NEXIUS PIN: 3012A0GLAP

SHEET TITLE:
ENLARGED ANTENNA PLANS

SHEET NUMBER:
C-5



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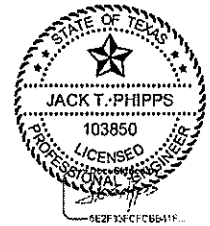
ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01885
1 (978) 755-1682

CLIENT:



1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP



NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972
FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 05/30/19

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D	11/29/18	FOR REVIEW	TB
D	01/29/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

SEE INFORMATION FOR OWNER:

CITY OF PLANO
TOWER NUMBER:
BU: N/A
SITE NAME:
SPRING CREEK/COIT
SITE NUMBER:
DX0258
PA LOCATION CODE:
10078106

MRNTX040208 / MRNTX040128
MRNTX040458
JANUARY
3617 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY:	GG	DATE:	08/31/18
CHECKED BY:	CD	DATE:	03/06/19

NEXIUS P/N: 3012A00LAP

SHEET TITLE:
ENLARGED ANTENNA PLANS


SHEET NUMBER:


C-6

EXISTING														
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (AGL)	AZIMUTH	COAX CABLES	OTHER CABLES	TMA'S	TOWER DIPLXERS	RRU'S	OTHER DEVICES			
ALPHA	LTE-850	#1	TPA-65R-LCUUUU-H6	76'-0"	28°	(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET	N/A	(2) CBC781921WT-DS (ON TOP)	(1) RRUS-11 B5 (ON GROUND)	(3) DC12-48-60-RM (6) DC2-48-60-0-9E			
	N/A	#2	N/A	N/A				N/A	N/A					
	LTE-1900 / WCS	#3	TPA-65R-LCUUUU-H6	70'-0"				N/A	(1) RRUS-11 B2 (1) RRUS-32 WCS					
	N/A	#4	N/A	N/A				N/A	N/A					
	LTE-700 / AWS	#5	TPA-65R-LCUUUU-H6	85'-0"				N/A	(2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 B12 (1) RRUS-32 B66				
BETA	LTE-850	#6	TPA-65R-LCUUUU-H6	76'-0"	133°			(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET	N/A		(2) CBC781921WT-DS (ON TOP)	(1) RRUS-11 B5 (ON GROUND)	(3) DC12-48-60-RM (6) DC2-48-60-0-9E
	N/A	#7	N/A	N/A						N/A		N/A		
	LTE-1900 / WCS	#8	TPA-65R-LCUUUU-H6	70'-0"						N/A		(1) RRUS-11 B2 (1) RRUS-32 WCS		
	N/A	#9	N/A	N/A						N/A		N/A		
	LTE-700 / AWS	#10	TPA-65R-LCUUUU-H6	85'-0"						N/A		(2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 B12 (1) RRUS-32 B66	
GAMMA	LTE-850	#11	TPA-65R-LCUUUU-H6	76'-0"	268°	(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET			N/A	(2) CBC781921WT-DS (ON TOP)	(1) RRUS-11 B5 (ON GROUND)	(3) DC12-48-60-RM (6) DC2-48-60-0-9E	
	N/A	#12	N/A	N/A						N/A	N/A			
	LTE-1900 / WCS	#13	TPA-65R-LCUUUU-H6	70'-0"						N/A	(1) RRUS-11 B2 (1) RRUS-32 WCS			
	N/A	#14	N/A	N/A						N/A	N/A			
	LTE-700 / AWS	#15	TPA-65R-LCUUUU-H6	85'-0"						N/A	(2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 B12 (1) RRUS-32 B66		
PROPOSED														
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (AGL)	AZIMUTH			COAX CABLES	OTHER CABLES	TMA'S	TOWER DIPLXERS	RRU'S		OTHER DEVICES
ALPHA	LTE-700 / 850	#1	TPA-65R-LCUUUU-H6	76'-0"	28°			(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET	N/A	(2) CBC781921WT-DS (ON TOP)	(1) 4478-B14 (1) 4478-B5 (ALL ON GROUND)		(3) DC12-48-60-RM (6) DC2-48-60-0-9E
	N/A	#2	N/A	N/A						N/A	N/A			
	LTE-1900 / WCS	#3	TPA-65R-LCUUUU-H6	70'-0"						N/A	(1) RRUS-32 B30 (1) 4415-B25			
	N/A	#4	N/A	N/A		N/A	N/A							
	LTE-700 / AWS	#5	TPA-65R-LCUUUU-H6	85'-0"		N/A	(2) CBC781921WT-DS (ON GROUND)			(1) RRUS-11 B12 (1) RRUS-32 B66				
BETA	LTE-700 / 850	#6	TPA-65R-LCUUUU-H6	76'-0"	133°	(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET			N/A	(2) CBC781921WT-DS (ON TOP)	(1) 4478-B14 (1) 4478-B5 (ALL ON GROUND)	(3) DC12-48-60-RM (6) DC2-48-60-0-9E	
	N/A	#7	N/A	N/A						N/A	N/A			
	LTE-1900 / WCS	#8	TPA-65R-LCUUUU-H6	70'-0"						N/A	(1) RRUS-32 B30 (1) 4415-B25			
	N/A	#9	N/A	N/A						N/A	N/A			
	LTE-700 / AWS	#10	TPA-65R-LCUUUU-H6	85'-0"						N/A	(2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 B12 (1) RRUS-32 B66		
GAMMA	LTE-700 / 850	#11	TPA-65R-LCUUUU-H6	76'-0"	268°			(6) 7/8" COAX	(3) DC POWER (3) FIBER (1) RET	N/A	(2) CBC781921WT-DS (ON TOP)	(1) 4478-B14 (1) 4478-B5 (ALL ON GROUND)		(3) DC12-48-60-RM (6) DC2-48-60-0-9E
	N/A	#12	N/A	N/A						N/A	N/A			
	LTE-1900 / WCS	#13	TPA-65R-LCUUUU-H6	70'-0"						N/A	(1) RRUS-32 B30 (1) 4415-B25			
	N/A	#14	N/A	N/A						N/A	N/A			
	LTE-700 / AWS	#15	TPA-65R-LCUUUU-H6	85'-0"						N/A	(2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 B12 (1) RRUS-32 B66		

PREPARED BY:
NEXIUS
TRADEGATE FOR BUSINESS THROUGH WORDS

ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (978) 755-1862

CLIENT:

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL NAME:

JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER
ELECTRICAL/POWER

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. E-17972
FIRM REGISTRATION RENEWAL 02/31/19
PE LICENSE RENEWAL 06/30/19
THIS DOCUMENT IS THE DESIGN PROPERTY AND COPYRIGHT OF NEXIUS AND FOR THE EXCLUSIVE USE OF THE TITLE "OWNER". REPRODUCTION OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OWNER IS STRICTLY PROHIBITED.

REV	DATE	DESCRIPTION	BY
A	06/31/18	FOR REVIEW	GG
B	10/06/18	FOR REVIEW	DY
C	11/20/18	FOR REVIEW	TB
D	11/28/18	FOR REVIEW	TB
E	01/26/19	FINAL CD	DY
1	02/06/19	REVISED CD	DY
2	03/06/19	REVISED CD	DY

SITE INFORMATION: TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
SITE NAME:
SPRING CREEK/COIT
SITE NUMBER:
D102086
FAI LOCATION CODE:
10078106
DATE BY:
MRN04040208 / MRN04040126
MRN04040358
ADDRESS:
3817 SANDY TRAIL LANE
PLANO, TX 75023

DRAWN BY: GG DATE: 06/31/18
CHECKED BY: CD DATE: 03/05/19

NEXIUS P/N: 3012A06LAP
SHEET TITLE: RF SCHEDULE
SHEET NUMBER: C-7




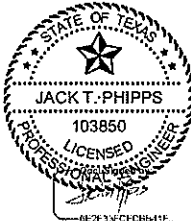
ERICSSON RRUS 4478 B14 / B5	
DIMENSIONS (HxWxD)	16.5"x13.4"x7.7"
WEIGHT	59.9 lbs.

① ERICSSON – RRUS-4478 B14 / B5
N.T.S.



ERICSSON RRUS 4415 B25	
DIMENSIONS (HxWxD)	16.5"x13.4"x5.9"
WEIGHT	46.0 lbs.

② ERICSSON – RRUS-4415 B25
N.T.S.

PREPARED BY: NEXIUS <small>TRANSFORM YOUR BUSINESS. THROUGH MOBILITY.</small> ENGINEERING OFFICE: 7A LIBERTY WAY WESTFORD, MA 01886 T (978) 755-1622	
CLIENT:  1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234	
PROFESSIONAL STAMP:  <small>0621347CFCB641F</small>	
NEXUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972 FIRM REGISTRATION RENEWAL 07/31/19 PE LICENSE RENEWAL 06/30/19 <small>THIS DOCUMENT IS THE SOLE PROPERTY AND COPYRIGHT OF NEXUS AND FOR THE EXCLUSIVE USE OF THE CLIENT. DUPLICATION OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CLIENT IS STRICTLY PROHIBITED.</small>	
REV.	DATE DESCRIPTION BY
A	06/31/18 FOR REVIEW GG
B	10/06/18 FOR REVIEW DY
C	11/20/18 FOR REVIEW TB
D	11/28/18 FOR REVIEW TB
E	01/29/19 FINAL CD DY
1	02/06/19 REVISION CD DY
2	03/06/19 REVISION CD DY
SITE INFORMATION: TOWER OWNER: CITY OF PLANO PROJECT NUMBER: BU: N/A SITE NAME: SPRING CREEK/COT SITE ADDRESS: D102286 TA LOCATION/DRAW: 10078108 FACILITY: MWNEX040208 / MWNEX040128 MWNEX040458 ADDRESS: 3617 SANDY TRAIL LANE PLANO, TX 75023	
DRAWN BY:	DATE:
GG	08/31/18
CHECKED BY:	DATE:
CD	03/06/19
NEXUS P/N: 3012A0GLAP	
SHEET TITLE: EQUIPMENT DETAILS	
SHEET NUMBER: C-8	



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

To approve the terms and conditions of a Fifth Amendment to Communications Facilities License (Site # DX1038) by and between the City of Plano, Texas, and New Cingular Wireless PCS, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2018-19 thru 2028-29	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	66,958	790,628	857,586
Balance	0	66,958	790,628	857,586

FUND(S): Water & Sewer Fund

COMMENTS: This item is to approve a Fifth Amendment to decrease the rental fee for the Communications Facilities License Agreement from \$5,531.64 to \$5,417.33 per month due to a change in equipment. Said decrease shall become effective on the effective date of this Fifth Amendment. This agreement includes an annual escalator of 3% at the renewal of each lease year. The annual estimated revenue for 2018-19 budget year is \$66,958. The future estimated revenue from 2019-20 through 2028-29 budget years is \$790,628, which will be dependent on contract renewals.

SUMMARY OF ITEM

To approve the terms and conditions of a Fifth Amendment to the Communications Facilities License Agreement by and between the City of Plano, Texas and New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Amendment	4/12/2019	Agreement

Cell Site No. DX1038/FA#:10003666
Market: North Texas
Address: 940 Stewart Avenue, Plano, Texas

FIFTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FIFTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("Fifth Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, Texas, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated December 14, 1998, and into a First Amendment to Communications Facilities License on March 12, 2009, and into a Second Amendment to Communications Facilities License on April 5, 2011, a Third Amendment to Communications Facilities License on November 26, 2013, and a Fourth Amendment to Communications Facilities License on August 16, 2017, and whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 940 Stewart Avenue, Plano, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, Licensee desires to modify the Site Plan as currently included in the Agreement and alter and make improvements to the Property or Premises as indicated on the Site Plan attached hereto as Exhibit "A"; and

WHEREAS, based upon the Site Plan attached hereto as Exhibit "A" and pursuant to the City of Plano's existing rate structure for the attachment of communications facilities to City water towers, approval of the Site Plan attached hereto as Exhibit "A" will result in a modified rent payment becoming due for the remaining term of the Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Rent. Appendix "B" Payment Terms and Conditions** of the Agreement is hereby modified to reflect that the LICENSEE's annual Rental Fee upon the execution of this Fifth Amendment shall be decreased by One Hundred Fourteen and 31/100 Dollars (\$114.31) per month so that the total monthly Rental Fee shall thereafter be in the amount of Five Thousand Four Hundred Seventeen and 33/100

Dollars (5,417.33) per month for a total of Sixty-Five Thousand Seven and 93/100 Dollars (\$65,007.93) annually. Said decrease shall become effective on the effective date of this Fifth Amendment. Any credit related to decreased rent under the terms of this Fifth Amendment for the remainder of the current Lease Year (i.e. until LICENSEE's next annual Rent Payment becomes due) shall be pro-rated based upon the new Rent Payment identified herein and shall be credited against LICENSEE's next rent payment. Rental Fees shall continue to be increased each year by three percent (3%) of the previous year's Rental Fee, including the next year after the execution of this Fifth Amendment.

2. **Equipment.** Licensor consents to the equipment modifications all in a manner in accordance with the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

CITY OF PLANO, TEXAS

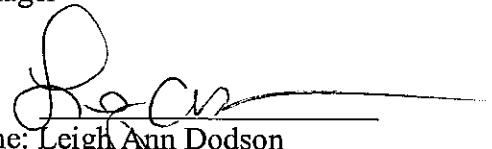
By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Paige Mims, CITY ATTORNEY

Date: _____

New Cingular Wireless PCS, LLC, a
Delaware limited liability company,
By: AT&T Mobility Corporation, its
Manager

By:  _____
Name: Leigh Ann Dodson
Title: Area Manager-RE&C NTX Network
Ops

Date: 4/9/19

LICENSOR ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared Bruce D. Glasscock known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

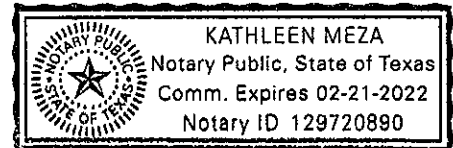
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Leigh Ann Dodson, Area Manager-RE&C NTX Network Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of April, 2019.

Kathleen Meza
Notary Public in and for the State of Texas

My Commission Expires 2/21/22



SITE INFORMATION

SITE NAME:	HWY 190/JUPITER
SITE ID:	DX1038
FA LOCATION CODE:	10003666
ADDRESS:	940 STEWART AVENUE
CITY, STATE ZIP:	PLANO, TX 75074
COUNTY:	COLLIN
LATITUDE:	33.011638°
LONGITUDE:	-96.667083°
GROUND ELEVATION:	629' A.M.S.L.
STRUCTURE TYPE:	WATER TANK
STRUCTURE HEIGHT:	187'-0" A.G.L.
RAD CENTER:	80'-0" A.G.L.
APPLICANT:	AT&T MOBILITY 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234
SITE ACQUISITION:	NEXIUS SOLUTIONS, INC. 1025 S BELTLINE RD. COPPELL, TX 75019
A&E SERVICES:	NEXIUS SOLUTIONS, INC. 7A LYBERRY WAY WESTFORD, MA 01886
TOWER OWNER:	CITY OF PLANO
CLASS IV RIGGING PLAN:	NO



at&t
Mobility

THE DESIGN SHOWN ON THESE DRAWINGS
IS BASED ON INFORMATION GATHERED FROM
AT&T RFDS V2018_1.00 DATED 5/16/2018.

SITE NAME:
HWY 190/JUPITER
SITE ID:
DX1038
FA LOCATION CODE:
10003666

PROJECT:
LTE- 6C / ANT.MOD
TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
FACE ID:
MRNTX040167 / MRNTX040257
MRNTX040261
ADDRESS:
940 STEWART AVENUE
PLANO, TX 75074
187'-0" WATER TANK

PREPARED BY:
NEXIUS
TAKE CARE YOUR BUSINESS THROUGH NEXIUS

ENGINEERING OFFICE:
7A LYBERRY WAY
WESTFORD, MA 01886
1 (978) 755-1862

CLIENT:
 at&t
Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP:
 JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER
562F336-CH08M4-F.

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. E-17972
FIRM REGISTRATION RENEWAL 02/31/19
PE LICENSE RENEWAL 06/30/19
THIS DOCUMENT IS THE PROPERTY OF NEXIUS AND FOR THE EXCLUSIVE USE BY THE TITLE CLIENT. SUPPLEMENT OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ENGINEER IS STRICTLY PROHIBITED.

REV.	DATE	DESCRIPTION	BY
A	06/01/18	FOR REVIEW	BN
B	08/22/18	FOR REVIEW	NA
C	10/02/18	FOR REVIEW	TS
D	10/03/18	FINAL CD	TS
1	10/22/18	REVISED CD	DY
2	02/06/19	REVISED CD	DY
3	03/06/19	REVISED CD	DY

SITE/ENGINEERING TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
SITE NAME:
HWY 190/JUPITER
SITE ID:
DX1038
FA LOCATION CODE:
10003666
FACE ID:
MRNTX040167 / MRNTX040257
MRNTX040261
ADDRESS:
940 STEWART AVENUE
PLANO, TX 75074

DRAWN BY:	BN	DATE:	06/01/18
CHECKED BY:	CD	DATE:	03/06/19

DESCRIPTION:
3012A0GLBE

NEXT TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

GENERAL NOTES AND APPLICABLE CODES

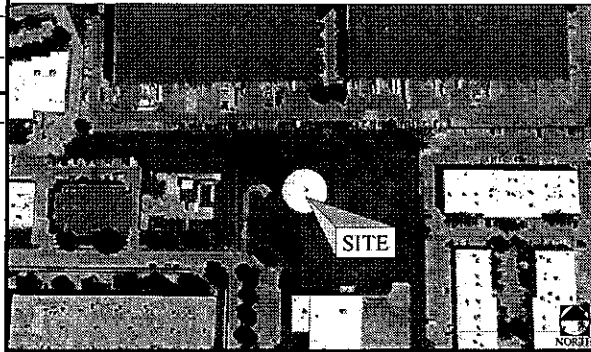
- THIS IS AN UNMANNED TELECOMMUNICATION FACILITY AND NOT FOR HUMAN HABITATION.
 - HANDICAPPED ACCESS IS NOT REQUIRED.
 - POISSABLE WATER OR SANITARY SERVICE IS NOT REQUIRED.
 - NO OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES REQUIRED.
- CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO NOTIFY THE ARCHITECT/ENGINEER PLACES THE RESPONSIBILITY ON THE CONTRACTOR TO CORRECT THE DISCREPANCIES AT THE CONTRACTOR'S EXPENSE.
- DEVELOPMENT AND USE OF THE SITE WILL CONFORM TO ALL APPLICABLE CODES, ORDINANCES AND SPECIFICATIONS.
 - ATT STANDARD - ATT-TP 76300, ATT-TP 76416 & ATT UPDATES AS REQUIRED
 - BUILDING CODE: INTERNATIONAL BUILDING CODE 2015
 - ELECTRICAL CODE: DESIGNED TO THE REQUIREMENTS OF THE 2017 NATIONAL ELECTRIC CODE WITH PROVISIONS. DRAWINGS WILL COMPLY WITH THE REQUIREMENTS OF THE LOCAL JURISDICTION AND THE CODE APPROVED BY THE LOCAL JURISDICTION.

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS.

 - AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION.
 - TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)
 - TIA 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA SUPPORTING STRUCTURES AND ANTENNAS WITH ADDENDUM.
 - TIA 607, GENERIC TELECOMMUNICATIONS BONDING AND GROUNDING (EARTHING) FOR CUSTOMER PREMISES.
 - INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
 - IEEE 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUNDING SYSTEM.
 - IEEE 1100 (2005) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT.
 - IEEE C92.41.1, RECOMMENDED PRACTICES ON CHARACTERIZATION OF SURGES IN LOW VOLTAGE (1000V OR LESS) AC POWER CIRCUITS.
 - TELECORDIA, GR-1276, GENERAL INSTALLATION REQUIREMENTS.
 - TELECORDIA, GR-1503, COAXIAL CONNECTORS.
 - ANSI T1.311, TELECOMMUNICATIONS - DC POWER SYSTEMS - TELECOMMUNICATIONS ENVIRONMENT PROTECTION.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

VICINITY MAP



SCOPE OF WORK

ALPHA, BETA, GAMMA:

LTE 6C 700 FIRST NET(MRNTX040167): ADD LTE 6C 700 RRUS 4478 AND MOUNT ON H-FRAME IN SHELTER. INSTALL NEW 2X 4.3 TO DIN 20' RF JUMPERS FROM RRU TO QUADPLEXERS ON BOTTOM AND 2X 4.3 TO DIN 12' RF JUMPERS FROM QUADPLEXERS TO ANTENNA ON POS1. INSTALL 2X 10M FIBER AND 1X 30' DC JUMPER (PWRT-210-).

LTE 4TRX 850 (MRNTX040257): REPLACE EXISTING LTE 850 RRUS-11 IN SHELTER WITH NEW LTE 850 RRUS-4478 BS ON EXISTING H-FRAME. INSTALL NEW 2X 4.3 TO DIN 20' RF JUMPERS FROM RRU TO QUADPLEXERS. INSTALL 1X ADDITIONAL 10M FIBER AND 1X 30' DC JUMPER (PWRT-210-).

LTE 4TRX PCS (MRNTX040261): REPLACE EXISTING LTE 1900 RRUS-11 ON TOP OF TOWER POS3 WITH NEW LTE 1900 RRUS-4415 B25 ON POS3 ON EXISTING 021 BRACKET BACK TO BACK WITH LTE WCS RRUS-32. INSTALL NEW 2X 4.3-10 TO 4.3-10 12' RF JUMPERS. RECONNECT EXISTING FIBER JUMPERS. INSTALL 1X ADDITIONAL FIBER JUMPER AND 1X DC JUMPER (PWRT-210-).

EXISTING ARE 3X POWER TRUNKS, 1X PAIR FIBER TRUNKS, 1X SQUIDS (PER SECTOR).

POWER:

LTE 6C 700 (MRNTX040167): LEAVE 1X 25 AMP FOR DUS UPGRADE. ADD 3X 25 AMP BREAKER FOR NEW 700 IF NECESSARY.

LTE 4TRX 850 (MRNTX040257): ADD 3X 25 AMP BREAKERS FOR NEW 850 IF NECESSARY.

LTE 4TRX PCS (MRNTX040261): ADD 3X 25 AMP BREAKERS FOR NEW 1900 IF NECESSARY.

ALL CABLE LENGTHS ARE ESTIMATES ONLY-- ADVISE IF CHANGES ARE NEEDED

PLEASE VERIFY AMOUNT OF AVAILABLE FIBER TRUNK SPARES

NOTE:

CM - PLEASE CHECK/IDENTIFY/QUANTIFY AND PROVIDE LIST FOR UP SCOPE DURING PRE-CON WALK ON CONDUITS, FITTINGS, CONNECTORS, ADAPTERS, ADHESIVES, SEALANTS, PULL BOXES, MULE TAPE (PULL STRING), PLUGS, SWEEPS AND BENDS, ATTACHMENTS, ETC. AS NEEDED. LOOKS LIKE NEXIUS WILL BE PROVIDING THESE ON ALL PROJECTS UNDER TURF 4.0.

EXISTING INDOOR NETSURE 721

SHEET INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
C-1	OVERALL SITE PLAN
C-2	EQUIPMENT LAYOUT PLAN
C-3	TOWER ELEVATIONS
C-4	ENLARGED ANTENNA PLANS ALPHA
C-5	ENLARGED ANTENNA PLANS BETA
C-6	ENLARGED ANTENNA PLANS GAMMA
C-7	RF SCHEDULE
C-8	EQUIPMENT DETAILS



Know what's below.
Call before you dig.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

NEXIUS LEASING/SITE ACQUISITION:	DATE:
NEXIUS A&E:	DATE:
NEXIUS CM:	DATE:
AT&T CM:	DATE:
AT&T RF:	DATE:

RECOMMENDATIONS

- [illegible]

- WATER USED IN CONCRETE MUST BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, SUGAR, SUGAR, VEGETABLE, OR OTHER DELICIOUS SUBSTANCES.
- D. ALL CONCRETE SHALL CONTAIN AN AIR-ENTRAPPING AGGREGATE COMPLYING WITH THE REQUIREMENTS OF ASTM C-760 AND A/C 113. IF A WATER-REDUCING ADJUVANT COMPLYING WITH THE REQUIREMENTS OF AASHTO M-85 IS USED, THE ADJUVANT SHALL BE PROVIDED AND THE BATCHED IN SOLUTION. THIS UNLESS EXCEPT CALCIUM OR AN ADJUVANT CONTAINING SULFUR IS PROHIBITED. ALL SUPPLIERS OF THE SAME MANUFACTURE TO ASSURE CONSISTENCY, ACCEPTABLE MANUFACTURES ARE:
- S&P CORP.
 - GUN-PAC BUILDERS
 - LITCO CHEMICAL CO.
- E. CURING COMPOUND SHALL CONFORM TO ASTM C-698, TYPE I, RL CLASSES A AND B AND ASTM G-131 AS APPLICABLE.
- 2.3 CONCRETE MIX:
- A. PROPORTION CONCRETE MIX IN ACCORDANCE WITH REQUIREMENTS OF A/C 301. THE STRENGTH OF CONCRETE SHALL BE AS INDICATED ON THE DRAWINGS. WHERE SPECIFIC IS NOT CLEARLY INDICATED, CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
- B. ALL CONCRETE SHALL BE 45 TO 6% AIR ENTRAINED.
- C. ALL STRUCTURAL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT.
- PART 3 - EXECUTION
- 3.1 GENERAL:
- A. CONSTRUCT AND ERECT THE FORM WORK IN ACCORDANCE WITH A/C 301 AND A/C 347.
- B. COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH A/C 308.
- C. HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH A/C 305.
- 3.2 REINFORCING STEEL:
- A. CONNECTION SHALL EXCEED ALL CALL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS FOR OPENINGS, SLICES, ANCHORS BOLDS, INSERTS AND OTHER ITEMS TO BE BUILT INTO THE CONCRETE WORK.
- B. COORDINATE THE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, KEEPSHIPS, PILES, CHAINS, ANCHORS, INSERTS AND OTHER ITEMS TO BE EMBEDDED.
- C. EMPLOYEES SHALL BE SET ACCORDING TO LOCATION, ALIGNMENT, ELEVATION AND PLUMBNESS. LOCATE AND MEASURE FROM ESTABLISHED SURVEYED REFERENCE BENCHMARKS.
- D. EMBEDDED ITEMS SHALL BE ANVISED AND PLACED IN A MANNER TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT AND CONSOLIDATION. COMPLETIONS TO PROVIDE TEMPORARY BRACING, ALIGNMENT, AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.
- 3.3 REINFORCEMENT PLACEMENT:
- A. PLACE REINFORCEMENT ACCORDING TO DESIGN AND RELEASED DRAWINGS AND IN ACCORDANCE WITH A/C 301 AND A/C 316.
- B. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORM WHEN CONSTRUCTION FOR OTHER PLACEMENT AND CONSTRUCTION SUPPORT REINFORCE ON METAL CHAIRS, NUMBERS, BUSHETS, SPACERS AND HANGERS.
- C. SPLICES OF REINFORCING BARS SHALL BE CLASS II UNLESS SHOWN OTHERWISE ON THE DRAWINGS. SPLICES SHALL BE STAGGERED, FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.
- D. LOCATE REINFORCEMENT TO PROVIDE CONCRETE COVER AND BENDING SHOW ON THE DRAWINGS. MINIMUM COVER SHALL BE AS FOLLOWED BY A/C 316.
- E. WELDING OF AND TO ANY REINFORCING MATERIALS INCLUDING TACK WELDING OF OVERLAPping BARS IS STRICTLY PROHIBITED.
- 3.4 CONCRETE PLACEMENT:
- A. PRIOR TO PLACING CONCRETE, THE FORMS AND REINFORCEMENT SHALL BE THOROUGHLY INSPECTED. ALL UTILITYBAR, BRACKET, TIES AND CLAYS REMOVED. ALL CRACKS FOR UTILITY PROPERLY BREKED. ALL FORMS PROPERLY SEALED IN THEIR CORRECT POSITION AND MAKE TEST. ALL REINFORCEMENT AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATION, ALL OLD AND NEW CONCRETE AND BAR SHALL BE CLEANED OFF AND ALL STANDING WATER AND OTHER FOREIGN MATERIAL REMOVED.
- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH A/C 301 AND A/C 304. SHALL BE CARRIED OUT AT SUCH A RATE THAT THE CONCRETE IMMEDIATELY PLACED IS WELL PLACED AND INTEGRATED WITH THE PREVIOUS PLACED CONCRETE. CONCRETE END SUPPORT SHALL BE CARRIED OFF AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETELY PLACED. NO COLD JOINTS SHALL BE ALLOWED.
- C. ALL CONCRETE SHALL BE THOROUGHLY INSPECTIONED AND COMPACTED BY VIBRATION SPACING, ROOMING, OR TAMPING DURING THE OPERATION OF PLACING AND COMPENSING IN ACCORDANCE WITH A/C 309. THE CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS AND INTO THE CORNER OF THE FORMS SO AS TO ELIMINATE ALL AIR AND STRIKE POCKETS.


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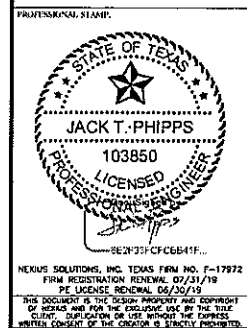
ENGINEERING OFFICE:
72 LIBERTY WAY
WESTFORD, MA 01865
1 (978) 755-1862

CLIENT:



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Mobility

1801 VALLEY MEW LANE
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SECURITY INDEX			
ALY.	DATE	REMARKS	BY
A	06/01/78	FOR REVIEW	BA
B	06/22/78	FOR REVIEW	BA
C	10/02/78	FOR REVIEW	TS
D	10/03/78	FINAL CO	
1	10/22/78	REMOVED CO	DY
2	02/04/79	REMOVED CO	DY
3	03/06/79	REMOVED CO	DY

SITING ORIGIN FOR TOWER ON/UNDER
 CITY OF PLANO
 STREET NUMBER:
 SUB: N/A
 SITE NAME:
HWY 180/JUPITER
 SITE NUMBER:
DX10356
 FACILITY IDENT. CODE:
10003666
 FACILITY:
WRNT-DX10187 / WRNT-DX40257
WRNT-DX40261
 ADDRESS:
840 STEWART AVENUE
PLANO, TX 75074

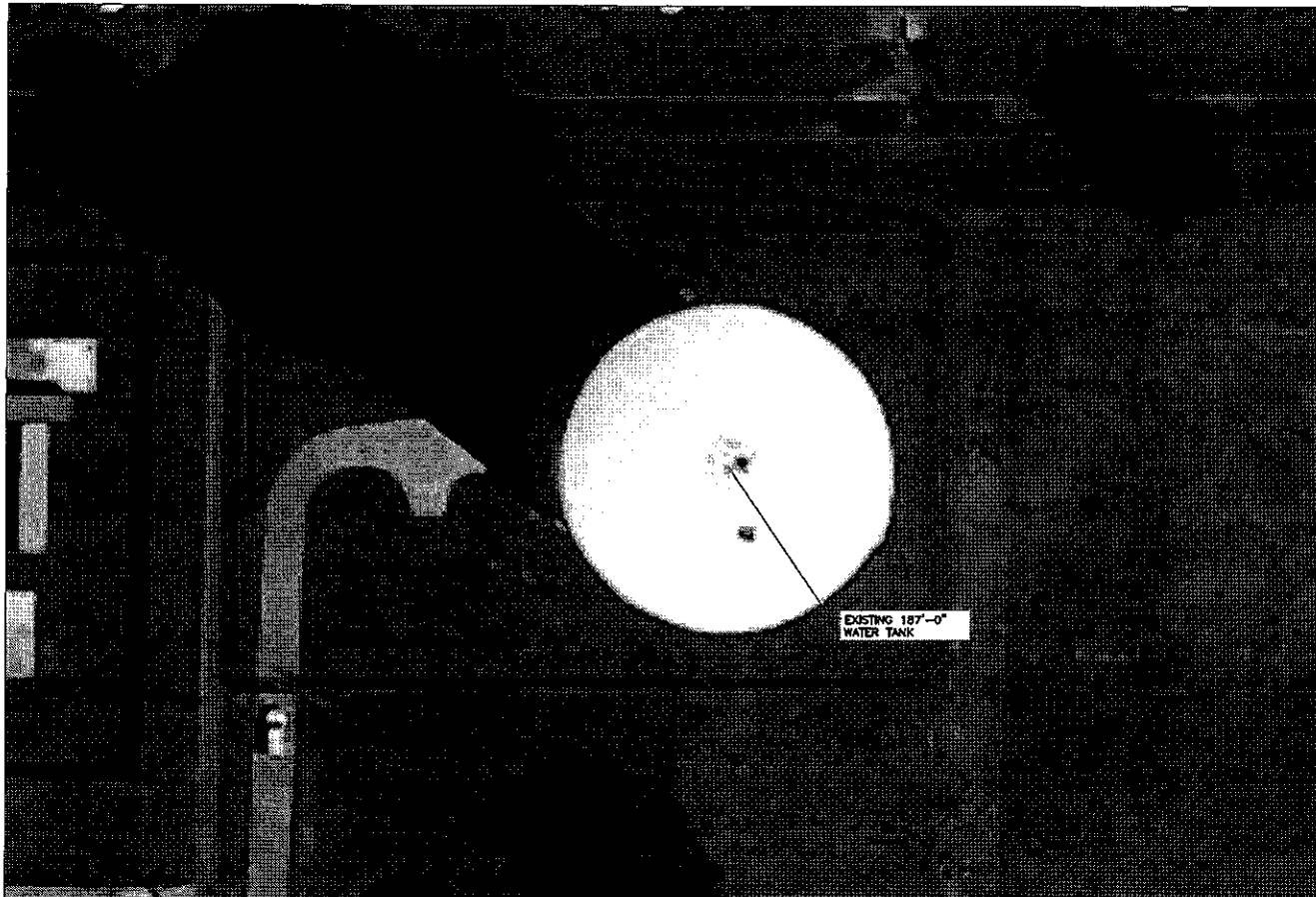
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CHECKED BY: CD	DATE: 03/06/19
NEXUS PPN: 701240CLRE	

SHIFT NUMBER:

GN-1

NOTE:

THIS PLAN WAS CREATED BASED ON INFORMATION GATHERED FROM AERIAL PHOTOGRAPHY, GIS DATA, AND/OR ASSESSORS MAPS PROVIDED BY LOCAL SOURCES. THIS PLAN IS IN NO WAY INTENDED TO BE USED AS A BOUNDARY SURVEY.



① SITE PLAN
SCALE: 1:40

GRAPHIC SCALE: 1:40 (IN FEET)

PREPARED BY:
NEXIUS
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ENGINEERING OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
1 (978) 755-1882

CLIENT:

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

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JULY 2018

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D	10/03/18	FINAL CD	TS
1	10/22/18	REVISED CD	DY
2	02/06/19	REVISED CD	DY
3	03/08/19	REVISED CD	DY

SITE INFORMATION FOR THE OWNER:
CITY OF PLANO
ITRAN PROJECT
BUE N/A
NTHS/SAFE
HWY 180/JUPITER
SITE NUMBER
DX1038
FALLINGWATER DRIVE
10003668
PLOT 101
MRNDX040167 / MRNDX040257
MRNDX040281
940 STEWART AVENUE
PLANO, TX 75074

DRAWN BY:	DATE:
EN	08/01/18
CHECKED BY:	DATE:
CD	03/06/19

NEXIUS P/N: 3012A0CLBE

PROJECT TITLE:
OVERALL SITE PLAN

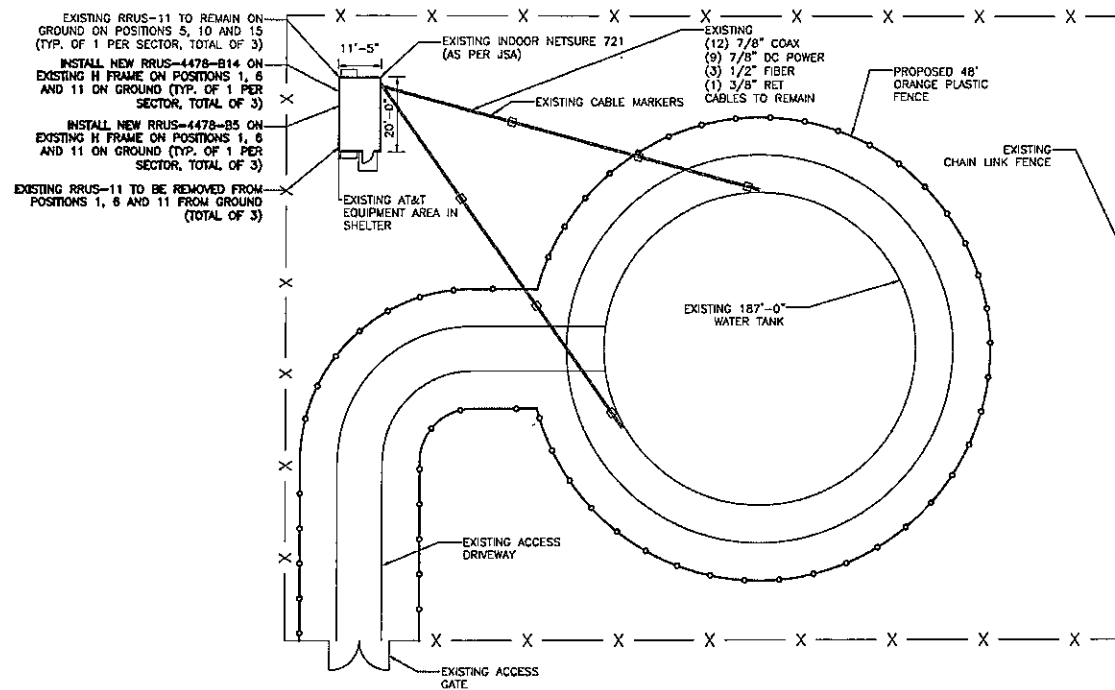
KEY PLAN:

C-1

Exhibit A

NOTE:
LIFT TRUCK WILL NOT DRIVE OUTSIDE THE ORANGE FENCE.

NOTE:
SITE PRESERVATION AND RESTORATION:
1. ANY DAMAGE OCCURRING TO THE GROUNDS (SOD, IRRIGATION, ETC.) DURING CONSTRUCTION SHALL BE REPAIRED TO EXISTING CONDITIONS OR TTER TO THE CITY MANAGER OR HIS DESIGNEE'S SATISFACTION AT CONTRACTOR'S EXPENSE.
2. CONTRACTOR WILL NOT BE ALLOWED ON SITE AFTER RAIN EVENTS. SITE MUST BE DRY PRIOR TO START OF ANY WORK. CITY WILL MAKE THIS DETERMINATION.



① COMPOUND PLAN
SCALE: 1/32" = 1'-0"

GRAPHIC SCALE: 1/32" = 1'-0"

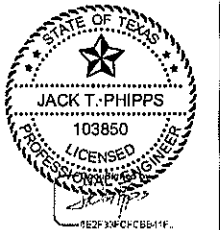
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D	10/03/18	FINAL CD	TS
1	10/22/18	REMOVED CD	DY
2	02/06/19	REMOVED CD	DY
3	03/06/19	REMOVED CD	DY

SITE INTEGRATIONS TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
SITE NAME:
HWY 190/JUPITER
SITE NUMBER:
DX1038
FAX LOCATION CODE:
10003868
DATE BY:
MRNTH040167 / MRNTH040257
MRNTH040281
940 STEWART AVENUE
PLANO, TX 75074

DRAWN BY:	EN	DATE:	06/01/18
CHECKED BY:	CD	DATE:	03/08/19

NEXIUS P/N: 3012A00LBE

SHEET TITLE:
EQUIPMENT LAYOUT PLAN

SHEET NUMBER:

C-2

NOTE:
PROJECT OWNER IS RESPONSIBLE FOR PROVIDING A STRUCTURAL STABILITY ANALYSIS TO DETERMINE CAPACITY AND SUITABILITY OF THE EXISTING ANTENNA SUPPORT STRUCTURE AND/OR TOWER STRUCTURE TO SAFELY CARRY ALL ADDITIONAL LOADS IMPOSED BY THE PROPOSED EQUIPMENT AS SHOWN HEREIN. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR INCORPORATING ANY REQUIRED STRUCTURAL MODIFICATIONS INTO THEIR SCOPE OF WORK.

NOTE:
-REPLACE EXISTING RADIOS WITH PROPOSED RADIOS.
-NO NEW ATTACHMENTS ARE BEING PROPOSED.
-USE EXISTING MOUNT.

TOP OF WATER TANK
ELEV: 187'-0" A.G.L.

TOP OF WATER TANK
ELEV: 187'-0" A.G.L.

C.L. OF
EXISTING AT&T ANTENNAS
ELEV: 80'-0" A.G.L.

C.L. OF
EXISTING AT&T ANTENNAS
ELEV: 80'-0" A.G.L.

EXISTING DIPLEXER MODEL /
CBC781921WT-US TO REMAIN (TYP. OF
4 PER SECTOR, TOTAL OF 12)
EXISTING POWER / FIBER SQUID
DC6-48-60-18-8F TO REMAIN (TYP.
OF 1 PER SECTOR, TOTAL OF 3)
EXISTING RRUS-32 B66 TO REMAIN
(TYP. OF 1 PER SECTOR, TOTAL OF 3)
EXISTING ANTENNA MODEL /
TPA-65R-LCUUUU-H6 TO REMAIN
(TYP. OF 3 PER SECTOR, TOTAL OF 9)

EXISTING RRUS-32 TO REMAIN (TYP.
OF 1 PER SECTOR, TOTAL OF 3)
EXISTING RRUS-11 TO BE REMOVED FROM
POSITIONS 3, 8 AND 13 (TOTAL OF 3)

EXISTING CABLE TRAY
EXISTING 187'-0"
WATER TANK
EXISTING
(12) 7/8" COAX
(9) 7/8" DC POWER
(3) 1/2" FIBER
(1) 3/8" RET
CABLES TO REMAIN

EXISTING GRADE
ELEV: 0'-0" A.G.L.

① TOWER ELEVATION (EXISTING)
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"

EXISTING DIPLEXER MODEL /
CBC781921WT-US TO REMAIN (TYP. OF
4 PER SECTOR, TOTAL OF 12)
EXISTING POWER / FIBER SQUID
DC6-48-60-18-8F TO REMAIN (TYP.
OF 1 PER SECTOR, TOTAL OF 3)
EXISTING RRUS-32 B66 TO REMAIN
(TYP. OF 1 PER SECTOR, TOTAL OF 3)
EXISTING ANTENNA MODEL /
TPA-65R-LCUUUU-H6 TO REMAIN
(TYP. OF 3 PER SECTOR, TOTAL OF 9)

EXISTING RRUS-32 TO REMAIN (TYP.
OF 1 PER SECTOR, TOTAL OF 3)
INSTALL NEW RRUS-4415-B25 ON
POSITIONS 3, 8 AND 13 (TYP. OF 1 PER
SECTOR, TOTAL OF 3)

EXISTING CABLE TRAY
EXISTING 187'-0"
WATER TANK
EXISTING
(12) 7/8" COAX
(9) 7/8" DC POWER
(3) 1/2" FIBER
(1) 3/8" RET
CABLES TO REMAIN

EXISTING GRADE
ELEV: 0'-0" A.G.L.

② TOWER ELEVATION (PROPOSED)
SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"

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ENGINEERING OFFICE:
741 LYBERTY WAY
WESTFORD, MA 01886
1 978 255-1880

CLIENT:
at&t
Mobility

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP
STATE OF TEXAS
JACK T. PHIPPS
103850
LICENSED PROFESSIONAL ENGINEER
062233P CFCB041F

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D	10/03/18	FINAL CD	TR
1	10/22/18	REVISED CD	DT
2	02/06/19	REVISED CD	DT
3	03/06/19	REVISED CD	DT

STATION INFORMATION: TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
SITE NAME:
HWY 180/JUPITER
SITE NUMBER:
DK1038
PA LOCATION CODES:
10003966
FACILITY:
MRNTX040187 / MRNTX040257
MRNTX040261
ADDRESS:
940 STEWART AVENUE
PLANO, TX 75074

DRAWN BY:	EN	DATE:	06/01/18
CHECKED BY:	CD	DATE:	03/06/19

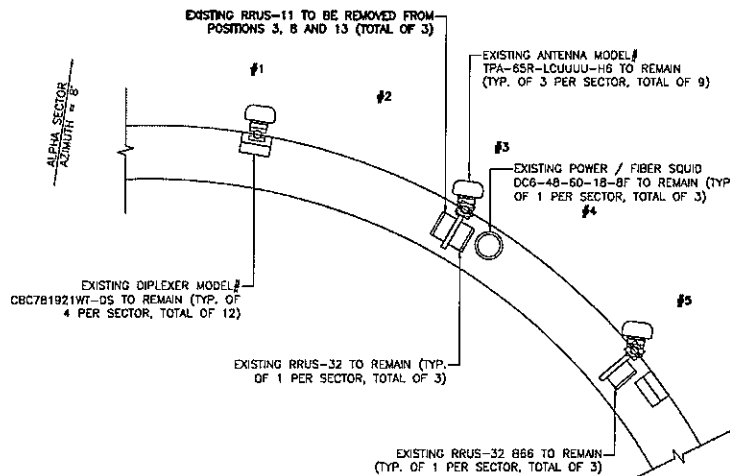
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SHEET TITLE:
TOWER ELEVATIONS

SHEET NUMBER:

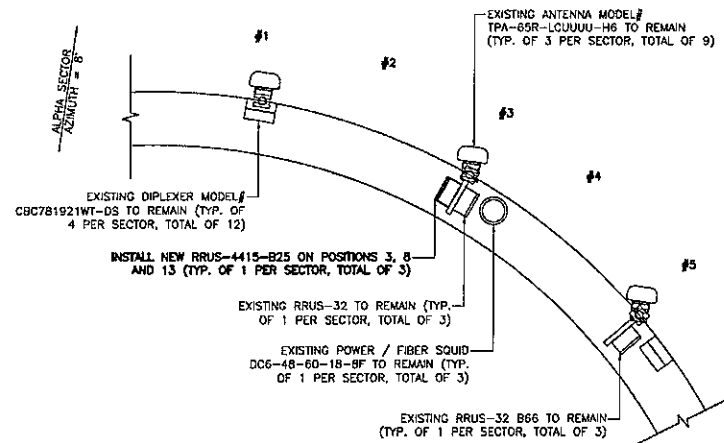
C-3

NOTE:
 -REPLACE EXISTING RADIOS WITH PROPOSED RADIOS.
 -NO NEW ATTACHMENTS ARE BEING PROPOSED.
 -USE EXISTING MOUNT.



① ANTENNA PLAN (EXISTING ALPHA)
 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"



② ANTENNA PLAN (PROPOSED ALPHA)
 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"

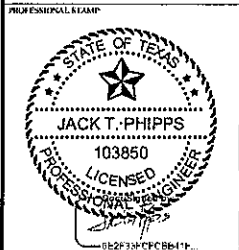
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 74 LYBERRY WAY
 WESTFORD, MA 01886
 1 (978) 755-1000

CLIENT:

at&t
 Mobility

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 FARMERS BRANCH, TX 75234



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1	10/22/18	REVISED CD	DY
2	02/06/19	REVISED CD	DY
3	03/06/19	REVISED CD	DY

MEETING LOCATIONS / TOWER NUMBER:
 CITY OF PLANO
 TOWER NUMBER:
 BU: N/A
 SITE NAME:
 HWY 190/JUPITER
 RILEY CENTER
 DX1038
 FEA LOCATION CODE:
 10003558
 TOWER:
 MRNTO40167 / MRNTO40257
 MRNTO40261
 ADDRESS:
 940 STEWART AVENUE
 PLANO, TX 75074

DRAWN BY:	EN	DATE:	08/01/18
CHECKED BY:	CD	DATE:	03/08/19

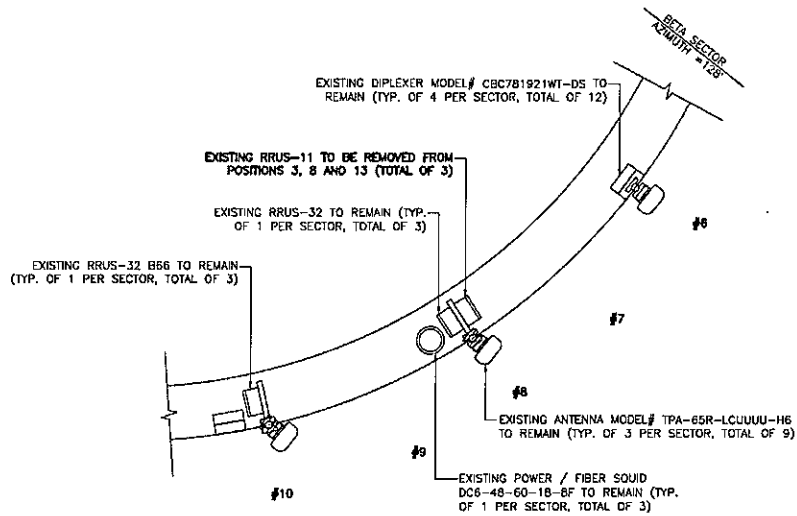
NEXIUS P/N: 3012A0GLBE

WORK TITLE:
 ENLARGED ANTENNA PLANS

SHEET NUMBER:

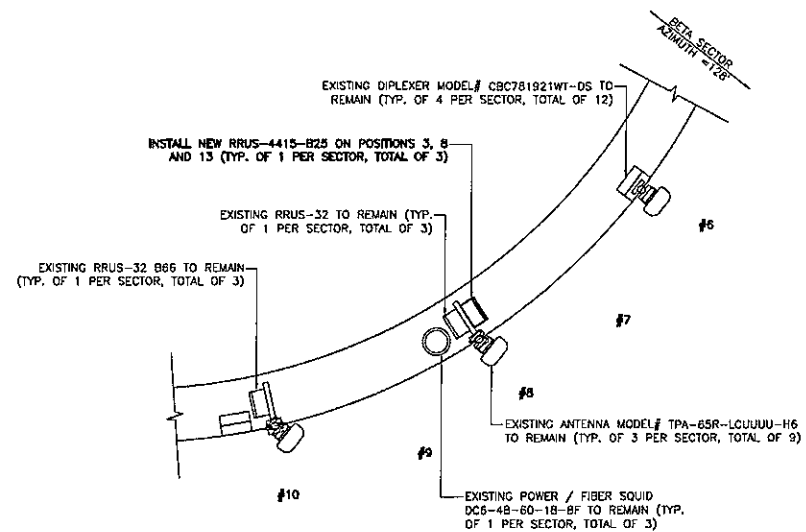
C-4

NOTE:
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 -NO NEW ATTACHMENTS ARE BEING PROPOSED.
 -USE EXISTING MOUNT.



① ANTENNA PLAN (EXISTING BETA)
 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"



② ANTENNA PLAN (PROPOSED BETA)
 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"

PREPARED BY:
NEXIUS
 TRAFFIC ENGINEERING & DESIGN SERVICES

ENGINEERING OFFICE:
 7A LYNDEN WAY
 WESTFORD, MA 01886
 1 (978) 755-1600

CLIENT:

 1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP

 JACK T. PHIPPS
 103850
 LICENSED PROFESSIONAL ENGINEER
 0628238-CF-C66B41F

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1	10/22/18	REVISED CD	DT
2	02/06/19	REVISED CD	DT
3	03/06/19	REVISED CD	DT

SITE INFORMATION: TOWER OWNER:
 CITY OF PLANO
 TOWER NUMBER:
 BU: N/A
 SITE NAME:
 HWY 150/JUPITER
 ALLEGRA
 DX1038
 PA LOCATION CODE:
 10003665
 FAC ID:
 MRNTO40187 / MRNTO40257
 MRNTO40261
 ADDRESS:
 940 STEWART AVENUE
 PLANO, TX 75074

DRAWN BY: EN DATE: 08/01/18

CHECKED BY: CD DATE: 03/08/19

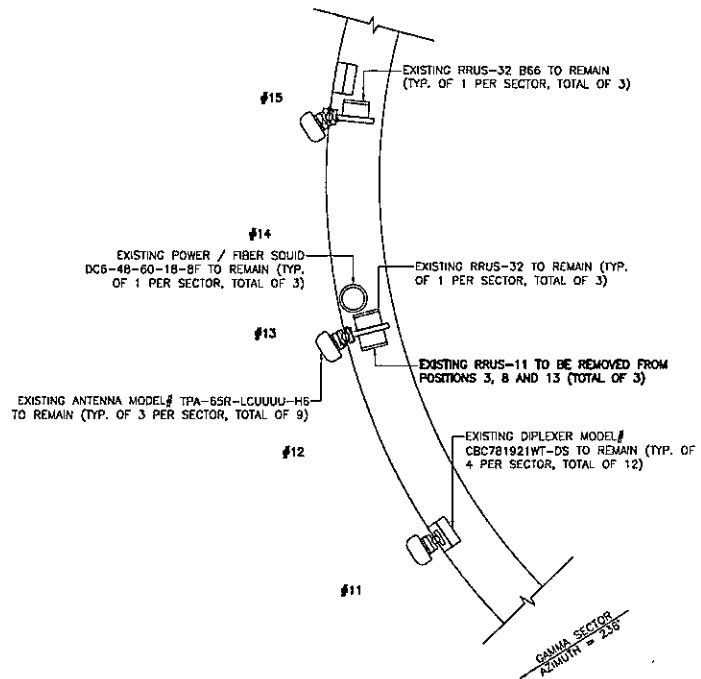
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 ENLARGED ANTENNA PLANS

SHEET NUMBER:

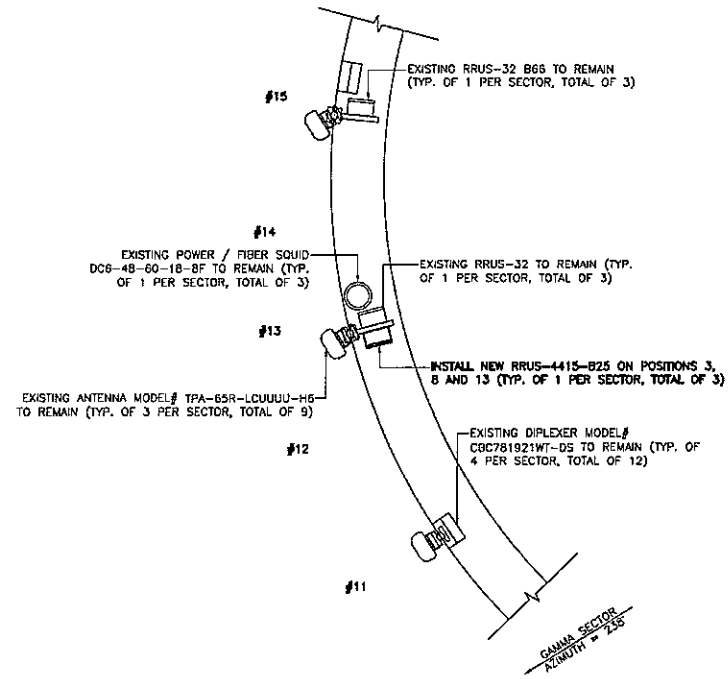
C-5

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 -NO NEW ATTACHMENTS ARE BEING PROPOSED.
 -USE EXISTING MOUNT.



① ANTENNA PLAN (EXISTING GAMMA)
 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"



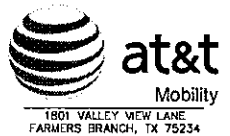
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 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"

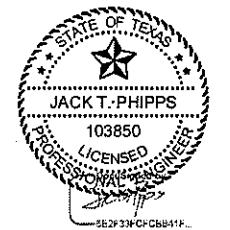
PREPARED BY:
NEXIUS
 FARMERS BRANCH, TEXAS THROUGH WHOLESALES

ENGINEERING OFFICE:
 7A LYBERRY WAY
 WESTFORD, MA 01886
 1 (978) 753-1682

CLIENT:



PROFESSIONAL STAMP:



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C	10/02/18	FOR REVIEW	YN
D	10/03/18	FINAL CD	YN
1	10/22/18	REVISED CD	DN
2	02/06/19	REVISED CD	DN
3	03/06/19	REVISED CD	DN

NOTE: NO DESIGN FOR YOUR OWNERS:
 CITY OF PLANO
 POWER NUMBER:
 BU: N/A
 SUB NAME:
 HWY 180/JUPITER
 SUB NUMBER:
 DX1038
 FAX: (972) 900-0001
 10003666
 FACILITY:
 MRNTO40167 / MRNTO40257
 MRNTO40261
 ADDRESS:
 940 STEWART AVENUE
 PLANO, TX 75074

DRAWN BY: EN DATE: 06/01/18

CHECKED BY: CD DATE: 03/06/19

NEXIUS P/N: 3012A00LRE

PROJECT TITLE:
 ENLARGED ANTENNA PLANS

SHEET NUMBER:

C-6

EXISTING																	
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (AGL)	AZIMUTH	COAX CABLES	OTHER CABLES	TMA'S	TOWER DIPLEXERS	RRU'S	OTHER DEVICES						
ALPHA	LTE-B50	#1	TPA-65R-LCUUUU-H6	80°-0°	8°	(12) 7/8" COAX	(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET	N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 (ON GROUND)	(3) DC6-48-60-18-8F						
	N/A	#2	N/A					N/A	N/A	N/A							
	LTE-WCS / 1900	#3	TPA-65R-LCUUUU-H6					N/A	N/A	(1) RRUS-32 (1) RUSS-11							
	N/A	#4	N/A					N/A	N/A	N/A							
	LTE-AWS / 700 / UITS-850	#5	TPA-65R-LCUUUU-H6					N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)							
BETA	LTE-B50	#6	TPA-65R-LCUUUU-H6	80°-0°	128°			(12) 7/8" COAX	(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET	N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 (ON GROUND)	(3) DC6-48-60-18-8F			
	N/A	#7	N/A							N/A		N/A	N/A				
	LTE-WCS / 1900	#8	TPA-65R-LCUUUU-H6							N/A		N/A	(1) RRUS-32 (1) RUSS-11				
	N/A	#9	N/A							N/A		N/A	N/A				
	LTE-AWS / 700 / UITS-850	#10	TPA-65R-LCUUUU-H6							N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)				
GAMMA	LTE-B50	#11	TPA-65R-LCUUUU-H6	80°-0°	238°					(12) 7/8" COAX		(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET	N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-11 (ON GROUND)	(3) DC6-48-60-18-8F
	N/A	#12	N/A										N/A		N/A	N/A	
	LTE-WCS / 1900	#13	TPA-65R-LCUUUU-H6										N/A		N/A	(1) RRUS-32 (1) RUSS-11	
	N/A	#14	N/A										N/A		N/A	N/A	
	LTE-AWS / 700 / UITS-850	#15	TPA-65R-LCUUUU-H6										N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)	
PROPOSED																	
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (AGL)	AZIMUTH	COAX CABLES	OTHER CABLES				TMA'S		TOWER DIPLEXERS		RRU'S	OTHER DEVICES	
ALPHA	LTE-700 / 850	#1	TPA-65R-LCUUUU-H6	80°-0°	8°	(12) 7/8" COAX	(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET				N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)		(1) 4478-B14 (ON GROUND) (1) 4478-B5 (ON GROUND)	(3) DC6-48-60-18-8F	
	N/A	#2	N/A								N/A		N/A		N/A		
	LTE-WCS / 1900	#3	TPA-65R-LCUUUU-H6								N/A		N/A		(1) RRUS-32 (1) 4415-B25		
	N/A	#4	N/A					N/A	N/A		N/A						
	LTE-AWS / 700 / UITS-850	#5	TPA-65R-LCUUUU-H6					N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)		(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)						
BETA	LTE-700 / 850	#6	TPA-65R-LCUUUU-H6	80°-0°	128°			(12) 7/8" COAX	(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET		N/A		(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) 4478-B14 (ON GROUND) (1) 4478-B5 (ON GROUND)	(3) DC6-48-60-18-8F		
	N/A	#7	N/A								N/A		N/A	N/A			
	LTE-WCS / 1900	#8	TPA-65R-LCUUUU-H6								N/A		N/A	(1) RRUS-32 (1) 4415-B25			
	N/A	#9	N/A							N/A	N/A	N/A					
	LTE-AWS / 700 / UITS-850	#10	TPA-65R-LCUUUU-H6							N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)					
GAMMA	LTE-700 / 850	#11	TPA-65R-LCUUUU-H6	80°-0°	238°					(12) 7/8" COAX	(9) 7/8" DC POWER (3) 1/2" FIBER (1) 3/8" RET	N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) 4478-B14 (ON GROUND) (1) 4478-B5 (ON GROUND)			(3) DC6-48-60-18-8F
	N/A	#12	N/A									N/A	N/A	N/A			
	LTE-WCS / 1900	#13	TPA-65R-LCUUUU-H6									N/A	N/A	(1) RRUS-32 (1) 4415-B25			
	N/A	#14	N/A									N/A	N/A	N/A			
	LTE-AWS / 700 / UITS-850	#15	TPA-65R-LCUUUU-H6									N/A	(2) CBC781921WT-DS (2) CBC781921WT-DS (ON GROUND)	(1) RRUS-32 B66 (1) RRUS-11 (ON GROUND)			

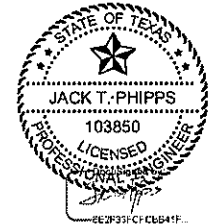
PREPARED BY:
NEXIUS
MANAGEMENT YOUR BUSINESS. THROUGH AERIALS.

ENGINEERING OFFICE:
2A LYREKITY WAY
WESTFORD, MA 01886
1 (978) 755-1882



1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

PROFESSIONAL STAMP



NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972
FIRM REGISTRATION RENEWAL 07/31/19
PE LICENSE RENEWAL 06/30/19

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REV	DATE	DESCRIPTION	BY
A	06/01/18	FOR REVIEW	EN
B	06/22/18	FOR REVIEW	AA
C	10/02/18	FOR REVIEW	TB
D	10/03/18	FINAL CD	TB
1	10/22/18	REMOVED CD	DY
2	02/06/19	REMOVED CD	DY
3	03/06/19	REMOVED CD	DY

STATION INFORMATION: TOWER OWNER:
CITY OF PLANO
TOWER NUMBER:
BU: N/A
SUBSTANTIAL:
HWY: 180/JUPITER
SITE NUMBER:
DX1036
FACILITY CODE:
10003666
MNTX040167 / MNTX040257
MNTX040281
ADDRESS:
940 STEWART AVENUE
PLANO, TX 75074

DRAWN BY: EN DATE: 06/01/18

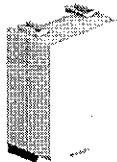
CHECKED BY: CD DATE: 03/08/19

NEXIUS P/N: 3012A0CLBE

SHEET TITLE: RF SCHEDULE

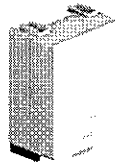
SHEET NUMBER:

C-7



ERICSSON RRUS 4478 B14	
DIMENSIONS (HxWxD)	16.5"x13.4"x7.7"
WEIGHT	59.9 lbs.

① ERICSSON - RRUS-4478-B14
N.T.S.




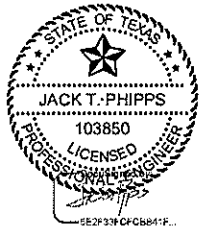
ERICSSON RRUS 4478 B5	
DIMENSIONS (HxWxD)	16.5"x13.4"x7.7"
WEIGHT	59.9 lbs.

② ERICSSON - RRUS-4478-B5
N.T.S.



ERICSSON RRUS 4415 B25	
DIMENSIONS (HxWxD)	16.5"x13.4"x5.9"
WEIGHT	46.0 lbs.

③ ERICSSON - RRUS-4415-B25
N.T.S.

PREPARED BY: NEXIUS <small>INTEGRATED TELECOMMUNICATIONS SOLUTIONS</small> ENGINEERING OFFICE: 7A LIBERTY WAY WESTFORD, MA 01886 1 877 755-1602			
CLIENT:  1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234			
PROFESSIONAL SEAL:  SE2P337CFC8841F...			
NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972 FIRM REGISTRATION RENEWAL 07/31/19 PE LICENSE RENEWAL 05/30/19 <small>THIS DOCUMENT IS THE SOLE PROPERTY AND COPYRIGHT OF NEXIUS AND FOR THE EXCLUSIVE USE OF THE CLIENT. REPRODUCTION OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OFFICE IS STRICTLY PROHIBITED.</small>			
REV	DATE	DESCRIPTION	BY
A	06/01/18	FOR REVIEW	EN
B	06/22/18	FOR REVIEW	NA
C	10/02/18	FOR REVIEW	TR
D	10/03/18	FINAL CD	YS
1	10/23/18	REMOVED CD	DY
2	02/06/19	REMOVED CD	DY
3	03/06/19	REMOVED CD	DY
SITE INFORMATION: TOWER OWNER: CITY OF PLANO TOWER NUMBER: BU: N/A SITE NAME: HWY 180/JUPITER SITE NUMBER: DX1038 PA LOCATION CODE: 10003668 FACILITY: MRNTX040187 / MRNTX040257 MRNTX040281 ADDRESS: 940 STEWART AVENUE PLANO, TX 75074			
DRAWN BY:		DATE:	
EN		06/01/18	
CHECKED BY:		DATE:	
CD		03/06/19	
NEXIUS P/N: 3012A0GLRE			
SHEET TITLE: EQUIPMENT DETAILS			
SHEET NUMBER: C-8			



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Shutterfly, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2020-21 through 2030-31	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	43,192,797	0	43,192,797
Encumbered/Expended Amount	0	-393,000	-13,195,154	-13,588,154
This Item	0	-229,710	0	-229,710
Balance	0	42,570,087	-13,195,154	29,374,933

FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND

COMMENTS:

Funding for this item is available in the Economic Development Incentive Fund.

SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Shutterfly, Inc., a Delaware corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Shutterfly, Inc. agrees to occupy 235,000 gross square feet of office space at the Southwest corner of Los Rios Boulevard and 14th Street, Plano, TX 75074 and transfer, retain or create up to 272 Job Equivalents by 12/31/2020.

<http://bit.ly/2WICAB1>

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Shutterfly_Chpt 380 Agmt_04-22-19	4/4/2019	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”), and Shutterfly, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of retail and manufacturing platform for personalized products and communications and plans to add Seventeen Million Dollars (\$17,000,000) of Real Property improvements and Five Million Dollars (\$5,000,000) of Business Personal Property (“BPP”) on the Real Property; and

WHEREAS, Company agrees to occupy at least 235,000 gross square feet of office, distribution and manufacturing space and transfer or create up to 272 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the City Council finds that the occupancy of at least 235,000 gross square feet of office, distribution and manufacturing space and the creation or transfer of up to 272 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Commencement Date” shall mean the earlier of the occupancy of the office, distribution and manufacturing space on the Real Property or March 31, 2020 whichever occurs first.

“Company” shall mean Shutterfly, Inc., a Delaware corporation.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean Southwest corner of Los Rios Boulevard and 14th Street, Plano, TX 75074.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) By the Commencement Date, occupy the office, distribution and manufacturing space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By December 31, 2020, create or transfer at least 272 Job Equivalents, and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a total cash grant of Two Hundred Twenty-Nine Thousand Seven Hundred Ten Dollars (\$229,710) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By March 31, 2020, Company shall occupy the office, distribution and manufacturing space at the Property. By December 31, 2020, Company shall create or transfer at least 272 Job Equivalents and maintain those Job Equivalents at the Property for a minimum of 180 days to be eligible to receive a payment of One Hundred Eight Thousand Eight Hundred Dollars (\$108,800). The payment will not be pro-rated.

Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (c) not earlier than June 30, 2021 and not later than September 30, 2021. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.

City will make the payment within thirty (30) days of receipt of the Initial Certification unless the City reasonably objects to the certification. In no event will the City make the payment prior to June 30, 2021.

(b) Subject to compliance with Section 4.02(a) above, Company may submit itemized expenses paid by or caused to be paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the Property in Plano, Texas for a Reimbursement Grant up to One Hundred Twenty Thousand Nine Hundred Ten Dollars (\$120,910). Failure to comply with this Section 4.02(b) shall not subject the grant in Section 4.02(a) to forfeiture. However, if the Company fails to occupy the Property for the entire term of the Agreement, Company shall refund to the City the entire Reimbursement Grant as provided in this Section 4.02(b). Payment will be made upon satisfaction of the receipt of Company's certification of compliance and receipt and approval of itemized expenses associated with Company's occupancy of the Property.

Company must submit the Certification for Reimbursement form attached hereto as Exhibit "B" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (c) not earlier than April 1, 2020 and not later than June 30, 2020. A

failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.

City will make the payment within thirty (30) days of receipt of the Certification for Reimbursement grant unless the City reasonably objects to the certification. In no event will the City make the Reimbursement Grant payment prior to April 1, 2020.

(c) Beginning January 31, 2022, Company must submit an annual certification on the form attached hereto as Exhibit “C” not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages as set out in Section 4.03.**

(d) All certifications must be executed by the Company’s chief executive or financial officer.

4.03 Refund/Default.

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Four Hundred Dollars (\$400) for each lost Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to maintain occupancy of the Property for the entire term of the Agreement, Company shall refund the City the entire Reimbursement Grant amount paid to Company by City for permit, building inspection, engineering and planning fees for the construction of the Property pursuant to Section 4.02(b). This refund is in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

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

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and

Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) If the Company fails to maintain occupancy at the Property, in default of Article III, Section (a) herein, at any point during the term of the agreement, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and employees of Company, as required by Article III herein, are present and performing their job duties on a full time basis on the site. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(d) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI

Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII

Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Ms. Paige Mims
City Attorney
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Shutterfly, Inc.
Attention: Mr. Dwayne Black
SVP & Chief Operations Officer
1000 Shutterfly Blvd.
Fort Mill, SC 29708

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

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

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

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

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

Company also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.07 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

8.11 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

SHUTTERFLY, INC., a Delaware company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Shutterfly, Inc. has occupied the office, distribution and manufacturing space and transferred or added at least 272 Job Equivalent positions at the Real Property by December 31, 2020 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Shutterfly, Inc. has failed to occupy the office, distribution and manufacturing space and/or has failed to transfer or add at least 272 Job Equivalent positions at the Real Property by December 31, 2020 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

SHUTTERFLY, INC., a Delaware company

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due not earlier than June 30, 2021 and not later than September 30, 2021.

This Certificate of Compliance should be mailed to:

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

EXHIBIT “B”

CERTIFICATION FOR REIMBURSEMENT

_____ a. Subject to compliance with Section 4.02(a) of this Agreement, I hereby certify that Shutterfly, Inc. has submitted itemized expenses paid by or caused to be paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for a one-time reimbursement in an amount not to exceed One Hundred Twenty Thousand Nine Hundred Ten Dollars (\$120,910), attached hereto as Exhibit “1”, and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of that Agreement in the amount of _____ Dollars.

_____ b. I hereby certify that Shutterfly, Inc. has failed to submit itemized expenses paid by or caused to be paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.

ATTEST:

SHUTTERFLY, INC., a Delaware company

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due not earlier than April 1, 2020 and not later than June 30, 2020.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that Shutterfly, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Shutterfly, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.
- _____ b. I hereby certify that Shutterfly, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Shutterfly, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

SHUTTERFLY, INC., a Delaware company

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due by January 31 of each year beginning on January 31, 2022, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2020-2030 by and between Shutterfly, Inc., a Delaware corporation, and the City of Plano, Texas, authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2020-21 through 2030-31	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:

The agreement proposes to provide a fifty percent (50%) rebate on Real Property taxes paid. The tax revenue received will be contingent on the property valuation and the applicable Ad Valorem tax rate.

SUMMARY OF ITEM

A request from Shutterfly, Inc., to relocate its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Shutterfly, Inc. agrees to occupy at least 235,000 square feet of office, distribution and manufacturing space at the Southwest corner of Los Rios Boulevard and 14th Street, Plano, TX 75074 and transfer or create up to 272 Full-Time Job Equivalents by 12/31/2020.
<http://bit.ly/2WICAB1>

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Shutterfly_Tax Rebate Agmt_04-22-19	4/9/2019	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT TAX REBATE

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Shutterfly, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of retail and manufacturing platform for personalized products and communications and plans to add Seventeen Million Dollars (\$17,000,000) of Real Property improvements and Five Million Dollars (\$5,000,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 235,000 gross square feet of office, distribution and manufacturing space and transfer or create up to 272 Full-Time Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Council finds that the occupancy of at least 235,000 gross square feet of office, distribution and manufacturing space and the creation or transfer of up to 272 Full-Time Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Ad Valorem Property Taxes” means those taxes paid each year to City of

Plano for the Real Property and the Personalty. Ad Valorem Property Taxes excludes taxes paid to any taxing entities other than the City of Plano.

“Company” shall mean Shutterfly, Inc., a Delaware corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Commencement Date” shall mean the earlier of the occupancy of the office, distribution and manufacturing space on the Real Property or March 31, 2020 whichever occurs first.

“Personalty” shall mean the tangible business personal property located at the Real Property, excluding inventory and supplies, and used within the office, distribution and manufacturing space on the Real Property.

“Real Property” or “Property” shall mean the building occupied by Company at the Southwest corner of Los Rios Boulevard and 14th Street, Plano, TX 75074, more particularly described by metes and bounds in Exhibit “A” attached hereto and made a part hereof.

Article II

Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein. The tax abatement rebate as to Real Property improvements, as provided for herein, shall be for a period of ten (10) years, from January 1, 2021 until December 31, 2030.

Article III

Obligations of Company

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

(a) On or before March 31, 2020, occupy at least 235,000 gross square feet of office, distribution and manufacturing space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2020, Company shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 235,000 gross square feet of office, distribution and manufacturing space with an assessed taxable value of not less than Seventeen Million Dollars (\$17,000,000) for **new improvements added** to the Real Property as determined by the Collin County Central Appraisal District for the 2020 tax year; and

(c) For the duration of the Agreement, Company must annually pay the Real Property and Personalty taxes owed the City and not become delinquent in such payment; and

(d) For the duration of the Agreement, Company shall not protest the assessed taxable value of the Real Property improvements if it results in an assessed taxable value less than the minimum required by Article III (b).

Article IV Economic Development Grant

4.01 Subject to Company complying with each of the obligations set out in Article III above and filing of the certification requirement set out in Section 4.02 below, the City agrees to provide the Company a cash economic development grant as set out herein. Beginning January 1, 2021 and annually thereafter for the term of the Agreement, the City shall pay to Company a cash rebate equal to fifty percent (50%) of Real Property taxes paid by Company to the City of Plano based on assessment value as determined by the Collin Central Appraisal District. In calculating the annual cash rebate amount, the City shall not include any interest or penalties that may be assessed for late payments.

4.02 Beginning January 1, 2021, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than May 1 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the May 1 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in Company's forfeiture of the rebate for that calendar year. City will make the payment within thirty (30) days of receipt of each annual certification if it reflects compliance with the terms of the Agreement.

Article V Default and Termination

5.01 Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Company allows its personalty taxes or real property improvement taxes owed the City to become delinquent, and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Company fails to construct and occupy the Real Property improvements required in Article III (c) for the term of the agreement. Occupy the Real Property shall mean that the Company is regularly open and operating their business at the Property and employees of Company are present and performing their job duties on a full time basis at the site.; or

(c) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Article III (c) as a result of the Company's protest; or

(d) Company or Company's duly authorized representative fails to provide the annual certification as required in Section 4.02; or

(e) Company fails to comply with the Assignment provision in Article VI below; or

(f) Company has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

5.02 In the event that the Company defaults under Section 5.01(b) of this Agreement, the City shall give Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5.01(a), (c), (d), (e) and/or (f) above, the City shall give the Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

5.03 Upon the occurrence of an event of default under Section 5.01(f) above and that remains uncured, all cash rebate monies paid to the Company by the City without the benefit of this Agreement, shall become due and owing to the City from the Company, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

5.04 Upon the occurrence of an event of default under Section(s) 5.01 (a), (b), (c), (e) and/or (f) above and that remains uncured, at the City's sole option, it may require repayment of all or a portion of previously paid cash rebates by the City to the Company. City shall exercise such option within 120 days of notice of default.

5.05 The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VII Right to Inspect

The Company agrees that the City, its agents and employees, shall have reasonable right (upon reasonable prior notice to Company) to access and to inspect the Personality at the Real Property. The right of inspection shall continue during the term of this Agreement.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be

deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:

City of Plano, Texas

Attention: Mr. Bruce D. Glasscock

City Manager

1520 Avenue K

P.O. Box 860358 Plano, TX 75086-0358

With a copy to:

City of Plano, Texas

Attention: Ms. Paige Mims

City Attorney

1520 Avenue K

P.O. Box 860358 Plano, TX 75086-0358

If intended for the Company:

Shutterfly, Inc.

Attention: Mr. Dwayne Black

SVP & Chief Operations Officer

1000 Shutterfly Blvd.

Fort Mill, SC 29708

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

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- (a) for an employer to fail or refuse to hire, or to discharge, any person;
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- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
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(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

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(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

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

Company also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

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8.07 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action

concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

SHUTTERFLY, INC., a Delaware company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF COLLIN:

BEING a tract of land situated in the James Ledbetter Survey, Abstract No. 545, City of Plano, Collin County, Texas, being a portion of Lot 2, Block A of the Revised Conveyance Plat of Los Rios Hibernia Addition, Lots 1 and 2, Block A, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet Q, Slide 418, Plat Records, Collin County, Texas (PRCCT), being a portion of that tract of land as described in deed to Core5 Business Center at Plano, LLC, recorded in 20180502000537720, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a City of Plano survey marker found in the west right-of-way line of Los Rios Boulevard (variable width R.O.W. per Cabinet Q, Slide 136 & Cabinet F, Slide 18, PRCCT) at the most easterly northeast corner of said Lot 2, Block A and the southeast corner of the final plat of Los Rios Hibernia Addition, Lot 1, Block A, an addition to the City of Plano, Collin County, Texas as recorded in 20060324010001170, OPRCCT;

THENCE along the west right-of-way line of said Los Rios Boulevard and the east line of said Lot 2, Block A, as follows:

S 02°46'40" E (plat S 01°53'=52" E), a distance of 85.97 feet (plat 86.02 feet) to a 1/2" rebar capped Goodwin & Marshall set;

S 01°15'38" W (plat S 01°54'59" W), a distance of 39.79 feet;

THENCE departing the west line of said Los Rios Boulevard, across said Lot 2, Block A, as follows:

N 88°40'11" W, a distance of 367.05 feet;

S 46°18'35" W, a distance of 104.78 feet;

S 01°19'49" W, a distance of 427.45 feet;

S 46°32'10" E, a distance of 47.03 feet;

S 88°40'11" E, a distance of 406.89 feet to the west right-of-way line of said Los Rios Boulevard and the east line of said Lot 2, Block A;

THENCE S 01°15'38" W (plat S 01°54'59" W), along the west right-of-way line of said Los Rios Boulevard and the east line of said Lot 2, Block A, a distance of 107.53 feet to a 1/2" rebar capped Brittan Crawford found at the intersection of the west right-of-way line of said Los Rios Boulevard and the north line of a 100' Right-of-Way as described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (D.A.R.T.), recorded in Volume 3424, Page 126, Deed Records, Collin County, Texas (DRCCT), from which a 1/2" rebar capped found bears S 52°19' W, 1.69 feet;

THENCE N 80°11'09" W (plat N 79°32'43" W), along the north line of said D.A.R.T. right-of-way and the south line of said Lot 2, Block A, a distance of 1136.92 feet (plat 1137.56 feet) to a 1" rebar found, from which a 1" steel pipe found bears S 19°02' W, 0.37 feet, a 1/2" rebar found bears S 63°44' E, 1.59 feet, a 1/2" rebar capped TXHS found bears S 82°04' W, 1.52 feet, and an aluminum disc in concrete found bears N 80°13'58" W, 918.09 feet (deed 910.72 feet);

THENCE N 01°35'49" E (plat N 02°17'48" E), departing the north line of said D.A.R.T. right-of-way, along the west line of said Lot 2, Block A, at a called distance of 380.30 feet passing a point of curve in the east line of Contour Lane (60' R.O.W. per Cabinet C, Slide 324, PRCCT), continuing a total distance of 872.71 feet (plat 872.71 feet) to a 1/2" rebar capped Brittan Crawford found in the south right-of-way line of 14th Street (F.M. No. 544 - variable width R.O.W., adjoining R.O.W. per Volume 2409, Page 377, DRCCT & Cabinet Q, Slide 136, PRCCT), from which a 5/8" rebar capped CP found bears S 05°22' E, 0.32 feet, a 1" rebar found bears N 88°39'50" W, 63.31 feet (plat 60.00 feet), and a 1/2" rebar found bears N 88°39'44" W, 912.23 feet (deed 905.49 feet);

THENCE along the south right-of-way line of said 14th Street and the north line of said Lot 2, Block A, as follows:

S 88°40'11" E (plat S 88°05'01" E), a distance of 759.16 feet (plat 759.16 feet) to a 1/2" rebar capped Goodwin & Marshall set;

S 84°45'52" E, (plat S 84°16'10" E), a distance of 82.19 feet (plat 82.18 feet) to 1/2" rebar capped found at the most northerly northeast corner of said Lot 2, Block A and the northwest corner of said Lot 1, Block A;

THENCE S 01°17'13" W (plats S 01°54'59" W), departing the south line of said 14th Street, along a reentrant line of said Lot 2, Block A and the west line of said Lot 1, Block A, a distance of 268.55 feet (plats 268.70 feet) to a point for corner at the location of a City of Plano survey marker found previously at a reentrant corner of said Lot 2, Block A and the southwest corner of said Lot 1, Block A;

THENCE S 88°39'01" E (plats S 88°05'01" E), along a reentrant line of said Lot 2, Block A and the south line of said Lot 1, Block A, a distance of 272.07 feet (plats 272.28 feet) to the POINT OF BEGINNING and containing 764,437 square feet or 17.549 acres of land.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Tax Rebate Economic Development Agreement (the “Agreement”) between Shutterfly, Inc. (“Company”); and the City of Plano.

This letter certifies that Company is in compliance with each applicable term as set forth in the Agreement and is entitled to a tax rebate equal to an amount of fifty percent (50%) of Real Property taxes. The term of the tax rebate pursuant to the Agreement is January 1, 2021 through December 31, 2030. **This form is due no later than May 1, 2021 and on or before May 1 of each year thereafter that the Agreement is in force.**

SHUTTERFLY, INC., a Delaware corporation

By: _____
Name: _____
Title: _____



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

To approve a contract made and entered into by and between the City of Plano, and Frank Phillips, the Elections Administrator of Denton County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 4, 2019 Joint General and Special Election and City Runoff Election, if necessary, in the amount of \$10,631; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	250,000	0	250,000
Encumbered/Expended Amount	0	-36,654	0	-36,654
This Item	0	-10,631	0	-10,631
Balance	0	202,715	0	202,715

FUND(S): General Fund

COMMENTS: This item, in the amount of \$10,631, is included in the approved 2018-19 budget. The remaining balance of \$202,715 will be used for other election costs.

SUMMARY OF ITEM

Contract for election services with Denton County.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Denton County Contract	3/27/2019	Contract

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

ARGYLE	ARGYLE ISD
BARTONVILLE	COPPER CANYON
CORINTH	CROSS ROADS
DENTON	FLOWER MOUND
FORT WORTH	FRISCO
FRISCO ISD	JUSTIN
KRUGERVILLE	KRUM ISD
LAKE DALLAS ISD	LEWISVILLE
LEWISVILLE ISD	LITTLE ELM
LITTLE ELM ISD	NORTHWEST ISD
PILOT POINT	PILOT POINT ISD
PLANO	PROSPER
PROSPER ISD	SANGER ISD
SOUTHLAKE	TROPHY CLUB

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 04, 2019 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 04, 2019. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All Early Voting and Election Day voting locations shall be within the boundaries of Denton County. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available or appropriate, the Elections

Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 04, 2019 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 3rd, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 04, 2019 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend voting equipment training and/or procedures training, shall be compensated at the rate of \$10 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$30. In the event that as Election judge or clerk completes both in person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$12 an hour), Clerk (\$10 an hour)

Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$11 an hour), Clerk (\$10 an hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post election administration. In such cases, costs shall be pro-rated among participants of this contract. Part-time help is included as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the Participating Authority, and delivered to the Elections Office thirty-three (33) calendar days (April 1, 2019) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. Said list must be in a Word document, the information must be in an upper and lower case format, be in Arial 12 point font, and contain candidate contact information for the purposes of verifying the pronunciation of each of the candidates' names. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by Personal Appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further

agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for Temporary Early Voting Locations will be considered, and determined based on the availability of sites and if it is within the Election Code parameters. All costs for temporary sites including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staffs hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.com

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.com

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the

previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator will prepare and deliver by email to each participating authority, the

electronic precinct-by-precinct results reports for uploading, by the authority, to the Secretary of State as required by Section 67.017 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authorities shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 04, 2019 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 8, 2019, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of the costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters within the district per Elections Day polling place. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that the charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one Election Day polling place, there

shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling place in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the cost associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay an equal portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any

monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract or on the calendar (Attachment C) may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$29.464
Voter Registration Clerk	\$22.926 - \$24.718
Technology Resources Coordinator	\$32.400
Elections Technician	\$21.309 - \$24.718
Voter Registration Coordinator	\$30.442

Training Coordinator	\$31.158
Election Coordinator	\$31.962

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 04, 2019 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

Political subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARGYLE	2	0.5	\$5,218.49	\$0.00
ARGYLE ISD	4	1.0	\$7,728.77	\$0.00
BARTONVILLE	1	0.5	10,460.64	\$0.00
COPPER CANYON	1	0.5	\$6,424.89	\$0.00
CORINTH	1	1.0	\$12,546.71	\$0.00
CROSS ROADS	1	0.5	\$6,496.42	\$0.00
DENTON	12	10.0	\$77,493.12	\$0.00
FLOWER MOUND	2	1.0	\$13,493.44	\$0.00
FORT WORTH	1	0.5	\$5,211.92	\$0.00
FRISCO	4	2.0	\$22,019.48	\$0.00
FRISCO ISD	4	1.0	\$18,257.09	\$0.00
JUSTIN	1	0.5	\$5,190.93	\$0.00
KRUGERVILLE	1	0.5	\$6,445.90	\$0.00
KRUM ISD	5	1.0	\$13,623.29	\$0.00
LAKE DALLAS ISD	2	1.0	\$12,985.13	\$0.00
LEWISVILLE	2	0.5	\$8,623.48	\$0.00
LEWISVILLE ISD	9	5.0	\$62,491.29	\$0.00
LITTLE ELM	3	0.5	\$7,490.56	\$0.00
LITTLE ELM ISD	5	2.0	\$13,854.05	\$0.00
NORTHWEST ISD	5	1.33	\$12,430.64	\$0.00
PILOT POINT	1	0.5	\$6,569.27	\$0.00
PILOT POINT ISD	1	0.5	\$6,661.93	\$0.00

	Actual #	Billed #	Estimated	Deposit
Political subdivision	Polls	Polls	Cost	Due
PLANO	1	0.5	\$10,630.39	\$0.00
PROSPER	1	0.5	\$6,305.90	\$0.00
PROSPER ISD	1	0.5	\$6,301.77	\$0.00
SANGER ISD	3	1.0	12,958.88	\$0.00
SOUTHLAKE	1	0.33	\$4,411.66	\$0.00
TROPHY CLUB	1	0.33	\$4,707.99	\$0.00
TOTAL	76	27	\$387,034.03	\$0.00

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 25th day of March, 2019 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2019 been executed on behalf of the City of Plano pursuant to an action of the Plano City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF PLANO:

APPROVED:

ATTESTED:

Bruce D. Glasscock, City Manager

Lisa C. Henderson, City Secretary

CONTRACT FOR ELECTION SERVICES

ELECTION DATE: 2019-05-04

POLITICAL SUBDIVISION: PLANO

Election Day Multiplier = 0.014285714

ACTUAL # OF ELECTION DAY POLLS 1

BILLED # OF ELECTION DAY POLLS: 0.5

Category	Units or description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
General						
GEN - EVBB		\$	\$1,499.60		\$21.43	
GEN - Legal Notices		\$	\$30.02		\$0.43	
GEN - Temporary Support Staff		\$	\$0.00		\$0.00	
GEN - Election Dept Staff Overtime		\$	\$0.00		\$0.00	
GEN - Verity Build Usage	400		\$11,200.00		\$400.00	
GEN - Translation Services		\$	\$549.86		\$7.86	
Category Subtotal			\$13,279.48		\$429.72	
Early Voting						
EV - Location Rental/Custodial		\$	\$0.00		\$0.00	
EV - Ballots	0.35		\$7,096.25		\$98.00	
EV - Poll Pad Paper	0.006		\$121.64		\$1.68	
EV - Caddy		\$2,515.00	\$65,389.98		\$2,515.00	
EV - Equipment Delivery/Pick Up Fee		\$150.00	\$3,900.00		\$150.00	
EV - Judge's Equipment Return Fee		\$25.00	\$649.98		\$25.00	
EV - Training Materials		\$10.86	\$282.36		\$10.86	
EV - Emergency Kit		\$114.00	\$2,964.00		\$114.00	
EV - Blue Tamper Evident Seals		\$0.00	\$0.32		\$0.01	
EV - Red Barcoded Seals		\$0.67	\$226.51		\$8.71	
EV - Mifi Usage		\$75.98	\$1,975.50		\$75.98	
EV - Non-Barcoded Seals		\$0.17	\$327.06		\$12.58	
Category Subtotal			\$82,933.60		\$3,011.82	
Absentee						
ABS - Mail Ballots	2.21		\$11,385.92		\$81.77	
Category Subtotal			\$11,385.92		\$81.77	

Election Day			
ED - Ballots	0.35	\$7,092.75	\$98.00
ED - Location Rental/Custodial	\$	\$0.00	\$0.00
ED - Poll Pad Paper	0.006	\$121.59	\$1.68
ED - Caddy	\$2,515.00	\$87,999.85	\$1,257.50
ED - Training Materials	\$10.86	\$379.98	\$5.43
ED - Equipment Delivery/Pick Up Fee	\$150.00	\$5,248.50	\$75.00
ED - Judge's Equipment Return Fee	\$25.00	\$874.75	\$12.50
ED - Emergency Kit	\$5.00	\$174.95	\$2.50
ED - Blue Tamper Evident Seals	\$0.00	\$0.45	\$0.01
ED - Red Barcoded Seals	\$0.67	\$304.68	\$4.35
ED - Non-Barcoded Seals	\$0.17	\$71.37	\$1.02
ED - Mifi Usage	\$75.98	\$2,658.53	\$37.99
Category Subtotal		\$104,927.40	\$1,495.98
Provisional			
PRV- Provisional Ballots	0.7	\$98.70	\$0.70
Category Subtotal		\$98.70	\$0.70
Personnel			
Early Voting Poll Workers	\$12.00	\$109,824.00	\$4,224.00
Election Day Poll Workers	\$15.00	\$29,400.00	\$420.00
Category Subtotal		\$139,224.00	\$4,644.00
Total Election Expenses			
ELECTION SUBTOTAL:		\$351,849.10	\$9,663.99
Flat fees		\$0.00	\$0.00
County Election Services Contract Administration Fee (10%)		\$35,184.91	\$966.40
TOTAL COST OF ELECTION:		\$387,034.01	\$10,630.39
Additional Charges			



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Nancy Corwin X7137

CAPTION

To approve an Interlocal Cooperation Agreement by and between the City of Plano and The University of Texas at Dallas, a component institution of The University of Texas System, for a Collaboration Research project for Air Quality Monitors in the amount of \$50,800 for the first year and \$24,200 for the second year, for a total of \$75,000; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2019-0155-I) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19; 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	50,800	563,200	614,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-50,800	-24,200	-75,000
BALANCE		0	0	539,000	539,000

FUND(S): ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (EECBG)

COMMENTS: Funds are included in the Energy Efficiency and Conservation Block Grant Program (EECBG) funded by the Department of Energy (DOE). This item, in the amount of \$50,800 in FY 2018-19 and \$24,200 in FY 2019-20 will leave a balance of \$539,000 for future energy efficiency initiatives in the Environmental Health & Sustainability Department.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/10/2019	Memo
Interlocal Agreement	4/12/2019	Agreement

Date: April 8, 2019

To: Bruce D. Glasscock, City Manager
Mark Israelson, Sr. Deputy City Manager

From: Rachel Patterson, Director, Environmental Health & Sustainability *REP*

Subject: Air Quality Monitors Project: Contract with UTD

At the April 22, 2019 city council meeting, we will request approval of a contract with the University of Texas at Dallas (UTD) to build air quality monitors to be deployed within the City of Plano.

Since June 2016, Environmental Health & Sustainability Department (EHS) staff have participated in a broad consortium of North Texas stakeholders led by UTD. All were interested in developing a real-time air quality monitoring network for a region that is not in compliance with the Clean Air Act. The project aimed to directly improve the quality of life for residents who must share less than 10 federal air quality monitors (that monitor for PM 2.5 and PM 10, pollutants of high concern) in the NCTCOG's 16 county region.

Currently, there are no federal or state air quality monitors located in the City of Plano. In addition, most regional monitoring networks, including the regulatory monitoring used for National Ambient Air Quality Standards, are either relatively primitive or very expensive to purchase, maintain, and keep calibrated.

This research partnership with UTD allows us to test newer, less expensive technology in a highly innovative manner. Dr. David Lary (of UTD) will oversee a team that will build, calibrate, and monitor a forty-four (44) node sensing system for deployment in Plano. It will provide real-time estimates of PM1, PM2.5, PM10, CO2, pressure, temperature, and humidity. The information can be used to lower risks of personal exposures and improve environmental health by informing policies and practices such as traffic management, signal light timing, vehicle idling, alternative transportation, and personal outdoor activities.

UTD servers will be used to collect and stream all of the data via an open data portal or website. Information will be presented in a useful format enabling our residents to understand variability in air quality and how it affects their personal health and environment. As part of the research focus, Plano and UTD will continually iterate and increase usability of the website/application.

Funding is provided by the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant. EHS staff submitted this project for DOE pre-approval and received notification to proceed in November 2017. Note that these particular funds may only be used for specific energy or air-quality related projects and must be pre-approved by the DOE.

Thank you for your consideration. Should you have any questions related to this proposal, please feel free to contact me.

INTERLOCAL AGREEMENT BY AND BETWEEN THE UNIVERSITY OF TEXAS AT DALLAS AND THE CITY OF PLANO FOR COLLABORATION RESEARCH

This Interlocal Agreement by and between The University of Texas at Dallas ("UT Dallas"), a component institution of The University of Texas System ("System") located at 800 W. Campbell Road, Richardson, TX 75080 and The City of Plano, a home-rule municipality with its principal place of business at 1520 Avenue K, Plano, TX 75074 ("Sponsor") is made for Collaboration Research (the "Agreement").

RECITALS

A. Sponsor desires to collaborate with UT Dallas in performing certain research hereinafter described; and

B. Both parties understand that the mission of the Research Program is to advance knowledge and education in the area of air quality, and desire to protect the rights to intellectual property developed during the course of such research; and

C. UT Dallas is willing to perform such research and to negotiate certain rights to such intellectual property.

1. EFFECTIVE DATE

This Agreement shall be effective as of May 1, 2019 (the "Effective Date").

2. RESEARCH PROGRAM

2.1 UT Dallas and Sponsor will use reasonable efforts to conduct the research program described in Attachment A ("Research Program"), and will furnish the facilities necessary to carry out the Research Program. The Research Program will be under the direction of David Lary for UT Dallas or his successor (the "UT Dallas Investigator") and Yarcus Lewis for Sponsor or his successor (the "Sponsor Investigator") as mutually agreed to by the parties and will be conducted by the UT Dallas Principal Investigator and the Sponsor Investigator.

2.2 The Research Program shall be performed during the period from the Effective Date through and including January 31, 2021 ("Term"). The Parties may extend the Research Program under mutually agreeable terms.

2.3 Sponsor understands that UT Dallas' mission is advancement of knowledge and education, and consequently, the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined solely by the UT Dallas Investigator. UT Dallas does not guarantee specific results.

2.4 Sponsor understands that UT Dallas may be involved in similar research through other researchers on behalf of itself and others. UT Dallas shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights via this Agreement to such other research.

2.5 UT Dallas does not guarantee that any intellectual property rights will result from the Research Program, that the scope of any intellectual property rights obtained will cover Sponsor's interest, or that any such intellectual property rights will be free of dominance by others independent of the Research Program.

3. COMPENSATION

- a) As consideration for the performance by UT Dallas of its obligations under this Agreement, Sponsor will pay UT Dallas a fixed price amount, which represents a fair estimate of UT Dallas's expenditures in conducting the Research Program, of \$75,000. UT Dallas will invoice Sponsor for 68% of balance upon execution of the Agreement. The remaining 32% will be invoiced on January 31, 2021. Payment is due to UT Dallas within thirty (30) days of receipt of invoice by Sponsor.
- b) Sponsor will make payments to UT Dallas, referencing the UT Dallas' invoice number, UT Dallas Investigator, and Project ID, to the following address:

The University of Texas at Dallas
Attn: Greg Argueta, Accounts Receivable
800 W. Campbell Rd., SP2 27
Richardson, TX 75080

UT Dallas Investigator: David Lary

Project ID# 1907069

- c) The UT Dallas Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Program remains unchanged. It is understood that any unexpended funds remaining at the conclusion of the Research Program will be returned to Sponsor.
- d) Sponsor shall retain title to all equipment purchased and/or fabricated with funds provided by Sponsor under this Agreement.

4. CONSULTATION AND REPORTS

During the Term of the Agreement, the UT Dallas Investigator and the Sponsor Investigator may consult informally with each other regarding the project, both personally and by telephone. Access to work carried on in UT Dallas laboratories in the course of these investigations shall be entirely under the control of UT Dallas personnel but shall be made available on a reasonable basis.

5. PUBLICITY

Each party shall have the right to acknowledge the other party's involvement in the investigations under this Agreement in public media, scientific or academic publications and other scientific or academic communications, without the other party's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. PUBLICATION AND ACADEMIC RIGHTS

6.1 UT Dallas and the UT Dallas Investigator have the right to publish or otherwise publicly disclose information gained in the course of this Agreement. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, UT Dallas will submit any prepublication materials to Sponsor for review and comment at least thirty (30) days prior to planned submission for publication. If, during the thirty (30) day review period, Sponsor notifies UT Dallas that it wishes to file a patent application on any inventions disclosed in the documents described herein, UT Dallas will defer publication/disclosure for an additional sixty (60) days from receipt of Sponsor's notification so as to permit Sponsor to prepare and file a patent application. UT Dallas shall have the final authority to determine the scope and content of any publications.

6.2 It is understood that the UT Dallas investigators may discuss the research being performed under this Agreement with other investigators but shall not reveal information which is Sponsor's Confidential Information under Article 6. In the event any joint inventions result from such discussions, UT Dallas shall grant to Sponsor the rights outlined in Article 7 of this Agreement, to the extent these are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, UT Dallas shall, in good faith, exercise reasonable efforts to enable Sponsor to obtain rights to the joint invention.

7. CONFIDENTIAL INFORMATION

7.1 The parties may wish, from time to time, in connection with the Research Program, to disclose confidential information to each other ("Confidential Information"). With respect to Confidential Information disclosed in accordance with this Section 7, each party will restrict disclosure of Confidential Information solely to those employees, consultants and agents having a need to know such Confidential Information in order to accomplish the Research Program. Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information for a period of three (3) years from receipt thereof, provided that the recipient party's obligation shall not apply to information that:

- (1) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- (2) is already in the recipient party's possession at the time of disclosure thereof;
- (3) is or later becomes part of the public domain through no fault of the recipient party;
- (4) is received from a third party having no obligations of confidentiality to the disclosing party;
- (5) is independently developed by the recipient party; or
- (6) is required by law or regulation to be disclosed. Such disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed.

Notwithstanding any other provision of this agreement, the parties understand that Sponsor is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if Sponsor receives a request for information which UT Dallas has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the Sponsor will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the Sponsor will notify UT Dallas of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. Sponsor shall not be obligated submit the brief supporting those claimed exceptions. UT Dallas shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, Sponsor shall be permitted to disclose the information unless UT Dallas successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require Sponsor to institute or participate in any litigation relating to an open records request for information that UT Dallas considers to be confidential.

7.2 Notwithstanding anything in this section 7 to the contrary each party may disclose the other party's Confidential Information to vendors and subcontractors to the extent required in connection with the Research Program provided that such vendors and subcontracts are bound by obligations of confidentiality as least as protective as the provisions of this Agreement.

7.3 In the event that information is required to be disclosed pursuant to subsection (6), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

8. INTELLECTUAL PROPERTY

An "Invention" will be any invention or discovery that results from the performance of the Research Program during the term of the Agreement. Inventorship of an Invention will be determined under United States Patent Law. Ownership will follow inventorship. If any party becomes aware of an Invention, they are required to disclose in confidence to other party such Invention within thirty (30) days of such knowledge. The parties agree to enter into a separate agreement governing commercial disposition of any jointly invented Invention and will negotiate in good faith on such agreement.

9. LIABILITY

9.1 Handling of Claims. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to its acts of negligence or omission related to the Research Program. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence.

9.2 Joint Liability. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Sponsor shall be responsible for its sole negligence. UT Dallas shall be responsible for its sole negligence. The provisions of this section 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.

9.3 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

10. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. TERM AND TERMINATION

11.1 This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice.

11.2 In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the thirty (30) day period.

11.3 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay UT Dallas for all reasonable expenses incurred or committed to be expended as of the effective termination date.

11.4 Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

12. ATTACHMENTS

Attachment A is incorporated and made a part of this Agreement for all purposes.

13. GENERAL

13.1 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of UT Dallas, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor's assets or stock upon prior written notice to UT Dallas, and UT Dallas may assign its right to receive payments hereunder.

13.2 This Agreement constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

13.3 Any notice required by this Agreement by Articles 8, 9, or 11 shall be emailed or given by prepaid, first class, certified mail, return receipt requested, addressed in the case of UT Dallas to:

The University of Texas at Dallas
Office of Sponsored Projects
800 W. Campbell Rd., AD15
Richardson, TX 75080-3021
ATTN: Emily Lacy, Associate Director, OSP
PHONE: (972) 883-2313
EMAIL: osp@utdallas.edu

or in the case of Sponsor to:

City of Plano
Sustainability & Environmental Education Division
4200 W. Plano Parkway
Plano, TX 75093
ATTN: Yarcus Lewis, Sustainability Projects Supervisor
PHONE: (972) 769-4381
EMAIL: yarcusl@plano.gov

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

13.4 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS
AT DALLAS

CITY OF PLANO

Emily Lacy
Associate Director
Office for Sponsored Projects

Bruce D. Glasscock
City Manager

Date_____

Date_____

Read and Understood:

David Lary
UT Dallas Investigator

ATTACHMENT A RESEARCH PROGRAM

STATEMENT OF WORK

Year 1

Sensor Construction and Calibration

Prof. Lary and his group at UT Dallas will build and calibrate for the city of Plano a forty-four-node sensing system. This system is comprised of a set of four sensor clusters, each cluster containing a set of eleven nodes. Each cluster contains a higher accuracy central node, and a wireless (LoRaWAN) communication gateway for communication with a set of solar powered low-cost nodes. Once constructed the air borne particulate sensors will be calibrated against a primary reference using machine learning. The calibrated readings will be streamed in real-time to a public open data portal. All the sensors will be constructed and calibrated within the first year (however, this is likely to be complete within the first six months).

Central Node and Gateway

The central node and gateway of each cluster will be housed in a weather proof enclosure and will measure:

1. The full-size distribution of airborne particulates in the size range 0.35 – 40 microns in 24 size bins using a laser based optical particle counter. This will also provide a real time estimate of PM₁, PM_{2.5} and PM₁₀.
2. A low maintenance, low power, laser based Federal Equivalent Method (**FEM**): [EQOA-0914-218](#) Ozone monitor with a long-life 15,000 pump.
3. Pressure, temperature, humidity, latitude, longitude, altitude, ionizing radiation, sound intensity, UV light intensity, and CO₂.
4. LoRaWAN gateway for (free) wireless communication with the 10 surrounding solar powered nodes located within a radius of 5 km.

Low Cost Solar Powered Nodes

Each eleven-node cluster will contain 10 low cost solar powered nodes in an all-weather enclosure that will communicate wirelessly using LoRaWAN with the LoRaWAN gateway located at the central node. Each of these solar powered nodes will provide:

1. A PM_{2.5} estimate using a laser-based sensor calibrated against a primary reference using machine learning.
2. Pressure, temperature, humidity, latitude, longitude, and altitude.

Sensor Deployment

Once the sensors have been constructed, tested and calibrated by UT Dallas they will be provided to the City of Plano for deployment as appropriate. Each of the low-cost nodes should be deployed within a radius of 5km of the central node LoRaWAN gateway.

DATA DELIVERY

UT Dallas servers will be used to collect and stream all of the data via an open data portal. Replacement cost is \$1,100 per year for hard drives for online data portal as applicable.

Sensor Maintenance

If sensor issues are detected, Prof. Lary and his group at UT Dallas will seek to remedy the issues as appropriate. Maintenance cost is \$1,150 per cluster per year for sensor maintenance of the subject cluster as applicable.

YEAR 2

DATA DELIVERY

UT Dallas servers will be used to collect and stream all of the data via an open data portal. Replacement cost is \$1,100 per year for hard drives for online data portal as applicable.

Sensor Maintenance

If sensor issues are detected, Prof. Lary and his group at UT Dallas will seek to remedy the issues as appropriate. Maintenance cost is \$1,150 per cluster per year for sensor maintenance of the subject cluster as applicable.

BUDGET

Year 1	Unit Cost	#	# years	Total
11 Node Cluster	\$ 9,500	4		\$ 38,000
Cellular Cost per year per cluster	\$ 600	4	1	\$ 2,400
Student (3 months/year)	\$ 6,900		1	\$ 6,900
PI (1 week/year)	\$ 3,500		1	\$ 3,500
Total				\$50,800

Year 2	Unit Cost	#	# years	Total
Replacement parts per cluster	\$ 2,300	4	1	\$ 9,200
Cellular Cost per year per cluster	\$ 600	4	1	\$ 2,400
Replacement drives and server parts	\$ 2,200		1	\$ 2,200
Student (3 months/year)	\$ 6,900		1	\$ 6,900
PI (1 week/year)	\$ 3,500		1	\$ 3,500
Total				\$24,200

Total				Total
Year 1				\$ 50,800
Year 2				\$ 24,200
Total				\$75,000



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext. 2538

CAPTION

To approve and authorize the First Amended and Restated Interlocal Cooperation Agreement by and between the City of Plano and City of Richardson to provide basic police officer training; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, Revenue

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	219,427	0	219,427
Encumbered/Expended Amount	0	-16,405	0	-16,405
This Item	0	-62,903	0	-62,903
Balance	0	140,119	0	140,119

FUND(S): General Funds

COMMENTS: This item approves the terms and conditions of the amended Interlocal Cooperation Agreement for the Plano/Richardson Police Training Center to host Basic Police Officer Courses. The maximum annual expenditure associated with hosting the courses is \$62,903, which will be partially offset by revenues generated through tuition charged to participating cities. The total operating expenses and revenues generated will be determined by the number of recruits trained.

SUMMARY OF ITEM

See Recommendation Memo


Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Richardson ILA Memo	3/13/2019	Memo
Richardson ILA Amended	4/4/2019	Agreement

Date: March 7, 2019
To: Mark Israelson, Sr. Deputy City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Cooperation Agreement for Basic Police Officer Academy – Plano/Richardson Police Training Center

Since October 2017, the Police Department has entered into a formal partnership with Richardson Police Department to provide basic police officer academy training to new officers from the cities of Plano, Richardson, Allen, Frisco, and McKinney. We have successfully graduated three recruit classes, and we have three additional classes currently in progress. Over the past 16 months, we have learned of needed changes to the Interlocal Agreement that outlines our partnership and the operational details of the Plano Richardson Basic Police Officer Academy.

The following changes have been made in the first amended agreement:

- Rather than span specifying a particular number of basic police officer courses to be taught each year, the hosting agencies have agreed to provide courses based upon the needs of the hosting and participating agencies, and the hosting agencies have agreed not to host more than two overlapping courses at once.
- Class coordinators are provided from each hosting and participating agency on a rotating basis.
- Each basic police officer course will be limited to 24 recruits unless the hosting agencies agree to increase class size.
- The agreement specifies a formula that the hosting agencies are to split revenues and expenses. The formula was included so that the agreement does not have to be re-written each year as staffing levels for the hosting agencies change.

The Police Department recommends the Council approve this First Amended and Restated Interlocal Cooperation Agreement for Police Academy.

STATE OF TEXAS

COUNTIES OF COLLIN and
DALLAS

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§
§
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§

**FIRST AMENDED AND RESTATED
INTERLOCAL COOPERATION
AGREEMENT FOR POLICE ACADEMY**

This First Amended and Restated Interlocal Cooperation Agreement for Police Academy ("Agreement") is entered into by and between the City of Plano, Texas ("Plano"), a Texas home-rule municipal corporation, and the City of Richardson, Texas ("Richardson"), a Texas home-rule municipal corporation, (each a "Party" and collectively the "Hosting Agencies" or "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Richardson and Plano previously entered into a Fourth Amended and Restated Training Center Operating Agreement for the joint operation and maintenance of the Plano/Richardson Police Training Center, located at 4912 14th Street, Plano, Texas ("Training Center"); for the basic training of police officers; and

WHEREAS, the Hosting Agencies desire to host a police academy at the Training Center; and

WHEREAS, the Cities of Allen, Frisco, and McKinney, Texas, (the "Participating Agencies") desire to participate in the police academy; and

WHEREAS, the Hosting Agencies and Participating Agencies are authorized to send Police Officer Recruits and Fire Marshals to the Training Center to participate in the BPOC's; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the "Effective Date") and continue for a period of one (1) year, unless sooner terminated as provided herein.

1.2 This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term"), unless sooner terminated herein.

1.3 Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

Article II Purpose

The purpose of this Agreement is for the Hosting Agencies to provide basic police officer training through BPOC's for both the Hosting Agencies' and the Participating Agencies' police officer recruits and certain fire marshals, and to set forth the terms and conditions for the services provided.

Article III Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

"Academy" shall mean the Basic Police Officer Courses ("BPOC") provided by the Hosting Agencies, and shall include classroom instruction, physical fitness, pursuit driving, defensive tactics and firearms training.

"BPOC" shall mean Basic Peace Officer Courses that provide academic and practical instruction as well as preparation for the Texas State Peace Officer Licensing Examination required for all police recruits before becoming a Texas peace officer.

"Effective Date" shall mean the last date of execution of this Agreement by all of the Parties.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Participation Fee” shall mean a fee to be paid by the Participating Agencies as tuition for each Recruit attending the Academy which shall be determined by the Hosting Agencies.

“Plano” shall mean the City of Plano, Texas, acting by and through its City Manager, or designee.

“Recruit” shall mean a Police Officer Recruit or Fire Marshal for the Hosting Agencies and Participating Agencies.

“Richardson” shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

“TCOLE” shall mean the Texas Commission on Law Enforcement.

Article IV Training Services

4.1 Training Services:

- (a) The Academy shall be held at the Plano/Richardson Police Training Center, located at 4912 14th Street, Plano, Texas.
- (b) The Academy Director shall be a Plano Police Department employee.
- (c) The Hosting Agencies agree to schedule BPOCs so that not more than two BPOCs will overlap at any given time. The Hosting Agencies will schedule BPOC start dates based upon the needs of the Hosting Agencies and Participating Agencies as resources of the Hosting Agencies allow. The Class Coordinator for each BPOC shall be rotated between Allen, Plano, Richardson, Frisco and McKinney for each of the BPOCs.
- (d) Each BPOC class shall be limited to twenty-four (24) Recruits. Notwithstanding the above, the Hosting Agencies may mutually agree to increase the class size of any individual BPOC.
- (e) Police Chiefs for the Hosting Agencies have approved the “Plano Richardson Police Academy Basic Peace Officer Course (BPOC) Rules, Policies, and Procedures Manual”. The Manual may be changed or amended by the Hosting Agencies’ Police Chiefs in accordance with any change in Academy policies or BPOC training procedures.
- (f) Plano shall be responsible for all TCOLE reporting through the Plano Police Department’s TCOLE Academy license.

4.2 Revenue.

- (a) Plano shall be responsible for billing the Participating Agencies for payment of the Participation Fee. The Participation Fee shall then be paid to Plano. If a Recruit from one of the Participating Agencies does not complete the BPOC, the Participation Fee will be reimbursed to Participating Agencies as follows:
 - (i) 75% within weeks 2 through 4 of the BPOC;
 - (ii) 50% within weeks 5 through 7; and
 - (iii) No reimbursement shall be offered after week 7.

- (b) The Hosting Agencies have agreed to the following apportionment of revenue received from the Participation Fees.

On the first business day of each calendar year, the Hosting Agencies will identify their total number of authorized positions for their department which includes all full-time sworn and civilian positions. Revenues will be split between the Hosting Agencies based upon that proportion rounded to the nearest hundredth percent (e.g. XX.XX%)

- (c) Plano shall be responsible for collecting and remitting of the revenue from the Participation Fees. Once Plano has collected the Participation Fees, Plano shall remit payment to Richardson for Richardson's apportionment based upon the proportion of the revenue received calculated pursuant to 4.2(b) above within sixty (60) days by check. Plano shall then retain its apportionment based upon the proportion of revenue received calculated pursuant to 4.2(b) above.
- (d) If any revenue is remaining after the apportionment between Richardson and Plano, the Parties shall share the remaining revenue based on the proportion calculated pursuant to 4.2(b) above.
- (e) The Parties are responsible for buying and furnishing supplies and equipment for the Training Facility to be used for the Academy. Prior to a Hosting Agency incurring any expenses for the purchase of supplies and equipment for the Academy, the Hosting Agencies shall agree on such expenses. The Hosting Agency incurring the expenses shall bill the other Hosting Agency and such expenses shall be paid within thirty (30) days of receiving an itemized invoice. Expenses incurred for the purchase of the equipment or services shall be apportioned based upon the proportion of revenue calculated pursuant to 4.2(b) above.

Article V Miscellaneous

5.1 Hold Harmless and Indemnification. Each Party shall accept responsibility for and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents,

employees, or officers, which cause bodily injury, death, or property damage occurring at the Training Center or while traveling to or from the Training Center.

5.2 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for Richardson, to:

Dan Johnson, City Manager
City of Richardson
411 West Arapaho Road
P. O. Box 830309
Richardson, Texas 75083-0309

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Plano, to:

Bruce D. Glasscock
City of Plano
1520 K Avenue
Plano, Texas 75074

With a copy to:

Paige Mims
City of Plano
1520 K Avenue, Suite 340
Plano, Texas 75074

5.3 Amendment and Assignment. This Agreement may not be amended except in writing by the Parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Agreement.

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

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

5.6 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.7 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed

under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

(signature page to follow)

EXECUTED this 29th day of March, 2019.

CITY OF RICHARDSON, TEXAS

By: _____

Dan Johnson, City Manager

ATTEST:

By: _____

Aimee Nemer, City Secretary

APPROVED AS TO FORM:

By: _____

Peter G. Smith, City Attorney
(02-15-2019:TM105824)

EXECUTED this _____ day of _____, 2019.

CITY OF PLANO, TEXAS

By: _____

Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

By: _____

Paige Mims, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Abby Owens

CAPTION

Resolution No. 2019-4-4(R): To repeal Resolution No. 2014-4-7(R) and replace it with a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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.

SUMMARY OF ITEM

The Texas Commission on Environmental Quality requires that our water management plan be updated every five years. The last update was in April 2014. The proposed Water Management Plan has minor changes from the existing plan.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Memorandum for Water Management Plan	4/11/2019	Memo
Water Management Plan Resolution	4/15/2019	Resolution
Water Management Plan	4/15/2019	Exhibit

Date: April 10, 2019
To: Bruce D. Glasscock, City Manager
From: Gerald P. Cosgrove, Public Works Director
Subject: 2019 Water Management Plan Resolution

The Texas Commission on Environmental Quality requires the City's Water Management Plan to be updated every five years. The last update was in April 2014.

Minor changes were made to the plan that include updates to the municipal per capita water use goals, the definitions section and the rebates section.

The draft plan was posted online for public comment from March 5 through April 5. One comment was received via online submittal requesting the Water Management Plan have stronger enforcement capabilities. The draft plan was presented to Council on March 19 and a public hearing was conducted. No comments were received.

The Water Management Plan will be adopted as a resolution since it is a plan for long-term water conservation. We are recommending separately to update the Water Waste; Excessive Flow ordinance to prohibit irrigation that results in the formation of ice and watering in spring and summer months from 10 a.m. to 6 p.m. to provide enforcement capability for two elements of the Water Management Plan.

A Resolution of the City of Plano, Texas, repealing Resolution No. 2014-4-7(R) and replacing it with a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council for the City of Plano, Texas, in Resolution No. 2014-4-7(R) (April 28, 2014), adopted the City of Plano Water Management Plan ("Plan"); and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality require that the City adopt a Water Management Plan; and

WHEREAS, the Texas Commission on Environmental Quality requires that the Water Management Plan be updated every five years and the next update is due by May 1, 2019; and

WHEREAS, the City recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the City Council has determined that adopting the revised Water Management Plan, attached hereto as Exhibit A, (the "Water Management Plan") is in the best interest of the citizens of the City.

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

Section I. The City Council hereby repeals in its entirety Resolution No. 2014-4-7(R) and replaces it with this resolution and the Water Management Plan. The appendices to the Water Management Plan may be revised by City staff, consistent with the language of the Water Management Plan, from time to time, and the most recent version of the appendices shall be part of the Water Management Plan.

Section II. The City Manager or his designee is authorized to execute any and all documents or take any action necessary to maintain the Water Management Plan.

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

DULY PASSED AND APPROVED this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano
Water Management Plan

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1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that the North Texas Municipal Water District (NTMWD) and its Member Cities and Customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The TCEQ established guidelines and requirements are in Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter A, Rule §288.2 and Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter B, Rule §288.20. The best management practices established by the Water Conservation Implementation Task Force, established pursuant to SB1094 by the 78th Legislature, were also considered in the development of the water conservation measures. The Water Management Plan for the City of Plano was developed in concert with the NTMWD's water conservation and drought contingency and water emergency response plans.

The water conservation sections of this plan are intended as a year-round water efficiency plan and include measures that are designed to result in ongoing, long-term water savings. The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions. The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Member Cities and Customers. The water conservation and drought contingency sections of this document were modeled after plans developed by NTMWD in consultation with its Member Cities. In concert with the adoption of this plan, the City of Plano is required to do the following:

- Complete the Water Conservation Utility Profile (TWDB Form - 1965R).
- Complete the Water Conservation Implementation Report (TWDB Form - 1969).
- Set five-year and ten-year goals for per capita water use (Section 4).
- Adopt a resolution approving the plan

This plan includes all elements required by TCEQ. The final adopted version of the Water Management Plan, including appendices will also be provided to NTMWD, as well as TCEQ and Region C Planning Group.

This Water Management Plan applies to all users of the City of Plano water supply.

Definitions:

Athletic Field means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

Central Controlled Irrigation Systems means large scale, technically advanced systems used to water large or multiple sites from a central location. This advanced technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas (weather conditions, pipe breaks, etc.). These systems may also be easily programmed (individually or globally) to reduce flow rates or the amount of water applied to meet conservation needs; required reduction percentages; and provide historical data or reports. The City central irrigation system uses multiple weather stations throughout the city to collect real-time climatological data. This data is then available to the computer to automatically shut down the system when weather conditions warrant.

Cool Season Grasses refers to the varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.

Customer means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

Drip Irrigation means micro-irrigation with low volume (measured in gallons per hour) and low-pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

Foundation means area that includes first 24" of soil from foundation slab.

Fugitive water means the pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

Irrigation System means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

Landscape means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

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

Public Health and Safety means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

Soaker Hose means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

Sprinkler means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

Wholesale customers purchase water at a discounted rate either directly from NTMWD or from a NTMWD water system Member City. Plano is a wholesale customer of NTMWD.

Responsibilities:

(a) The Director of Public Works is responsible for:

- ❖ Advising the City Manager in issues related to water conservation and drought and water emergency issues.
- ❖ Developing and maintaining the Water Management Plan and Drought and Emergency Response Plan in conformance with the most current NTMWD Model Plan and TCEQ guidelines and policies.
- ❖ Implementing programs to reduce and control water loss, calculating and reporting unaccounted for water, and keeping water loss under 12%. When water loss exceeds state standards, the City will intensify water loss control programs.
- ❖ Assuring that City ordinances are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.
- ❖ Preparing and submitting all required reports, water utility profiles, and tabular materials related to water conservation in the formats and media required by the City Plan and/or NTMWD, TCEQ, and/or the Texas Water Development Board (TWDB).
- ❖ Continuing the City's Water and Sewer Fund financial programming to support a residential meter replacement cycle of no more than 10 years and conducting a regular large meter testing program on no less than a 5-year cycle.

- ❖ Supporting the City's goal of reducing municipal gallons per capita per day (gpcd) to 190 gpcd within a 10-year period.
- ❖ Providing NTMWD and the Chair of the Region C water planning group the City's adopted resolution and drought contingency ordinance.
- ❖ Managing the administrative processing and follow-up associated with City customer variance requests.
- ❖ Managing the administrative processing and follow-up associated with enforcement of all water conservation and drought contingency and water emergency response provisions of the drought contingency ordinance.
- ❖ Managing the program that allows the pursuit of administrative remedies for violations of water conservation and drought water use restrictions by non-single family water account holders.

(b) The Director of Environmental Health and Sustainability is responsible for:

- ❖ Developing and presenting water conservation educational and informational programs.
- ❖ Developing water conservation promotional activities including a water conservation incentive program.
- ❖ Developing and distributing the Consumer Confidence Report (CCR) to meet federal and state requirements.
- ❖ Notifying the public of the initiation of any drought and emergency response stage.
- ❖ Assuring that education materials are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.

(c) The Director of Finance is responsible for:

- ❖ Assuring the City continues its program of universal metering and billing.
- ❖ Assuring that the City water billing/records management system includes water usage classes and capabilities to sort/separate differing classes and categories of water usage as required by the NTMWD Model Plan and Texas Administrative Code (TAC) Title 30, Part I, Chapter 288, Subchapter A, Rule 288.2(a)(2)(b).

(d) The Chief Building Official is responsible for:

- ❖ Enforcing the requirements of the International Plumbing Code (IPC) in residential and commercial facilities.
- ❖ As part of the building permit and building inspection programs, enforcing requirements for landscape irrigation system design in accordance with state design and installation standards and the inclusion of freeze and rain sensors on all new irrigation systems (City of Plano Code of Ordinances §6-561). This requires irrigation system design submission by builders for review by the building official staff and inspection of the irrigation systems as part of the building inspection program.

(e) Planning Department is responsible for:

- ❖ Maintaining and enforcing the Zoning Ordinance's landscape and irrigation plan requirements through the development review process.
- ❖ Implementing procedures to allow developers to delay the installation of landscaping during drought contingency watering restrictions.

(f) Parks and Recreation Department is responsible for:

- ❖ Operating and maintaining a central controlled irrigation system, other city irrigation systems to ensure conservation of water, and efficient use of irrigation to meet the needs of city site users. Safety and usability for recreational users of irrigated city sites shall be considered a priority.
- ❖ Installing and maintaining landscapes and managing natural and man-made park resources in a sustainable manner suitable for the scope and scale of the assets. Demonstration of conservation measures meaningful to residential scale shall be incorporated into sites and practices when feasible.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as “a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.” The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3
- 288.2(a)(1)(B) – Specification of Goals – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 4
- 288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- 288.2(a)(1)(E) – Universal Metering – Section 5.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 8.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 12
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 10
- 288.2(c) – Review and Update of Plan – Section 11

Conservation Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.1 through 5.4
- 288.2(a)(2)(B) – Record Management System – Section 5.2
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.7

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis.

In addition to the TCEQ required water conservation strategies, the NTMWD also requires the following strategy be included in the Member City and Customer plans:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.4 and

TCEQ rules also include optional, but not required, conservation strategies, which may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.3
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 8.6
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 8.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.5 and enacting a resolution
- 288.2(a)(3)(G) – Monitoring Method – Section 5.5
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 8.5 and 8.6

2.2 Drought Contingency Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.” The elements in the TCEQ drought contingency rules covered in this conservation plan are listed below.

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the adopted Drought and Emergency Response Plan in the City of Plano Municipal Code §21-53 through §21-60.2:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 10

- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages
- 288.20(a)(1)(E) – Drought and Emergency Response Stages
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages
- 288.20(a)(1)(I) - Procedures for Granting Variances
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions
- 288.20(a)(3) – Consultation with Wholesale Supplier
- 288.20(b) – Notification of Implementation of Mandatory Measures
- 288.20(c) – Review and Update of Plan – Section 11

3. WATER CONSERVATION UTILITY PROFILE

The Water Conservation Utility Profile must be completed as a requirement of the Water Management Plan. The completed Utility Profile for Retail Water Supplier (TWDB Form No.1965-R) is included in **Appendix B**.

4. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, the City of Plano must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to NTMWD. The goals for this water management plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 4.1.
- Maintain the level of unaccounted water in the system below 12%, as discussed in Section 5.4.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 8.4 and City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements.
- Increase efficient water usage as discussed in Sections 8.5 and 8.6.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

Table 4.1
Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)

Description	Historic 5-Year Average ¹	Baseline ²	5-Year Goal for year 2024	10-Year Goal for year 2029
Total GPCD ³	197	200	195	190
Residential GPCD ⁴	95	92	90	88
Water Loss (GPCD) ⁵	30	33	24	21
Water Loss (Percentage) ⁶	15%	16%	12%	11%

1. The Historic 5-yr Average includes 485 days of mandatory water restrictions due to drought stages and is unrealistically low to base future water use goals.
2. The Baseline is calculated from 2018 water use numbers when weather patterns and outdoor water use were more typical of total and residential water use.
3. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
4. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
5. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
6. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5. METERING, WATER USE RECORDS, CONTROL OF WATER LOSS, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

5.1 Accurate Metering of Treated Water Deliveries from NTMWD

Water deliveries from NTMWD are metered by NTMWD using meters with an accuracy of $\pm 2\%$. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

The provision of water to all customers, including public and governmental users, will be metered in the City of Plano. The City of Plano tests and/or replaces their residential customer meters in accordance with Sec. 4.2.8 of AWWA C700-95 and M-6, Water Meters – Selection, Installation, Testing and Maintenance Record Management System. All residential customer meters will be budgeted to be replaced on a minimum of a 10-15 year cycle. Additionally, large meters will be regularly tested on no less than a 5-year interval and either maintained or replaced when their test flow is outside standards established by AWWA.

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the City of Plano will maintain a customer billing and record management system that allows for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information will be included in an annual water conservation report, as described in Section 5.6 below.

5.3 Determination and Control of Water Loss

The Texas Water Development Board utilizes a methodology derived from the American Water Works Association (AWWA) and the International Water Association (IWA). This new standard uses terminology such as authorized consumption, real loss, apparent loss, and non-revenue water. Total water loss, as reported to TCEQ, includes two categories:

- Apparent Losses – Water that has been consumed but not properly measured or billed. These losses represent under-registered or under-billed water that occurs via customer meter inaccuracies, systematic data handling errors in the customer billing system, and unauthorized consumption due to illegal connections and theft.
- Real Losses – These are physical losses from the pressurized water distribution system, including water mains and all appurtenances (for example, valves and hydrants) and customer service connection piping. Real losses represent water that is lost from the distribution system prior to reaching the customer destination.

Measures to control apparent and real water losses will be part of the routine operations of the City of Plano. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in

Section 5.4 below. Meter service technicians, building inspectors, and all City crews will watch for and report signs of illegal connections, so they can be quickly addressed.

The Water Audit Worksheet, provided by TCEQ, is a "top down" audit of a utility's system using existing estimations and records. This audit will be completed annually using the Water Loss Audit Worksheets available from the Texas Water Development Board online at <https://www.twdb.texas.gov/conservation/municipal/waterloss/index.asp>. With the measures described in this plan, the City of Plano should maintain unaccounted water below 12%. If unaccounted water exceeds this goal, the City of Plano will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described below is the primary tool that should be used to monitor unaccounted water.

5.4 Leak Detection and Repair

As described above, city crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system, in which numerous leaks and line breaks occur, should be targeted for replacement, as funds are available. The City central irrigation system uses sub-metering and real-time data collection to monitor for leaks, line breaks, and malfunctions. The system automatically shuts down when leaks are detected, then automatically generates reports for these occurrences so they may be followed up by field technicians.

5.5 Monitoring of Effectiveness and Efficiency – NTMWD Member City and Customer Annual Water Conservation Report

The City of Plano will complete the NTMWD Member City and Customer Annual Water Conservation Report (**Appendix D**) by March 31 each year and will use this report to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values. The annual water conservation report should be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers' water conservation trends.

The City of Plano will consider using the Texas Water Development Board's Water Conservation Tracking Tool to assess existing water conservation initiatives and potential future initiatives.

5.6 Water Conservation Implementation Report

The TCEQ-required Water Conservation Plan Annual Implementation Report (TWDB Form No. 1966) is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The public education and information campaign on water conservation is carried out primarily by the Water Education Coordinator, a full-time staff member within the Sustainability and Environmental Education Division (SEED) of the Environmental Health and Sustainability Department. SEED's mission is to educate and engage the community in sustainable practices and environmental stewardship.

The Water Education Coordinator works with SEED staff and other City of Plano staff to develop classes, workshops, events, presentations, exhibits, communications campaigns, rebate programs and other resources that promote efficient water use. SEED notifies local organizations, schools, and civic groups that its staff and NTMWD's staff are available to provide presentations on the importance of water conservation and ways to save water.

The Water Education Coordinator develops and maintains a web site designed to educate residents on the importance of water conservation and ways to save water. This includes access to real-time water use data through the Customer & Utility Services online portal, recommended seasonal watering guidelines and schedules and links to other helpful resources, including the TWDB, TCEQ, EPA WaterSense and others.

The Water Education Coordinator develops utility bill inserts, electronic and print newsletter articles and social media campaigns to share water conservation information, garner trust and encourage interaction. These include material developed by the Environmental Health and Sustainability Department and material obtained from the TWDB, the TCEQ, EPA WaterSense and other sources. The City of Plano encourages local media coverage of water conservation issues and the importance of water conservation.

The Water Education Coordinator utilizes "Water IQ: Know Your Water," "Water4Otter," "Water My Yard" and other public education materials produced by the NTMWD as appropriate for targeted audiences. SEED staff actively promote the Texas Smartscape Web site (www.txsmartscape.com) as well as other regional resources, including Texas A&M AgriLife Water University, and make water conservation brochures and other materials available to the public.

The Water Education Coordinator develops and maintains partnerships with regional and national like-minded entities. These include the Water Efficiency Network of North Texas (WENNT), Texas A&M AgriLife Water University, the Dallas Irrigation Association, the North Central Texas Council of Governments (NCTCOG), EPA WaterSense and others.

SEED offers free classes and workshops, including a multi-part, in-person Sprinkler Spruce Up class series, a hands-on Fix-a-Leak Week workshop and additional seasonal classes on water-efficient gardening topics. SEED maintains a set of online learning modules, which allow users to work through interactive online courses at their convenience. One of these focuses on DIY residential sprinkler repairs. SEED is piloting additional online learning options, including webinars and video clips.

SEED hosts an annual WaterWise Landscape Tour. Residents can visit beautiful, sustainable Plano landscapes that thrived in the summer heat with minimal irrigation. This event introduces attendees to plants and practices that are suitable for North Texas as well as resources to help them incorporate those plants and practices into their own yards.

The City of Plano is an award-winning EPA WaterSense partner. SEED continues to strive for award-worthy excellence by promoting EPA WaterSense campaigns, resources, and products.

The Water Education Coordinator oversees the Water Conservation Incentive Program. This includes free conservation items for City of Plano residents and the Water Rebate Program. See Appendix C for details and guidelines.

In addition, trained water meter technicians provide face-to-face communication with residents concerning proper irrigation system design and operation and other conservation practices.

7. WATER RATE STRUCTURE

The City of Plano will continue to bill customers using an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water. See City of Plano Code of Ordinances §21-147 establishing an increasing block rate structure and minimum charge and base charges for all tiers for residential and commercial/industrial water rates.

8. OTHER WATER CONSERVATION MEASURES

8.1 NTMWD System Operation Plan

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies requiring implementation of a system operation plan. NTMWD's permits do allow some coordinated operation of its water supply sources, and NTMWD is seeking additional water rights for coordinated operation to optimize its available water supplies.

8.2 Reuse and Recycling of Wastewater

The City of Plano does not own and operate its own wastewater treatment plants. The wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use. In Plano, one golf course, one city park and one athletic training facility use wastewater effluent for irrigation.

8.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

State and federal standards have required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, and 3.0 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. As it deems appropriate, the City of Plano will continue to implement ordinances, plumbing codes, and rules for water conserving fixtures as they evolve through relevant building codes and State of Texas requirements. The current plumbing code is adopted in the City of Plano Code of Ordinances §§ 6-236 - 6-239.

8.4 Landscape Water Management Measures

The City of Plano adopts the following basic landscape water conservation measures as required by NTMWD:

- Per the Water Waste; Excess Flow Ordinance, the City of Plano restricts irrigation with sprinklers between the hours of 10 am to 6 pm from April 1 to October 31 of each year. To protect public safety during a freeze event, the City of Plano restricts irrigation with sprinklers any time other than between the hours of 10 am to 6 pm from November 1 to March 31 of each year.
- The City of Plano encourages limiting irrigation with sprinklers to a maximum of twice per week between April 1 and October 31 when not in a drought stage that further limits watering days.
- The City of Plano encourages limiting irrigation with sprinklers to no more than one day per week between November 1 and March 31.

- The City of Plano encourages customers to adhere to designated watering days based on the last digit of their service address.

Service Address	Spring/Summer (April 1 to October 31)	Fall/Winter (November 1 to March 31)
Even (Ends in 0,2,4,6, or 8)	Mondays and Thursdays	Thursdays
Odd (Ends in 1,3,5,7, or 9)	Tuesdays and Fridays	Tuesdays

No person or operation shall cause or permit the flow of excess or fugitive water onto any adjacent property or public right-of-way. This includes watering impervious surfaces and watering during a precipitation or freeze event as stated in the City of Plano Code of Ordinances §21-52.

- The City of Plano discourages the planting of cool season grasses.
- The City of Plano discourages the planting of new landscapes or replacement of existing landscapes during summer months.

Soaker hoses should be utilized only within a tree's dripline or within 24" of a foundation. The City has adopted landscape regulations as part of its Zoning Ordinance in Article 3.1200 (Landscaping Requirements). The requirements are intended to minimize waste in landscape irrigation by requiring:

- Submission of a water budget with landscape plans for new commercial development
- Rain sensors on irrigation systems
- Irrigation system zones to water plants based on similar water needs
- Trees and plants suitable for local soil and climate conditions
- Landscape designs that conserve water through creative design and that comply with the following principles:
 - Soil protection and improvement
 - Careful selection and design of turf areas
 - Use of site-appropriate plan materials with water conservation in mind
 - Use of mulch around all plant materials and areas that are not turf or hardscape

In addition, the adopted plumbing codes in the City of Plano Code of Ordinances §6-561 require:

- New irrigation systems meeting detailed requirements of use of drip and low flow irrigation, distribution uniformity (75 percent), low-angle spray heads, designs in accordance with TCEQ
- No spray heads allowed between street and sidewalk planting areas of both residential and commercial properties

- Installation and inspection for irrigation systems that include an evaluation of the system for the distribution uniformity
- Rain and freeze sensors are required on all new irrigation systems. Rain and freeze sensors must be maintained to function

8.5 Additional Water Conservation Measures

- Promote proper maintenance of irrigation systems and sprinklers
- Promote the use of drip irrigation that is properly designed, installed and scheduled.
- Encourage customers to only seek the services of TCEQ licensed irrigators when they pursue contracted irrigation system design or repair. Partner with the Dallas Irrigation Association to promote vetted resources and contractors.
- “At home” car washing can be done only when using a water hose with a shut-off nozzle.
- Charity car washes are allowed only if they use hoses with shut-off nozzles.
- Promote outdoor water efficiency on Web site, including water conserving irrigation systems.
- The Finance Department will continue to use the fixed network system. The fixed network system offers the ability to analyze water usage by meter by time of day. Data is captured on a daily basis that assists in the City's efforts to educate and inform customers of patterns of water usage to help customers make better decisions regarding their water consumption and will also help identify presence of leaks. The city will continue outreach efforts to develop resources to educate customers how they can use the online meter data to view and reduce their water use.
- The City of Plano will consider adding ordinances that regulate water use for splash pads, car washes and ponds. Splash pads and car washes will require recirculating systems, and ponds will be prohibited from using potable water.

8.6 Rebates and Free Distribution of Water Conserving Devices

The Water Conservation Incentive Program is described in **Appendix C**. The items may change from time to time as the program evolves. The appendix will be modified as these changes occur.

The City offers partial credit for leak repair with sufficient documentation.

8.7 Requirement for Water Conservation Plans by Wholesale Customers

The NTMWD Model Plan requires that every contract for the wholesale sale of water by Member Cities and/or Customers that is entered into, renewed, or extended after the adoption of this water conservation plan include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The

requirement will also extend to each successive wholesale customer in the resale of the water. The Colony is the only active wholesale customer of Plano's water system.

9. IMPLEMENTATION OF THE DROUGHT CONTINGENCY & WATER EMERGENCY RESPONSE PLAN

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

City of Plano Code of Ordinances §§ 21-53 - 21-60.2 establish procedures and criteria for declaring a water emergency and implementing and terminating drought response stages, procedures for requesting variances, and establishing administrative remedies and fees and criminal penalties for violating the restrictions.

**10. COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND
NTMWD**

The City of Plano will send a copy of this water management plan, the resolution adopting the plan, and the water utility profile to the NTMWD and the Chair of the Region C Water Planning Group.

11. REVIEW AND UPDATE OF WATER MANAGEMENT PLAN

As required by TCEQ rules, the City of Plano will review the Water Management Plan, including the Drought Contingency and Water Emergency Response Ordinance, every five years. The plan will be updated as appropriate based on new or updated information.

12. IMPLEMENTATION AND ENFORCEMENT OF THE WATER MANAGEMENT PLAN

A resolution adopted by the City Council regarding the Water Management Plan on April 22, 2019. The following ordinances are also included as part of the Water Management Plan:

Landscape Water Management Regulation – City of Plano Zoning Ordinance Article 17: Landscaping and Tree Preservation

Illegal Water Connections and Theft of Water – City of Plano Code of Ordinances §21-17 and §21-18

Water Rates - City of Plano Code of Ordinances §21-147

Drought Contingency & Water Emergency Response - City of Plano Code of Ordinances §§21-53 -21-60.2

Plumbing Code - City of Plano Code of Ordinances §§6-236 - 6-239 and §6-561

Water Waste; Excess Flow - City of Plano Code of Ordinances §21-47 through §21-52

APPENDIX A LIST OF REFERENCES

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20.
- (2) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.

- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.
- (30) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2.
- (31) Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
- (32) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency/Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.
- (33) Edward Motley, Marisa Vergara, Tom Gooch, and Stephanie Griffin: Memorandum to File on "Region C Municipal Water Use Projections Adopted on August 18, 2003," Fort Worth, August 21, 2003.
- (34) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.

- (35) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (36) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (37) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (38) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (39) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (40) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (41) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (42) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (43) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (44) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (45) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (46) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (47) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (48) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (49) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (50) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (51) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (52) City of Houston: "Water Conservation Plan," 1998.
- (53) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.

- (54) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (55) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (56) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (57) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (58) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (59) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (60) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

APPENDIX B

WATER CONSERVATION UTILITY PROFILE

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:

Public Water Supply Identification Number (PWS ID):

Certificate of Convenience and Necessity (CCN) Number:

Surface Water Right ID Number:

Wastewater ID Number:

Contact: First Name: Last Name:

Title:

Address: City: State:

Zip Code: Zip+4: Email:

Telephone Number: Date:

Is this person the designated Conservation Coordinator? ☐ Yes ☒ No

Coordinator: First Name: Last Name:

Title:

Address: City: Zip Code:

Email: Telephone Number:

Regional Water Planning Group:

Groundwater Conservation District:

Our records indicate that you:

- ☐ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles:

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	283,700	8,142	283,700
2017	279,700	8,142	279,700
2016	277,400	8,142	277,400
2015	274,000	41,352	274,000
2014	270,900	37,853	270,900

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	285,100	8,142	285,100
2030	296,600	8,142	296,600
2040	300,000	8,142	300,000
2050	304,000	8,142	304,000
2060	308,000	8,142	308,000

4. Described source(s)/method(s) for estimating current and projected populations.

City of Plano Planning Department provided estimates through 2040. 2050 and 2060 were estimated by adding 4,000 people total every 10 years.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2018	0	20,813,503,000	150,990,000	20,662,513,000	200
2017	0	20,170,188,420	138,476,000	20,031,712,420	196
2016	0	21,707,428,000	146,716,000	21,560,712,000	213
2015	0	20,275,042,000	151,201,000	20,123,841,000	201
2014	0	17,396,017,000	142,139,000	17,253,878,000	174
Historic Average	0	20,072,435,684	145,904,400	19,926,531,284	197

C. Water Supply System

1. Designed daily capacity of system in gallons 230,000,000

2. Storage Capacity

2a. Elevated storage in gallons: 17,500,000

2b. Ground storage in gallons: 68,000,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	285,100	20,710,000,000
2021	286,250	20,690,000,000
2022	287,400	20,670,000,000
2023	288,550	20,640,000,000
2024	289,700	20,620,000,000
2025	290,850	20,590,000,000
2026	292,000	20,570,000,000
2027	293,150	20,540,000,000
2028	294,300	20,520,000,000
2029	295,450	20,490,000,000

2. Description of source data and how projected water demands were determined.

Population estimates and consumption do not include The Colony. Estimated Plano's population will grow 1,150 people each year based on the 2020 estimate of 285,100 and the 2030 estimate of 296,600. Water Demand has been relatively stable and we anticipate consumption to decrease by about 0.2% each year.

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Plano Independent School District	Institutional	264,758,000	Treated
WSG Parent Gold IV LP	Commercial	61,083,200	Treated
NTT Data Inc.	Commercial	54,030,000	Treated
TX APT 8205 Town Main Drive LM	Residential	51,492,500	Treated
The Giovanna	Residential	50,588,000	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
The Colony	Municipal	150,000,000	Treated

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	72,579	85.13 %
Residential - Multi-Family	1,893	2.22 %
Industrial	23	0.03 %
Commercial	9,536	11.19 %
Institutional	1,225	1.44 %
Agricultural	0	0.00 %
Total	85,256	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	463	0	2	82	28	0	575
2017	343	9	0	249	11	0	612
2016	0	0	11	684	370	0	1,065
2015	732	78	0	0	499	0	1,309
2014	477	0	0	133	6	0	616

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	9,440,539,290	134,948,620	19,817,700	6,249,720,580	910,849,930	0	16,755,876,120
2017	9,511,162,000	118,845,000	19,215,000	6,347,947,000	693,912,000	0	16,691,081,000
2016	9,528,527,000	121,588,000	21,070,000	6,204,852,000	340,461,000	0	16,216,498,000
2015	10,012,192,000	125,613,000	21,309,000	6,077,198,000	557,259,000	0	16,793,571,000
2014	8,867,566,330	119,848,040	18,942,160	5,325,463,510	190,967,380	0	14,522,787,420

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2018	92	0	92
2017	94	0	94
2016	95	0	95
2015	101	0	101
2014	91	0	91
Historic Average	95	0	95

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	945,219,390	942,281,070	889,983,025	861,847,300	877,619,860
February	842,067,290	872,574,730	876,123,425	770,192,000	850,110,090
March	864,999,800	989,844,700	987,089,765	744,472,000	853,724,590
April	1,067,864,210	1,152,846,850	1,136,262,375	900,587,000	1,063,429,610
May	1,374,629,150	1,343,183,940	1,112,014,000	866,063,000	1,275,575,370
June	1,855,105,790	1,583,373,560	1,282,639,300	1,093,571,000	1,365,747,740
July	2,312,250,520	1,643,425,680	1,899,596,500	1,811,406,000	1,421,548,420
August	2,402,674,720	1,824,207,260	2,181,432,400	2,636,379,000	1,516,424,770
September	1,814,038,010	1,825,948,090	1,881,237,300	2,630,097,000	1,649,470,250
October	1,182,803,730	1,753,941,710	1,672,053,700	2,149,609,000	1,645,959,830
November	946,821,990	1,398,612,460	1,300,639,700	1,348,032,000	1,200,330,820
December	919,685,680	1,216,235,530	1,056,597,000	985,544,000	923,896,190
Total	16,528,160,280	16,546,475,580	16,275,668,490	16,797,799,300	14,643,837,540

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Total	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2018	6,570,031,030	16,528,160,280
2017	5,051,006,500	16,546,475,580
2016	5,363,668,200	16,275,668,490
2015	5,541,356,000	16,797,799,300
2014	4,303,720,930	14,643,837,540
Average in Gallons	5,365,956,532.00	16,158,388,238.00

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	3,386,467,089	33	16.38 %
2017	2,916,174,101	29	14.55 %
2016	3,550,265,359	35	16.46 %
2015	3,043,746,672	30	15.13 %
2014	2,162,785,934	22	12.54 %
Average	3,011,887,831	30	15.01 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	45,282,630	71413380	1.5771
2017	45,332,809	54902244	1.2111
2016	44,590,872	58300741	1.3075
2015	46,021,367	60232130	1.3088
2014	40,120,102	46779575	1.1660

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	9,471,997,324	85.13 %	58.48 %
Residential - Multi-Family	124,168,532	2.22 %	0.77 %
Industrial	20,070,772	0.03 %	0.12 %
Commercial	6,041,036,218	11.19 %	37.30 %
Institutional	538,689,862	1.44 %	3.33 %
Agricultural	0	0.00 %	0.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

We do not have a breakdown of GPCD by single-family and multi-family customers.

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day:

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0.00 %
Industrial			0	0.00 %
Commercial			0	0.00 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
Total			0	100.00 %

3. Percentage of water serviced by the wastewater system:

 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

5. Could treated wastewater be substituted for potable water?

☐

Yes

☐

No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
Total	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

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APPENDIX C

WATER CONSERVATION INCENTIVE PROGRAM

The Water Conservation Incentive Program includes two components, as outlined below:

1. Free Water Conservation Items

The City of Plano offers residents free water conservation items that are available at the Customer and Utility Service counter from 8am to 5pm, Monday through Friday at the Municipal Center.

Following is the list of items available and a description of each item:

- Low-Flow Shower Head: This self-cleaning showerhead features a non-aerating spray, meaning less temperature loss and hot water energy savings.
- Toilet Leak Detection Tablets: These dye tablets are used to check for a leak between the toilet tank and bowl.
- Toilet Flapper: Water treatment processes, toilet bowl cleaners, and high water pressure can cause replaceable toilet parts, such as the toilet flapper, to disintegrate. This item should be used to replace an existing toilet flapper if black “goo” is found to be present.
- Faucet Aerator: By introducing air into the stream, the aerator provides an even spray pattern while saving water.
- Rain Gauge: This gauge assists the resident in determining how to adjust an outdoor irrigation schedule according to season and recent rainfall.

Other items are available seasonally, including soil moisture meters and garden kneeling pads embossed with water-efficient landscaping practices.

2. Water Conservation Rebate Program

Program Eligibility and Guidelines

Eligibility:

- Participant must currently own their home and have a City of Plano water utility account in good standing for the property where installation of qualifying item occurred.
- Eligibility is limited to residential homes only; commercial buildings are not eligible.
- To meet eligibility guidelines, items must be purchased from a retailer located within the City of Plano.
- The City of Plano reserves the right to terminate or modify the water conservation rebate program at any time.

Process:

- Resident mails receipt and application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.

- Completed applications must be received by the City of Plano within 120 days of purchase of eligible water conserving item.
- Utility credits will be processed in the order they are received on a first-come first-served basis.
- The City issues a credit on resident's utility bill within 30 days of receipt of completed application.

WaterSense Approved, High Efficiency Toilets (HET's)

Eligibility:

- Only homes built in 1994 or earlier are eligible for the program.
- Only new, EPA WaterSense labeled high efficiency models of toilets (HET) will be eligible for utility credit.
- New high efficiency qualifying toilet (average of 1.28 gallons per flush) must replace an older, inefficient toilet (using greater than 1.6 gallons per flush). Residence must not already have low-flow or high efficiency toilets (HET's) installed.

Process:

- Resident must first purchase and install qualified toilet from local retailer.
- Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Once installed, the resident must submit a copy of the receipt and application within 120 days of purchase date.
- Complete application will be sent to City of Plano Water Conservation Rebate Program by mail, e-mail, fax or hand delivery.
- Credits will be issued to the utility bill for the following amounts:
 - \$100 for the first toilet
 - \$75 for the second toilet
 - \$50 for the third toilet
- If required documentation has not been provided, rebate will be denied.

Rain/Freeze Sensor and EPA WaterSense Labeled Smart/ET Controllers

Eligibility:

- New irrigation systems are not eligible for this program.
- Irrigation system must not already have a rain and freeze sensor device installed.
- Only new rain and freeze sensors and controllers purchased from a retailer located within the City of Plano will be eligible for rebate. The City of Plano does not require an irrigation permit to retrofit an irrigation system for a rain and freeze sensor or a controller.

Process:

- Resident must select, purchase, and install rain/freeze sensor or controller from a retailer within Plano.
- Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Resident must mail in rebate application and proof of purchase no later than 120 days from date of purchase.

- If installed by licensed irrigation professional, resident must submit proof of installation, including license number of irrigation professional.
- Complete application will be sent to City of Plano Water Conservation Rebate Program by mail, e-mail, fax or hand delivery.
- The City of Plano will issue a \$50 water utility credit to resident's utility bill for the purchase and installation of a rain freeze sensor or controller.
- If a licensed irrigation profession installed the device and proof of the installation including the irrigator's license number, then a total of \$75 water utility credit will be issued to the resident's utility bill.
- If required documentation has not been provided, rebate will be denied.

Pressure Reducing Valve (PRV)

Eligibility:

- Eligibility is limited to single-family detached homes, townhomes, duplexes and condos that were built before January 1, 2013.
- Apartments and commercial properties are not eligible at this time.
- Applicant must currently own the dwelling and have a City of Plano water utility account in good financial standing for the property where the PRV is installed.
- Water Pressure must exceed 80 psi according to the PRV Eligibility Map at plano.gov/PRVMap.
- PRV should reduce pressure below 80 psi at residence. If it is not possible to reduce water pressure below 80 psi, PRV should be installed according to manufacturer's guidelines for maximum pressure reduction.
- PRV must reduce pressure to the house. PRVs that reduce pressure only to irrigation systems are not eligible for rebate.
- Limit one PRV rebate per residential address.
- PRV must be installed after October 1, 2015 to be eligible for rebate.
- PRV must be installed by a licensed plumber that is registered in the City of Plano.
- PRV must be purchased from a retailer located within the City of Plano.
- If the installation of the valve includes installing expansion tanks at the water heaters, then a Miscellaneous Simple Permit Application should be submitted to the City of Plano Building Inspections Department prior to installation. If the installation of the PRV does not include installation of expansion tanks, then no permit is necessary. Miscellaneous Simple Permit Application can be downloaded from www.buildinginspections.org.

Process:

- The City of Plano will issue a rebate for 50% of the PRV, associated parts, and installation costs. The maximum PRV rebate is \$500. Tax is not included.
- Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Completed applications and itemized invoice for PRV, associated parts, and installation must be received by the City of Plano within 120 days of the installation of the PRV. Plumber's license number and installation date must be on the invoice.
- Complete application will be sent to City of Plano Water Conservation Rebate Program by mail, e-mail, fax or hand delivery.

APPENDIX D

NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER CONSERVATION REPORT

APPENDIX D
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT
Due: March 31 of every year

Water Utility Reporting: Plano
Filled Out By: _____
Phone Number: _____
Email: _____
Date Completed: _____
Year Covered: _____
of Connections _____
Estimated Population _____
Source: _____
of Irrigation Systems _____

Recorded Deliveries and Sales by Month (in Million Gallons):

Month	Deliveries from NTMWD	Other Supplies	Sales by Category							
			Residential	Commercial	Public/ Institutional	Industrial	Metered Irrigation	Wholesale	Other	Total
January	1,290.254									
February	1,195.924									
March	1,297.882									
April	1,498.989									
May	2,164.846									
June	1,915.751									
July	3,084.231									
August	2,697.472									
September	1,658.851									
October	1,518.020									
November	1,413.088									
December	1,078.195									
TOTAL	20,813.503									

Peak Day Usage

Peak Day (MG)

Average Day (MG) 57.023

Peak/Average Day Ratio

Authorized Consumption and Water Loss

Total System Input Volume: 20,813.503

Billed Metered: ** does not include Metered Irrigation because this is already counted in each customer class.*

Billed Unmetered: -

Unbilled Metered:

Unbilled Unmetered: 260.169

Total Authorized Consumption: 260.169

Water Losses: 20,553.334

Total Loss Percent: 98.75%

Goal for Total Loss Percent:

Per Capita Use (Gallons per person per day)

Municipal Use (MG) 20,814

Residential Use (MG)

Total Per Capita Use (gpcd) #DIV/0!

Municipal Per Capita Use (gpcd) #DIV/0!

Residential Per Capita Use (gpcd) #DIV/0!

5-year Per Capita Goal

10-year Per Capita Goal

Recorded Wholesale Sales by Month (in Million Gallons):

Month	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Total Wholesale Sales
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
TOTAL									

Information on Wholesale Customers:

Customer	Estimated Total Population

Unusual Circumstances (use additional sheets if necessary):

Progress in Implementation of Conservation Plan (use additional sheets if necessary):

Conservation measures planned for next year (use additional sheets if necessary):

Assistance requested from North Texas Municipal Water District (use additional sheets if necessary):

Other (use additional sheets if necessary):

Historical Water Use Data for Plano

Year	Connections	Estimated Population	Deliveries from NTMWD (MG)	Other Supplies (MG)	Metered Sales by Category (Million Gallons)							
					Residential	Commercial	Public/ Institutional	Industrial	Metered Irrigation	Wholesale	Other	Total
1990	41,017	127,885	10,814	0	6,197	3,384	133	34	0	9	78	9,835
1991	42,750	135,558	10,578	0	5,821	3,180	125	32	0	9	73	8,776
1992	45,454	143,692	10,631	0	6,363	3,477	136	35	0	10	80	9,594
1993	48,156	152,313	12,393	0	7,171	3,918	154	39	0	11	90	11,383
1994	51,152	161,452	12,397	0	7,250	3,961	155	39	0	11	91	11,507
1995	53,767	171,139	13,770	0	7,975	4,357	171	43	0	12	100	12,658
1996	57,047	180,552	15,341	0	9,083	4,963	194	49	0	14	114	14,417
1997	60,421	190,482	15,685	0	10,250	5,601	219	56	0	15	128	16,269
1998	64,769	200,958	20,380	0	12,408	6,780	266	67	0	19	155	19,695
1999	68,156	212,011	22,298	0	12,936	7,068	277	70	0	20	162	20,533
2000	70,782	222,030	23,823	0	12,837	7,000	375	32	0	73	169	20,487
2001	72,745	227,200	26,720	0	13,262	7,605	346	23	0	92	162	21,490
2002	74,002	233,700	22,459	0	11,636	6,877	253	42	0	82	157	19,047
2003	75,132	237,925	22,745	0	11,895	7,094	442	35	0	73	162	19,701
2004	76,108	243,500	22,149	0	10,734	7,244	292	40	0	98	153	18,561
2005	77,400	247,000	22,432	0	12,856	8,020	183	37	0	82	176	21,354
2006	78,600	252,950	23,524	0	12,837	7,000	375	32	0	73	153	20,470
2007	79,429	255,700	19,182	0	9,433	6,139	224	23	0	89	316	16,224
2008	79,990	263,900	23,024	0	11,605	7,509	376	33	0	106	44	19,674
2009	80,293	264,600	21,313	0	10,435	6,808	356	25	0	111	30	17,765
2010	80,685	266,600	23,110	0	11,591	7,280	493	34	0	118	28	19,544
2011	81,061	262,800	23,256	0	12,953	7,301	577	29	0	134	31	21,025
2012	81,612	265,400	21,273	0	11,728	6,600	393	21	0	135	38	18,914
2013	82,085	266,600	19,338	0	10,580	5,763	505	16	0	140	36	17,040
2014	82,700	270,900	17,518	0	8,988	5,163	446	20	0	142	27	14,786
2015	83,286	274,000	20,275	0	10,138	6,020	557	21	0	151	62	16,949
2016	84,081	277,400	21,707	0	9,650	6,205	340	21	0	147	59	16,422
2017	84,693	279,700	20,553	0	9,630	6,305	549	19	2,860	138	43	19,545
2018	0	0	20,814	0	0	0	0	0	0	0	0	0

Historical Per Capita Use Data and Water Loss for Plano

Year	Estimated Population	In-City Municipal Use (MG)	Per Capita Municipal Use (gpcd)	Per Capita Residential Use (gpcd)	Deliveries from NTMWD (MG)	Other Supplies (MG)	Wholesale Sales (MG)	Billed Metered (MG)	Billed Unmetered (MG)	Unbilled Metered (MG)	Unbilled Unmetered (MG)	Water Losses (MG)	% Water Loss
1995	171,139	13,615	218	127	13,770	0	12	12,658	0	460	323	329	2.00%
1996	180,552	15,164	230	137	15,341	0	14	14,417	0	485	341	98	1.00%
1997	190,482	15,486	223	147	15,685	0	15	16,269	0	512	360	-1,455	-9.00%
1998	200,958	20,139	275	169	20,380	0	19	19,695	0	540	379	-234	-1.00%
1999	212,011	22,046	285	167	22,298	0	20	20,533	0	570	400	795	4.00%
2000	222,030	23,549	291	158	23,823	0	73	20,487	0	597	419	2,320	10.00%
2001	227,200	26,443	319	159	26,720	0	92	21,490	0	610	429	4,191	16.00%
2002	233,700	22,178	260	136	22,459	0	82	19,047	0	628	441	2,343	10.00%
2003	237,925	22,475	259	137	22,745	0	73	19,701	0	639	449	1,956	9.00%
2004	243,500	21,858	246	120	22,149	0	98	18,561	0	654	460	2,474	11.00%
2005	247,000	22,137	246	142	22,432	0	82	21,354	0	664	466	-52	0.00%
2006	252,950	23,266	252	139	23,524	0	73	20,470	0	680	477	1,897	8.00%
2007	255,700	18,754	201	101	19,182	0	89	16,224	0	767	392	1,799	9.00%
2008	263,900	22,841	237	120	23,024	0	106	19,674	0	0	467	2,883	13.00%
2009	264,600	21,147	219	108	21,313	0	111	17,765	0	0	387	3,161	15.00%
2010	266,600	22,931	236	119	23,110	0	118	19,544	0	1	380	3,185	14.00%
2011	262,800	23,063	240	135	23,256	0	134	21,025	0	1	34	2,197	9.00%
2012	265,400	21,080	218	121	21,273	0	135	18,914	0	1	40	2,318	11.00%
2013	266,600	19,146	197	108	19,338	0	140	17,040	0	0	33	2,265	12.00%
2014	270,900	17,329	175	91	17,518	0	142	14,786	0	0	355	2,377	14.00%
2015	274,000	20,041	200	101	20,275	0	151	16,949	0	1	233	3,092	15.25%
2016	277,400	21,480	212	95	21,707	0	147	16,422	0	2	1,514	3,768	17.36%
2017	279,700	20,352	199	94	20,553	0	138	16,546	0	145	255	3,469	16.99%
2018	0	20,814	#DIV/0!	#DIV/0!	20,814	0	0	0	0	0	260	20,553	98.75%

Note:

In-city municipal use = total water supplied less sales to industry, metered irrigation, wholesale sales and other sales.

After 2017 - Unaccounted Water has been removed and replaced with Water Losses (per TWDB definition). This category is inclusive of real and apparent losses. Categories for authorized consumption were also added; Unbilled metered replaced estimated fire use, unbilled unmetered replaced estimated line flushing, and a new category for billed unmetered sales was added.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

Resolution No. 2019-4-5(R): To authorize continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eight cents (\$0.08) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	22,891	0	22,891
Encumbered/Expended Amount	0	0	0	0
This Item	0	-22,891	0	-22,891
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: Funding for this item is included in the 2018-19 Non-Departmental Budget.

SUMMARY OF ITEM

Funding for this item is included in the approved FY 2018-19 Budget. This item authorizes the continuation of the City's membership on the Steering Committee of Cities Served by Oncor, and the payment of the City's annual assessment for continued membership.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	4/11/2019	Memo
Resolution	3/28/2019	Resolution

Date: April 22, 2019

To: Bruce D. Glasscock, City Manager

From: Brandi Youngkin, Assistant City Manager

Subject: Resolution to Renew Membership for 2019 Steering Committee of Cities Served by Oncor

Purpose of the Resolution:

On December 6, 2018, the Steering Committee approved the 2019 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2019 is a per capita fee of \$0.08 based upon the population figures for each city shown in the latest TML Directory of City Officials. This is a decrease of \$0.03 compared to 2018.

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in Steering Committee of Cities Served by Oncor.
- II. This paragraph authorizes payment of the City’s assessment to the Steering Committee of Cities Served by Oncor in the amount of eight cents (\$0.08) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Steering Committee of Cities Served by Oncor*” and mailed to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

A Resolution of the City of Plano, Texas authorizing continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eight cents (\$0.08) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date.

WHEREAS, the City of Plano is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2018 meeting set a budget for 2019 that compels an assessment of eight cents (\$0.08) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Plano and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Section II. The City is further authorized to pay its assessment to the Steering Committee of eight cents (\$0.08) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

Section III. A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

Section IV. This Resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

Resolution No. 2019-4-6(R): To find that Oncor Electric Delivery Company LLC's ("Oncor") application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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 financial impact.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/12/2019	Agreement

A Resolution of the City of Plano, Texas, (“City”) finding that Oncor Electric Delivery Company LLC’s (“Oncor”) application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City’s reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date.

WHEREAS, the City is an electric utility customer of Oncor and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about April 8, 2019 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”), PUC Docket No. 49427, seeking to increase electric distribution rates by approximately \$29,433,804; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor’s DCRF filing with designated attorneys and consultants to resolve issues in the Oncor’s application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section I. That the City is authorized to participate with Cities in PUC Docket No. 49427.

Section II. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with Oncor, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section III. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section IV. That the Company shall continue to charge its existing rates to customers within the City.

Section V. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section VI. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section VII. That a copy of this Resolution shall be sent to Matthew C. Henry, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Legal Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

DULY PASSED AND APPROVED this 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Abby Owens

CAPTION

Ordinance No. 2019-4-7: To repeal and replace Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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.

SUMMARY OF ITEM

The Texas Commission on Environmental Quality requires the City's Drought and Emergency Response Plan to be updated every five years. The last update was in April 2014. The proposed plan includes minor

changes.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Memorandum for Drought and Emergency Response Plan	4/11/2019	Memo
Drought and Emergency Response Plan Ordinance	4/15/2019	Ordinance

Date: April 10, 2019

To: Bruce D. Glasscock, City Manager

From: Gerald P. Cosgrove, Public Works Director

Subject: 2019 Drought and Emergency Response Plan Ordinance

The Texas Commission on Environmental Quality requires the City's Drought and Emergency Response Plan to be updated every five years. The last update was in April 2014.

The most significant change in the proposed Drought and Emergency Response Plan is the reduction from four drought stages to three stages. This change better aligns our plan with the North Texas Municipal Water District's plan and those plans of surrounding cities. The previous Stage 1 was a voluntary stage that called for enhanced water conservation that was very similar to our year-round Water Management Plan. It was therefore removed and the previous Stage 2 is now Stage 1, the previous Stage 3 is now Stage 2, and the previous Stage 4 is now Stage 3.

Other minor changes include updates to the definitions section, the addition of increasing administrative penalties, and the addition of an option to install a rain/freeze sensor in lieu of the administrative penalty.

The draft plan was posted online for public comment from March 5 through April 5. No comments were received. The draft plan was presented to Council on March 19 and a public hearing was conducted. No comments were received.

An Ordinance of City of Plano, Texas, repealing and replacing Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.

WHEREAS, on October 26, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-10-18, adopting the Drought and Emergency Response Plan; and

WHEREAS, on August 22, 2011, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2011-8-15; and

WHEREAS, on April 23, 2012, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2012-4-13; and

WHEREAS, on April 28, 2014, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2014-4-28; and

WHEREAS, the Texas Commission on Environmental Quality requires that the Drought and Emergency Response Plan be updated every five years and the next update is due by May 1, 2019; and

WHEREAS, the City staff recommends that further amendments are necessary to the Drought and Emergency Response Plan to more accurately describe the plan, correct errors, and provide clarification; and

WHEREAS, the City staff further recommends that certain areas of the Drought and Emergency Response Plan be amended to provide options for the City Manager to impose certain requirements upon notification to the public; 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 recommended changes should be approved and adopted.

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

Section I. Division 4, Drought and Emergency Response Plan, Sections 21-53 through 21-60.2 of Article II, Water, Chapter 21, Utilities, of Plano Code of Ordinances is hereby repealed in its entirety and replaced with the following:

"DIVISION 4: DROUGHT AND EMERGENCY RESPONSE PLAN

Sec. 21-53. Purpose and Scope

(a) The North Texas Municipal Water District (NTMWD) supplies treated water to the City of Plano, as well as other member cities and customers. A Model Water Resource and Emergency Management Plan was developed by the NTMWD in accordance with the regulations and requirements of the Texas Administration Code ("TAC") and the Texas Commission on Environmental Quality ("TCEQ") and consultation with its member cities. The NTMWD Model Plan calls for member cities and customers to adopt similar criteria and procedures for declaring a water emergency and implementing drought and emergency response stages as used by NTMWD. Member cities and customers may also adopt more stringent drought and emergency stages than NTMWD if conditions warrant. There is hereby established a City of Plano Drought and Emergency Response Plan (in this division called "the Plan") to provide procedures for:

- (1) Conserving the available water supply in times of drought, water supply shortage and emergency;
- (2) Maintaining supplies for domestic water use, sanitation, and fire protection;
- (3) Protecting and preserving public health, safety, and welfare;
- (4) Minimizing the adverse impacts of water supply shortages; and
- (5) Minimizing the adverse impacts of emergency water supply conditions.

(b) The Plan applies to

- (1) All persons and premises using water from the city's water delivery system;
- (2) All wholesale contract customers;

(c) TCEQ's minimum requirements (30 Tex. Admin. Code § 288.20) for drought contingency plans are addressed in the following subsections of this Plan.

Sec. 21-54. Exemption

The governmental use of water for essential services such as police, fire, and emergency services which is necessary to preserve or protect the health, safety and welfare of the citizens of Plano is exempt from any and all restrictions or mandates set forth in the Plan.

Sec. 21-55. Definitions

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Athletic Field" means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

"City" refers to the City of Plano.

"City Manager" refers to the City Manager of the City of Plano or any other City of Plano public official designated by the City Manager to act on behalf of the City Manager.

"Customer" means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

"Drip Irrigation" means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

"Drought" means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources to be depleted.

"Emergency" means a condition in which the existing or projected water supply available to the city is not anticipated to meet the normal water requirements of metered water users. This condition may be the result of factors including, but not limited to, natural emergency conditions (i.e., drought, etc.) and/or a failure of the city's or its supplier's water distribution systems"

"Even numbered address" refers to street addresses (e.g. 124 Plano Street) or box numbers ending in 0, 2, 4, 6, or 8.

"Foundation" means area that includes first 24" of soil from foundation slab.

"Fugitive water" refers to pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right- of-way.

"Irrigation System" means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

"Landscape" means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

"New Landscape" mean (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.

"North Texas Municipal Water District" or "NTMWD" refers to the North Texas Municipal Water District.

"Odd numbered address" refers to street addresses (e.g. 123 Plano Street) or box numbers ending in 1, 3, 5, 7 or 9.

"Ornamental Fountains" means water features greater than 5 feet in diameter used for aesthetic or cosmetic purposes only that must use, or be refilled with, potable water. This shall not include pond aerifiers and other water recycling devices used to mitigate stagnant conditions in lakes, ponds, or other natural bodies of water.

"Person" means owner, occupant, or person in control of the premises or a person authorized by the owner, occupant, or person in control of the premises.

"Plan" refers to the City of Plano's Drought and Emergency Response Plan, individually and/or collectively

"Plano" refers to the City of Plano or the City.

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

"Public health, Safety and welfare" means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

"Greens" means the ground that is specially prepared for putting. The putting green is typically defined by a fine bladed grass that requires an extremely high level of maintenance to provide a smooth surface for rolling the ball when putting.

"Soaker Hose" means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

"Sprinkler" means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

"Swimming Pool" or "pool" means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, greater than five feet in width at any point are included in this definition.

"Plano's water supply system" or "water delivery system" means the City of Plano water works system and shall include, but not be limited to, storage tanks, elevated tanks, pipelines, pumps, hydrants, meters, valves, connections, engines, and all other property and machinery used in connection with the City's water works system.

"Tee Box" means the rectangular area considered the starting place for the hole to be played in the game of golf. The tee box is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent surface to begin play on the hole.

"TCEQ" means the Texas Commission on Environmental Quality.

"Wholesale Customer" means entities to whom the City of Plano provides wholesale water at a discounted rate. The Colony is a wholesale customer of the City of Plano.

Sec. 21-56. Presumption

For purposes of enforcement of administrative remedies and criminal penalties under this ordinance, it shall be presumed that the person in actual control of the watering or irrigation devices for a premise is responsible for any violations of this ordinance. The requirement of a culpable mental state is expressly waived for any administrative or criminal penalty or remedy.

Sec. 21-57. Authority to Declare Water Emergency

(a) The City Manager may order the implementation of a drought and emergency response stage when one or more of the trigger conditions for that stage are met. The following actions will be taken when a drought and emergency response stage is initiated:

- (1) The public will be notified in accordance with Sec. 21-58.
- (2) NTMWD will be notified by e-mail with a follow-up letter that provides details of the reasons for initiation of the drought and emergency response stage.
- (3) If any mandatory provisions of the drought and emergency response plan are activated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

(b) Drought and emergency response stages imposed by NTMWD action may be initiated by the City. The City Manager may decide not to order the implementation of a drought and emergency response stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(c) In the event of a city-wide emergency, the order shall be made by public announcement in the City within twenty-four (24) hours of implementation. In the event of an emergency of limited geographical extent, door-to-door notification shall be made by door hangers and/or in person.

Sec. 21-58. Notification and Termination of Water Emergency

(a) Notification of Water Emergency - The City will inform and educate the public about the drought and emergency response plan by the following means:

- (1) Preparing a press release describing the Plan and sharing it through media outlets.
- (2) Making the Plan available to the public through the City's website.

- (3) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- (4) At any time that the Plan is activated or the drought and emergency response stage changes, the City will notify local media of the issues, the drought and emergency response stage (if applicable), and the specific actions required of the public including all imposed mandatory requirements that have been implemented. The information will also be publicized on the City's website and through social media outlets. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

Sec. 21-59. Initiation and Termination of Drought and Emergency Response Stages

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

(a) Initiation of a Drought and Emergency Response Stage – The City Manager is authorized to initiate a drought and emergency response stage when one or more of the criteria applicable to that stage is triggered.

(b) Notification to Public – The following actions will be taken to notify the public when a drought and emergency response stage is initiated or raised.

- (1) The public will be notified of the implementation or amendment of a drought and emergency response stage in the manner set forth in Sec. 21-58 above;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail or facsimile transmission;
- (3) If any mandatory provisions of the Plan are activated, notification will be sent to the Executive Director of the TCEQ within five (5) business days.

(c) Drought and Emergency Response Stages Imposed by NTMWD – The City Manager may elect not to implement a drought and emergency response stage imposed by NTMWD depending on all relevant factors. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(d) Termination of a Drought and Emergency Response Stage – The drought and emergency response stage shall remain in effect until the City Manager determines that the conditions that triggered the drought and emergency response stage have been alleviated or no longer exist or lake levels established by NTMWD for termination are met.

(e) Notification of Public – The following actions will be taken to notify the public when a drought and emergency response stage is terminated or lowered:

- (1) The public will be notified of the termination or lowering of a drought and emergency response stage in the manner provided in Sec. 21-58 herein;
- (2) Wholesale customers, including The Colony, and the NTMWD will be notified by telephone with a follow-up letter, e-mail, or facsimile transmission;
- (3) If any mandatory provisions of the Plan are terminated, the Executive Director of the TCEQ will be notified within five (5) business days.

Sec. 21-59.1 Initiation and Termination Conditions for Stage 1

(a) The City Manager has initiated Stage 1, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- (2) Plano's water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.
- (3) Plano's water demand for all or part of the water delivery system equals delivery capacity because delivery capacity is inadequate.

- (4) Plano's supply source becomes contaminated.
- (5) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (6) Other criteria as determined by the City.

(b) Stage 1 may terminate when NTMWD terminates Stage 1 or when the City Manager determines circumstances that caused the initiation of Stage 1 no longer exist. Factors which could influence such a decision include, but are not limited to, the time of the year, the weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought and emergency stage. The reason for the decision should be documented.

Sec. 21-59.2 Goals for Use Reduction and Actions Available Under Stage 1

(a) The goal for water use reduction under Stage 1 is a five (5) percent reduction in the amount of water delivered to Plano by NTMWD from the previous corresponding annual payment period (October 1 through September 30) prior to institution of drought restrictions. If circumstances warrant, or if required by NTMWD, the City Manager can set a goal for greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under the Water Management Plan.
- (2) Notify wholesale customers, including The Colony, of actions being taken and encourage them to implement similar procedures.
- (3) Initiate engineering studies to evaluate alternatives should conditions worsen.
- (4) Accelerate public education efforts on ways to reduce water use.
- (5) Halt non-essential city government water use. Examples may include street cleaning, vehicle washing and operation of ornamental fountains.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following requirements are implemented, the City must notify the public as set forth in Sec. 21-58, and TCEQ and NTMWD within five (5) business days.

- (1) Landscape watering with sprinklers or irrigation systems is limited to no more than two (2) days per week between April 1 and October 31; and no more than one (1) day per week between November 1 and March 31. Designated days are determined by the even or odd numbered service address for the property. All Homeowners Associates must follow the even address schedule.

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered Addresses	Mondays and Thursdays	Thursdays
Odd numbered Addresses	Tuesdays and Fridays	Tuesdays

Exceptions are as follows:

- (i) Hand watering with a shutoff nozzle or soaker hose, or a dedicated zone using drip irrigation is allowed up to two (2) hours per day provided no runoff occurs.
- (ii) New construction landscaped areas may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
- (iii) Newly seeded, hydro seeded, hydro mulched, sprigged areas in open space, common areas, right-of-ways and turf renovation at athletic fields may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
- (iv) Locations using on-site well water or properly permitted creek withdrawals.

- (v) Government agencies watering athletic fields or any other public grounds that are heavily used by the public during evening or morning hours. Public irrigation systems must be programmed to meet overall water use reduction goals of the stage.
 - (vi) Maintenance, testing, and calibration of an irrigation system, provided there is a person on-site and visible while each zone of the system is running.
- (2) Watering between 6:00 p.m. and 10:00 a.m. from November 1 through March 31 is prohibited.

Sec. 21-59.3 Initiation and Termination Conditions for Stage 2

(a) The City Manager has initiated Stage 2, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- (2) Plano's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (3) Plano's water demand for all or part of the water delivery system exceeds delivery capacity because delivery capacity is inadequate.
- (4) Plano's supply source becomes contaminated.
- (5) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (6) Other criteria as determined by the City Manager.

(b) Stage 2 may terminate when NTMWD terminates Stage 2 or when the City Manager determines circumstances that caused the initiation of Stage 2 no longer prevail.

Sec. 21-59.4 Goals for Use Reduction and Actions Available Under Stage 2

(a) The goal for water use reduction under Stage 2 is a ten (10) percent reduction in the amount of water delivered to Plano from NTMWD from the previous corresponding annual payment period (October 1 through September 30)

prior to the institution of drought restrictions. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under the Water Management Plan and Stage 1.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following are implemented, the City must notify the public as set forth in Sec. 21-58, and TCEQ and NTMWD within five (5) business days.

- (1) Initiate water use restrictions as follows:
 - (i) Prohibit hosing of paved areas, buildings, or windows (pressure washing of impervious surfaces is allowed) except for outdoor public restrooms, pavilions and shelters, where public health, safety, and welfare may be compromised by unsanitary conditions if the facilities cannot be cleaned.
 - (ii) Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water. Ornamental fountains or other amenity impoundments supporting aquatic life may apply for a variance to operate during Stage 2.
 - (iii) Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
- (2) Landscape watering with sprinklers or irrigation systems is limited to no more than once per week between April 1 and October 31; and no more than once every other week between November 1 and March 31. Designated days are determined by the even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule.

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered addresses	Thursdays	Every other Thursday
Odd numbered addresses	Tuesdays	Every other Tuesday

Exceptions are as follows:

- (i) Hand watering with a shutoff nozzle or soaker hose, or a dedicated zone using drip irrigation is allowed up to two (2) hours per day provided no runoff occurs.
 - (ii) Public athletic fields may be watered as needed to maintain safe playing conditions.
 - (iii) Where feasible, irrigation systems on public property must comply with watering schedules and comply with the water reduction goals of the stage.
 - (iv) Maintenance, testing, and calibration of an irrigation system, provided there is a maintenance technician on-site and visible while each zone of the system is running.
 - (v) Locations using other sources of water supply for irrigation. Other sources of water supply may not include imported water.
- (3) Watering between 6:00 p.m. and 10:00 a.m. from November 1 through March 31 is prohibited.
 - (4) Golf courses are expected to meet the same reduction goals and measures as outlined in this stage. Greens and tee boxes maybe watered by hand as needed to keep turf alive.
 - (5) Hydro seeding, hydro mulching, and springing is prohibited.
 - (6) Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance may be requested to repair a leak or for health or safety issues.

- (7) Initiate a rate surcharge for all water use over a certain level, if necessary to meet goal reduction.
- (8) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-59.5 Initiation and Termination Conditions for Stage 3

(a) The City Manager has initiated Stage 3, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
- (2) Plano's water demand exceeds the amount that can be delivered to customers.
- (3) Plano's water demand for all or part of the water delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- (4) Plano's supply source becomes contaminated.
- (5) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (6) Plano is unable to recover water storage of one hundred (100) percent in all storage facilities within a twenty-four (24) hour period.
- (7) Plano's individual Plan may be implemented if other criteria dictate.

(b) Stage 3 may terminate when NTMWD terminates Stage 3 or when the City Manager determines circumstances that caused the initiation of Stage 3 no longer exist.

Sec. 21-59.6 Goals for Use Reduction and Actions Available Under Stage 3

(a) The goal for water use reduction under Stage 3 is a reduction of whatever amount is designated by NTMWD in the amount of water provided to Plano by NTMWD from the corresponding previous annual payment period prior to institution of drought restrictions. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below, as deemed necessary.

- (1) Continue or initiate any actions available under the Water Management Plan and Stages 1 and 2.
- (2) Notify wholesale customers, including The Colony, of actions being taken and require them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.
- (4) Water meter data for an account may be accessed to verify the property is following water restrictions and provide feedback on water consumption.

(c) The City Manager may also implement the following mandatory requirements on customers. If any actions are implemented, the City must notify the public as set forth in Sec. 21-58, and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit the irrigation of landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Foundations and trees may be watered for up to two (2) hours a day with a shutoff nozzle or a soaker hose, or a dedicated zone using drip irrigation. Drip irrigation systems are not exempt from this requirement. Water may not be trucked or otherwise transported into the City for irrigation purposes.
- (4) Prohibit the permitting of pools. Filling of pools will be evaluated based upon the reduction requirement. Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance should be submitted for pool repairs that require refilling.
- (5) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-60. Procedures for Granting Variances to the Plan

(a) The Public Works Director or his/her designee may grant temporary variances for water uses otherwise prohibited under this drought and emergency response plan.

(b) Variances shall be granted or denied at the discretion of the Public Works Director or his/her designee. All petitions for variances should be in writing (through letter or e-mail) and include the following information or placed online at plano.gov/water.

- (1) Name and address of the petitioners
- (2) Contact email address and/or telephone number
- (3) Purpose of water use
- (4) Specific provisions from which relief is requested
- (5) Detailed statement of the adverse effect of the provision from which relief is requested
- (6) Description of the relief requested
- (7) Period of time for which the variance is sought
- (8) Other pertinent information.

(c) Variances will be processed within five (5) business days once received.

(d) Variances are considered temporary and must be re-submitted for reconsideration should the Drought and Emergency Response Stage elevate from the stage in which the temporary variance was approved to any higher stage of response.

Sec. 21-60.1. Criminal Penalty

Any person, firm or corporation who violates any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. These criminal penalties may be imposed in addition to any Administrative or Civil Remedy listed herein. Each day a violation continues shall constitute a separate offense. The requirement of a culpable mental state is expressly waived for criminal prosecution purposes.

Sec. 21-60.2. Administrative Remedies for Violations

The following administrative remedies are available to the City in cases of noncompliance with the provisions of this ordinance. These administrative remedies may be assessed in addition to any criminal penalty assessed for a violation of this ordinance. Each day a violation continues shall constitute a separate violation for purposes of assessing administrative remedies. The requirement of a culpable mental state is expressly waived for administrative remedies.

In the event that any person violates the provisions of this ordinance, the Director of Public Works or his/her designee shall give notice to such person setting forth the evidence of noncompliance with the restrictions outlined in Stages 1, 2 and 3.

(a) In-Ground Irrigation Systems Violations

(1) Notification of Violation

- (i)** The City may shut off the person's double check valve to the irrigation system; and
- (ii)** Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising that the irrigation system has been turned off. The letter shall also advise the person of the assessment of administrative remedies and fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

(2) Remedy

- (i)** The administrative penalty is one hundred fifty dollars (\$150) per occurrence when paid at Customer and Utility Services. The administrative penalty increases by fifty dollars (\$50) for each additional violation received within a rolling 12 month period, except that in no event shall the penalty exceed five hundred dollars (\$500) for a violation.

- (ii) In lieu of the administrative penalty, the person recorded in the city's customer and utility billing records for the property can have a licensed irrigator install a properly functioning rain and freeze sensor. The person must provide a copy of the receipt that includes the purchase of the rain and freeze sensor, the installation of the device, and the licensed irrigator's name and Landscape Irrigator license number as issued by the TCEQ. This alternative remedy can only be applied once every three (3) years and is not eligible for a water conservation rebate from the City.

(b) Violations for Systems without Double-Check Valves or In-Ground Irrigation Systems.

(1) Violation Notification

- (i) Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising the person of the violation. The letter shall also advise the person of the assessment of administrative fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

(2) Remedy

- (i) The administrative penalty is one hundred fifty dollars (\$150.00) per occurrence when paid at Customer & Utility Services. The administrative penalty increases by fifty dollars (\$50) for each additional violation received within a rolling 12 month period, except that in no event shall the penalty exceed five hundred dollars (\$500) for a violation.

(c) Procedures for Paying Administrative Penalties or Requesting a Hearing on the Fees.

- (1) Personal appearance by the person listed on the city's Customer & Utility Services billing records is required to re-establish service to the irrigation system. Government issued photo identification must be provided by the person at time of payment or upon request for a hearing.

- (2) A person may request a hearing to protest the assessment of any administrative penalty. To request a hearing, the person must make the request in person to the City Public Works Department within fifteen (15) business days from the date on the written notice of violation.
- (3) The Public Works Operations Manager or his/her designee shall conduct the hearing. The Manager shall evaluate all information offered by the petitioner at the hearing. The person making the request for a hearing shall bear the burden of proof to show why, by a preponderance of the evidence, the administrative remedy should not be assessed. The Manager will provide a decision at the time of the hearing or within three (3) business days following the conclusion of the hearing.
- (4) Payment of any penalty assessed at the hearing must be made within seven (7) business days of the decision from the hearing. Any penalty not paid within this time limit shall be added to the person's next water billing cycle.
- (5) A person may appeal the decision from the hearing to the office of the Director of Public Works or his/her designee. The Director or his/her designee shall hear the appeal.
- (6) The request for an appeal must be filed in writing with the office of the Director of Public Works within three (3) business days of the date that notice of the denial was given by the Manager.
- (7) The Director or his/her designee shall render a decision at the time of the appeal or within three (3) business days from the conclusion of the appeal.
- (8) A person may elect to pay the administrative penalty without requesting a hearing. Any penalty not paid within fifteen (15) business days from the date on the written notice shall be added to the person's next water billing cycle.
- (9) Unpaid penalties related to the Drought and Emergency Response Plan can result in the termination of the domestic water services in accordance with City Code Chapter 21, Article IV, Service Charges Generally, Section 21-131 (d) and the established policies and procedures of the Customer and Utility Services Department.

(d) Administrative remedy for customers outside city. The Director of Public Works shall advise wholesale water customers outside the city limits receiving water service from the city of actions taken under the Plan by telephone and/or by letter. Noncompliance with any requirement in any stage may result in termination of service and removal of meter. Prior to such termination, the wholesale water customer shall be given notice of the city's intent to terminate service and shall have five (5) business days from the mailing of such notice to appeal the decision to the Director. Notice shall be sufficient if sent by certified mail to the last known address of the customer. If service is terminated, customer shall be liable for all costs of reinstallation. Termination of service to a wholesale water customer under this provision is subject also to the terms of any written contract between the city and the customer.

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

Section III. This Plan shall be submitted to the Region C Water Planning Group and to North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water plan.

Section IV. All provisions of the ordinances of the City, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed upon the effective date of this Ordinance, and all other provisions of the ordinances of the City, codified or uncoded, 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. 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 affecting any rights of the municipality under any section or provision of any ordinance at the time of passage this Ordinance.

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

DULY PASSED AND APPROVED this the 22nd day of April 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Abby Owens

CAPTION

Ordinance No. 2019-4-8: To amend Section 21-51, Waste water prohibited, and Section 21-52, Fugitive water flow prohibited, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to prohibit watering during the hours of 10:00 a.m. to 6:00 p.m. during the months of April through October; and prohibit watering that results in the formation of ice on streets, alleys or sidewalks, and providing a penalty clause; a repealer clause; a severability clause; a publication clause; a savings clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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.

SUMMARY OF ITEM

The Water Management Plan is adopted as a resolution. We are updating the Water Waste; Excess Flow Ordinance (Sec. 21-51 and 21-52 of Article II, Water, of Chapter 21, Utilities) to include enforcement for two provisions in the Water Management Plan. The updated ordinance will prohibit watering that results in

the formation of ice on streets, alleys or sidewalks and watering during the hours of 10 a.m. to 6 p.m. during the months of April through October.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Memorandum for Water Waste Ordinance	4/11/2019	Memo
Water Waste Ordinance	4/15/2019	Ordinance

Date: April 10, 2019

To: Bruce D. Glasscock, City Manager

From: Gerald P. Cosgrove, Public Works Director

Subject: Water Waste Ordinance

The City's Water Management Plan is used to guide long-term water conservation efforts in the city. This plan is adopted as a resolution and does not include enforcement. Specific items in the plan that require enforcement are adopted as ordinances.

It is recommended that the existing Water Waste Ordinance be updated to provide enforcement for two important water conservation actions outlined in the Water Management Plan. The updated ordinance prohibits watering that results in the formation of ice on streets, alleys or sidewalks because it creates hazardous conditions. The updated ordinance also prohibits watering during the hours of 10:00 a.m. to 6:00 p.m. during the months of April through October to reduce water loss due to evaporation. Many residents believe these are already restrictions because of the educational messaging that is provided year-round.

The draft ordinance was posted online for public comment from March 5 through April 5. No comments were received. The draft ordinance was presented to Council on March 19 and a public hearing was conducted. No comments were received.

An Ordinance of the City of Plano, Texas, amending Section 21-51, Waste water prohibited, and Section 21-52, Fugitive water flow prohibited, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to prohibit watering during the hours of 10:00 a.m. to 6:00 p.m. during the months of April through October; and prohibit watering that results in the formation of ice on streets, alleys or sidewalks, and providing a penalty clause; a repealer clause; a severability clause; a publication clause; a savings clause and an effective date.

WHEREAS, the Water Management Plan is adopted as a Resolution and therefore cannot be enforced, and

WHEREAS, watering that results in the formation of ice on streets, alleys or sidewalks can be hazardous, and

WHEREAS, watering during the hours of 10:00 a.m. to 6:00 p.m. during the months of April through October can lead to water waste,

WHEREAS, the City staff recommends that further amendments are necessary to the Water Waste; Excess Flow Ordinance to enhance water conservation efforts; 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 recommended change should be approved and adopted.

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

Section I. Section 21-51, Waste water prohibited and Section 21-52, Fugitive water flow prohibited, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read as follows:

“Sec. 21-51. – Waste water prohibited.

No person or municipal facility or operation shall waste, cause or permit to be wasted any water furnished by the municipal water supply system of the city. Watering during the hours of 10 a.m. to 6 p.m. during the months of April through October is prohibited.

Sec. 21.52. – Fugitive water flow prohibited.

No person or municipal or other government facility or operation shall cause or permit the flow of excess or fugitive water onto any adjacent property or public right-of-way, or the creation of ice onto any adjacent property or public right-of-way.”

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

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

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

Section 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 of any Ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Building Inspections

Department Head: Selso Mata

Agenda Coordinator: Lacey Thornton

CAPTION

Ordinance No. 2019-4-9: To amend the existing Building Inspections Department Fee Schedule to provide City Services and Programs; repealing all previous Fee Schedules and charges for services listed in the Building Inspections Department Fee Schedule and providing a repealer clause, a severability clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	742,832	0	742,832
BALANCE		0	742,832	0	742,832

FUND(S): GENERAL FUND

COMMENTS: Approval of this item will amend certain fees within the existing Building Inspections Fee Schedule. For those fees which are amended, it is estimated that the amended fees will generate approximately \$742,832 in additional annual revenue.

SUMMARY OF ITEM

Adjustment of permit fees are commensurate with other cities in the region. The revised fee schedule will be consistent and proportionate with the cost structure required for permit services.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Building Inspections Fee Schedule Ordinance	4/17/2019	Agreement

An Ordinance of the City of Plano, Texas, amending the existing Building Inspections Department Fee Schedule to provide City Services and Programs; repealing all previous Fee Schedules and charges for services listed in the Building Inspections Department Fee Schedule and providing a repealer clause, a severability clause, and an effective date.

WHEREAS, on February 22, 2010, by Resolution 2010-2-12 (R), the City Council of the City of Plano, Texas amended the current Building Inspection Department Fee Schedule; and

WHEREAS, the City Council recognizes the importance of providing effective and efficient administration of services and programs of the City of Plano which contribute to the health, safety, and general welfare of the citizenry; and

WHEREAS, the City Council recognizes that adjustments to fees are necessary to cover increased administrative costs for providing specific services and programs; and

WHEREAS, to provide for the continuance of needed City services and programs, the City Council is of the opinion that a revised Building Inspections Department Fee Schedule ("Fee Schedule") should be adopted and the City Council has been presented a proposed Fee Schedule, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Fee Schedule, the City Council is of the opinion that the Fee Schedule should be adopted and approved, that all previous fee schedules and charges for services listed in the Fee Schedule attached hereto should be repealed in all respects, and that a copy of the amended Fee Schedule should be on file with and made available to the public at the Building Inspections Department.

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

Section I. The Building Inspections Department Fee Schedule attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things adopted and approved, and previous fee schedules and charges for the services listed on the attachment are repealed in all respects.

Section II. The amended Fee Schedule shall be on file with and made available to the public at the Building Inspections Department.

Section III. All provisions of the Ordinance of the City of Plano in conflict with the provisions of previous Resolutions are hereby repealed, and all other provisions of

previous Resolutions of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. 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 V. The fees in this Ordinance shall become effective June 1, 2019.

DULY PASSED AND APPROVED this, the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT “A”
CITY OF PLANO – BUILDING INSPECTIONS DEPARTMENT
FEE SCHEDULE

(Fees as required shall be based on valuation utilizing Table 1)

Table 1

\$1 to \$500	\$24
\$501 to \$2000	\$24 for the first \$500.00 plus \$3.00 per each additional \$100.00 or fraction thereof, up to and including \$2,000.00
\$2,001 to \$25,000	\$130 for the first \$2,000.00 plus \$9.99 per each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00
\$25,001 to \$50,000	\$360 for the first \$25,000.00 plus \$8.13 per each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
\$50,001 to \$100,000	\$563 for the first \$50,000.00 plus \$4.54 per each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
\$100,001 to \$500,000	\$790 for the first \$100,000 plus \$3.43 per each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001 and over	\$.00525 per \$1,000.00 valuation

When calculating fees, be sure to round the multiplier to the nearest dollar. Be mindful that calculations are to a “fraction thereof”.

ACCESS CONTROL	Valuation of project fee per Table 1
ACCESSORY STRUCTURE (<400 sq.ft.)	75.00
ADDENDUM OR PLAN REDRAW (112 hr. minimum)	40.00/hr.
ANTENNA	75.00
AFTER HOURS INSPECTIONS/ SATURDAYS Inspections outside of normal business hours	120.00
APPEAL BOARDS	
Board of Adjustment	
Residential (Homestead) Build after 1987	150.00
Residential (Homestead) Encroachments on homes built prior to May 1987	75.00
Other Residential	265.00
Commercial Signs	265.00
Building Standards Commission	
Residential	50.00
Commercial	265.00
AWNING	75.00
BACKYARD COTTAGE	Valuation of project fee per Table 1
BANNER PERMIT	100.00
CARPORT (SEE ACCESSORY STRUCTURE)	
CERTIFICATE OF OCCUPANCY (Fee assessed only in cases of Reoccupancy without construction)	100.00
Clean and Show House-Lights	75.00
Multi-Family Complex	75.00 per building
COMMERCIAL PROJECT (New, Addition, Alteration or Interior Finish) Separate permit fees for fire, mechanical, electrical, plumbing and water meters are required.	
Foundation Only Permit (all permit fees must be paid prior to issuing foundation only permit)	An additional 25% of building permit fee maximum \$2500.00

Building Permit		Valuation of project fee per Table 1
COOLING TOWERS		Valuation of project fee per Table 1
DEMOLITION PERMIT		100.00
DUMPSTER ENCLOSURE		100.00
ELECTRICAL PERMIT (COMMERCIAL) (Calculated by Square footage)		
New Installations and Full Remodel/Alterations:		
<i>Square footage of Building Floor Area</i>		
0-3000 sq. ft.		70.00
3001-10,000 sq. ft.		90.00
10,001-100,000 sq. ft.		110.00
Over 100,000 sq. ft.		130.00
EXPRESS PERMITS		100.00 per \$1000.00 Valuation (building Permit only) 100.00 Minimum
FENCE/RETAINING WALL		75.00
Residential Permit Fee	65.00	
Day Laborer Fee	10.00	
Commercial Permit Fee	110.00	120.00
Day Laborer Fee	10.00	
FLAGPOLE		75.00
FOUNDATION PERMIT		100.00
FOUNTAIN		100.00
IN-HOME DAYCARE (ANNUAL FEE)		60.00
LAWN IRRIGATION SYSTEMS (per back flow device)		
Residential Permit Fee	165.00	175.00
Day Laborer Fee	10.00	

Commercial Permit Fee	250.00	260.00
Day Laborer Fee	10.00	

MECHANICAL AND/OR PLUMBING PERMIT (COMMERCIAL)

0-3000 sq. ft.	70.00
3001-10,000 sq. ft.	90.00
10,001-100,000 sq.ft.	110.00
Over 100,000 sq. ft.	130.00

MOBILE HOME HOOKUPS

Plumbing (Gas Hookups)	50.00
Electrical hookups	50.00

MOVING PERMITS

Any building in transit through the City of Plano	50.00
---	-------

Any building originating or terminating within the City limits of Plano. In addition, electrical, mechanical, plumbing and building permits will be required for structures terminating within the City.	100.00
--	--------

Note: Applicants shall deposit a bond in the sum of \$10,000 before a permit is issued and a valid certificate of insurance in force in the amount of \$100,000 per person for bodily injuries including death and not less than \$300,000 for bodily injuries including death to all persons on account of one accident; and \$100,000 per accident for property damage.

OUTDOOR FIREPLACE	50.00
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PHOTOVOLTAIC (Residential)	150.00
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PLAN REVIEW DEPOSIT (Fee is applied to the total permit fee and is non-refundable)	65% of building permit fee
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PLUMBING CERTIFICATE (Service Inspection)	50.00
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PLUMBING PERMIT (See Mechanical Permit Fee)	
--	--

PROMOTIONAL PERMIT	60.00
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REGISTRATION OF CONTRACTORS (ANNUAL REGISTRATION FEE)

General Contractor	100.00
➤ Irrigation Contractor	100.00
➤ Mechanical Contractor	100.00
➤ Electrical Contractor (every 2 years 200.00) *	100.00

Master Electrician (every 2 years 50.00) *	25.00
Journeyman Electrician (every 2 years 20.00) *	10.00
Residential Specialist (every 2 years 20.00) *	10.00
Sign Master (every 2 years 20.00) *	10.00
Sign Journeyman (every 2 years 200.00) *	10.00
Sign Contractor (every 2 years 200.00)	100.00
Solid Waste Disposal Contractor	20.00
(for each additional identification tag)	10.00
Annual Renewal Fee	10.00
(per vehicle identification tag)	
*2 year registration for local license only	
➤ Registration may be prorated based on state license renewal	

REINSPECTION FEES:

(Must be paid before scheduling any final inspections)

First Re-inspection Fee	50.00
Second Re-inspection Fee	75.00
Third Re-inspection Fee	100.00
Additional Re-inspection Fee	125.00
After Hours and Saturday Inspections	120.00
Same Day Inspection (Per Trade)	75.00

REPRINT OR LOST PERMIT

20.00

RE-ROOF (Multi-family-one permit per building)

75.00

RESIDENTIAL (Addition, alteration, cottage)

Minimum fee	40.00
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Addition	Valuation of project fee per Table 1
-----------------	---

plus (+)

Alterations to existing structure

Building Permit (if applicable)	Valuation of project fee per Table 1
---------------------------------	---

plus (+)

Alterations valued at \$10,000 or greater add Plan Review	45.00
--	-------

plus (+)

Electrical Permit (if applicable)	
Per square foot	.01
Minimum Fee	45.00

	plus (+)	
Plumbing Permit (if applicable)		
Per square foot		.01
Minimum Fee		45.00
	plus (+)	
Mechanical Permit (if applicable)		
Per square foot		.01
Minimum Fee		45.00
NEW SINGLE FAMILY RESIDENCE		
Cost per square foot (under roof)		.48
	plus (+)	
Plan Review Fee		80.00
Plumbing Certificate		50.00
Duplex		
Cost per square foot		.48
	plus (+)	
Plan Review		90.00
Plumbing Certificate		100.00
SATELLITE DISH		75.00
SERVICE PLUMBING CERTIFICATE		75.00
SIDEWALK OR APPROACH IN RIGHT OF WAY		
(New or replacement)		75.00
SIGNS		
Non-illuminated Sign		150.00
Illuminated Sign (includes electrical fee)		200.00
SIMPLE TRADE PERMITS (MEP)		
Residential		65.00
Commercial w/o plans		100.00
Commercial w/ plans		125.00
SPAS (IN GROUND)		150.00
Permit Fee	140.00	
Day Laborer Fee	10.00	
SPAS (PORTABLE)		50.00

SWIMMING POOL (IN GROUND)	300.00
Permit Fee	290.00
Day Laborer Fee	10.00
SWIMMING POOL (ABOVE GROUND)	55.00
Permit Fee	45.00
Day Laborer Fee	10.00
SWIMMING POOL/SPA COMBINATION	\$300.00
Permit Fee	290.00
Day Laborer Fee	10.00
TEMPORARY SALES/SEASONAL	40.00
TEMPORARY C.O.	100.00
	Plus additional 100.00 for each trade
TENT	100.00
TRAILER PERMIT	100.00
Residential, Commercial, Construction, Sales, Leasing Trailer, without MEP	
WATER ESTIMATE FEE (IF APPLICABLE)	40.00
WATER WELLS	200.00
XEROGRAPHIC COPIES	
Standard up to 8 ½ x 14(per copy/per side) *	.10
Paper Copy 11 x 17 (per copy) *	.25
* No charge if less an \$1.00 fee	



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2019-4-10: To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish a no stopping, standing, or parking zone on a certain section of Lakebrook Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19	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: This item may impact revenue collected from parking fines due to the implementation of no parking zones outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	4/8/2019	Memo
Location Map	4/2/2019	Map
Ordinance	4/17/2019	Ordinance

Date: April 22, 2019

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Brian Shewski, P.E., PTOE, Transportation Engineering Manager

Subject: Lakebrook Drive Parking Restrictions

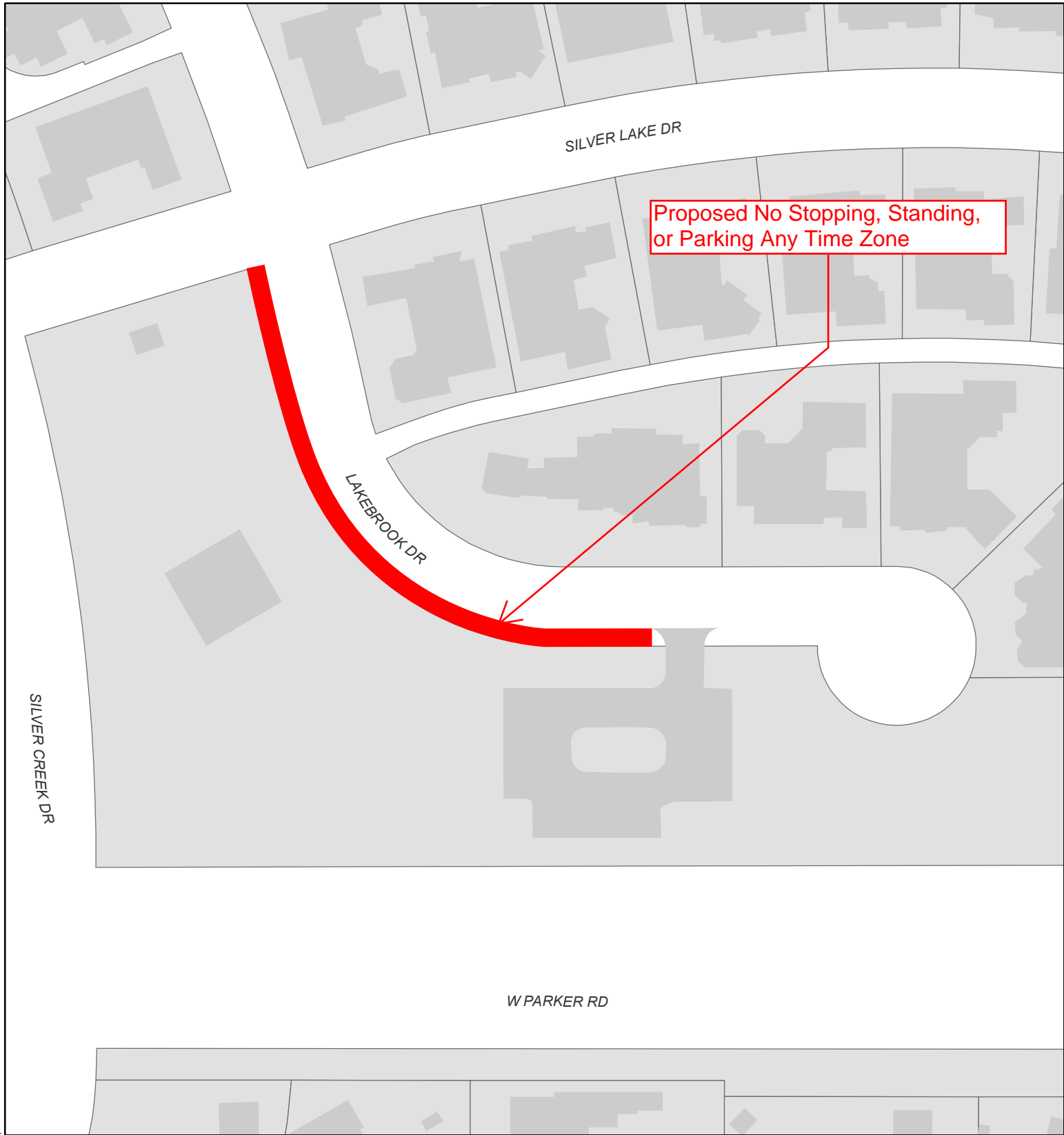
The manager of the Lakeside on Preston Master Association reached out to Transportation Engineering to request consideration for parking restrictions along the south side of Lakebrook Drive in front of their community amenity center.

Lakebrook Drive is a 26-foot wide local street located within the community fronting the amenity center on the south and residences on the north. There is a parking lot next to the amenity center; however, residents and guests park their vehicles on the street creating congestion in the area. The manager requested to prohibit on-street parking near the community amenity center as follows:

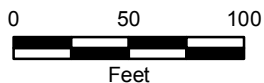
- *Along the south side of Lakebrook Drive from its intersection with Silver Lake Drive and a point 380 feet southeast of its intersection with Silver Lake Drive*
- *No Stopping, Standing, or Parking*
- *Any Time*

Transportation Engineering staff has reviewed the location on two separate dates in April and confirmed that amenity center users park their vehicles on the street near the facility while the designated parking lot has plenty of vacant spaces. With the weather improving and schools let out for summer, staff anticipates there will be more residents and guests using the facility resulting in an increase in vehicular traffic as well as foot traffic. The proposed parking restrictions will facilitate an unobstructed flow of traffic and provide for adequate lines of sight for motorists and pedestrians in the area near the amenity center.

Transportation Engineering Division supports the proposed parking restrictions and recommend approval of the ordinance.



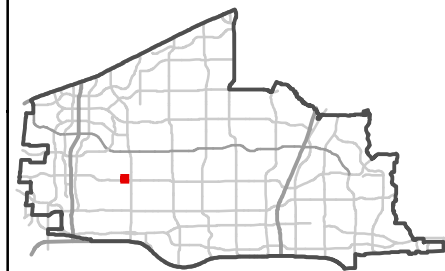
sachiko L:\Worduser\SERVICE REQUEST\2018\Lakebrook Dr\Map for Council - Lakebrook Dr.mxd



City of Plano GIS Division
March, 2019

Proposed Parking Restrictions Lakebrook Drive

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish a no stopping, standing, or parking zone on a certain section of Lakebrook Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Lakebrook Drive is a 26-foot wide residential street located in the Lakeside on Preston neighborhood; and

WHEREAS, the community amenity center including a pool, tennis court, basketball court, club house, and other facilities are located on the southwest corner of the Silver Lake Drive and Lakebrook Drive intersection; and

WHEREAS, off-street parking is provided next to the amenity center; however, the residents and guests park their vehicles on both sides of the street impeding traffic flow; and

WHEREAS, the HOA requested to prohibit on-street parking along the south side of Lakebrook Drive adjacent to the amenity center to improve safety and flow of traffic in the area; and

WHEREAS, the Transportation Engineering Division of the City of Plano supports the request and proposes to amend certain sections of the Code of Ordinances to establish a no parking, stopping, or standing zone along and upon the south side of Lakebrook Drive from its intersection with Silver Lake Drive to a point 380 feet southeast of its intersection with Silver Lake Drive, within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along a certain section of Lakebrook Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances, City of Plano, Texas, is hereby amended by the addition of the following subsection:

“Lakebrook Drive, along and upon the south side of Lakebrook Drive from its intersection with Silver Lake Drive to a point 380 feet southeast of its intersection with Silver Lake Drive.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

Section IV. All provisions of the ordinances of the City of Plano, codified or uncoded, 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 uncoded, 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 violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by 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 an Ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2019-4-11: To abandon all right, title and interest of the City, in and to a portion of that 15 foot Water Line Easement, located in the City of Plano, Collin County, Texas, a part of the Hugh N. Thompson Survey, Abstract Number 896, and being a part of Block A, Lot 2, Legacy Town Center North No. 2, an addition to the City of Plano as recorded in Volume 2007, Page 211, Official Plat Records of Collin County, Texas, and being a part of that called 5.2044 acre tract of land described in deed to Red Spur, LLC as recorded in Document Number 20171115001521950, Official Public Records of Collin County, Texas, and also being a part of that 15 foot wide water line easement to the City of Plano as recorded in Volume 4167, Page 380, Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Red Spur LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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 financial impact.

SUMMARY OF ITEM

The owner is requesting the abandonment of the easement because the water line was taken out of service in 2001 and replaced by a newer line in a different location. The easement is no longer needed.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

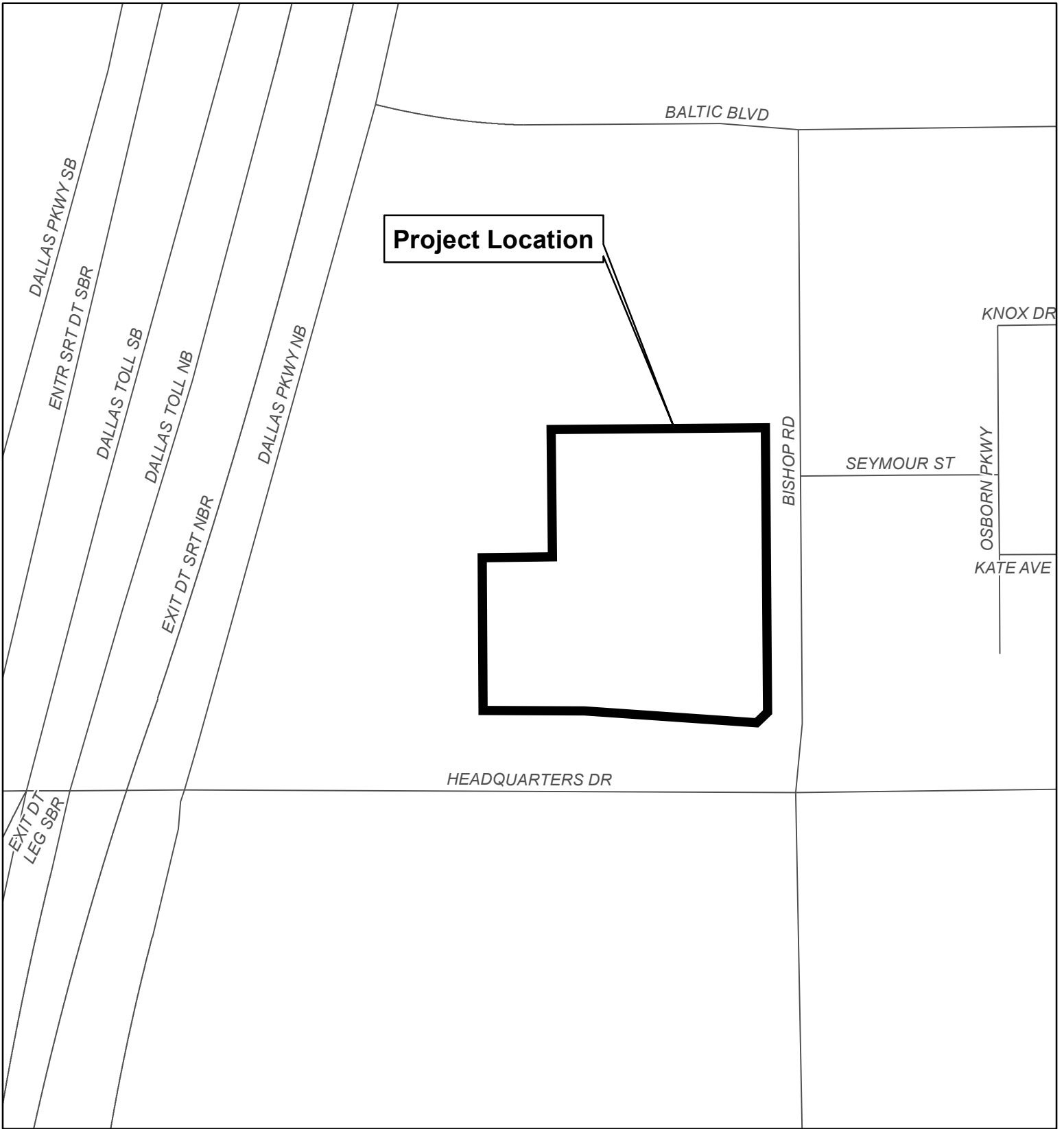
Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Map	4/8/2019	Map
Ordinance	4/17/2019	Ordinance

Project Location



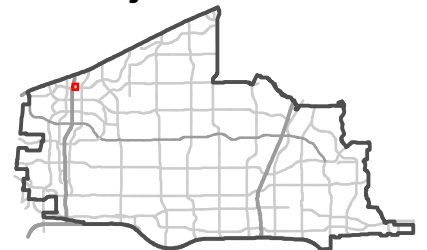
City of Plano, BI/GIS
April 2019

Legacy Town Center North No. 2 Block A, Lot 2R

Project No. 6096-6

Page 272

Project Location



An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that 15 foot Water Line Easement, located in the City of Plano, Collin County, Texas, a part of the Hugh N. Thompson Survey, Abstract Number 896, and being a part of Block A, Lot 2, Legacy Town Center North No. 2, an addition to the City of Plano as recorded in Volume 2007, Page 211, Official Plat Records of Collin County, Texas, and being a part of that called 5.2044 acre tract of land described in deed to Red Spur, LLC as recorded in Document Number 20171115001521950, Official Public Records of Collin County, Texas, and also being a part of that 15 foot wide water line easement to the City of Plano as recorded in Volume 4167, Page 380, Official Public Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Red Spur LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to portion of that 15 foot Water Line Easement, located in the City of Plano, Collin County, Texas, a part of the Hugh N. Thompson Survey, Abstract Number 896, and being a part of Block A, Lot 2, Legacy Town Center North No. 2, an addition to the City of Plano as recorded in Volume 2007, Page 211, Official Plat Records of Collin County, Texas, and being a part of that called 5.2044 acre tract of land described in deed to Red Spur, LLC as recorded in Document Number 20171115001521950, Official Public Records of Collin County, Texas, and also being a part of that 15 foot wide water line easement to the City of Plano as recorded in Volume 4167, Page 380, Official Public Records of Collin County, Texas; (hereinafter called "Easement") which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

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

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

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

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

of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

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

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

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

DULY PASSED AND APPROVED this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting 20' Water Easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement. *Existing Easement*

1. The Owners are requesting the abandonment of the Easement for the following reasons:
Water line was abandoned

2. The following public interest will be served as a result of the abandonment:
" Develop and plat the property

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

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.

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

[Remainder of page blank]

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

Red Spur, LLC
Typed Name of Owner

2500 Dallas Pkwy #555
Address

Piano, TX 75093
City, State and Zip

Dated: 3-25-19

[Signature]
Signature of Owner Kandy Heady - Manager

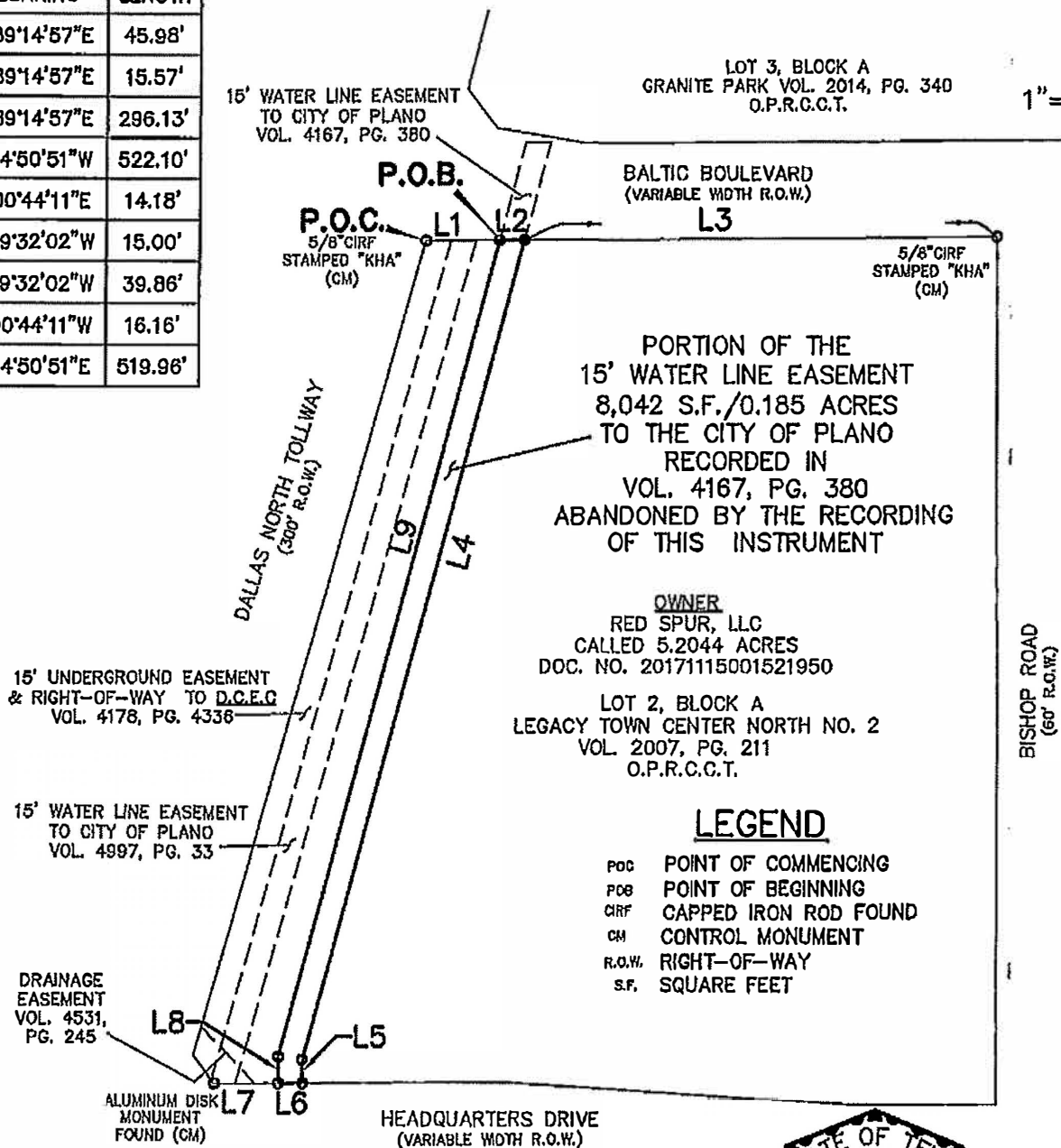
Contact Person for Property Owners:

Name: Connie Mitchell

Phone No: 972-661-1606

Exhibit "A-1"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°14'57"E	45.98'
L2	N89°14'57"E	15.57'
L3	N89°14'57"E	296.13'
L4	S14°50'51"W	522.10'
L5	S00°44'11"E	14.18'
L6	S89°32'02"W	15.00'
L7	S89°32'02"W	39.86'
L8	N00°44'11"W	16.16'
L9	N14°50'51"E	519.96'



The basis of bearing is derived from GPS observations using the City of Plano geodetic monuments. (Coordinate System: North Central Zone 4202 State Plane Coordinates, NAD83)

Mark W. Harp
 MARK W. HARP
 R.P.L.S. NO. 6425
 AUGUST 15, 2018



SCALE: 1"=100'	DATE 08-15-2018	DRAWN MWH	PROJECT HEAD09 ESMT ABAND1.DWG	16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001 TBPE No. F-438 TBPLS No. 10076000	JB PARTNERS
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Exhibit "A-1"

LEGAL DESCRIPTION

Being a parcel of land located in the City of Plano, Collin County, Texas, a part of the Hugh N. Thompson Survey, Abstract Number 896, and being a part of Block A, Lot 2, Legacy Town Center North No. 2, an addition to the City of Plano as recorded in Volume 2007, Page 211, Official Plat Records of Collin County, Texas, and being a part of that called 5.2044 acre tract of land described in deed to Red Spur, LLC as recorded in Document Number 20171115001521950, Official Public Records of Collin County, Texas, and also being a part of that 15 foot wide water line easement to the City of Plano as recorded in Volume 4167, Page 380, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a five-eighths inch Iron rod with cap stamped "KHA" found at the northwest corner of said Lot 2, said point also being at the intersection of the east right-of-way line of the Dallas North Tollway (a 300 foot wide right-of-way) with the south right-of-way line of Baltic Boulevard (a variable width right-of-way);

THENCE North 89 degrees 14 minutes 57 seconds East, 45.98 feet along the south right-of-way line of Baltic Boulevard and along the north line of said Lot 2 to a point for corner in the west line of said 15 foot wide water line easement, said point also being the POINT OF BEGINNING of this easement abandonment;

THENCE North 89 degrees 14 minutes 57 seconds East, 15.57 feet along the south right-of-way line of Baltic Boulevard and along the north line of said Lot 2 to a point for corner in the east line of said 15 foot wide water line easement, from which said point bears North 89 degrees 14 minutes 57 seconds East, 296.13 feet to a five-eighths inch Iron rod with cap stamped "KHA" found at the northeast of said Lot 2;

THENCE along the east line of said 15 foot wide water line easement as follows:

South 14 degrees 50 minutes 51 seconds West, 522.10 feet to a point for corner;

South 00 degrees 44 minutes 11 seconds East, 14.18 feet to a point for corner, said point being the southeast corner of said 15 foot wide water line easement, said point being in the south line of said Lot 2, said point also being in the north right-of-way line of Headquarters Drive (a variable width right-of-way);

THENCE South 89 degrees 32 minutes 02 seconds West, 15.00 feet along the south line of said Lot 2 and along the north line of Headquarters Drive to a point at the southwest corner of said 15 foot wide water line easement, from which said point bears South 89 degrees 32 minutes 02 seconds West, 39.86 feet an aluminum disk found for corner in the south line of said Lot 2;

THENCE along the west line of said 15 foot wide water line easement as follows:

North 00 degrees 44 minutes 11 seconds West, 16.16 feet to a point for corner;

North 14 degrees 50 minutes 51 seconds East, 519.96 feet to the POINT OF BEGINNING and containing 8,042 square feet or 0.185 acres of land.

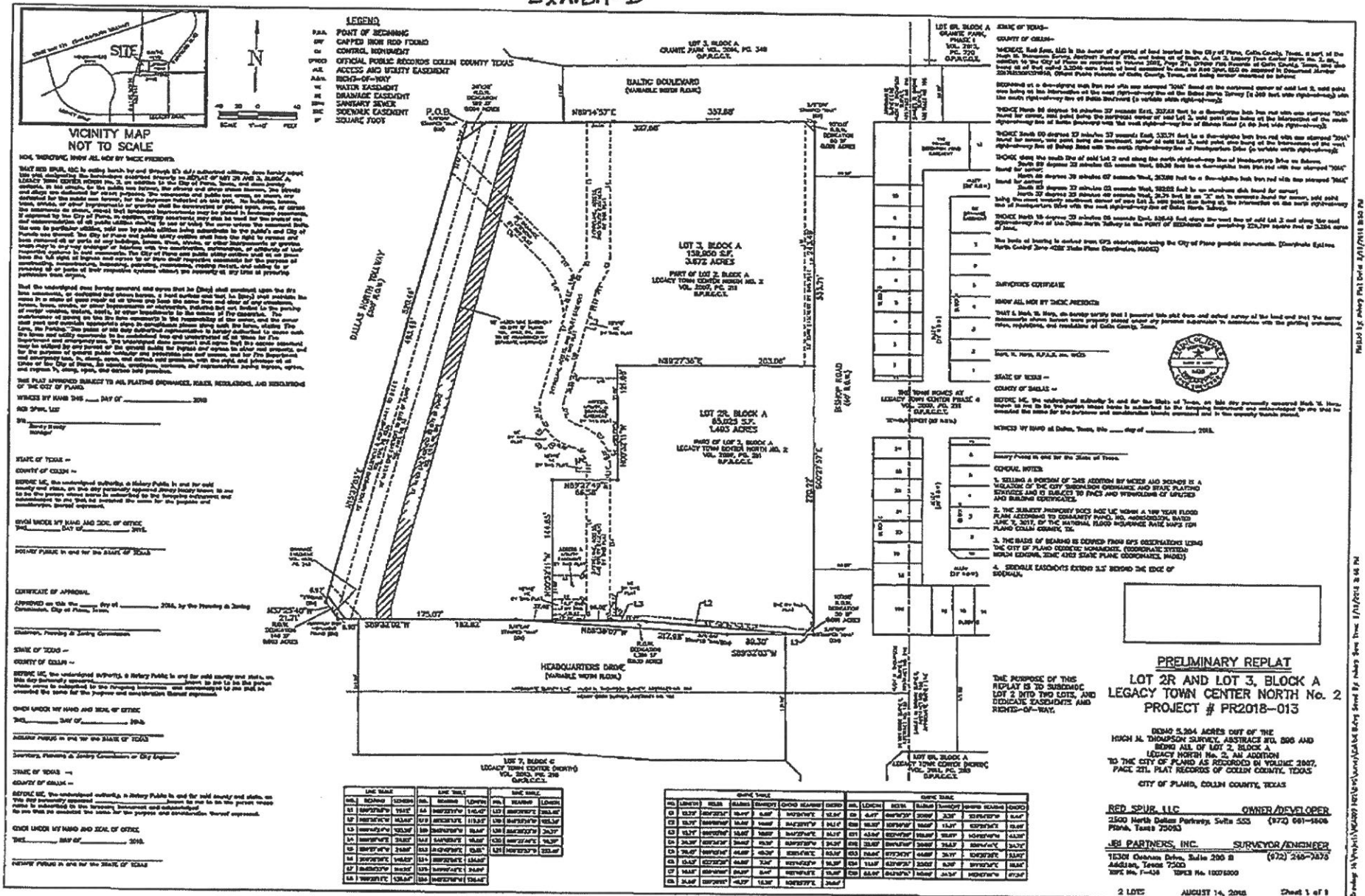
The basis of bearing is derived from GPS observations using the City of Plano geodetic monuments. (Coordinate System: North Central Zone 4202 State Plane Coordinates, NAD83)

Mark W. Harp
MARK W. HARP
R.P.L.S. NO. 6425
AUGUST 15, 2018



DATE 08-15-2018	DRAWN MWH	PROJECT HEA009 ESMT ABAND1.DWG	16301 QUORUM DRIVE, SUITE 200B ADDISON, TEXAS 75001 TBPE No. F-438 TBPLS No. 10076000	JBI PARTNERS
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"Exhibit B"





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Building Inspections

Department Head: Selso Mata

Agenda Coordinator: Lacey Thornton

CAPTION

Public Hearing and consideration of a request to waive the fifty (50) foot maximum height requirement for the construction of a flagpole, as required by Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501(a), to allow a flagpole to exceed the fifty (50) foot height requirement by 30 feet for an overall height of 80 feet to be located at 4641 Hedgcoxe Road, Plano, Texas. Applicant: Service First
Conducted and approved with flagpole use restriction

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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.

SUMMARY OF ITEM

A request to vary from Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501 (a), to allow a flag pole to exceed the 50 foot height requirement by 30 feet for an overall of 80 feet in height. This request is by Service First represented by Pam Selman.

Section 6-501(a) provides that flagpoles are to be limited to a maximum height of fifty (50) feet, except that

the height requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

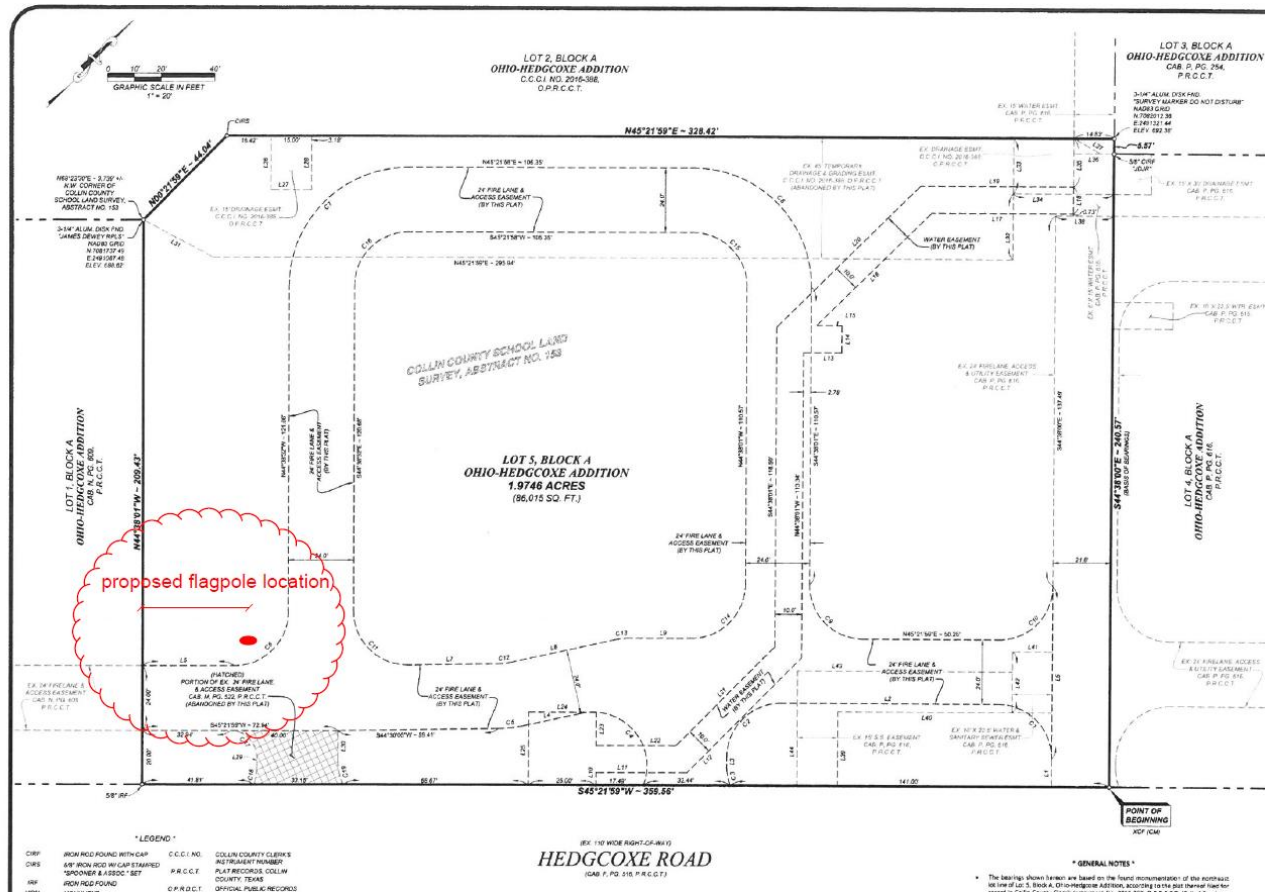
ATTACHMENTS:

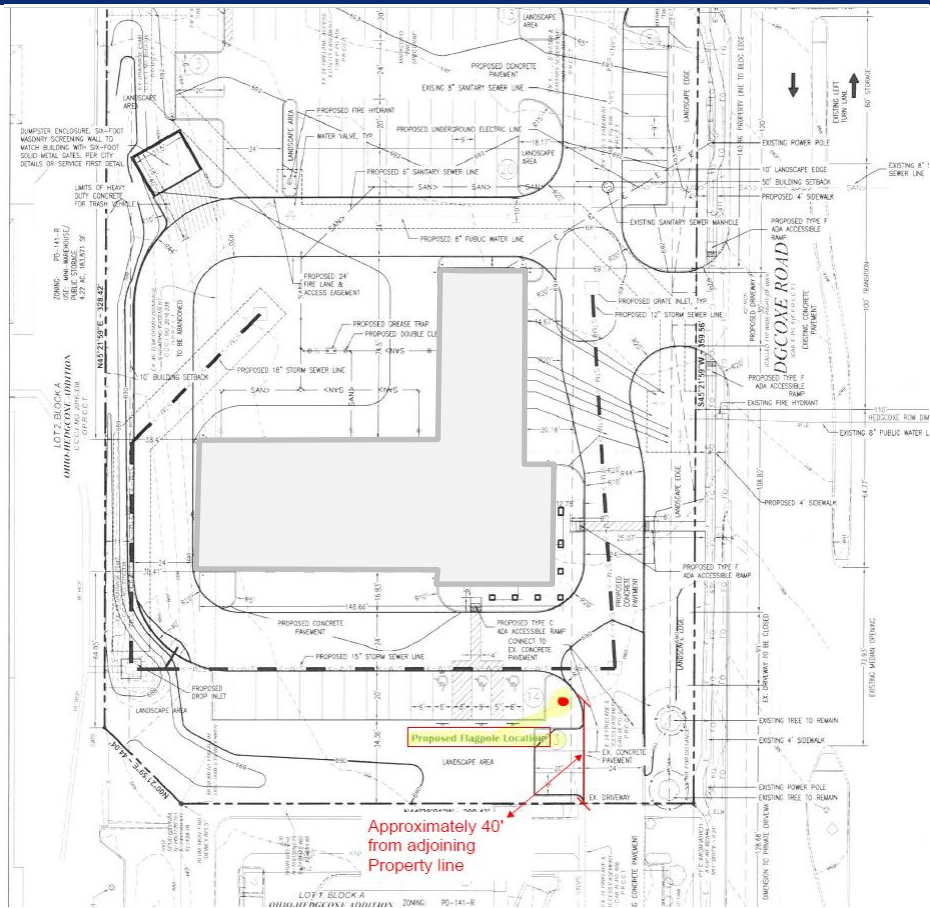
Description	Upload Date	Type
Flag Pole Presentation	4/11/2019	Agreement

Flagpole Request

4641 Hedgcoxe

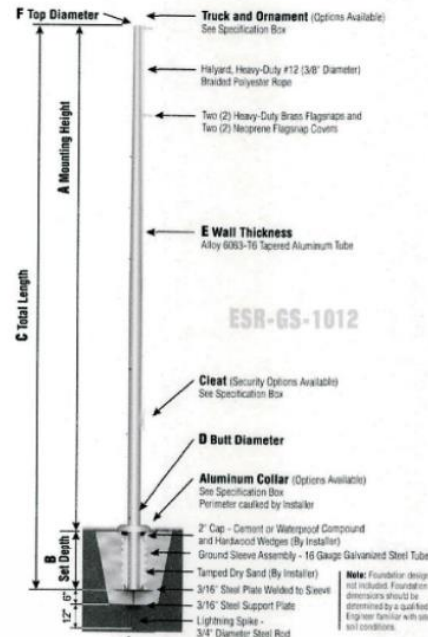






Flagpole – 80 feet

Continental Series ESR - External Single Revolving Rope Halyard Ground Set Installation



ESR80H23 - SAT



TRK-9420
HD Truck - Single
Rev.
Sealed Bearings



BAL-1258-GLD
HD Gold Anodized
Aluminum Ball



CCA-9020 | 12.5"
Cleat Cover -
Cylinder Lock



COL-1-A12S
FC-11 Spun Alum
1-Piece



SAT
Satin Finish

Specifications

A. Mounting Height: 80'
B. Set Depth: 8'-0"
C. Total Length: 88'-0"
D. Butt Diameter: 12"
E. Wall Thickness: .375"
F. Top Diameter: 4"
Flagpole Sections: 3
Shaft Weight: 1130 lbs.
Hardware Weight: 30 lbs.
Ground Sleeve Weight: 119 lbs.

Customer Name: Service First Automotive	Qty: 1
Dealer: Flag Systems	
Project:	Location: 4641 Hedgcoxe Rd Plano TX 75024

Notes:





**SERVICE FIRST AUTOMOTIVE
PLANO, TEXAS
4641 HEDGE COXE ROAD
PLANO, TX, 75024**

Questions



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2019-4-12 as requested in Zoning Case 2019-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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: Remington Summit, LLC **Conducted and adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-002 Follow-Up	4/17/2019	Memo
ZC 2019-002 Write-Up	4/16/2019	Staff Report
ZC 2019-002 Locator	4/16/2019	Map
ZC 2019-002 Aerial	4/16/2019	Map
Associated Site Plan	4/17/2019	Exhibit
ZC 2019-002 Ordinance with Exhibits	4/17/2019	Ordinance

DATE: April 16, 2019

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission



SUBJECT: Results of Planning & Zoning Commission Meeting of April 15, 2019

**AGENDA ITEM NO. 2A - PUBLIC HEARING
ZONING CASE 2019-002
APPLICANT: REMINGTON SUMMIT**

Request for Specific Use Permit for Neighborhood Theater and Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre located 188 feet south of Summit Avenue and 208 feet east of N Avenue. Zoned Light Industrial-1. Project #ZC2019-002.

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

Speaker Card(s) Received Support: 3 Oppose: 0 Neutral: 0

Letters Received Within 200' Notice Area: Support: 0 Oppose: 2 Neutral: 0

Petition Signatures Received: Support: 0 Oppose: 0 Neutral: 0

Other Responses: Support: 40 Oppose: 0 Neutral: 0

STIPULATIONS:

Recommended for approval as follows:

1. Neighborhood Theater Use: Limited to weekday evening and full weekend operations only with a maximum seating capacity of 50. This restriction may be amended by the Planning & Zoning Commission with approval of a revised site plan.
2. Dance, Gymnastics and/or Martial Arts Studio Use: Approval as submitted.

FOR CITY COUNCIL MEETING OF: April 22, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RK/amc

xc: Claudio Silvestri, Remington Summit
Jamey Jamison, The Art & Drama Centre Theatre
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/qsmdbCUCBe62>

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 15, 2019

Agenda Item No. 2A

Public Hearing: Zoning Case 2019-002

Applicant: Remington Summit, LLC

DESCRIPTION:

Request for Specific Use Permit for Neighborhood Theater and Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre located 188 feet south of Summit Avenue and 208 feet east of N Avenue. Zoned Light Industrial-1. Project #ZC2019-002.

REMARKS:

The subject property is a 6,100 square foot lease space located within an existing multi-tenant building. The applicant is requesting a Specific Use Permit (SUP) for two uses. The first use is a neighborhood theater and the second is a dance, gymnastics, and/or martial arts studio. The Zoning Ordinance defines a neighborhood theater as a building or part of a building devoted to the showing of motion pictures or for dramatic, musical, or live performances with a maximum of 10 screens or stages and a combined seating capacity of 2,500 or less. The ordinance defines a dance, gymnastics, and/or martial arts studio as a building or portion of a building used as a place of work for a gymnast, dancer and/or martial artist or for instructional classes in gymnastics, dance and/or martial arts.

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. Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

“The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and

safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

The current zoning is Light Industrial-1 (LI-1). The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

Currently, the building has a mix of commercial uses, including warehouse/distribution centers and health/fitness centers. The health/fitness centers include a personal training gym, a swimming instruction and therapy center, and a volleyball team gym providing court space and lessons for children and teenagers.

A revised site plan, S.O.H. Addition, Block A, Lot 1R, accompanies this request as Agenda Item 2B.

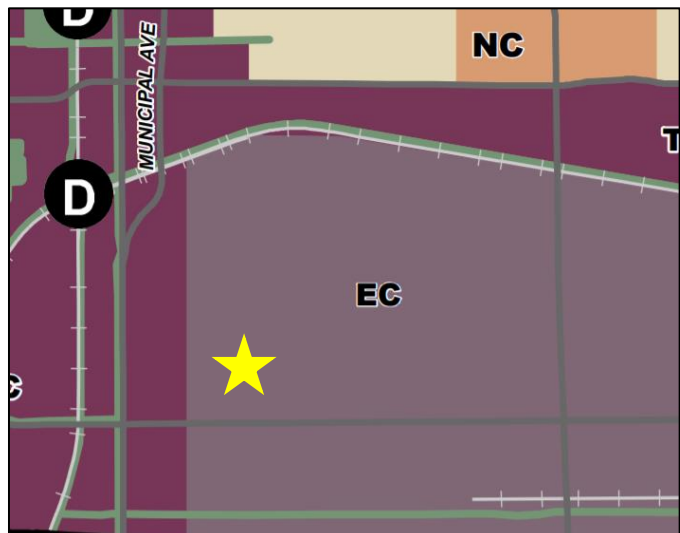
Surrounding Land Use and Zoning

North	To the north, across Summit Avenue, are warehouse/distribution center, moderate-intensity manufacturing, and minor vehicle repair uses zoned LI-1.
West	To the west, across N Avenue, are warehouse/distribution center and retail uses zoned LI-1.
East	To the east are warehouse/distribution center and business service uses zoned LI-1.
South	To the south are warehouse/distribution center and retail uses zoned LI-1.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Employment Center (EC).

The Employment Center future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential



development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

The EC designation recommends uses associated with business centers. The request is for a small lease space which would allow for service uses which would increase the mix of nonresidential uses within the building and surrounding area. The request is consistent with the EC designation.

Arts and Culture Policy - *Plano will promote the advancement of arts and cultural amenities with private and nonprofit partners to enhance quality of life and enrich community culture.*

The applicant is a nonprofit theater that is proposing to hold performances and to provide instruction in the arts. This request is intended to provide a new venue which will promote the advancement of the arts and thereby enrich community culture. This request is in conformance with this policy.

Requested Uses

The Zoning Ordinance currently allows neighborhood theaters by right in most nonresidential zoning districts, but requires an SUP in the Regional Employment (RE), LI-1, and Light Industrial-2 (LI-2) districts. Dance, gymnastics and/or martial arts studios are also allowed by right in most nonresidential districts, but require an SUP in the Commercial Employment (CE) and LI-1 districts. The purpose for the SUP requirement is to allow the city to consider the impacts of these uses within business-focused zoning districts.

The existing building was constructed to accommodate warehouse uses with limited parking needs, and includes areas for associated offices and loading operations. Due to available onsite parking, the applicant is proposing only 50 seats and a single stage for the theater. To accompany the theater, the applicant is proposing space for studios and small classrooms for instruction in drama, dance, and voice for children and adults.

The request is proposed within a 6,100 square foot lease space. This lease space is approximately 10% of the total building square footage. Additionally, the applicant is requesting a shared parking allowance for the theater and restricting its hours of operation to evenings and weekends. The studio space will not require shared parking, and will operate during normal business hours, as well as evenings and weekends. Due to the limited size of the lease space, and the off-peak operations of the theater, staff believes the request is appropriate as a minor addition to the subject property.

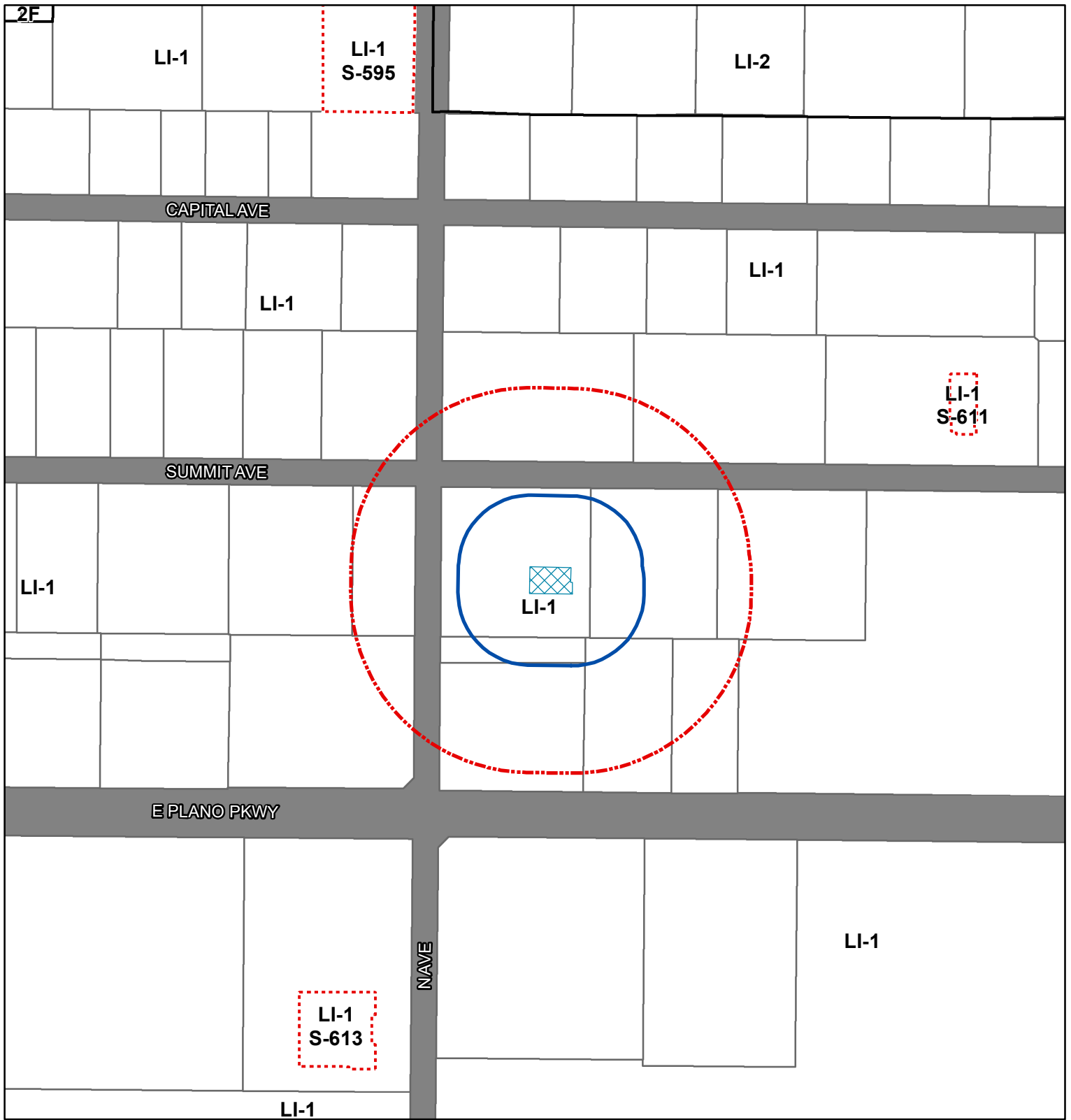
SUMMARY:

The applicant is requesting a Specific Use Permit to allow a neighborhood theater and gymnastics, dance and/or martial arts studio. The theater and studio will be a minor addition to the current use mix, and will complement the existing businesses onsite and within the surrounding area. The request is in conformance with the recommendations and policies of the Comprehensive Plan. For these reasons, staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows:

1. Neighborhood Theater Use: Limited to weekday evening and full weekend operations only with a maximum seating capacity of 50. This restriction may be amended by the Planning & Zoning Commission with approval of a revised site plan.
2. Dance, Gymnastics and/or Martial Arts Studio Use: Approval as submitted.

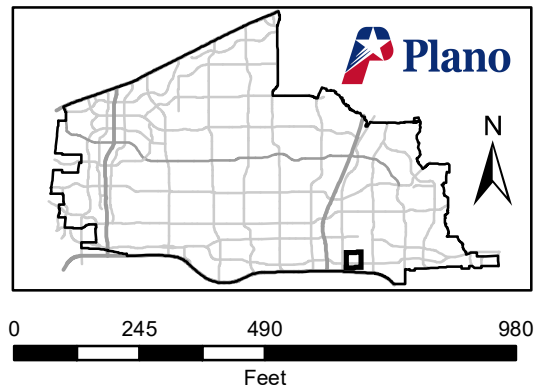


Zoning Case: 2019-002

Existing Zoning: Light Industrial-1 (LI-1) and located within the 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Neighborhood Theater and Dance, Gymnastics and/or Martial Arts Studio

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Streets
- Zoning Boundary
- Specific Use Permit





SUMMIT AVENUE

N AVENUE

Area of Request

PLANO PARKWAY



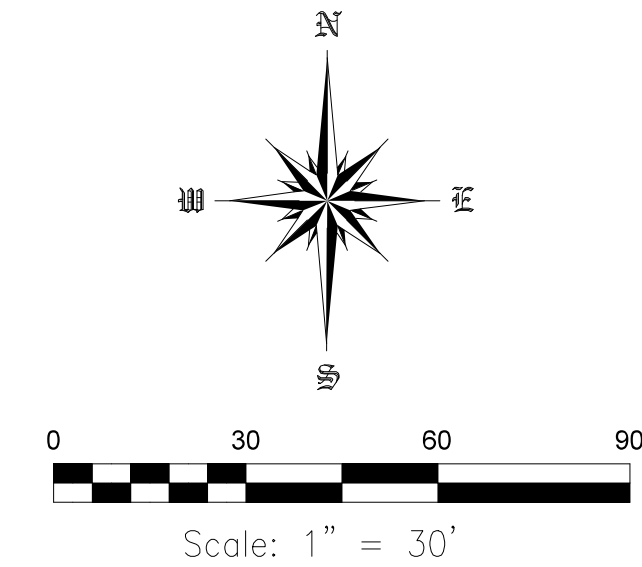
Source: City of Plano
Date: 2/13/2019

Zoning Case 2019-002

Dallas North Industrial District-Section 4
Block B
Zoned: Light Industrial-1

Palisades Business Park Sec. 5
Block E, Lot 2
Vol. C, Pg. 107, CCMR
Zoned: Light Industrial-1

Concrete Drive
& Parking Area



LINE	BEARING	DISTANCE
L1	N90°00'00"E	4.17'

Water Meter Schedule				
Meter	Sym.	Type	Size	Sanitary Sewer
Domestic	Δ	2"	2"	6"

Site Data Summary

General Site Data	Lot 1
Zoning (from Zoning Map)	Light Industrial-1
Land Use (from zoning ordinance)	Warehouse, Health/Fitness Neighborhood Theater Dance Studio
Lot Area (Sq.Ft. & Ac.)	122,500 SF/2.812 Ac.
Building Footprint Area (Sq.Ft.)	60,856 SF (Collin CAD)
Total Building Area (Sq.Ft.)	60,856 SF (Collin CAD)
Building Height (#stories)	One Story
Building Height (feet) Distance to lowest building element	18.5'
Lot Coverage (percent)	49%
Floor Area Ratio (ratio)	.49:1
Parking	
Parking Ratio (from zoning ordinance)	
Warehouse/distribution center	1/1000 S.F.
Health/fitness center	12/court
	1/100 S.F. water surface, deck and exercise area
Neighborhood theater	1/1000 S.F. subsidiary uses
Dance studio	1/3 seats
	1/200 S.F.
Required Parking (# spaces)	121
Provided Parking (# spaces)	122
Accessible Parking Required (# spaces)	5
Accessible Parking Provided (# spaces)	8
Parking in Excess of 110% of Required parking (# spaces)	0
Landscape Area (including turf areas)	0
Landscape Edge Area Provided(square feet)	0
Required interior landscape area (parking lot landscaping) (square feet)	0
Additional interior landscape provided (square feet)	0
Other Landscape Area	0 SF
Total Landscape Area (Sq.Ft.)	0 SF
Permeable Area (not including landscaping or turf areas)	0 SF
Permeable Pavement (square feet)	0 SF
Other Permeable Area	0 SF
Total Permeable Area (Sq.Ft.)	0 SF
Impervious Area	59,785 SF
Building Footprint Area (square feet)	62,715 SF
Area of Sidewalks, Pavement & other Impervious Flatwork (sq.ft.)	0 SF
Other Impervious Area	122,500 SF
Total Impervious Area	122,500 SF
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet)	122,500 SF
Note: Sum must equal Lot Area	

Site Plan Notes

- Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
- Fire lanes shall be designed and constructed per city standards.
- Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
- Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the rights-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
- Mechanical units, dumpsters, and trash compactors shall be screened in accordance with the Zoning Ordinance.
- All signage contingent upon approval by Building Inspections Department.
- Approval of the site plan is not final until all engineering plans are approved.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
- Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
- Please contact the Building Inspections Department to determine the type of construction and occupancy group.
- All electrical transmission, distribution, and service lines must be underground.
- Uses shall conform in operation, location, and construction to the following performance standards in Article 24 of the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration, and/or other performance standards.

Legend

Roome	Roome Land Surveying
1/2"IRF	Capped Iron Rod Set
Cpd,IRF	1/2" Iron Rod Found
PP	Capped Iron Rod Found
— OH —	Power/Utility Pole
— FH —	Overhead Line
— FH —	Fire Hydrant
FOC	Fiber Optic Cable
CCMR	Collin County Map Records
WM	Water Meter
ΔGM	Gas Meter
SSCO	Sanitary Sewer Cleanout
SSMH	SSMH

PURPOSE OF THIS SITE PLAN IS TO SHOW
ADDED/RESTRIPTED PARKING AND FUTURE
22' FIRE LANE BY REPLATTING

NO ASSIGNED PARKING WILL BE PERMITTED ON
THE PROPERTY. ALL PARKING SPACES ARE
CONSIDERED SHARED SPACES TO BE USED BY
ALL TENANTS.

P&Z APPROVED 04/15/2019 CITY OF PLANO P&Z COMMISSION	EXPIRES 04/15/2021 CITY OF PLANO
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Project # RSP2019-015
REVISED SITE PLAN
Lot 1, Block A
S.O.H. Addition
2.812 Gross Acres
James Beverly Survey, Abstract No. 120
City of Plano, Collin County, Texas
March 7, 2019

REVISED: 4/9/2019 P:\AC\2019Q1\AC850654RSP

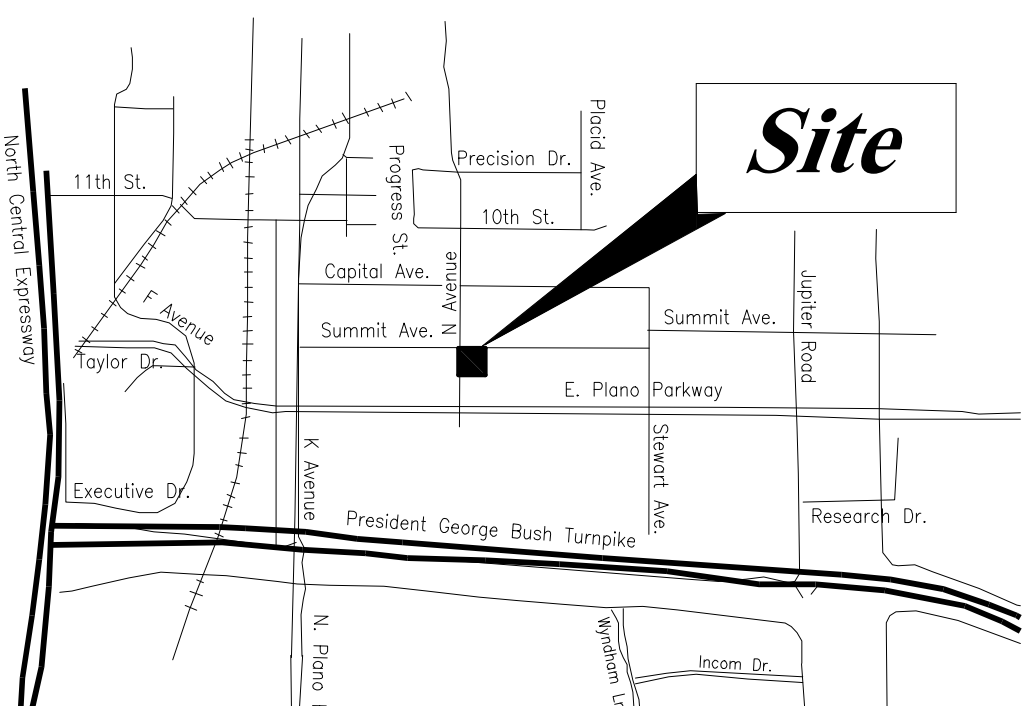
Roome
Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

Owners:
Remington Summit
2121 W Spring Creek Pkwy #109
Plano, TX 75023
Attn: Gene Cason (leasing agent)
(P) 214-808-2135
Email: gene.cason@tx.rr.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Plano, TX 75074
(972) 423-4372
email: fred@roomeinc.com
Attn: Fred Bemenderfer

Detail of 22' Fire Lane, Access & Utility Esm't. (to be abandoned)

22' Fire Lane, Access & Util. Esm't.
Vol. E, Pg. 59 C.C.M.R.
(South of the building to be abandoned)



VICINITY MAP
N.T.S.

Zoning Case 2019-002

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land out of the James Beverly Survey, Abstract No. 120, located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of April 2019, for the purpose of considering granting Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land out of the James Beverly Survey, Abstract No. 120, located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd of April 2019; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land out of the James Beverly Survey, Abstract No. 120, located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1, 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. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permits No. 100 for Neighborhood Theater and No. 101 for Dance, Gymnastics and/or Martial Arts Studio on 0.1 acre of land out of the James Beverly Survey, Abstract No. 120, located 188 feet south of Summit Avenue and 208 feet east of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1, said property being more fully described on the legal description in Exhibit A attached hereto.

Section II. The change in Section I as it relates to Specific Use Permit No. 100 for Neighborhood Theater is granted subject to the following stipulation:

Limited to weekday evening and full weekend operations only with a maximum seating capacity of 50. This restriction may be amended by the Planning & Zoning Commission with approval of a revised site plan.

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 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 ordinance at the time of passage of this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 22ND DAY OF APRIL 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZONING CASE 2019-002**Zoning Area Description - Suite D: 2,490 Sq. Ft. / 0.057 Acres:**

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the James Beverly Survey, Abstract No. 120, being part of Block A, Lot 1, S.O.H. Addition, an addition to the City of Plano as recorded in Volume E, Page 59 of the Collin County Map Records, with said premises being more particularly described as follows:

COMMENCING at a ½" iron rod found marking the southeast corner of said addition;

THENCE crossing through said addition, North 19°42'35" West, 135.75 feet to the intersection of two demising walls and marking the POINT OF BEGINNING for the herein described premises;

THENCE with the south facing of an existing demising wall, North 90°00'00" West, 11.75 feet to a point for corner in the south facing of said demising wall;

THENCE passing through said existing demising wall, North 00°00'00" West, 10.10 feet to a point for corner in an existing east-west running demising wall;

THENCE with the south facing of an interior wall along the south line of said premises, North 90°00'00" West, 84.05 feet to a point for corner on the west facing of an existing masonry building, said corner being the southwest corner of said premises;

THENCE with the west facing of said masonry building and the west line of said premises, North 00°00'00" West, 24.75 feet to a point marking the northwest corner of said premises;

THENCE crossing through said building and with the approximate middle of an existing demising wall, North 90°00'00" East, 95.80 feet to a point marking the northeast corner of said premises;

THENCE crossing through said building along the west facing of a metal/glass siding, South 00°00'00" East, 34.85 feet to the place of beginning and containing 2,490 square feet or 0.057 acres of land.

Zoning Area Description - Suite E: 3,604 Sq. Ft. / 0.083 Acres:

COMMENCING at a ½" iron rod found marking the southeast corner of said addition;

THENCE crossing through said addition, North 22°30'53" West, 108.52 feet to a point on the outside facing of an existing masonry building and marking the POINT OF BEGINNING and northeast corner for the herein described premises;

THENCE crossing through said masonry building and with the approximate middle of a demising wall, North 90°00'00" West, 100.00 feet to a point on the west facing of said masonry building marking the southwest corner of said premises;

THENCE with the west facing of said masonry building, North 00°00'00" West, 37.65 feet to a point marking the northwest corner of said premises;

THENCE crossing through said masonry building and along the south facing of an existing demising wall, North 90°00'00" East, 84.05 feet to a point for corner in a demising wall;

THENCE with the approximate middle of an existing demising wall, South 00°00'00" East, 10.10 feet to a point in the south facing of an existing demising wall;

THENCE with the south facing of said demising wall, North 90°00'00" East, 15.95 feet to a point on the east facing of said masonry building;

THENCE with the east facing of said masonry building, South 00°00'00" East, 27.55 feet to the place of beginning and containing 3,604 square feet or 0.083 acres of land.

Zoning Area Description (Total) - 6,094 Sq. Ft. / 0.140 Acres:

COMMENCING at a ½" iron rod found marking the southeast corner of said addition;

THENCE crossing through said addition, North 22°30'53" West, 108.52 feet to a point on the outside facing of an existing masonry building and marking the POINT OF BEGINNING and southeast corner for the herein described premises;

THENCE crossing through said masonry building and with the approximate middle of a demising wall, North 90°00'00" West, 100.00 feet to a point on the west facing of said masonry building marking the southwest corner of said premises;

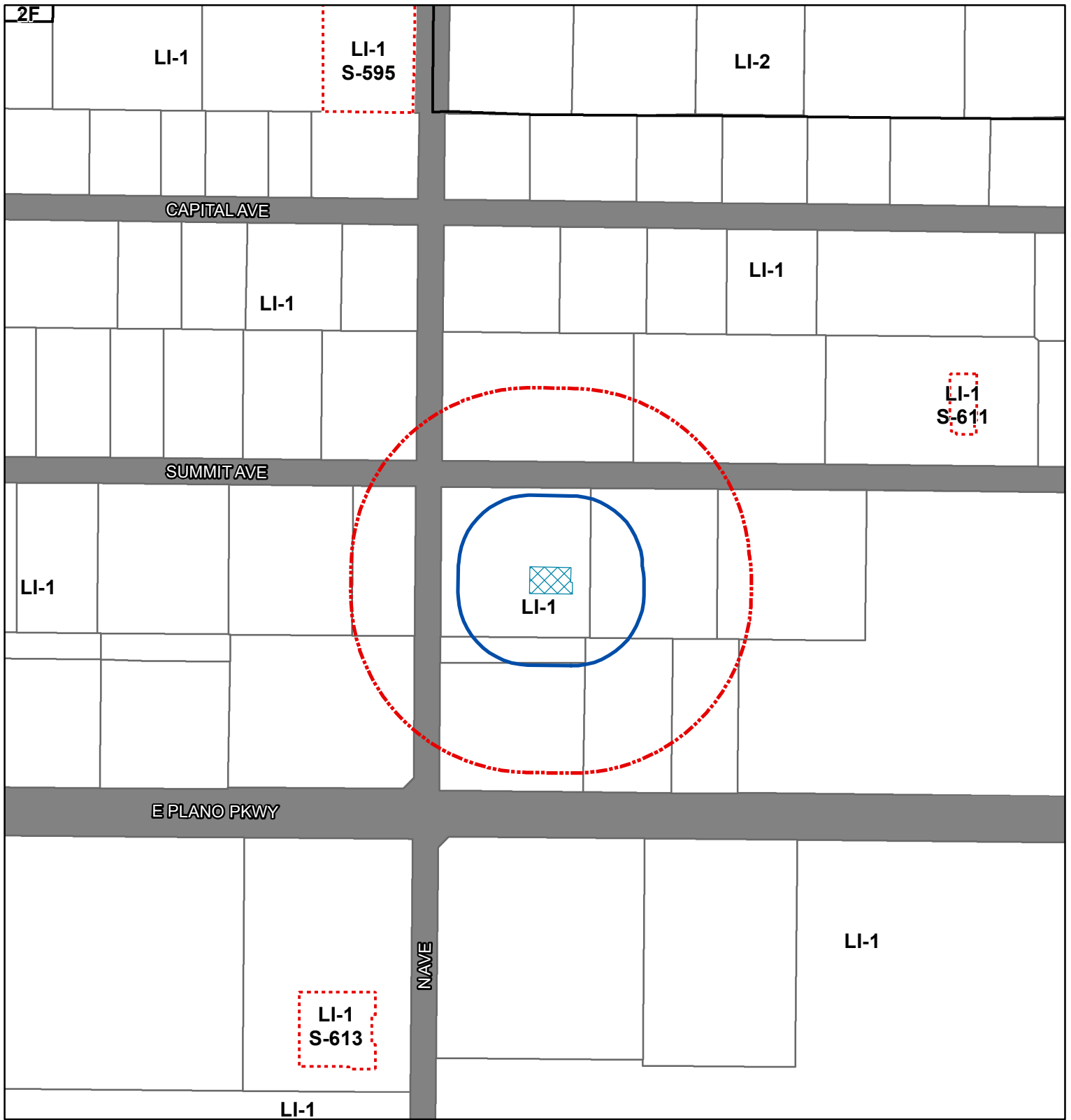
THENCE with the west facing of said masonry building, North 00°00'00" West, 62.40 feet to a point marking the northwest corner of said premises;

THENCE crossing through said building and with the approximate middle of an existing demising wall, North 90°00'00" East, 95.80 feet to a point marking the northeast corner of said premises;

THENCE crossing through said building along the west facing of a metal/glass siding, South 00°00'00" East, 34.85 feet to a point for corner in the south facing of an existing demising wall;

THENCE with the south facing of said demising wall, North 90°00'00" East, 4.20 feet to a point on the east facing of said masonry building;

THENCE with the east facing of said masonry building, South 00°00'00" East, 27.55 feet to the place of beginning and containing 6,094 square feet or 0.140 acres of land.

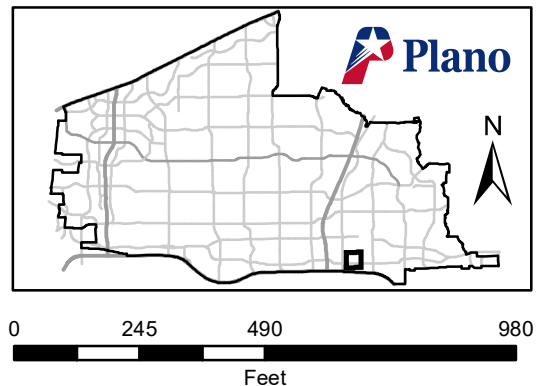


Zoning Case: 2019-002

Existing Zoning: Light Industrial-1 (LI-1) and located within the 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Neighborhood Theater and Dance, Gymnastics and/or Martial Arts Studio

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit



Dallas North Industrial District-Section 4
Block B
Zoned: Light Industrial-1

Palisades Business Park Sec. 5
Block E, Lot 2
Vol. G, Pg. 107, CCMR
Zoned: Light Industrial-1

Dallas North Industrial District
Section 4
Vol. H, Pg. 27, CCMR
Zoned: Light Industrial-1

N Avenue

Summit Avenue

Block A, Lot 1

S.O.H. Addition
2.812 Acres / 122,500 Sq.Ft.
Vol. E, Pg. 59, CCMR
Zoned: Light Industrial-1

Palisades Business Park Sec. 5
Block D, Lot 2
Vol. 333A, Pg. 668, CCMR
Zoned: Light Industrial-1

Zoning Area Description
6,093 Sq. Ft. / 0.140 Acres

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the James Beverly Survey, Abstract No. 120, being part of Block A, Lot 1, S.O.H. Addition, an addition to the City of Plano as recorded in Volume E, Page 59 of the Collin County Map Records, with said premises being more particularly described as follows:

COMMENCING at a 1/2" iron rod found marking the southeast corner of said addition;

THENCE crossing through said addition, North 22°30'53" West, 108.52 feet to a point on the outside facing of an existing masonry building and marking the POINT OF BEGINNING and southeast corner for the herein described premises;

THENCE crossing through said masonry building and with the approximate middle of a demising wall, North 90°00'00" West, 100.00 feet to a point on the west facing of said masonry building marking the southwest corner of said premises;

THENCE with the west facing of said masonry building, North 00°00'00" West, 62.40 feet to a point marking the northwest corner of said premises;

THENCE crossing through said building and with the approximate middle of an existing demising wall, North 90°00'00" East, 95.80 feet to a point marking the northeast corner of said premises;

THENCE crossing through said building along the west facing of a metal/glass siding, South 00°00'00" East, 34.85 feet to a point for corner in the south facing of an existing demising wall;

THENCE with the south facing of said demising wall, North 90°00'00" East, 4.20 feet to a point on the east facing of said masonry building;

THENCE with the east facing of said masonry building, South 00°00'00" East, 27.55 feet to the place of beginning and containing 6,093 square feet or 0.140 acres of land.

F. E. Bemenderfer Jr.
Registered Professional Land
Surveyor No. 4051



LINE	BEARING	DISTANCE
L1	N90°00'00"E	4.20'

10' X 5' Fire Hydrant Esm't

Sisbro Properties LLC
0.4920 Ac.Tr.

CC# 2012012512500086690, CCLR
63' Abandoned Railroad R.O.W.(Spur)
Zoned: Light Industrial-1

NOTES
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 HEREON ON THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLAT, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION ON THIS ZONING CASE.

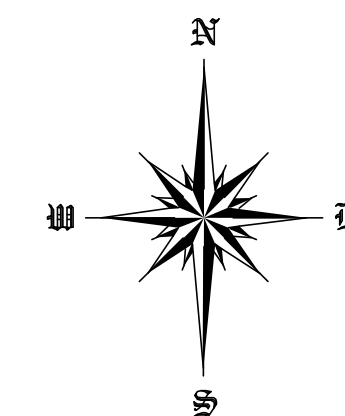
Legend
1/2" IRF Iron Rod Found
(CM) Controlling Monument
CCLR Collin County Land Records
CCMR Collin County Map Records

THE BASIS OF BEARING FOR THIS SURVEY IS THE S.O.H. ADDITION AS RECORDED IN VOLUME E, PAGE 59 OF THE COLLIN COUNTY MAP RECORDS.

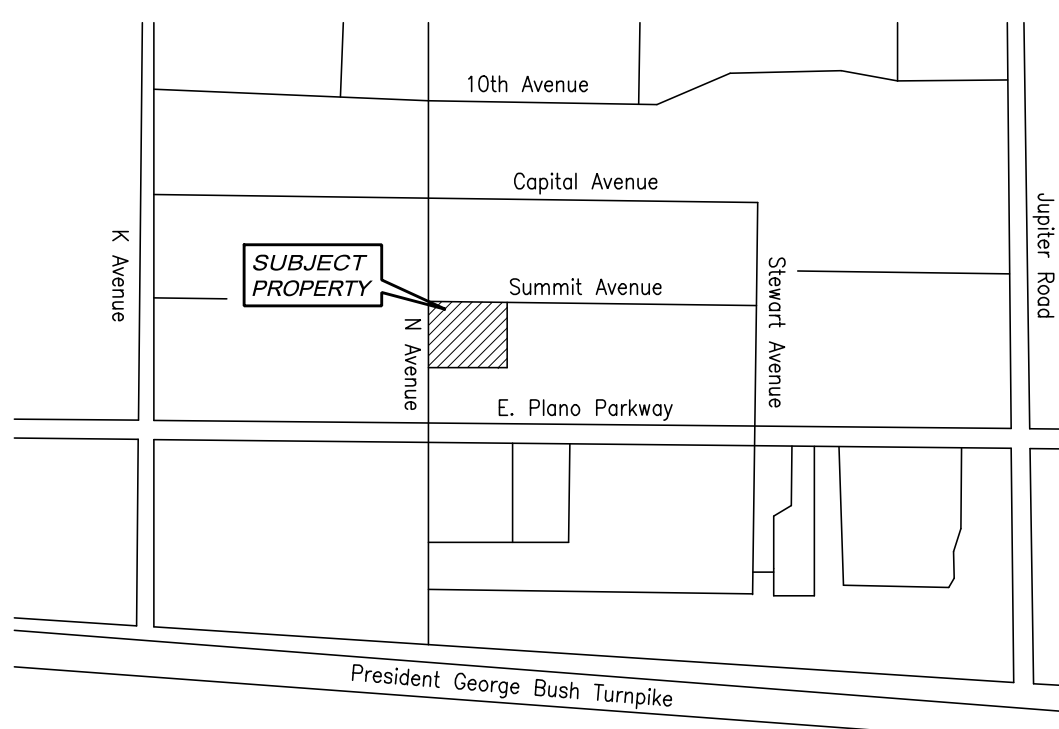
EASEMENTS SHOWN ON PLAT PER S.O.H. ADDITION UNLESS NOTED OTHERWISE.

Owner:
Remington Summit
2121 W Spring Creek Pkwy
Suite 109
Plano, Texas 75023-4528
Leasing Agent: Gene Cason
214.808.2135

Surveyor:
Roome Land Surveying, Inc.
2000 G Ave., Suite 810
Plano, Texas 75074
972-423-4372
Attn: Fred Bemenderfer



0' 30' 60' 90'
Scale: 1"=30'



VICINITY MAP
N.T.S.

Project No. ZC2019-002
ZONING EXHIBIT
for Specific Use Permit for
Neighborhood Theater and Dance Studio

Portion of Block A, Lot 1

S.O.H. Addition

0.140 Acres

Situated in the

James Beverly Survey, Abstract No. 120

City of Plano, Collin County, Texas

February 7, 2019

P:\AC\201901\AC850654.dwg

Roome
Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2019-4-13 as requested in Zoning Case 2018-034 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 103.6 acres of land located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; 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. Applicants: MM CCM 48M, LLC; JCPenney Company, Inc.; and National Retail Properties, LP **Conducted and adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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 plan is substantially more complex than is typical of most associated with zoning cases. It may be helpful to review the P&Z meeting footage on Plano TV for further, in-depth explanation of the proposal if you have not already seen the meeting. <https://planotx.swagit.com/play/04012019-1646> - Item #2

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2018-034 - Follow-Up	4/11/2019	P/Z Follow-up Memo
ZC 2018-034 - Write-Up	4/11/2019	Staff Report
ZC 2018-034 - Locator	4/11/2019	Map
ZC 2018-034 - Aerial	4/11/2019	Map
ZC 2018-034 - Site Cross-Section	4/11/2019	Informational
ZC 2018-034 - PISD Letter	4/11/2019	Letter
ZC 2018-034 - Ordinance	4/11/2019	Ordinance

DATE: April 2, 2019
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 1, 2019



AGENDA ITEM NO. 2 - PUBLIC HEARING
ZONING CASE 2018-034 AND DEVELOPMENT PLAN FOR COLLIN CREEK
APPLICANTS: MM CCM 48M, LLC; JCPENNEY COMPANY, INC.; AND NATIONAL RETAIL PROPERTIES, LP.

Request to rezone 103.6 acres located on the east side of Alma Drive, 760 feet south of 15th Street **from** Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center **to** Urban Mixed-Use and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center. Zoned Corridor Commercial with Specific Use Permits No. 588 for Arcade, No. 621 for Day Care Center, and located within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2018-034.

APPROVED:	<u>7-0</u>	DENIED:	<u> </u>	TABLED:	<u> </u>		
Speaker Card(s) Received		Support:	<u>16</u>	Oppose:	<u>0</u>	Neutral:	<u>1</u>
Letters Received Within 200' Notice Area:		Support:	<u>12</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Petition Signatures Received:		Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Other Responses:		Support:	<u>98</u>	Oppose:	<u>19</u>	Neutral:	<u>0</u>

STIPULATIONS:

Recommended for approval as noted in the attached development plan and list of exceptions.

FOR CITY COUNCIL MEETING OF: April 22, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

KS/amc

xc: Mehrdad Moayedi, MM CCM 48M, LLC
J. Prabha Cinclair, Miklos Cinclair, PLLC
Paul Bayer, National Retail Properties, LP
Warren Corwin, Corwin Engineering
Larry Smith, JCPenney

Kevin Gaskey, Kimley-Horn & Associates, Inc.
Jeanna Scott, Building Inspections Manager
Lauren Mecke, Planner

<https://goo.gl/maps/ma9mvBS5i6D2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 1, 2019

Agenda Item No. 2

Public Hearing: Zoning Case 2018-034 and Development Plan for Collin Creek

Applicants:

MM CCM 48M, LLC; JCPenney Company, Inc.; and National Retail Properties, LP

DESCRIPTION:

Request to rezone 103.6 acres located on the east side of Alma Drive, 760 feet south of 15th Street **from** Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center **to** Urban Mixed-Use and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center. Zoned Corridor Commercial with Specific Use Permits No. 588 for Arcade, No. 621 for Day Care Center, and located within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2018-034.

REMARKS:

This is a request to rezone the subject property from Corridor Commercial (CC) to Urban Mixed-Use (UMU) and rescind Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center. The Urban Mixed-Use district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers which promote social interaction, community identity, and efficient use of land and resources. The UMU district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. UMU is primarily applicable to large undeveloped properties where higher density residential and commercial uses are appropriate.

The existing zoning is CC. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

With this request, the applicant is proposing zoning which will allow for the transformation of the existing mall property into a development with internal streets, parking garages, open space, and a mix of residential and nonresidential uses anchored by a reduction and reimagining of the existing mall building. Included with this request is a development plan which specifies the overall layout of the street and block network, and articulates the proposed uses, residential densities, and other improvements.

Surrounding Land Use and Zoning

North	Immediately to the north of the subject property are shopping centers with retail, restaurant, and minor vehicle repair uses zoned CC along 15th Street.
East	Existing shopping center developments with retail, restaurant, and service uses zoned CC with Specific Use Permits No. 238 and No. 507 for Private Club along the U.S. Highway 75 frontage road.
South	Existing shopping center developments with retail, restaurant, and personal service shop uses zoned CC with Specific Use Permit No. 104 for Private Club along Plano Parkway.
West	Across Alma Drive are existing single-family residences and a religious facility zoned Single-Family Residence-7.

Proposed UMU District

This request includes changes to land use and design standards as adopted by the development plan and by the proposed exceptions to the UMU district language. The applicant's requested exceptions are examined within the "Issues" portion of this report.

Land Use

Each UMU district must contain three or more use categories. The applicant is proposing the following mix:

<u>Use</u>	<u>Category</u>	<u>Square Footage</u>	<u>Percentage</u>
Residential	Primary (40-70%)	3,157,510	61%
Office	Secondary (20-40%)	1,300,000	24%
Retail	Tertiary (<20%)	311,000	6%
Service	Tertiary (<20%)	240,000	5%
Hotel	Tertiary (<20%)	185,000	4%
Total		5,193,510	100%

The UMU zoning requires the categories (primary, secondary, tertiary) for the uses to be static. If approved, the categories can only be changed by a future rezoning action. However, to accommodate a range of development possibilities, the square footages and percentages may fluctuate within that use category. Uses are also tied to the development plan and standards noted therein, such as the number of residential units.

Design Standards

The applicant's development plan focuses on the following improvements:

1. Streets: Creating an urbanized grid-street system with on-street parking, street trees, and sidewalks. Refurbishing the existing ring road to provide vehicle and pedestrian connections to internal streets and adjacent properties.

2. **Mall Building:** Razing the anchor stores and reusing most of the central part of the mall building. Pedestrian pathways provide vital connections and focal points through the site.
3. **Open Space:** Creating a variety of open spaces including two large park areas, a continuation of the Chisholm Trail, and other public and private amenity areas for residents.
4. **Parking:** Allowing a variety of options via on-street parking, residential and commercial garages, and some surface parking where necessary.
5. **Main Street:** The main street, which is a requirement of the UMU district, runs along the eastern side of the mall building and provides connections to the main commercial activity area, park and trail system, and multiple mixed-use buildings.
6. **Superstore:** A superstore (JCPenney) is proposed at the south side of the property. This is a new location for the existing operation.
7. **Future Blocks:** Multistory office or multifamily residential sites are proposed on the far eastern side of the property at a minimum height of 10 stories.

The development plan includes six pages detailing the design, land use, and circulation pattern of the site. It is attached and will be adopted as part of the UMU district.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Compact Complete Center (CCC) and Open Space Network (OSN).

The CCC future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.

The OSN future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These



areas are intended to retain their character to provide regional recreation and leisure opportunities.

This zoning request would create a mixed-use development focused on residential, retail, entertainment, and future office uses. Utilizing the UMU district standards, the applicant is proposing a block layout that integrates the uses through a network of urban streets which are navigable by pedestrians, bicyclists, and vehicles. Above and below grade parking structures are proposed throughout the site to reduce surface parking and encourage the efficient use of land. The proposed redesign of the mall, open spaces, and site design create significant opportunities for quality community design. This request is in conformance with the CCC designation.

The development plan shows significant open space amenities including two large parks, a continuation of the Chisholm Trail, and other open space areas. As proposed, the development is designed to encourage regional recreation and leisure opportunities. This request is in conformance with the CCC and OSN designations.

Growth and Change Map - The Growth and Change Map designates this property as Evolve Urban (EU) and Open and Social Space (OS).

EU areas are expected to experience extensive large-scale change through major redevelopment projects that evolve into distinct walkable districts.

OS areas are expected to remain open and social space uses, such as nature preserves, parks, country clubs, and institutional uses, but will improve to meet the changing leisure, recreation, and social desires of the community.

The applicant's request would allow for an extensive large-scale change of the property into a distinct walkable district. The UMU zoning requires smaller blocks to encourage pedestrian movements through the site. Although the request does have some larger blocks such as the mall (Block S), the applicant is proposing pedestrian improvements such as paseos to contribute to walkability and comply with the intent of the UMU zoning. This request is in conformance with the EU designation.



This request includes significant open space areas, a continuation of the Chisholm Trail, and the potential for activation of recreation areas to encourage social interaction within the development. The applicant is intending the eastern side of the property to be an activity area with an activated main street and a variety of commercial and residential uses. The west side of the property is focused on residential uses and passive recreation spaces. This request is in conformance with the OS designation.

Land Use Policy - *Plano will support a system of organized land uses to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The applicant's request will allow for additional housing and employment choices developed within an organized street and block network. The applicant is proposing housing with a height limit of 50 feet, and a required landscape edge adjacent to the existing residential neighborhood to the west. Additionally, the proposed site design is intended to provide separation for future residents from the impacts of offsite nonresidential development while respecting existing adjacent business operations. Lastly, the proposed street network maintains connections to adjacent properties continues to provide access for existing and future development. This request is in conformance with the land use policy.

Community Design Policy - *Plano will promote and incorporate unique and functional community design components with new developments, public spaces, and streetscapes to enrich areas throughout the city, create distinctive visual character, and ensure a citywide pedestrian-friendly environment.*

The proposed UMU district will create a unique development focused on a re-envisioned mall building. The future building includes wide pedestrian pathways which visually link the parks on the east and west sides of the property and connect commercial and residential uses. To encourage quality community design, the applicant is proposing to adopt a pattern book to articulate architectural styles and diversity throughout the site. The street network is thoughtfully planned with a variety of ingress and egress points, wide sidewalks, and street trees. Lastly, as noted on the development plan, the applicant will make an effort to re-use the existing mosaic currently located on the exterior of the former Macy's building. This request is in conformance with the Community Design Policy.

Redevelopment of Regional Transportation Corridors Policy - *Plano will encourage reinvestment and redevelopment of identified regional transportation corridors to create cohesive developments that incorporate well-designed housing, commercial, and retail opportunities.*

With this zoning request, the applicant is proposing a substantial reinvestment and almost complete redevelopment of the Collin Creek Mall property. The request proposes to incorporate housing, retail, and commercial opportunities into a plan which intends to create a unique mixed-use development within the U.S. 75 corridor. Additionally, the reinvented street network provides improved connections to adjacent nonresidential developments to allow for future reinvestment and redevelopment of those properties. This request is in conformance with this policy.

Pedestrian Environment Policy - *Plano will pursue a universally accessible and well-connected pedestrian system that promotes walkability, improves navigation of major thoroughfares, and encourages connections between residential areas and neighborhood centers.*

The proposed development will require an extensive pedestrian-oriented sidewalk network around and within the subject property. Additionally, the applicant is proposing to improve the pedestrian experience along Alma Drive through a 15-foot landscape edge, and allow for pedestrian connections to the existing neighborhood to the west. Due to the lack of sidewalks and limited right-of-way on the west side of Alma Drive, direct connections were critical to providing access to the site. This request is in conformance with this policy.

Adequacy of Public Facilities - Water and sanitary sewer services are currently in place to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property is developed with residential uses.

Traffic Impact Analysis (TIA) - A TIA is not required at the time of rezoning. However, Article 25 (Traffic Impact Analysis) of the Zoning Ordinance requires a TIA to be submitted during the site plan approval process for projects generating 8,000 trips per day or greater. The purpose for this analysis is to coordinate land use and transportation facility development and to consider reasonable solutions to identified transportation issues.

The applicants have submitted a TIA to the city's Transportation Engineering Division as a start to this process. The Zoning Ordinance requires the Planning & Zoning Commission to make a finding on all TIA studies that the thoroughfares can accommodate anticipated traffic volumes at an acceptable level of service. Where impacts cannot be adequately mitigated by the date of occupancy, the Commission must recommend one or more of the following actions:

1. Amendment of the Community Investment Program (CIP) to expedite construction of needed related public improvements.
2. Changes in intersection design, signal systems, etc. to increase capacity.

City staff is reviewing the analysis and will continue to work with the applicant to evaluate and refine the development proposal in conformance with city regulations and policies for consideration by the Commission at the time of preliminary site plan consideration.

School Capacity - Plano Independent School District has provided a letter regarding school capacity which staff has included as an attachment.

Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Access to and Availability of Amenities and Services - The applicant is proposing 8.7 acres of land for public open space with a connection and extension of the Chisholm Trail. A trail is also planned around the redesigned ring road street. This amount of public open space is comparable to a typical Neighborhood Park acreage that serves a similar

population, and is in compliance with the Park Master Plan. Additionally, other private open space areas including amenities within multifamily buildings will be provided.

Library services to these residents would be accommodated by Harrington and Schimelpfenig libraries.

ISSUES:

General Development Layout

The proposed development is centered on a 280,000 square foot reuse of the central portion of the existing mall building. The existing mall with anchor stores includes 1,250,000 square feet, so the requested change equates to a 77.6% reduction in the existing structure. The applicant is proposing to open up the building with pedestrian pathways which will connect the east and west sides of the subject property. On the east side of the property is the major activity area, with a main street (required by the UMU district), multistory buildings with ground floor retail and restaurants with residential uses above, a hotel, and open space which includes an extension of the Chisholm Trail. Along the eastern border of the subject property, 10-story buildings are proposed with office or multifamily residential uses.

The development includes multiple parking garages including two large underground garages, one on the east side of the mall, and one on the west side of the mall. Placing these underground allows for reuse of the existing surface parking areas for new commercial and residential development, and related to this, the applicant will be undertaking substantial infrastructure changes through site grading and utility improvements and relocations.

The subject property is served by a variety of direct and indirect access points including one connection to 15th Street, two to U.S. Highway 75, two to Plano Parkway, and three to Alma Drive. The ring road will be reconstructed and improved with sidewalks, a trail, and street trees to serve both this development and surrounding properties. Internal to the site are urban streets with wide sidewalks, street trees, and on-street parking.

To the south of the mall building is a multifamily building with ground floor retail, and the proposed superstore which is designed as the new home of the existing JCPenney anchor store. Two blocks to the southwest of the mall building (Blocks G and F) could develop with single-family, independent living facility, or office uses. On the west side of the property are residential uses with a mix of single-family homes adjacent to Alma Drive and multifamily developments, with the opportunity for ground floor commercial, adjacent to the mall building. A central park and northern private amenity center provides open space for residents and guests. To the north of the mall building are multifamily buildings, with ground floor retail on the major street, and independent living facility uses.

Residential Use Request and Housing Strategy

This request includes allowing a mix of residential uses as summarized below:

Use	Maximum Number of Units	Acres	Percentage of Residential Land Area	Percentage of Total Land Area
Multifamily	2,300	25.0	52.4%	24.1%
Single-family	500	19.5	40.9%	18.8%
Independent Living	300	3.2	6.7%	3.1%
Total	3,100	47.7	100%	46%

1. A maximum of 2,300 multifamily units are proposed within buildings surrounding and attached to the mall building, and on the eastern edge of the property in accordance with the following:
 - a. Location: The development plan does not propose multifamily within 400 feet of Alma Drive. If the UMU zoning is approved, the location of multifamily uses can only be modified by future rezoning.
 - b. Height: On the west side of the mall, the proposed maximum height of multifamily buildings is 5-stories, 75 feet. Along the far eastern side of the property, multifamily may be located in buildings which are required to have a minimum height of 10-stories, 150 feet.
 - c. Amenities: The developments will be served by parking garages, and adjacent on-street parking, and residents will have access to internal and external open space areas.
2. A maximum of 500 single-family lots are proposed on the west side of the property in accordance with the following:
 - a. Unit Mix:
 - i. Up to 75% may be townhomes, the remaining 25% must be detached.
 - ii. Duplexes are permitted as detached units.
 - iii. Units are proposed to be compact, with urban setbacks and allowances.
 - b. Height:
 - i. A maximum height of 3-stories, 50 feet is proposed.
 - ii. At least 25% must be 2-stories, 35 feet or lower; 1-story units are permitted.
 - iii. Roof decks are allowed and must meet maximum building heights.

- c. Parking: Units will be served by garages, on-street, and visitor parking.
- 3. A maximum of 300 independent living facility units are proposed within 5-story buildings on the north side of the property. This use is an alternative use in Blocks G and F on the south side of the property.

In order to promote a diverse mix of housing options that respond to our region's evolving demographics and housing preferences, city staff, in partnership with Gateway Planning, and the development team engaged the real estate advisory firm, RCLCO to create a housing strategy. This firm specializes in real estate strategy development related to master-planned mixed-use communities. RCLCO's analysis identified the target market audiences for the proposed redevelopment, and how the reimagined site could provide the products, lifestyle, amenities, and design elements that residents are seeking.

The key recommendations from the analysis include potential housing concepts and product types, and the desired amenities, building form, and character needed to support effective market absorption. These recommendations are intended to inform the zoning and development plans to provide market appropriate housing options. The applicant's proposed residential uses and standards will allow a dense mixed-use residential neighborhood with a variety of living options consistent with these market-based recommendations. Staff is in support of the proposed residential uses.

Retail & Specialized Market Strategy

The applicant is proposing a unique retail concept centered on the reuse of a portion of the 80% of the core mall building, that incorporates retail, restaurant, entertainment, office, grocery, and other uses intended to create an exceptional destination and provide full services to the neighborhood. In order to promote sustainable retail and entertainment programming for the proposed redevelopment, city staff, in partnership with Gateway Planning, and the development team engaged retail and mixed-use specialists from Avison Young and Ivanhoe Cambridge. The retail groups from these international real estate advisory, development, and investment firms focus much of their efforts on the reinvention of the retail environment. These experts assessed the existing conditions influencing the redevelopment site and provided recommendations for refinement to the overall site design and envisioned retail and entertainment experience.

Key components of these recommendations included the projected quantity and form of retail, with a focus on small format street-facing retail fronting prominent pedestrian corridors, and large format entertainment programming focused in the interior of the reinvented mall structure. A key component of their recommendations focused on creating prominent pedestrian connections between the reinvented mall, the hotel, and the two prominent open spaces on each side of the site. The proposed development plan reflects the strategic recommendations and updates which were recommended.

Site Access & Parking Design Strategy

In order to promote effective site access and parking design for the proposed redevelopment, city staff, in partnership with Gateway Planning, and the development team initiated a peer review assessment of the proposed site design. This assessment was carried out by the Mixed-Use Retail Specialist Group of Magnusson Klemencic Associates (MKA), a Seattle-based structural and civil consulting engineering firm with decades of experience implementing major mixed-use and retail development.

MKA was tasked with evaluating the proposed design and providing recommendations that could be implemented as part of the zoning process or, as in most cases, during the preparation of detailed site and engineering plans. These recommendations addressed the relationships between site access, parking design, and the long-term vibrancy of the site, with specific emphasis on access to underground parking structures and major retail and social amenities. MKA also provided guidance related to development phasing, building reuse/retrofit, and general design suggestions that cater to the overall user experience in mixed-use/retail environments. The proposed development plan incorporated many of these recommendations and created a stronger network of access and parking options.

Superstore Development

This request includes a proposed relocation and construction of a new superstore development to accommodate one of the applicants, JCPenney. Typically, superstore developments (minimum 80,000 square feet) are not appropriate within UMU developments due to their size. However, to accommodate the construction of a new store on the site, the applicants are proposing changes to Block Q of the development plan.

To contribute to the pedestrian-oriented purposes of the UMU district, the rear facade of the store, adjacent to a proposed multifamily building, is proposed as a wide pedestrian walkway. This walkway would serve as a vital pedestrian connection for the development. Additionally, if a superstore is not constructed, the request would require the site to be developed in accordance with the typical area, yard, and bulk requirements of the UMU district. Furthermore, Section 15.1400 (Superstores) of Article 15 (Use-specific Regulations) requires specific building facade materials, landscaped areas, and other aesthetic improvements for superstore developments. Staff believes this request is necessary to accommodate the relocation of the existing mall anchor store. If developed to blend with the pedestrian-oriented fabric of the UMU district, the use could positively contribute to the retail experience and mix of uses within the subject property.

Other Uses

In addition to the permitted uses and residential options referenced above, the applicant is proposing other uses to complement the mix within the development. The uses are as follows:

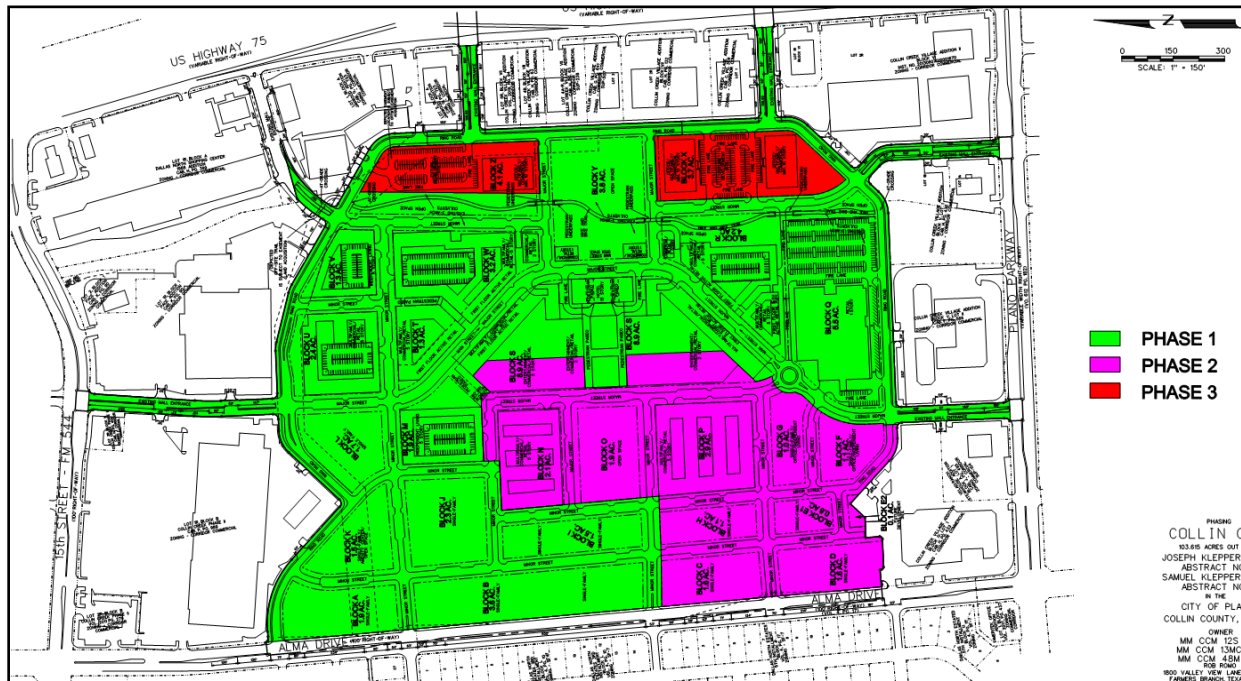
- Arcade - within blocks M, N, P through X, and Z

- Artisan's Workshop - within blocks M, N, P through W
- Business Service - within blocks M, N, P through X, and Z
- Car Wash - within parking garages only in blocks M, N, P through X, and Z
- Cabinet/Upholstery Shop - within block S
- Community Center
- Electrical Substation - by SUP only within blocks X and Z
- Fire Station/Public Safety Building - within blocks X and Z
- Food Truck Park - within blocks M through Z
- Helistop - by SUP only within blocks S, X, and Z
- Kennel/Commercial Pet Sitting - within blocks Q and S
- Motorcycle Sales & Service - within blocks Q and S (no repair services allowed, limited vehicle storage)
- Outdoor Commercial Amusement - by SUP only in blocks X and Z
- New Vehicle Dealer - within blocks Q and S (no repair services allowed, limited vehicle storage)
- Private Recreation Facility
- Shopping Center - within blocks Q and S
- Superstore - within block Q (no drive-through window allowed)
- Temporary Concrete/Asphalt Batch Plant - must be approved by City Engineer or City Council, prohibited within blocks A through D (adjacent to Alma Drive)
- Vehicle Leasing and Renting - within blocks Q and S (no repair services allowed, limited vehicle storage)
- Veterinary Clinic - within blocks Q and S

The proposed uses will allow for a variety of businesses and services to locate onsite to support the revitalization and reuse of the property as a vibrant, service-oriented mixed-use development. Staff is in support of the proposed uses.

Phasing

The development plan shows three phases as displayed below:



The green areas, including a large portion of the mall, open space on the east of the site, drainage improvements, and large areas of residential and commercial developments are within Phase 1. The purple areas are within Phase 2, due to the current JCPenney store which intends to stay operational until a new location in Block Q can be constructed. The red areas are within Phase 3 and include mid-rise office or multifamily buildings. Although, this is the applicant's intended phasing, due to the complex infrastructure and site improvements, the applicant has added the following statement to the development plan:

"Phasing should progress as noted; however, one phase does not need to be completed prior to the commencement of construction of any subsequent phase."

This language will allow phases to run concurrently but still preserve the intent of sequencing onsite. As proposed, the phasing plan will authorize the construction of a mix of uses, and sufficient access, parking, and amenities to serve residents and commercial uses. Staff is in support of the proposed phasing.

Other Proposed Exceptions

The UMU zoning district allows certain exceptions to be requested to provide flexibility for a specific development request. In addition to the exceptions noted previously to residential and nonresidential uses, and superstore development, the applicant is proposing the following:

1. Definitions: A new definition for paseo, pattern book, and smaller usable open space is included to reference improvements and design standards. The block definition has been amended to include paseos and firelanes as block separations.
2. Block Changes: Changes to multiple blocks are proposed to accommodate new development and existing conditions onsite. These changes include block size, length, lot coverage and other standards.
3. Streets and Sidewalks: The applicant is proposing a new Ring Road street section as shown on the development plan. Additionally, flexibility has been requested to provide wider sidewalks along streets to accommodate internal trails, and changes to street tree requirements may be accommodated where restricted by easements.
4. Signage: An exception is proposed for the exterior rights-of-way to allow for traditional monument signage. This allowance exists in the current zoning, but is not accounted for within the UMU zoning district.

Rescinding Specific Use Permits

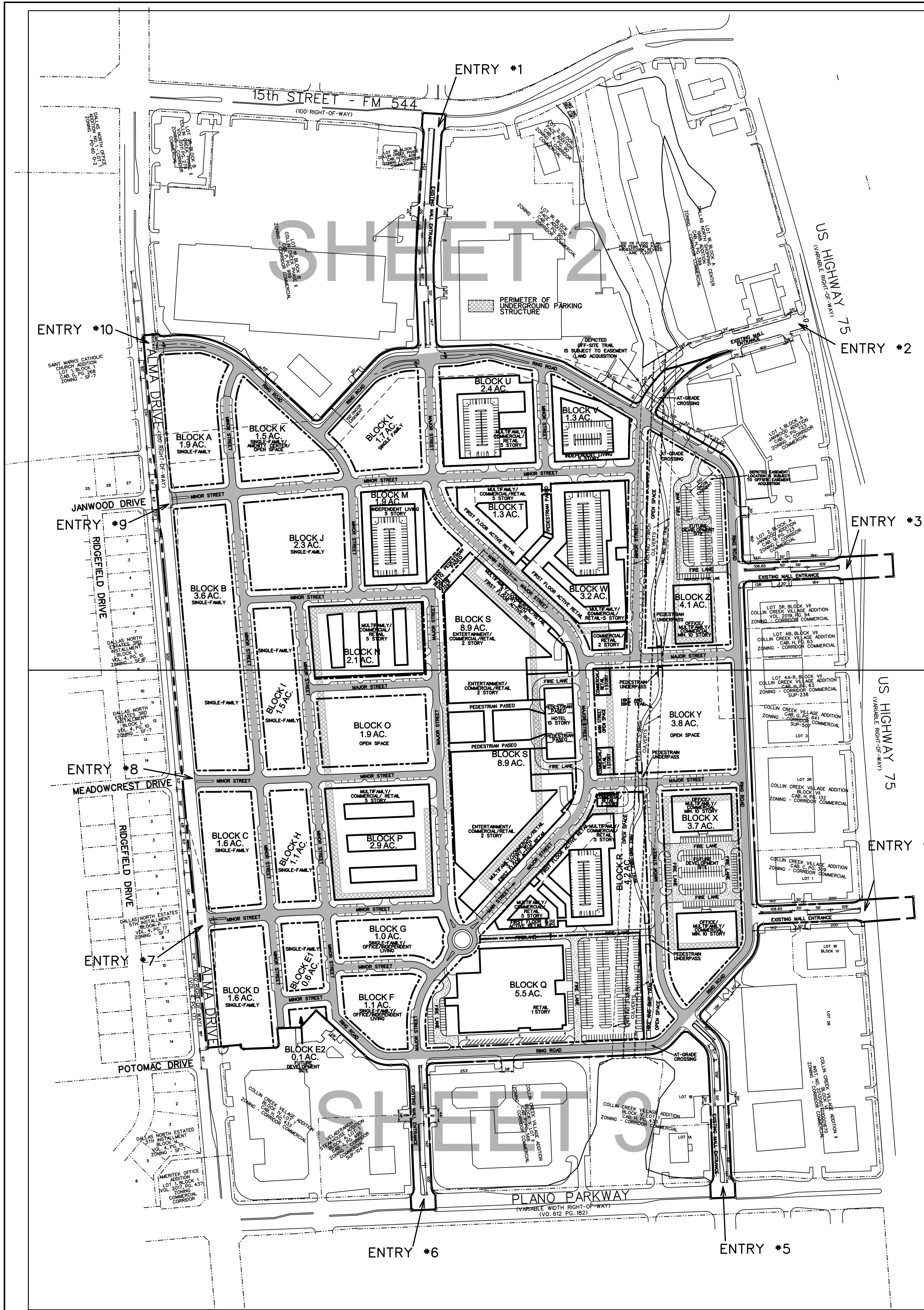
Currently the subject property has two Specific Use Permits (SUPs), No. 588 for Arcade and No. 621 for Day Care Center. Due to the changes onsite, the applicant is proposing to rescind the SUPs. With this zoning case, arcade is proposed as a permitted use within the main commercial blocks. Any future private club uses would require approval of a new SUP. Staff is in support of these requests.

SUMMARY:

The applicant is requesting to rezone the subject property from Corridor Commercial to Urban Mixed-Use. The associated development plan shows a unique, pedestrian-oriented mixed-use development anchored by a significantly reduced and reimagined mall building. Housing, entertainment, office, open space, and other uses and amenities will be provided and will be served by a network of internal streets with wide sidewalks, on-street and garage parking. The proposed mix of uses is in conformance with the UMU regulations, and in keeping with the Future Land Use Map designation of Compact Complete Center for the site. The requested exceptions to the district will allow for a cohesive development with a mix of uses which respects the unique features of the property consistent with the Redevelopment of Regional Transportation Corridors Policy. The request is also in conformance with other significant policies and recommendations of the Comprehensive Plan. Staff is in support of the request.

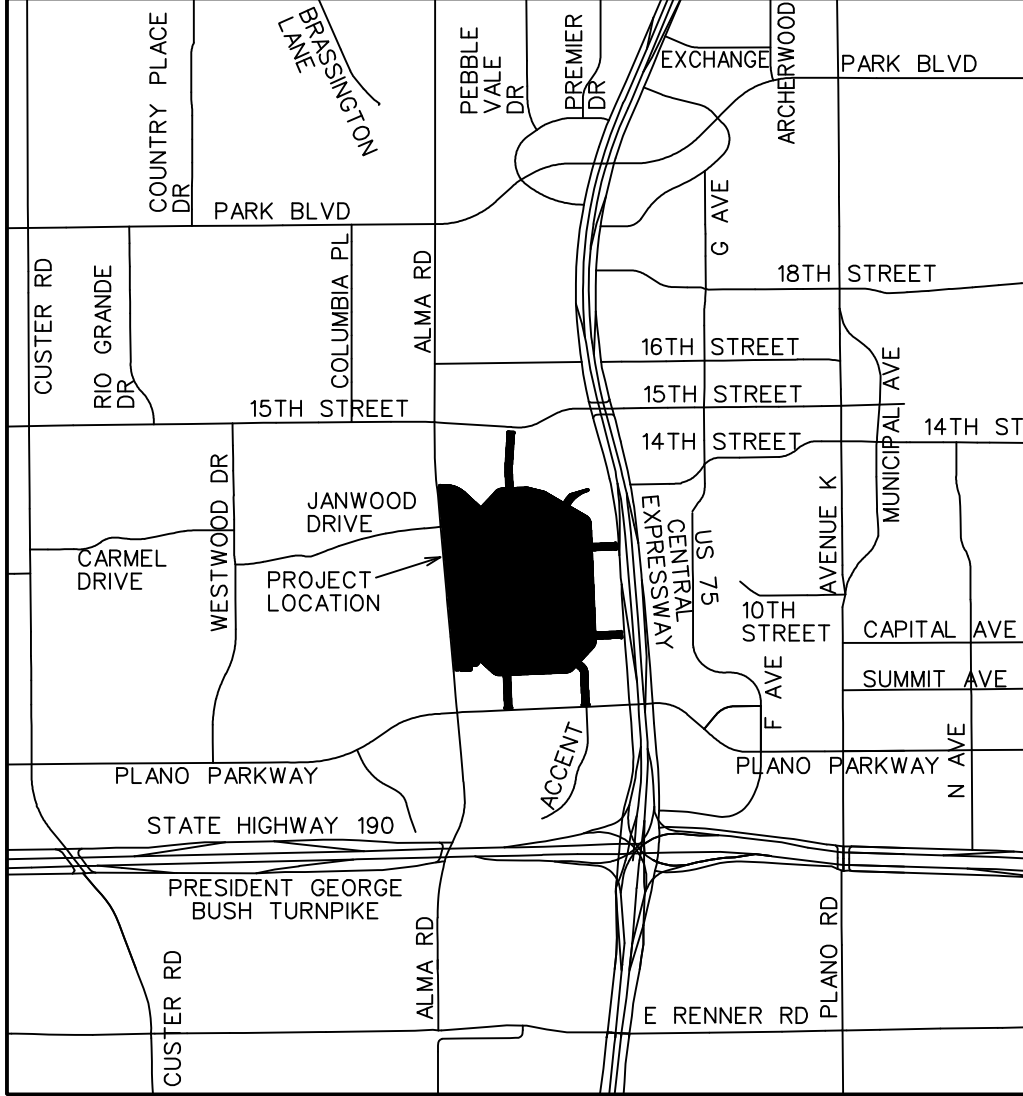
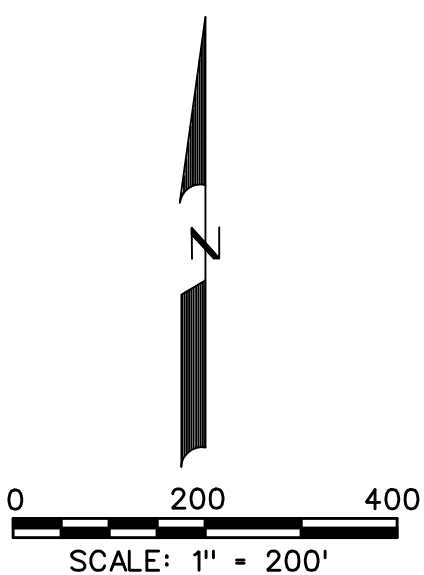
RECOMMENDATION:

Recommended for approval as noted in the attached development plan and list of exceptions.



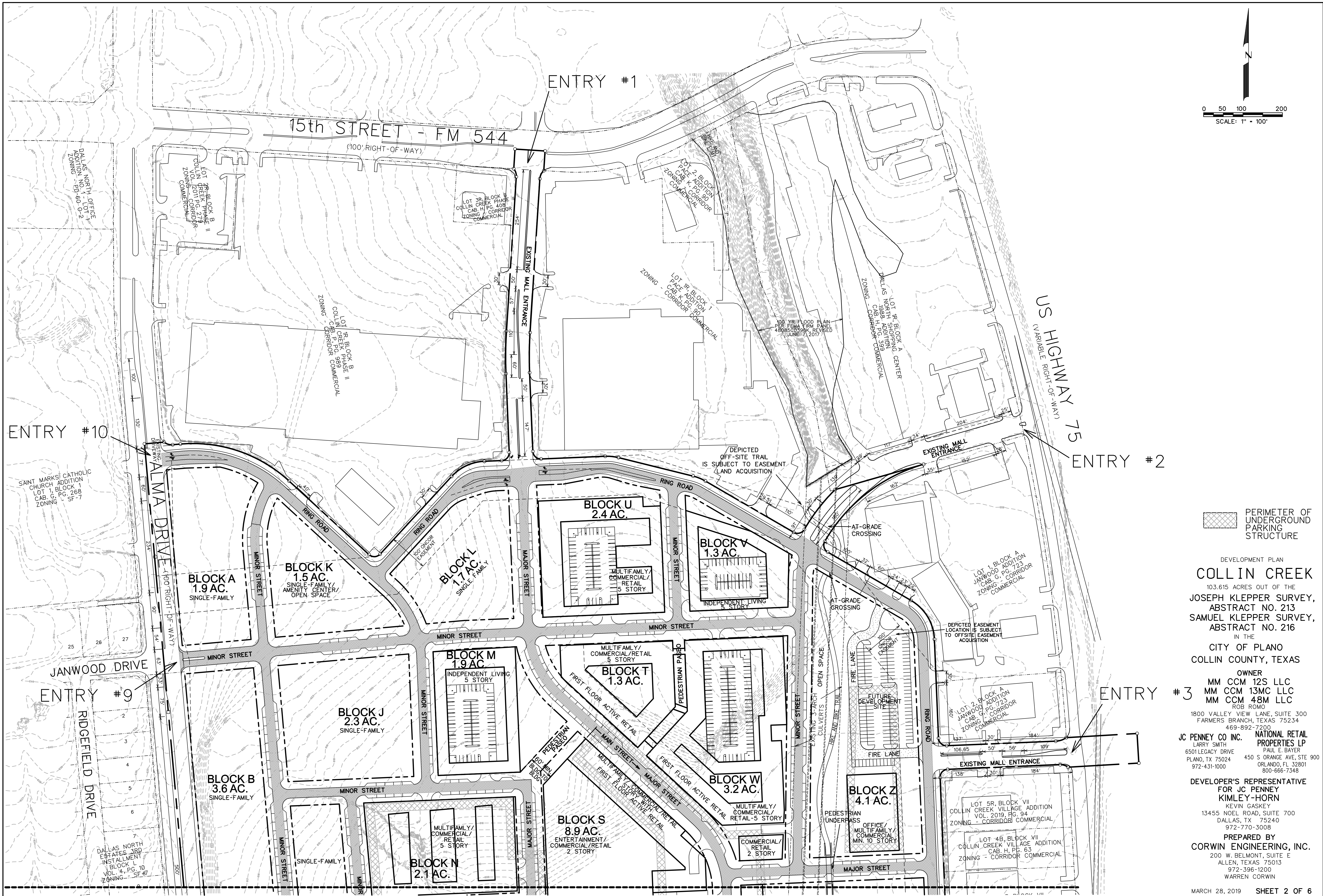
BLOCK TABLE

A	Block A	Phase 1	1.9	Acres	Single Family	48,000 gsf (approx.)	30 units	Units/Acre (Approx.)	16.3 u/a	Parking (Req'd) (Approx.)	68	Parking (Provided) (Approx.)	76
	Block B	Phase 1	3.6	Acres	Single Family	160,262 gsf (approx.)	100 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	225	Parking (Provided) (Approx.)	258
	Block C	Phase 2	1.6	Acres	Single Family	69,809 gsf (approx.)	44 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	98	Parking (Provided) (Approx.)	101
	Block D	Phase 2	1.6	Acres	Single Family	72,672 gsf (approx.)	45 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	102	Parking (Provided) (Approx.)	103
E1	Block E1	Phase 2	0.6	Acres	Single Family	28,694 gsf (approx.)	18 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	40	Parking (Provided) (Approx.)	55
	Block E2	Phase 2	0.1	Acres	Single Family	50,113 gsf (approx.)	31 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	70	Parking (Provided) (Approx.)	76
F	Block F	Phase 2	1.1	Acres	Single Family	45,750 gsf (approx.)	29 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	64	Parking (Provided) (Approx.)	72
	Block G	Phase 2	1.0	Acres	Single Family	47,900 gsf (approx.)	30 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	67	Parking (Provided) (Approx.)	90
H	Block H	Phase 2	1.1	Acres	Single Family	69,165 gsf (approx.)	43 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	97	Parking (Provided) (Approx.)	123
	Block I	Phase 1	1.5	Acres	Single Family	101,654 gsf (approx.)	64 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	143	Parking (Provided) (Approx.)	146
J	Block J	Phase 1	2.3	Acres	Single Family	17,600 gsf (approx.)	11 units	Units/Acre (Approx.)	23.2 u/a	Private Amenity Spao	25	Parking (Req'd) (Approx.)	60
	Block K	Phase 1	1.5	Acres	Single Family	75,891 gsf (approx.)	47 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	107	Parking (Provided) (Approx.)	109
L	Block L	Phase 1	1.7	Acres	Single Family	162,000 gsf	180 units	Units/Acre	94.4 u/a	FAR	2.0	Parking	180 spaces
	Block M	Phase 1	1.9	Acres	Independent Living	315,000 gsf	350 units	Units/Acre	168.8 u/a	FAR	0 gsf	Parking	490 spaces
N	Block N	Phase 2	2.1	Acres	Multi-family - 5 story	315,000 gsf	350 units	Units/Acre	168.8 u/a	FAR	0 gsf	Parking	490 spaces
	Block O	Phase 2	1.9	Acres	Open Space Acres	1.9 acres							
P	Block P	Phase 2	2.9	Acres	Multi-family - 5 story	450,000 gsf	500 units	Units/Acre	169.9 u/a	Commercial/Retail	0 gsf	FAR	3.5 far
	Block Q	Phase 1	5.5	Acres	Retail - 1 story	95,000 gsf	0.4 far	FAR	300 spaces	Parking	300	Lot Coverage	70%
	Block R	Phase 1	4.2	Acres	Multi-family 5 story	240,000 gsf	250 units	Units/Acre	95.2 u/a	Commercial/Retail	30,000 gsf	Restaurants	5,000 gsf
	Block S	Phase 1	8.9	Acres	Multi-family - 5 story	360,000 gsf	400 units	Units/Acre	45.1 u/a	Entertainment/Commercial/Retail	355,000 gsf	FAR	2.3 far
T	Block T	Phase 1	1.3	Acres	Multi-family 5 story	171,000 gsf	190 units	Units/Acre	147.0 u/a	Commercial/Retail	18,000 gsf	FAR	3.4 far
	Block U	Phase 1	2.4	Acres	Multi-family - 5 story	270,000 gsf	300 units	Units/Acre	125.3 u/a	Commercial/Retail	0 gsf	FAR	2.6 far
V	Block V	Phase 1	1.3	Acres	Independent Living	108,000 gsf	120 units	Units/Acre	93.9 u/a	FAR	1.9 far	Parking	120 spaces
	Block W	Phase 1	3.2	Acres	Multi-family - 5 story	279,000 gsf	310 units	Units/Acre	96.0 u/a	Commercial/Retail	13,000 gsf	Restaurant/Service	9,000 gsf
X	Block X	Phase 3	3.7	Acres	Office - 20 story	400,000 gsf	400,000 gsf	Commercial/Retail	5.0 far	Parking	2,667 spaces (approx.)	30%	Lot Coverage
	Block Y	Phase 1	3.8	Acres	Commercial/Retail	25,000 gsf	0.4 far	FAR	104 spaces (structure)	38%	Open Space Acres	3.6	
Y	Block Y	Phase 1	3.8	Acres	Commercial/Retail	25,000 gsf	0.4 far	FAR	104 spaces (structure)	38%	Open Space Acres	3.6	
	Block Z	Phase 3	4.1	Acres	Office - 20 story	500,000 gsf	500,000 gsf	Commercial/Retail	4.7 far	Parking	1,667 spaces (approx.)	22%	Open Space Acres



UMU DISTRICT SUMMARY		
ZONING		UMU
GROSS DEVELOPMENT AREA		103.6 AC
GROSS BLOCK AREA		66.8 AC
GROSS EASEMENT/R.O.W. AREA		36.8 AC
PARK AREA		8.7 AC
NET DEVELOPABLE AREA		58.2 AC
PRIMARY RESIDENTIAL USE	61%	3,157,510 sf
OFFICE USE (SECONDARY)	24%	1,300,000 sf
ENTERTAINMENT/RETAIL USE (TERTIARY)	6%	311,000 sf
HOTEL USE (TERTIARY)	4%	185,000 sf
SERVICE USE (TERTIARY)	5%	240,000 sf
TOTAL	100%	5,193,510 sf
MF UNIT COUNT		2300 units
SF UNIT COUNT		500 units
INDEPENDENT LIVING UNIT COUNT		300 units
MF RESIDENTIAL DENSITY		119.1 units/acre
SF RESIDENTIAL DENSITY (AVG.)		28.0 units/acre
INDEPENDENT LIVING DENSITY		105.8 units/acre
AVERAGE TOTAL RESIDENTIAL DENSITY		82.1 units/acre
PUBLIC OPEN SPACE		
	BLOCK O	1.9 AC
	BLOCK R	1.6 AC
	BLOCK Y	3.6 AC
	BLOCK Z	1.6 AC
	TOTAL	8.7 AC
LOT COVERAGE (APPROX.)		65%
FLOOR AREA RATIO (GSF/GROSS BLOCK)		2.00
SF GARAGE PARKING		1,000
SF ON STREET PARKING		294
OTHER ON STREET PARKING		413
SURFACE PARKING (BLOCK Q)		300
INDEPENDENT LIVING GARAGES		300
MULTI-FAMILY PARKING GARAGES		2,954
OFFICE PARKING GARAGES		4,089
OFFICE SURFACE PARKING		244
MALL PARKING GARAGES		1,639
TOTAL PARKING COUNT		11,233
DEVELOPMENT PLAN		
COLLIN CREEK		
103.615 ACRES OUT OF THE		
JOSEPH KLEPPER SURVEY,		
ABSTRACT NO. 213		
SAMUEL KLEPPER SURVEY,		
ABSTRACT NO. 216		
IN THE		
CITY OF PLANO		
COLLIN COUNTY, TEXAS		
OWNER		
MM CCM 12S LLC		
MM CCM 13MC LLC		
MM CCM 48M LLC		
1800 VALLEY VIEW LANE, SUITE 300		
FARMERS BRANCH, TEXAS 75234		
469-892-7200		
JC PENNEY CO INC. NATIONAL RETAIL		
LARRY SMITH PROPERTIES LP		
6501 LEGACY DRIVE PAUL E. BAYER		
PLANO, TX 75024 450 S ORANGE AVE, STE 900		
972-431-1000 ORLANDO, FL 32801		
800-666-7348		
DEVELOPER'S REPRESENTATIVE		
FOR JC PENNEY		
KIMLEY-HORN		
KEVIN GASKEY		
13455 NOEL ROAD, SUITE 700		
DALLAS, TX 75240		
972-770-3008		
PREPARED BY		
CORWIN ENGINEERING, INC.		
200 W. BELMONT, SUITE E		
ALLEN, TEXAS 75013		
972-396-1200		
WARREN CORWIN		

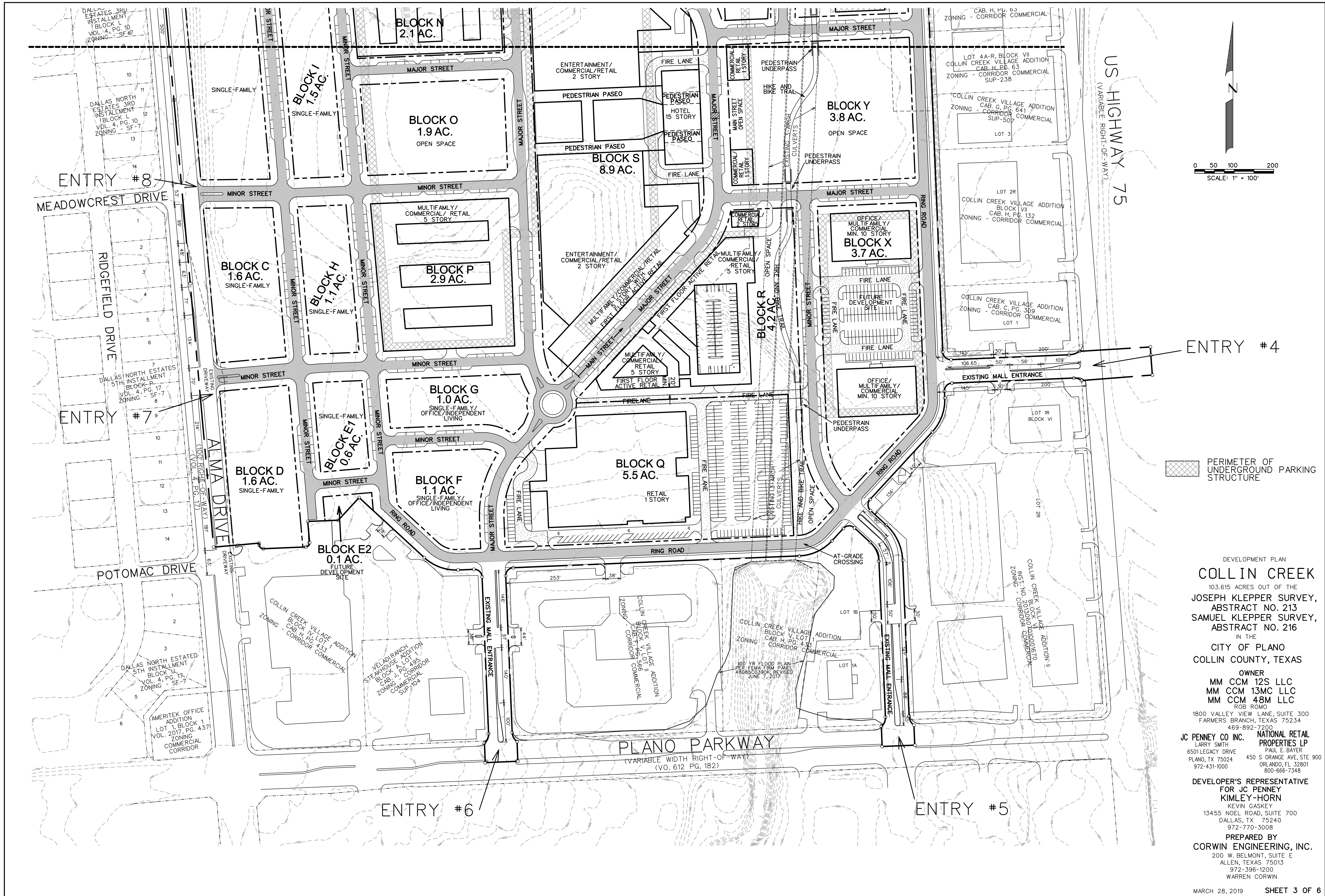
- NOTES:
1. PARKING TOTALS AND LOCATIONS ARE APPROXIMATE ON THE DEVELOPMENT PLAN, BUT WILL BE VERIFIED AS ACCURATE AND REQUIRED TO MEET UMU DISTRICT STANDARDS AT THE TIME OF PRELIMINARY SITE PLAN APPROVAL.
 2. AN EFFORT WILL BE MADE TO REUSE THE SANGER-HARRIS MOSAIC.
 3. INTERSECTION GEOMETRY SHALL BE DETERMINED AT THE PRELIMINARY SITE PLAN STAGE. ADDITIONAL RIGHT OF WAY DEDICATION MAY BE REQUIRED.
 4. PHASING SHOULD PROGRESS AS NOTED, HOWEVER, ONE PHASE DOES NOT NEED TO BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY SUBSEQUENT PHASE.
 5. AN EFFORT WILL BE MADE TO OBTAIN EASEMENTS OR ADDITIONAL RIGHT-OF-WAY FROM ADJACENT PROPERTY OWNERS IN ORDER TO PROVIDE PEDESTRIAN REFUGE AREAS AND IMPROVED LANDSCAPE EDGES AT ENTRYWAYS WHERE THE EXISTING PAVING/CURBING ABUTS THE DEVELOPMENT'S PROPERTY LINE.
 6. ALL STREETS, DRIVES, MEDIAN OPENINGS, TURN LANES AND ASSOCIATED IMPROVEMENTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PLANO'S URBAN MIXED-USE ZONING DISTRICT, THOROUGHFARE STANDARDS RULES & REGULATIONS, AND TxDOT REQUIREMENTS.
 7. THE LOCATION OF PRIVATE AND PUBLIC IMPROVEMENTS MAY BE REFINED AT THE PRELIMINARY SITE PLAN STAGE IN ORDER TO ACCOUNT FOR UTILITY AND DRAINAGE INFRASTRUCTURE DESIGN AND EASEMENT ALLOCATION.
 8. ENHANCED HARDSCAPE TREATMENTS FOR AESTHETIC/PEDESTRIAN SAFETY PURPOSES WILL BE PROVIDED AT STREET AND FIRE LANE TRANSITIONS BETWEEN BLOCKS O, Y AND S.
 9. BALCONIES, SITTING AREAS AND GROUND FLOOR CONNECTIONS WILL BE PROVIDED WITHIN THE BLOCK S PEDESTRIAN PASEOS.



OWNER
MM CCM 12S LLC
#3 MM CCM 13MC LLC
MM CCM 48M LLC
ROB ROMO
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7202
JC PENNEY CO INC. NATIONAL RETAIL
LARRY SMITH PROPERTIES LP
PAUL E. BAYER
1605 LEGACY DRIVE
PLANO, TX 75024 450 S ORANGE AVE, STE 900
972-431-1000 ORLANDO, FL 32801
800-666-7382

**DEVELOPER'S REPRESENTATIVE
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KEVIN GASKEY
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DEVELOPMENT PLAN
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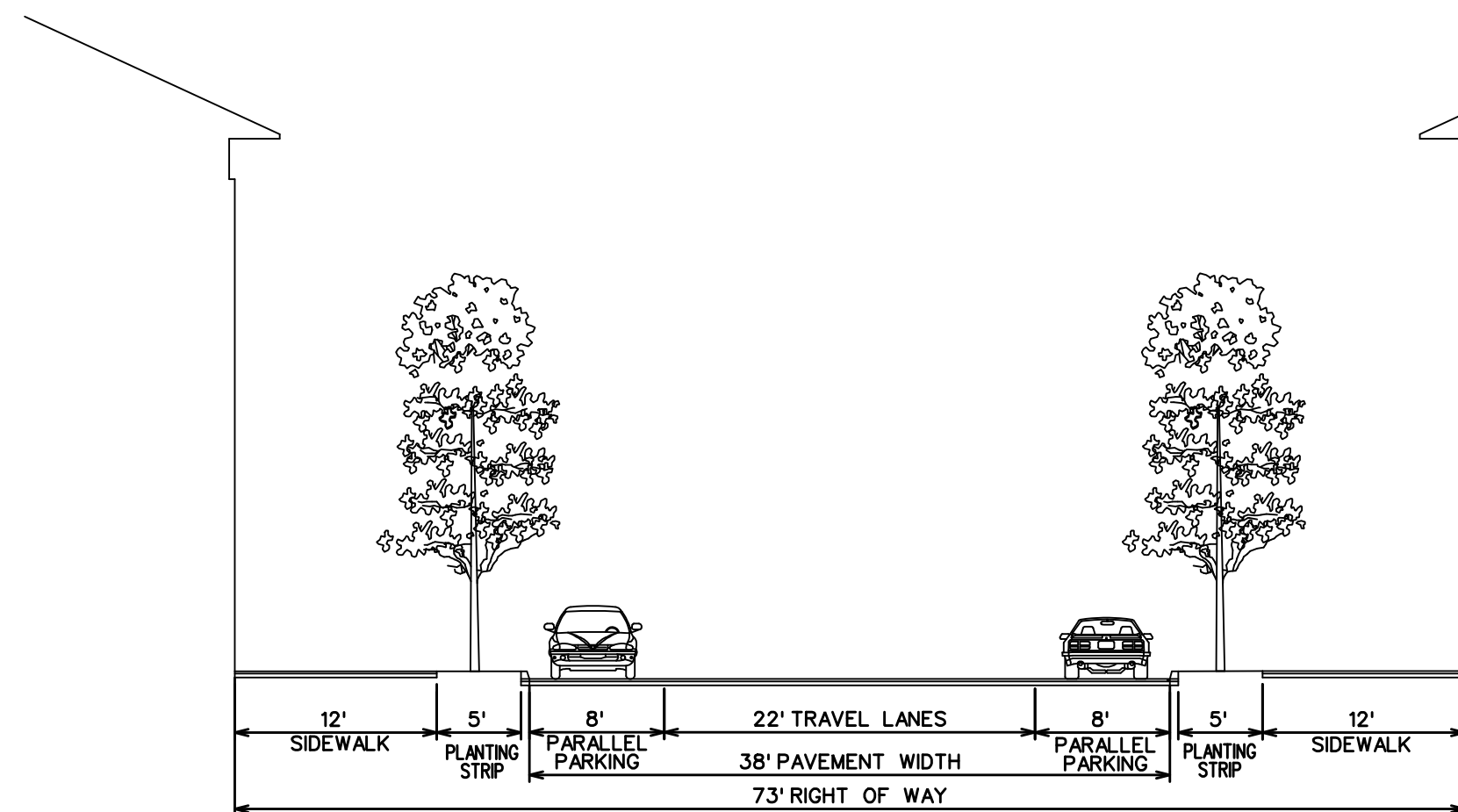
OWNER
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ROB ROMO

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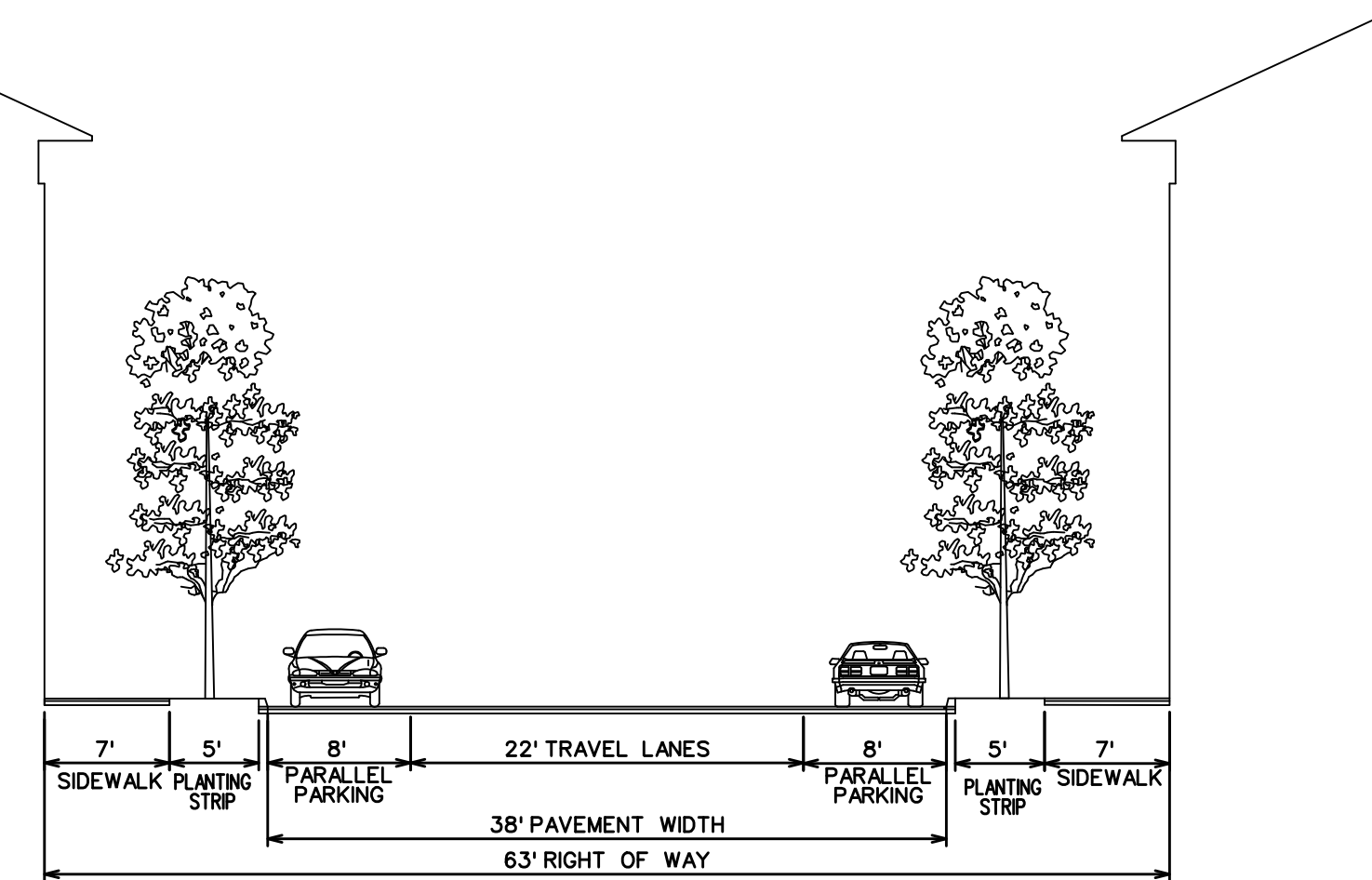
JC PENNEY CO INC. NATIONAL RETAIL
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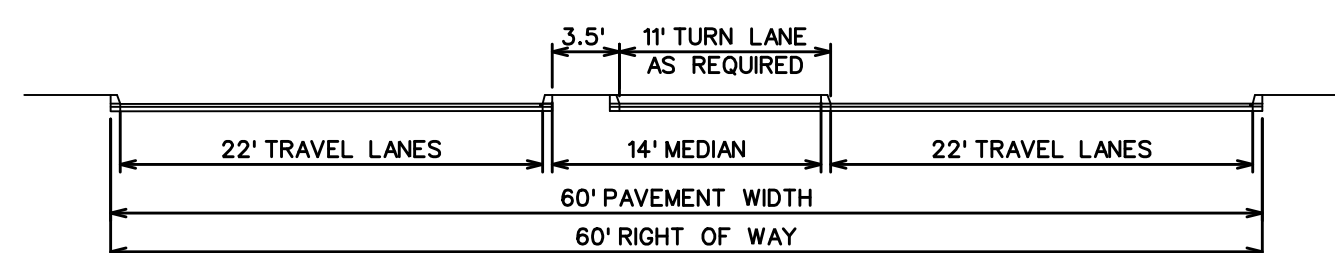
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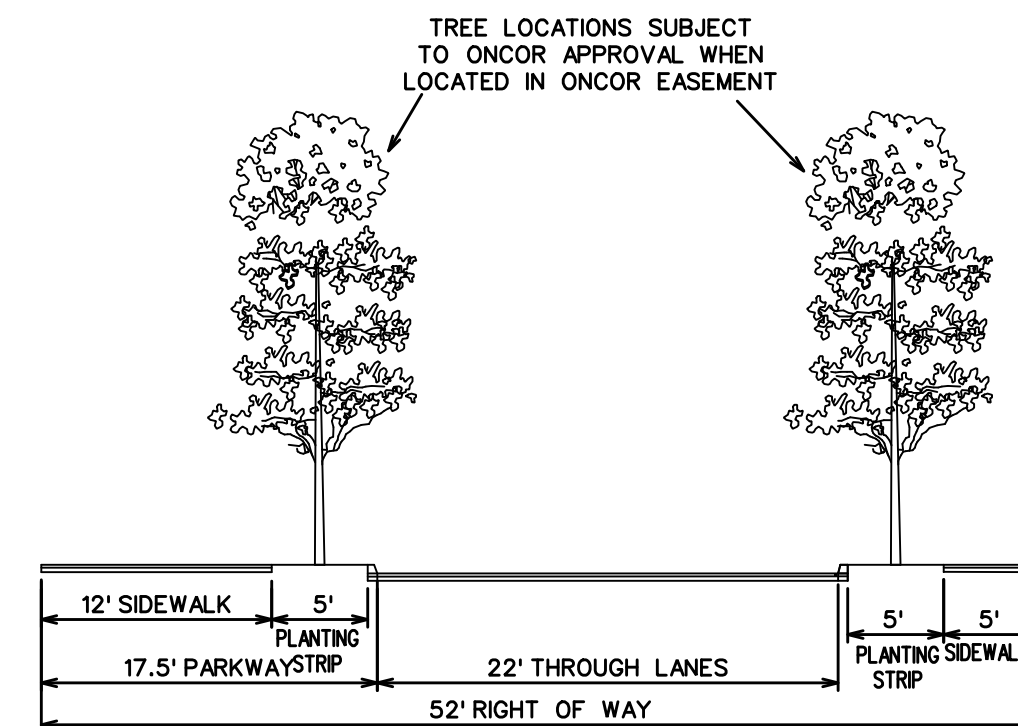
MAJOR STREET-73' RIGHT OF WAY



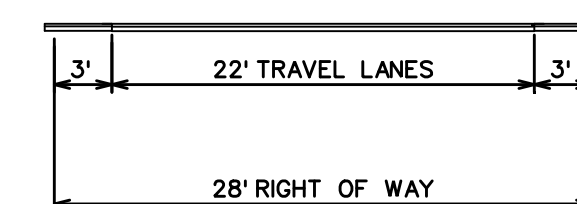
MINOR STREET-63' RIGHT OF WAY



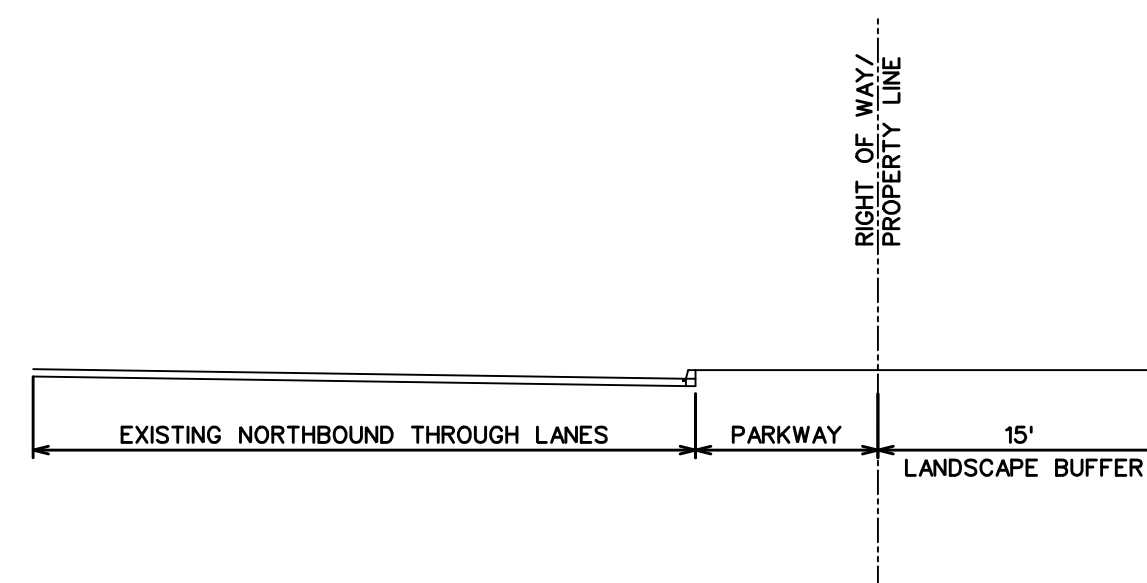
EXISTING MALL ENTRANCE - 60' RIGHT OF WAY



RING ROAD - 50' RIGHT OF WAY

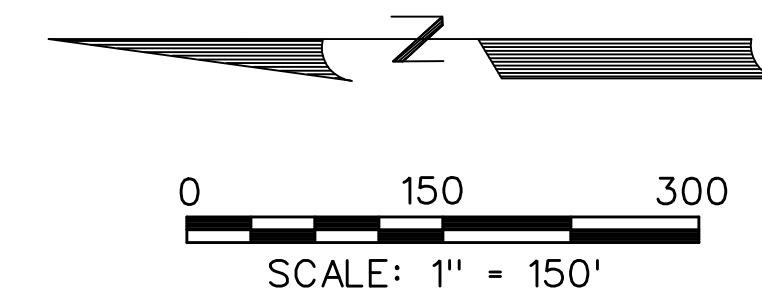


MEWS STREET-28' RIGHT OF WAY



ALMA DRIVE

STREET CROSS SECTIONS
COLLIN CREEK
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 JOSEPH KLEPPER SURVEY,
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 OWNER
 MM CCM 12S LLC
 MM CCM 13MC LLC
 MM CCM 48M LLC
 ROB ROMO
 1800 VALLEY VIEW LANE, SUITE 300
 FARMERS BRANCH, TEXAS 75234
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 JC PENNEY CO INC. NATIONAL RETAIL
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 KEVIN GASKEY
 13455 NOEL ROAD, SUITE 700
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 972-770-3008
 PREPARED BY
 CORWIN ENGINEERING, INC.
 200 W. BELMONT, SUITE E
 ALLEN, TEXAS 75013
 972-396-1200
 WARREN CORWIN



- PHASE 1
- PHASE 2
- PHASE 3

PHASING
COLLIN CREEK
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
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SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
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COLLIN COUNTY, TEXAS

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MM CCM 13MC LLC
MM CCM 48M LLC
ROB ROMO
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

JC PENNEY CO INC. NATIONAL RETAIL PROPERTIES LP
LARRY SMITH
6501 LEGACY DRIVE
PLANO, TX 75024
972-431-1000

PAUL E. BAYER
450 S ORANGE AVE, STE 900
ORLANDO, FL 32801
800-666-7348

DEVELOPER'S REPRESENTATIVE FOR JC PENNEY KIMLEY-HORN
KEVIN GASKEY
13455 NOEL ROAD, SUITE 700
DALLAS, TX 75240
972-770-3008

PREPARED BY CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN



HEIGHT RESTRICTIONS
COLLIN CREEK
103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
IN THE
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COLLIN COUNTY, TEXAS

OWNER
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MM CCM 13MC LLC
MM CCM 48M LLC
ROB ROMO

1800 VALLEY VIEW LANE, SUITE 300
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JC PENNEY CO INC. NATIONAL RETAIL
LARRY SMITH PROPERTIES LP
6501 LEGACY DRIVE PAUL E. BAYER
PLANO, TX 75024 450 S ORANGE AVE, STE 900
972-431-1000 ORLANDO, FL 32801
800-666-7348

DEVELOPER'S REPRESENTATIVE
FOR JC PENNEY
KIMLEY-HORN
KEVIN GASKEY
13455 NOEL ROAD, SUITE 700
DALLAS, TX 75240
972-770-3008

PREPARED BY
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200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN

Requested UMU Exceptions

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein. Where an approved development plan conflicts with an adopted regulation and no variance or exception is expressly approved, the UMU regulation shall apply.

10.700.2 Permitted Uses - Uses in Addition to Those Permitted in the UMU

Use Category	Use Type	Allowed	Restrictions	Blocks
Accessory and Incidental Uses	Car Wash	P	Limited to parking garage only	M, N, P – X, Z
	Concrete/Asphalt Batch Plant (Temp.)	36		All except A-D
Educational, Institutional, Public and Special Uses	Community Center	P		All
	Fire Station/Public Safety Building	P		X, Z
	Helistop	S		S, X, Z
	Independent Living	P	Sec. 13.200.3 shall not apply Sec. 13.300.2 shall not apply Sec. 15.1300.3-15.1300.5 shall not apply	M, N, P – X, Z
	Private Recreation Facility	P		All
Residential Uses	Single-Family Residence (Detached)	P		A – L
	Two-Family Residence	P	Sec. 9.1100 shall not apply	A – L
Retail Uses	Shopping Center	P		Q, S
	Superstore	P	No drive-through windows	Q
Service Uses	Amusement, Commercial (Outdoor)	S		X, Z
	Arcade	P		M, N, P – X, Z
	Artisan's Workshop	P		M, N, P – W
	Business Service	P		M, N, P – X, Z
	Cabinet/Upholstery Shop	P		S
	Food Truck Park	P		M – Z
	Kennel (Indoor)/Commercial Pet Sitting	P		Q, S
	Veterinary Clinic	P		Q, S
Transportation, Utility, Communication Uses	Electrical Substation	S		X, Z
Vehicle and Related Uses***	Motorcycle Sales & Service	P	Indoor only/No repair services	Q, S
	Vehicle Dealer (New)	P	Indoor only/No repair services	Q, S
	Vehicle Leasing and Renting	P	Parking of vehicles in garage only/No repair services	Q, S

P = Use permitted in block(s) indicated

S = Use may be approved in block(s) indicated upon approval of a specific use permit (See Sec. 6.100)

Numbers = Additional conditions/restrictions apply. See the Table Notes in Sec. 14.300

***** = Vehicle and Related Uses are limited to a total allocation of 30 parking spaces for inventory storage.**

10.700.3 Area, Yard and Bulk Requirements

See Sec. 10.700.14 for Area, Yard and Bulk Requirements for single-family residences.

10.700.4 Definitions - The following additional and modified definitions shall apply:

Block

An area enclosed or divided by streets, paseos, fire lanes, utility easements, and/or transit rights-of-way on all sides, excluding divisions created by alleys, and service drives.

Paseo

An outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services as needed.

Pattern Book

A handbook of design standards that provides direction for architectural styles and diversity by building types, building facade materials, porches, alcoves, balconies, public spaces, entryways, windows, roofs and parapets, garages, sidewalks, fencing, lighting, outdoor seating, streetscape, and landscaping.

Smaller Usable Open Space

An open space area in a single-family block designed and intended to be used by the public for outdoor living and/or passive recreation.

10.700.9 B. Additional Use Regulations

The 30 dwelling units per acre restriction shall not apply to single-family development.

10.700.10 Streets and Sidewalks

B.vi. Paseo - (minimum width of 28 feet with a minimum 12-foot wide sidewalk)

D. Block Size - See Exceptions by Designated Block

E. Block Length - See Exceptions by Designated Block

G. Street Trees

Street trees may not be provided if prohibited by a utility easement.

H. Sidewalks

Required minimum widths for clear pedestrian paths may be modified by the Director of Planning or designee in unique circumstances and in keeping with the intent of the district.

10.700.11 Usable Open Space

C. Single-family residences are exempt from Sec. 13.800.

D. Smaller usable open space areas must be no larger than three acres or smaller than 1,800 square feet and must have a minimum width of 30 feet and a minimum length of 60 feet.

10.700.13 Building Placement and Design

D. Nonresidential space must have a minimum floor-to-ceiling height of 12 feet on the ground floor only.

10.700.14 Single-Family Regulations

A. The following area, yard, and bulk requirements shall apply to all single-family residential development in the UMU district unless otherwise expressly stated:

Description	Single-Family Residences (Attached)	Single-Family Residence (Detached) and Two Family Residence
Minimum Lot Area	700 square feet	800 square feet
Maximum Lot Area	4,000 square feet	4,000 square feet
Minimum Lot Width	20 feet (see D.iii. below)	20 feet (see D.iii. below)
Maximum Lot Width	40 feet (see D.iv. below)	40 feet (see D.iv. below)
Minimum Lot Depth	35 feet	35 feet
Front Yard Setbacks	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
Side Yard Setbacks		
Interior Lot	None	0 – 3 feet (as further defined below)
Corner Lot	Same as front	Same as front
Minimum Rear Yard	None	None
Minimum Height	1 story	1 story
Maximum Height	3 story, 50 feet (See D.ii. below)	3 story, 50 feet (See D.ii. below)
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	60% (See D.v. below)	60% (See D.v. below)

- B. Each dwelling unit shall be on an individually-platted lot, except for two family dwellings which may be platted in pairs.
- C. All utilities shall be provided separately to each two family dwelling unit such that each unit is individually metered.
- D. Standards for Allocation of Single-Family Residences.
 - i. No more than 75% of the lots within the development may be developed as single-family residence attached units. Two-family residences shall be considered single-family detached residences.
 - ii. A minimum of 25% of the lots must be developed with a maximum height of 2 story, 35 feet.
 - iii. A maximum of 50 residences may have a minimum lot width between 18 to less than 20 feet.
 - iv. A maximum of 50 residences may have a maximum lot width of 50 feet.
 - v. Units at the end of the block may have a reduced lot coverage where impacted by site constraints.
- E. Outdoor living areas, patios, and or decks are allowed above the second and third stories of buildings but shall not exceed the maximum building height.
- F. Maximum density must not exceed 40 dwelling units per acre.
- G. Minimum density must be 18 dwelling units per acre or greater.
- H. Maximum length of single-family residence attached buildings must not exceed 200 feet.
- I. Stoops and landscape areas adjacent to the building may extend a maximum distance of five feet into the area between the front facade of the building and the back of the street curb.
- J. Garages and Visitor Parking
 - i. Each dwelling unit shall have a garage with a minimum of two parking spaces. A maximum of 50 residences having not more than 1500 square feet and not more than 1.5 stories may have a garage with one parking space.

- ii. Tandem garage spaces are allowed.
 - iii. Single-family residence garages shall not be oriented toward a minor or major street, ring road, or open space.
 - iv. Garage entrances shall be allowed only from a mews street or alley.
 - v. The distance from the garage to the travel lane of the alley or mews street shall be 5 or less feet in length or shall be 20 feet or greater in length.
 - vi. Elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
 - vii. 0.25 spaces per dwelling unit fronting a street with on-street parking and 0.75 spaces per dwelling unit fronting a mews (or similar street without on-street parking) for visitor parking is required within each block or an adjacent block. A parking study to consider alternative parking requirements may be utilized if approved by both the Director of Planning and Director of Engineering or designees.
- K. Buildings Separation and Easements:
- i. Single-family residence attached buildings must be separated by a minimum distance of 10 feet.
 - ii. Single-family residence detached and two-family residences must be separated by a minimum distance of three feet. A minimum 3-foot wide maintenance easement must be placed between lots to allow for property owner maintenance; the easement may be split between lots as long as the minimum three-foot distance is provided.
- L. Access and Frontage:
- i. No more than 50% of the lots within a development may abut a mews street or access a utility easement as the only point of street frontage and access.
 - ii. Lots may take access from a public street, mews street, or access and utility easement when utilizing a shared driveway.
 - iii. The frontage of any lot may be reduced to nine feet if it is a flag lot to a mews street.
- M. Single-family residential lots are not required to have yard trees as part of the residential development.

10.700.15 Additional Requirements and Restrictions

- A. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access, except where single-family residences abut a major thoroughfare or non-residential district that is not a part of the UMU development. Fencing would be subject to approval of the Director of Planning or designee.
- B. The second building constructed and all subsequent buildings may not be further than 300 feet from another building. Construction of another phase of construction may begin before completion of a preceding phase.
- C. Signage located along exterior public rights-of-way must comply with Subsection 22.600 (Requirements for Freestanding Signs Located within an Overlay District) of Article 22 (Signs). All signage internal to the development must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 Downtown/Business Government) of Article 10 (Nonresidential Districts).

- D. The landscape edge along Alma Drive may be reduced to 15 feet.
- E. Maximum Building Height: Within 400 feet of Alma Drive, the maximum building height shall be 50 feet. Between 400 and 800 feet from Alma Drive, the maximum building height shall be 75 feet.
- F. A Pattern Book shall be approved by the Planning & Zoning Commission as part of the site plan approval process for all phases of development.
- G. This district is exempted from restrictions in Section 13.500 (Yard Regulations) wherever the BG or CB-1 districts are exempted.
- H. Blocks A, D, E, F, K, L, U, and V may be excluded from the residential district boundary line benefits in Section 13.500.2.N, .3.I, and .4.D (Yard Regulations). This exclusion is triggered only when an adjacent property's development application includes this provision as a note on the plan.

Exceptions by Designated Block:

Block B

- i. Maximum Block Length: 1,000 feet if mews or other streets, and adequate internal pedestrian access is provided
- ii. Maximum Block Size: 3.6 acres

Block K

- i. Minimum Freestanding Nonresidential Building size: None
- ii. Minimum Building Height: One story

Block Q

If developed as a Superstore, the following exceptions shall apply:

- i. Maximum Block Length: 800 feet
- ii. Maximum Block Size: 5.5 acres
- iii. Minimum Lot Coverage: 30%
- iv. Maximum Single-Tenant Ground Floor: 100,000 square feet
- v. The building is not required to be lined with individual store fronts
- vi. Building setbacks: None

Block R

- i. Maximum Block Length: 900 feet
- ii. Maximum Block Size: 4.2 acres
- iii. Minimum Freestanding Nonresidential Building Size: None
- iv. Minimum Building Height: One story

Block S

- i. Maximum Block Length: 1,320 feet if two paseos are provided
- ii. Maximum Block Size: 8.9 acres
- iii. The 60% requirement for uses along the main street may include primary, secondary, and tertiary uses

Block W

- i. Maximum Block Size: 3.2 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block X

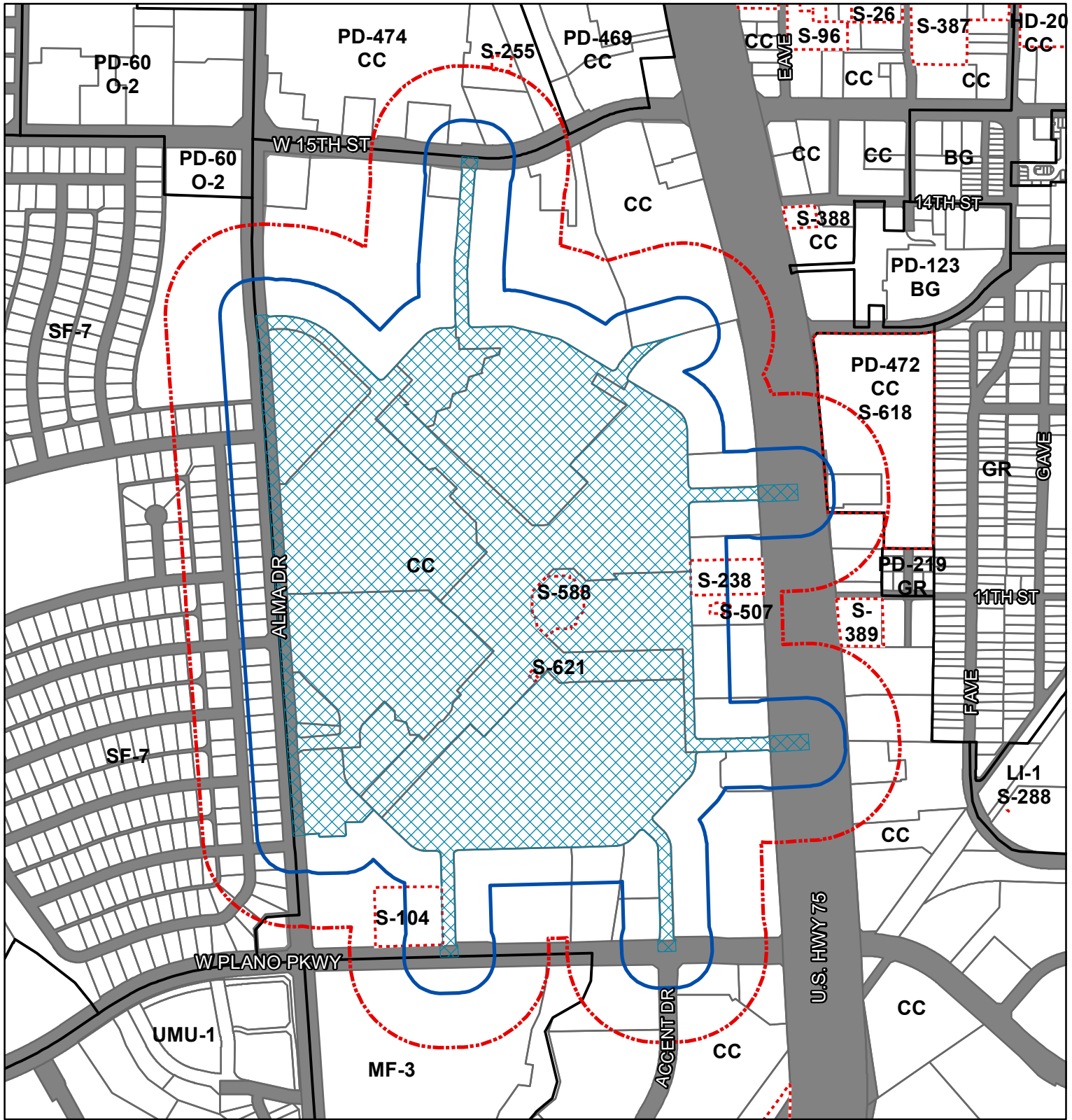
- i. Maximum Block Length: 790 feet
- ii. Maximum Block Size: 3.7 acres
- iii. Minimum Lot Coverage: 30%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet

Block Y

- i. Maximum Block Size: 3.8 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block Z

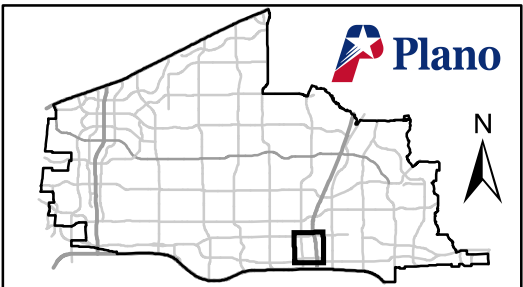
- i. Maximum Block Length: 810 feet
- ii. Maximum Block Size: 4.1 acres
- iii. Minimum Lot Coverage: 22%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet



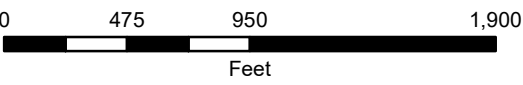
Zoning Case: 2018-034

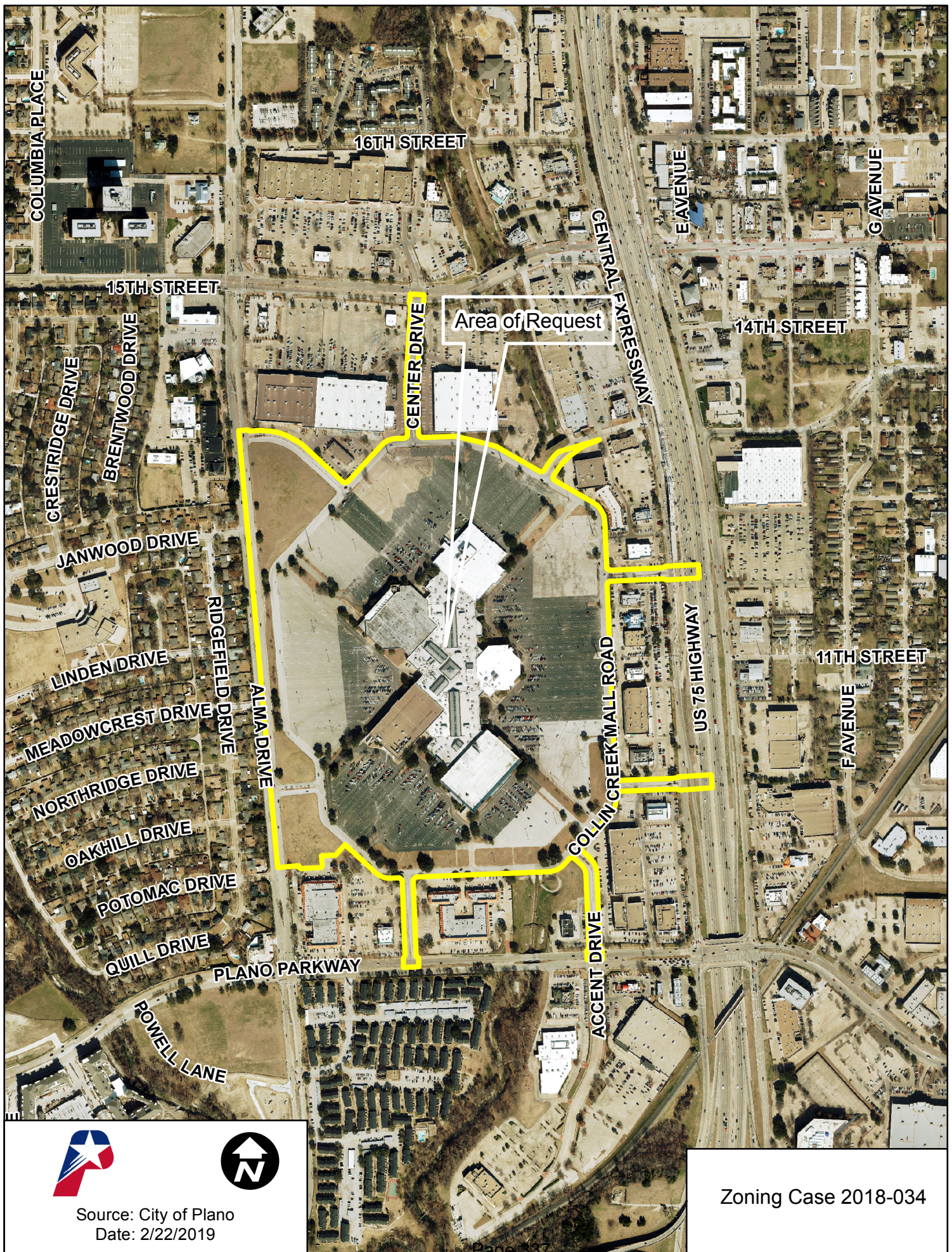
Existing Zoning: Corridor Commercial with Specific Use Permit No. 588 for Arcade and No. 621 for Day Care Center (CC w/ S-588 & S-621)

Proposed Zoning: Urban Mixed-Use (UMU)



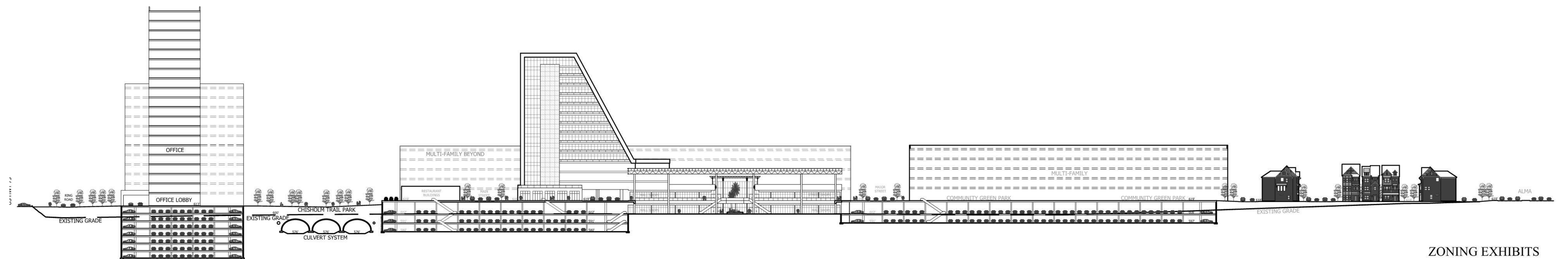
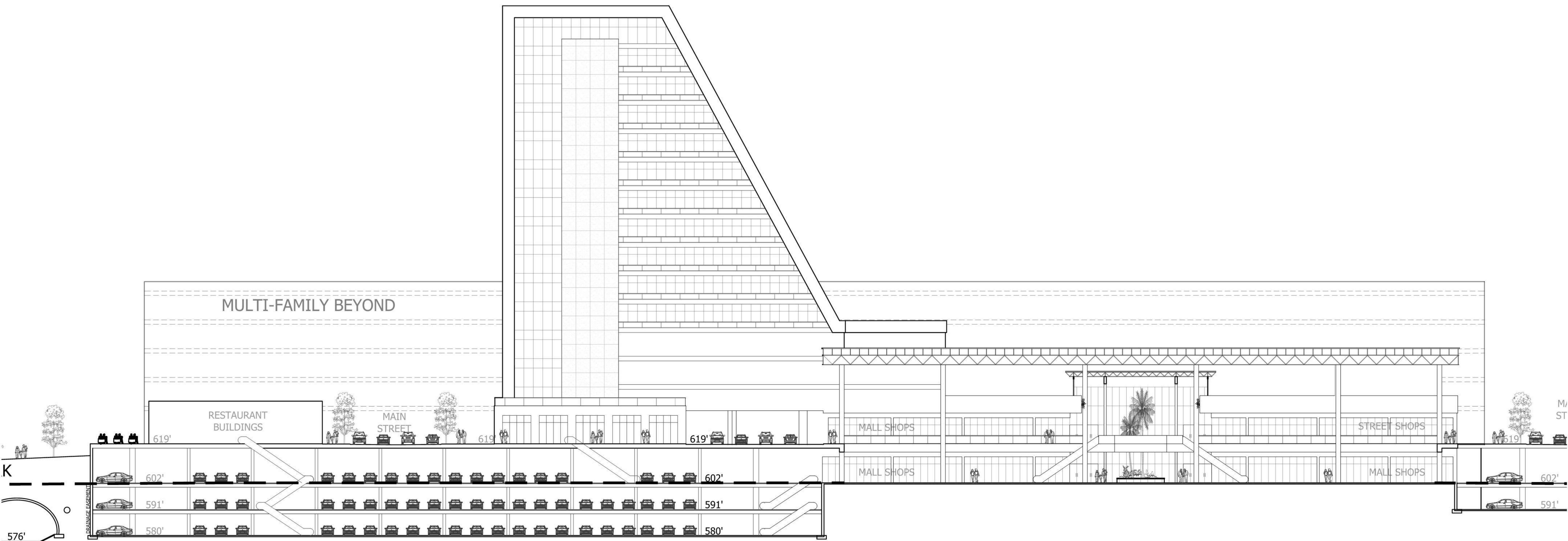
- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Specific Use Permit
- Streets





Source: City of Plano
Date: 2/22/2019

Zoning Case 2018-034



FOR ILLUSTRATIVE PURPOSES ONLY

ZONING EXHIBITS
COLLIN CREEK MALL
SITE CROSS SECTION
CITY OF PLANO
COLLIN COUNTY, TEXAS
SCALE: N.T.S.





March 14, 2019

City of Plano
Ken Schmidt, Planning Department
1520 K Avenue, Suite 250
Plano, Texas 75074

RE: ZC2018-034

Dear Mr. Schmidt:

You have inquired as to the capacities and enrollment projections for the schools impacted by ZC 2018-034.

The following table provides both enrollment and capacity figures.

School	2018/19 Enrollment (Actual)	2019/20 Enrollment (Projected)	2020/21 Enrollment (Projected)	2021/22 Enrollment (Projected)	2022/23 Enrollment (Projected)	Program Capacity	Functional Capacity
Sigler	420	409	402	418	446	720	612
Wilson	809	821	835	828	813	1470	1249
Vines	1029	1030	987	1011	1030	2165	1841
Plano Senior HS	2743	2614	2513	2507	2401	3494	2970

The enrollment figures are derived from our most recent demographer's report. The 2018/19 column represents actual enrollment as of October 2018. All other enrollment figures are projected and are based on City zoning as it existed in the fall of 2018. The impact of any zoning changes since that time (including this requested rezoning) are not yet factored into the projections.

Program capacity figures are based on current building floor plans, and the application of the District's maximum class size to every standard classroom. 22 students max for Kindergarten and Grades 1 through 4, 26 max for Grade 5, and 28 max at the Secondary level.

Functional capacity figures recognize there will always be inherent/uncontrollable inefficiencies in classroom utilization. For instance, as mentioned above, the District limits class sizes in kindergarten through grade 4 to a maximum of 22 students. If a building has three first grade classrooms, it can accommodate up to 66 students (Program Capacity). However, if only 54 students are enrolled in first grade, each class will actually only serve 18 students. The additional capacity of 12 students (66-54) is not utilized as it is not available to other grades or other campuses. In recognition of this variable, the functional capacity is calculated at 85% of the program capacity.

Sincerely,

Randy McDowell
Chief Financial Officer
Plano ISD

Zoning Case 2018-034

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of April 2019, for the purpose of considering rezoning 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of April 2019; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 103.6 acres of land out of the Joseph Klepper Survey, Abstract No. 213, and the Samuel Klepper Survey, Abstract No. 216, located on the east side of Alma Drive, 760 feet south of 15th Street in the City of Plano, Collin County, Texas, from Corridor Commercial with Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center to Urban Mixed-Use-3 and rescinding Specific Use Permits No. 588 for Arcade and No. 621 for Day Care Center said property being described in the legal description on Exhibit A attached hereto.

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

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

1. The development plan set forth in Exhibit B is hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.
2. The exceptions set forth in Exhibit C are hereby adopted and shall be made a part of this Ordinance as though fully set forth herein.

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 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 ordinance at the time of passage of this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 22ND DAY OF APRIL 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2018-034

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, in the City of Plano, Collin County, Texas, being all of Lots 1-7, Block A, of the Second Filing of Regional Mall Addition, an addition to the City of Plano, recorded in Cabinet C, Page 319, in the Map Records of Collin County, Texas, said Lots 1-7 being further described as all of three tracts of land described in deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in the Deed Records of Collin County, Texas, all of two tracts of land described in a deed to Primary Properties Corporation, recorded in Volume 3419, Page 192, in said Deed Records, all of a tract of land described in a deed to J.C. Penney Properties, Inc., recorded in Volume 1471, Page 630, in said Deed Records, all of a tract of land described in a deed to SRC Real Estate (TX), LP, recorded in Volume 5570, Page 2202, in said Deed Records, and all of a tract of land described in a deed to National Retail Properties, LP, recorded in Instrument No. 20080804000944490, in said Deed Records, also including all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract A, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, all of a tract of land described as Vacant Property (Tracts 2 and 3) Tract B, in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, and all of a tract of land described as Vacant Property (Tract 1), in a deed to JPMCCM 2001-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records, said tract being more particularly described as follows:

BEGINNING at a PK Nail set at a northwest corner of said Regional Mall Addition, same being the southwest corner of Lot 1R, Block B, Collin Creek Phase II, an addition to the City of Plano, records in Cabinet P, Page 989, in said Map Records, being in the east line of Alma Drive (called 100-foot right-of-way), said point also being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 25 minutes 51 seconds;

THENCE with the northerly line of said Regional Mall Addition and the south line of said Collin Creek Phase II, an arc distance of 23.26 feet (Chord Bearing South 72 degrees 51 minutes 54 seconds East 22.68 feet), to an "X" found in concrete at the point of tangency;

THENCE North 84 degrees 55 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 19.73 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 360.00 feet and a central angle of 47 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 299.81 feet (Chord Bearing South 71 degrees 13 minutes 20 seconds East 291.22 feet) to a 1/2-inch iron rod found at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 275.51 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 87 degrees 38 minutes 10 seconds East 28.28 feet), to a Magnail set at the point of tangency;

THENCE North 42 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 267.84 feet to a nail found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing North 65 degrees 08 minutes 10 seconds East 91.46 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, a distance of 44.00 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the south line of said Collin Creek Phase II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 42 degrees 38 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the east line of said Lot 1R

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the northerly line of said Regional Mall Addition and with the east line of said Collin Creek Phase II, a distance of 199.99 feet to a nail found at the point of curvature of a curve to the right, having a radius of 1,030.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE, continuing with the northerly line of said Regional Mall Addition and the east line of said Collin Creek Phase II, an arc distance of 108.01 feet (Chord Bearing North 00 degrees 38 minutes 25 seconds East 107.96 feet) to a PK Nail set at the point of tangency;

THENCE North 03 degrees 38 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the east lines of said Collin Creek Phase II and Lot 3R, Block B, Collin Creek Phase II, an addition to the City of Plano, recorded in Cabinet H, Page 408, in said Map Records, a distance of 392.14 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 41 degrees 45 minutes 15 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the east line of said Lot 3R, an arc distance of 21.86 feet (Chord Bearing North 17 degrees 13 minutes 58 seconds West 21.38 feet), to a PK Nail set at the northeast corner of said Lot 3R, being in the south line of FM 544 15th Street (100-foot right-of-way)

THENCE North 03 degrees 38 minutes 40 seconds East, for a distance of 50.00 feet to the centerline of said FM 544 15th Street, to a PK Nail set;

THENCE, South 86 degrees 21 minutes 20 seconds East, for a distance of 76.34 feet to a PK Nail set;

THENCE, South 03 degrees 38 minutes 40 seconds West for a distance of 50.00 feet to a PK Nail set at the northwest corner of Pace Addition, an addition to the City of Plano, recorded in Cabinet K, Page 90, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 44 degrees 49 minutes 28 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 23.47 feet (Chord Bearing South 26 degrees 03 minutes 24 seconds West 22.88 feet), to a PK Nail set at the point of tangency;

THENCE South 03 degrees 38 minutes 40 seconds West, continuing with the northerly line of said Regional Mall Addition and the west line of said Pace Addition, a distance of 390.97 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius 970.00 feet and a central angle of 06 degrees 00 minutes 30 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 101.72 feet (Chord Bearing South 00 degrees 38 minutes 25 seconds West 101.67 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, a distance of 200.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and with the west line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency, being in the south line of said Pace Addition;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 162.94 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 84 degrees 14 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 76 degrees 06 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 194.97 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 16 degrees 15 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 33.89 feet (Chord Bearing South 67 degrees 59 minutes 20 seconds East 33.78 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, a distance of 258.64 feet to an "X" set in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing North 75 degrees 08 minutes 10 seconds East 28.28 feet), to an "X" set in concrete at the point of reverse curvature of a curve to the right, having a radius of 485.36 feet and a central angle of 15 degrees 04 minutes 59 seconds;

THENCE continuing with the northerly line of said Regional Mall Addition and the south line of said Pace Addition, and with said curve to the right, an arc distance of 127.77 feet (Chord Bearing North 37 degrees 40 minutes 40 seconds East 127.40 feet), to a PK Nail set at the southeast corner of said Pace Addition, being in the south line of Dallas North Shopping Center 1988 Addition, an addition to the City of Plano, recorded in Cabinet H, Page 399, in said Map Records;

THENCE North 74 degrees 00 minutes 40 seconds East, continuing with the northerly line of said Regional Mall Addition and with the south line of said Dallas North Shopping Center, a distance of 233.76 feet to a PK Nail set in the northerly line of Janwood Addition, an addition to the City of Plano, recorded in Cabinet G, Page 723, in said Map Records, said point being on a curve to the left, having a radius of 425.36 feet and a central angle of 43 degrees 52 minutes 32 seconds;

THENCE with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition and with said curve to the left, an arc distance of 325.73 feet (Chord Bearing South 52 degrees 04 minutes 26 seconds West 317.83 feet) to a 5/8-inch iron rod found at the point of compound curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 14 degrees 52 minutes 00 seconds East 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 59 degrees 51 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the westerly line of said Janwood Addition, a distance of 244.36 feet to an "X" set in concrete at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 57 degrees 30 minutes 07 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 119.93 feet (Chord Bearing South 31 degrees 06 minutes 46 seconds East 114.96 feet), to a 5/8-inch iron rod found at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, a distance of 251.22 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the westerly line of said Janwood Addition, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet), to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Janwood Addition, a distance of 276.94 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 40 minutes 53 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Janwood Addition, an arc distance of 28.52 feet (Chord Bearing North 71 degrees 17 minutes 44 seconds East 28.13 feet), to a PK Nail set at the southeast corner of said Janwood Addition, being in the west line of US Highway 75 (variable width right-of-way);

THENCE, North 86 degrees 38 minutes 32 seconds East, for a distance of 180.00 feet, to the centerline of said US Highway 75;

THENCE, South 03 degrees 21 minutes 28 seconds East, along the centerline of said US Highway 75, for a distance of 75.18 feet, to a point;

THENCE, South 86 degrees 38 minutes 32 seconds West, departing said centerline for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Lot 5R, Block VII of Collin Creek Village Addition, an addition to the City of Plano, recorded in Volume 2019, Page 94, in said Map Records, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 41 minutes 57 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, an arc distance of 21.31 feet (Chord Bearing North 72 degrees 00 minutes 52 seconds West 20.86 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, a distance of 285.68 feet to a 1/2-inch iron rod with cap stamped "DUNAWAY" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds,

THENCE continuing with the easterly line of said Regional Mall Addition and with the north line of said Lot 5R, and with said curve to the left, arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to 1/2-inch iron with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Lot 5R, with the west lines of Lot 4A-R and 4B, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet H, Page 63, in said Map Records, of Lot 3, Block VII, of said Collin Creek Village Addition recorded in Cabinet G, Page 641, of Lot 2R, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded Cabinet H, Page 132, in said Map Records, and of Lot 1, Block VII, of Collin Creek Village Addition, an addition to the City of Plano, recorded in Cabinet C, Page 309, in said Map Records, a distance of 1,053.64 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the west line of said Lot 1, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 47 degrees 21 minutes 50 seconds East 28.28 feet) to an "X" found in concrete at the point of tangency;

THENCE North 87 degrees 38 minutes 10 seconds East, continuing with the easterly line of said Regional Mall Addition and with the south line of said Lot 1, a distance of 299.54 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 32 degrees 21 minutes 38 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the south line of said Lot 1, an arc distance of 28.24 feet (Chord Bearing North 71 degrees 27 minutes 21 seconds East 27.87 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southeast corner of said Lot 1, being in the west line of said US Highway 75;

THENCE, North 86 degrees 31 minutes 30 seconds East, for a distance of 180.00 feet, to a point in the centerline of said US Highway 75;

THENCE, South 03 degrees 28 minutes 30 seconds East, along the centerline of said US Highway 75, for a distance of 21.27 feet;

THENCE, South 04 degrees 25 minutes 20 seconds East, continuing along said centerline, for a distance of 50.06 feet;

THENCE, South 85 degrees 34 minutes 40 seconds West, departing said centerline, for a distance of 180.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of Collin Creek Village Addition II, an addition to the City of Plano, recorded in Instrument No. 20130607010001670, in the Deed Records of Collin County, Texas, said point being on a curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 05 minutes 16 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the north line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 20.99 feet (Chord Bearing North 72 degrees 19 minutes 12 seconds West 20.56 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition II, a distance of 309.28 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition, with the northwesterly line of said Collin Creek Village Addition II and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to an "X" set in concrete at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 17.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 20 degrees 08 minutes 10 seconds West 91.46 feet) to an "X" found in concrete at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, a distance of 233.03 feet to a Magnail set at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the northwesterly line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 02 degrees 21 minutes 50 seconds East 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 47 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition II, a distance of 54.29 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 129.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, an arc distance of 101.32 feet (Chord Bearing South 24 degrees 51 minutes 50 seconds East 98.73 feet), to a Magnail set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 38 minutes 33 seconds;

THENCE continuing with the easterly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition II, and with said curve to the left, an arc distance of 27.04 feet (Chord Bearing South 28 degrees 11 minutes 06 seconds East 26.13 feet), to an "X" set in concrete at the southeast corner of said Regional Mall Addition, being in the north line of Plano Parkway (variable width right-of-way);

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 50.56 feet, to centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.73 feet;

THENCE, North 02 degrees 19 minutes 44 seconds West, departing said centerline, for a distance of 50.54 feet, to an "X" set in concrete, being on curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, and with said curve to the left, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 24 minutes 58 seconds East 26.10 feet), to a Magnail set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 395.67 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the left, having a radius of 69.00 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the left, an arc distance of 54.19 feet (Chord Bearing North 24 degrees 51 minutes 50 seconds West 52.81 feet), to a PK Nail set at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and with the east line of Collin Creek Village Addition Block V, Lot 1, a distance of 54.29 feet to a 5/8-inch iron rod with cap stamped "STANTEC" found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the north line of said Collin Creek Village Addition Block V, Lot 1, an arc distance of 31.42 feet (Chord Bearing South 87 degrees 38 minutes 10 seconds West 28.28 feet), to a Magnail set at the point of tangency;

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V, Lot 1, a distance of 42.63 feet to a Magnail set at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of Collin Creek Village Addition Block V, Lot 1, and with said curve to the right, an arc distance of 93.86 feet (Chord Bearing South 65 degrees 08 minutes 10 seconds West 91.45 feet), to a Magnail set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and the north lines of said Collin Creek Village Addition Block V, Lot 1, and Collin Creek Village Addition Block V, Lot II, an addition to the City of Plano, recorded in Cabinet F, Page 566, in said Map Records, a distance of 725.84 feet to an "X" found in concrete at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the north line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 31.42 feet (Chord Bearing South 42 degrees 38 minutes 10 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 02 degrees 21 minutes 50 seconds East, continuing with the southerly line of said Regional Mall Addition and with the west line of said Collin Creek Village Addition Block V Lot II, a distance of 397.70 feet to a PK Nail set at the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 34 minutes 36 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the west line of said Collin Creek Village Addition Block V Lot II, and with said curve to the left, an arc distance of 27.01 feet (Chord Bearing South 28 degrees 08 minutes 00 seconds East 26.10 feet), to a PK Nail set in the north line of said Plano Parkway;

THENCE South 02 degrees 19 minutes 44 seconds East, for a distance of 49.97 feet, to point in the centerline of said Plano Parkway;

THENCE, South 87 degrees 40 minutes 16 seconds West, along the centerline of said Plano Parkway, for a distance of 82.70 feet;

THENCE North 02 degrees 19 minutes 44 seconds West, departing said centerline for a distance of 49.92 feet, to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set on a curve to the left, having a radius of 30.00 feet and a central angle of 51 degrees 33 minutes 58 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and with the east line of Veladi Ranch Steakhouse Addition, an addition to the City of Plano, recorded in Cabinet J, Page 495, in said Map Records, an arc distance of 27.00 feet (Chord Bearing North 23 degrees 25 minutes 09 seconds East 26.10 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North 02 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the east line of said Veladi Ranch Steakhouse, and with the Collin Creek Village Addition, Block IV, Lot 1, an addition to the City of Plano, recorded in Cabinet H, Page 433, in said Map Records, a distance of 397.70 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the east line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 31.42 feet (Chord Bearing North 47 degrees 21 minutes 50 seconds West 28.28 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the southerly line of said Regional Mall Addition and with northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 40.00 feet to an "X" in concrete found at the point of curvature of a curve to the right, having a radius of 119.50 feet and a central angle of 45 degrees 00 minutes 00 seconds;

THENCE continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, an arc distance of 93.86 feet (Chord Bearing North 69 degrees 51 minutes 50 seconds West 91.46 feet), to a 1-inch iron rod found at the point of tangency;

THENCE North 47 degrees 21 minutes 50 seconds West, continuing with the southerly line of said Regional Mall Addition and the northerly line of said Collin Creek Village Addition, Block IV, Lot 1, a distance of 224.59 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northernmost corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southeast corner of a tract of land described as "Vacant Property - Tract A", in a deed to JPMCCM 2201-CIBC2 Collin Creek Mall, LLC, recorded in Instrument No. 20150430000496790, in said Deed Records,

THENCE South 42 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and with the southerly line of said "Vacant Property Tract A", a distance of 77.87 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 77.64 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 05 degrees 04 minutes 50 seconds East, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 54.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 92 degrees 43 minutes 00 seconds;

THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 16.18 feet (Chord Bearing South 41 degrees 16 minutes 40 seconds West 14.47 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE South 87 degrees 38 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 107.91 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 10.00 feet and a central angle of 87 degrees 17 minutes 00 seconds;

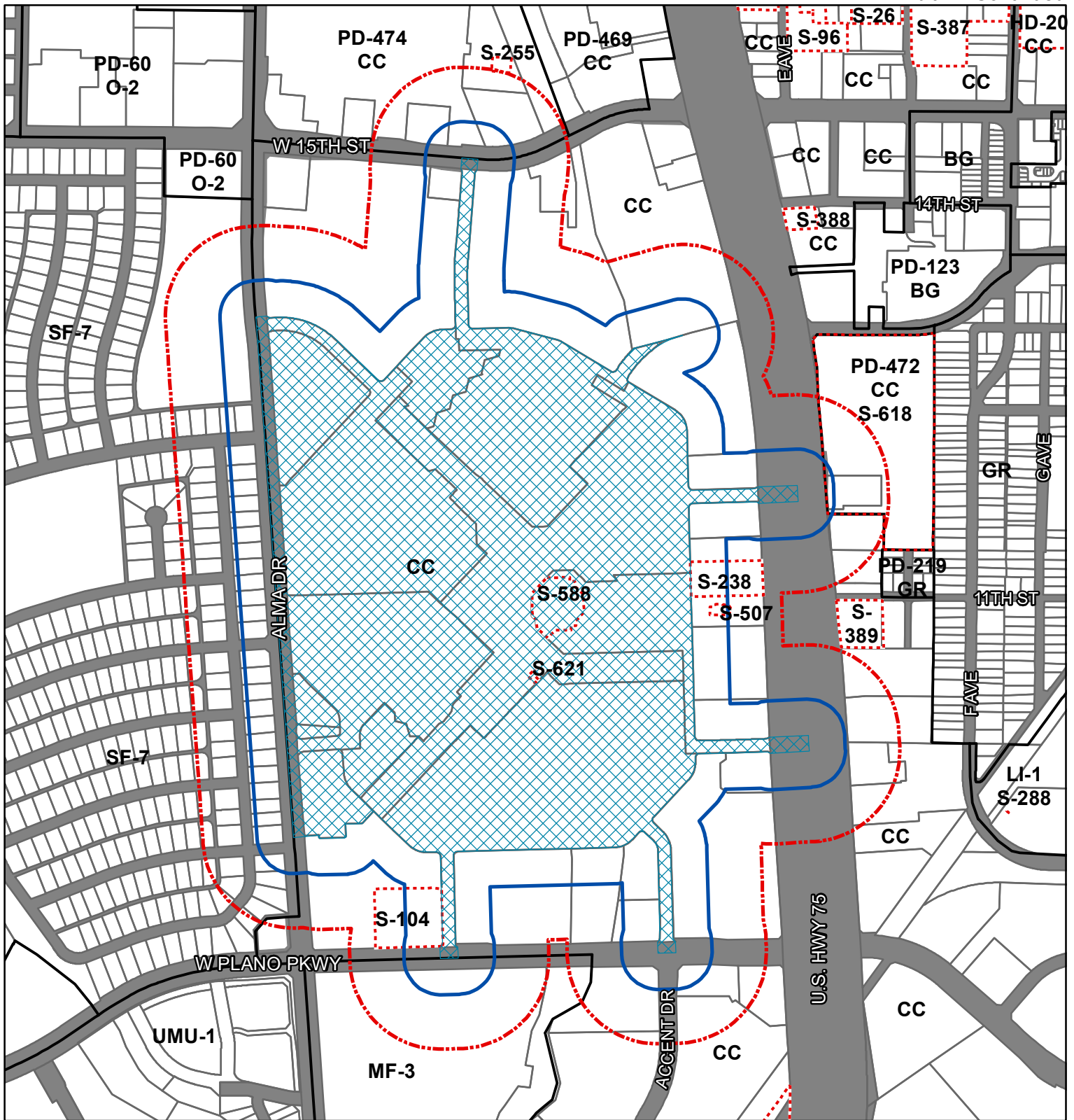
THENCE continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", and with said curve to the right, an arc distance of 15.23 feet (Chord Bearing North 48 degrees 43 minutes 20 seconds West 13.80 feet), to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of tangency;

THENCE North 05 degrees 04 minutes 50 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", a distance of 5.00 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 84 degrees 55 minutes 10 seconds West, continuing with the northerly line of said Collin Creek Village Addition, Block IV, Lot 1 and the southerly line of said "Vacant Property Tract A", at 65.49 feet, passing a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Collin Creek Village Addition, Block IV, Lot 1 and the southwest corner of said "Vacant Property Tract A", also being in the east line of Alma Drive (100 foot right-of-way), for a total distance of 115.50 feet to a PK Nail set in the centerline of said Alma Drive;

THENCE North 05 degrees 04 minutes 50 seconds West, with the centerline of said Alma Drive, a distance of 2,403.56 feet to a point;

THENCE, North 84 degrees 55 minutes 10 seconds East, departing said centerline, a distance of 50.01 feet to the POINT OF BEGINNING and CONTAINING 103.615 acres of land.

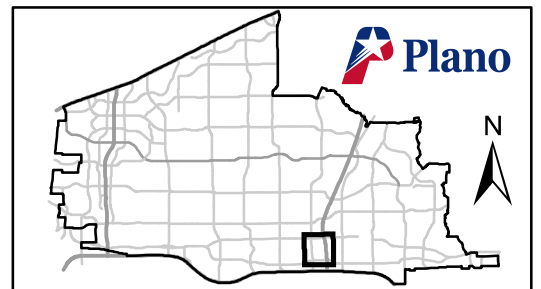


Zoning Case: 2018-034

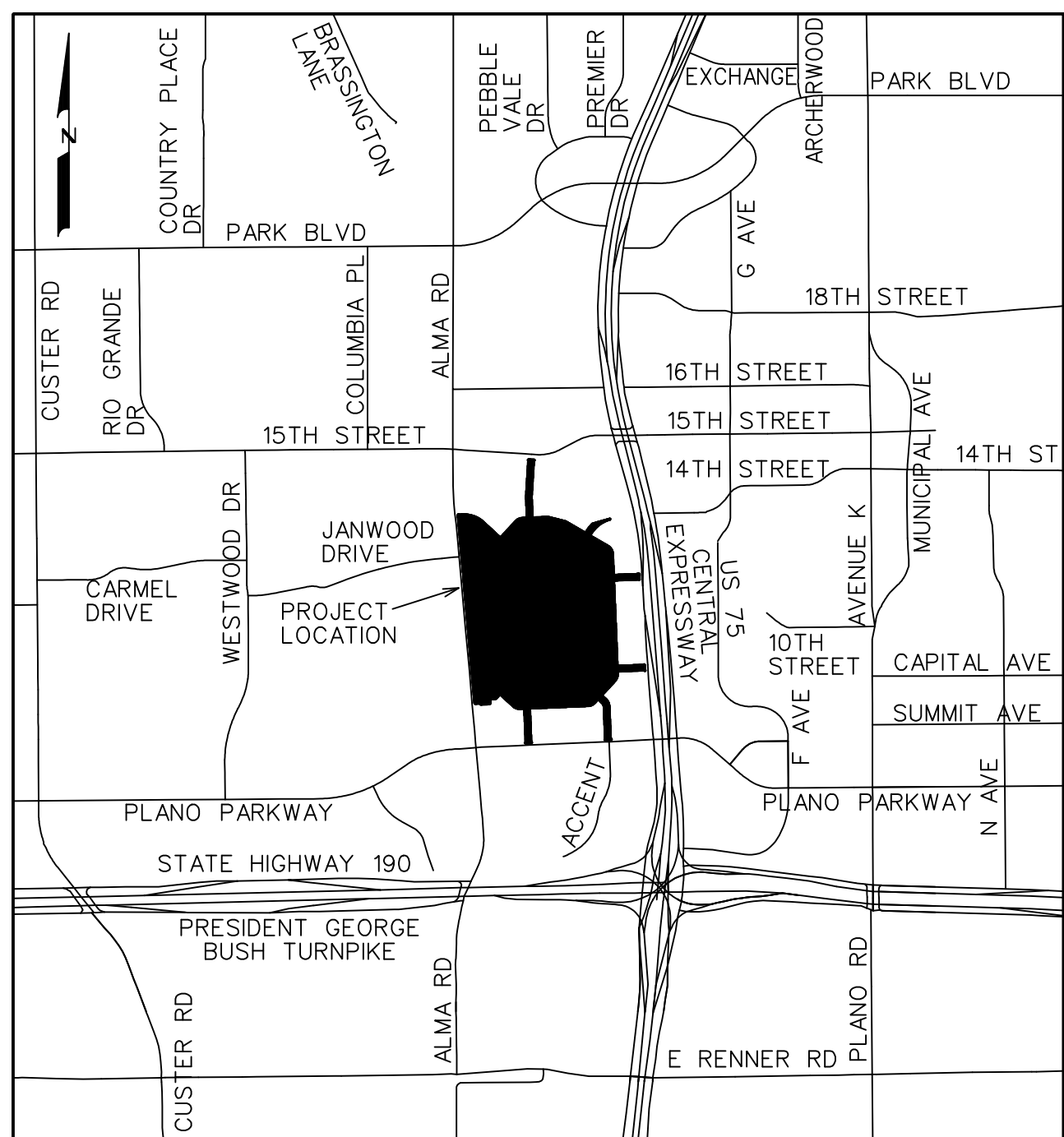
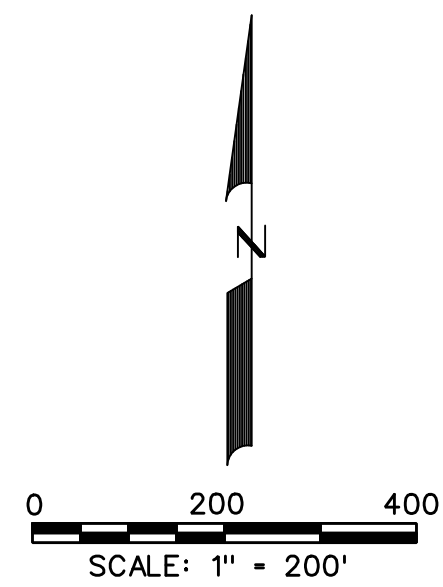
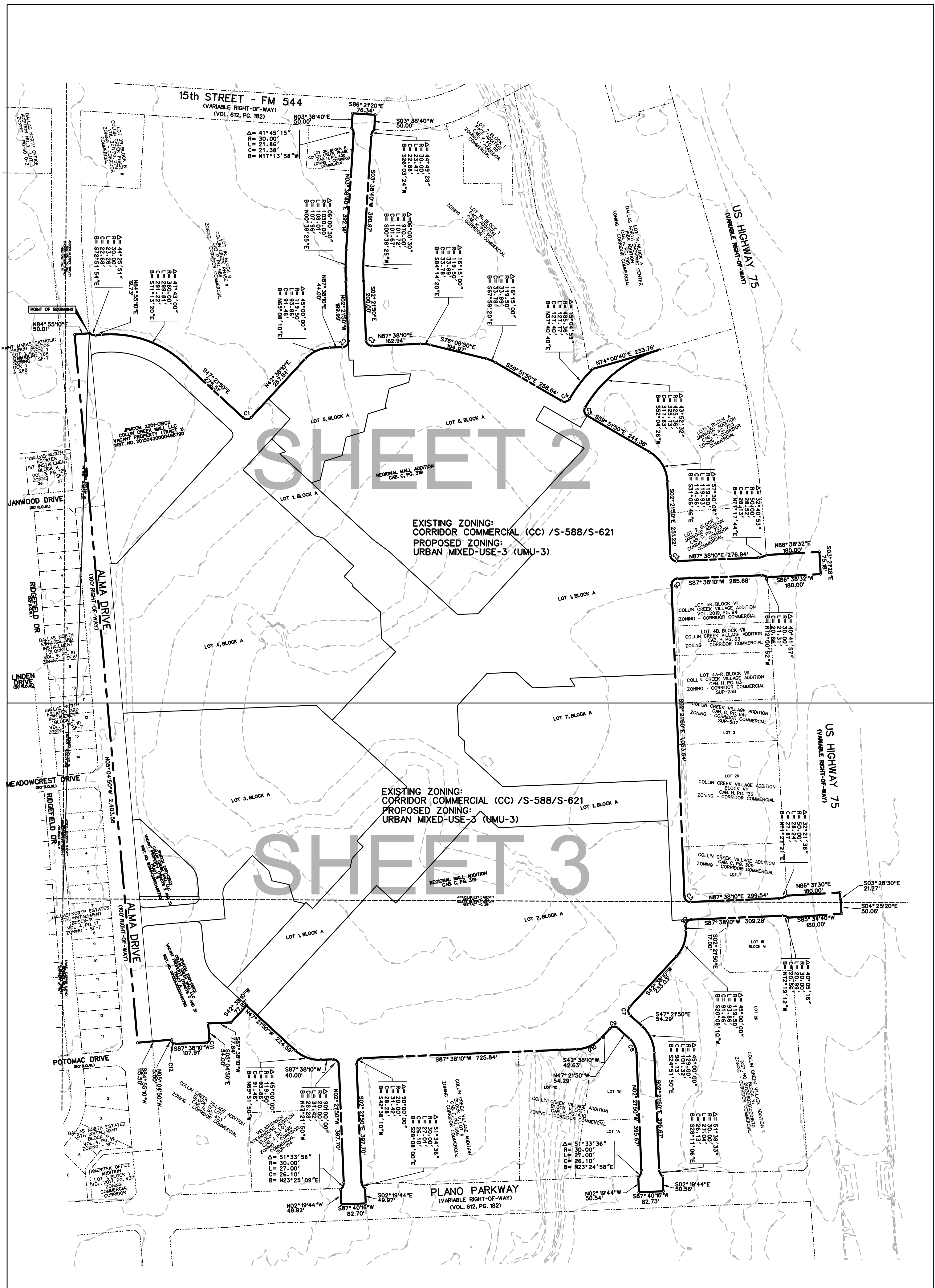
Existing Zoning: Corridor Commercial with Specific Use Permit No. 588 for Arcade and No. 621 for Day Care Center (CC w/ S-588 & S-621)

Proposed Zoning: Urban Mixed-Use (UMU)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Specific Use Permit
- Streets



0 475 950 1,900
Feet



VICINITY MAP
SCALE: 1"=2000'

TOTAL ACRES 103.615

ZONING CASE #2018-034

ZONING EXHIBIT

103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216

IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNERS

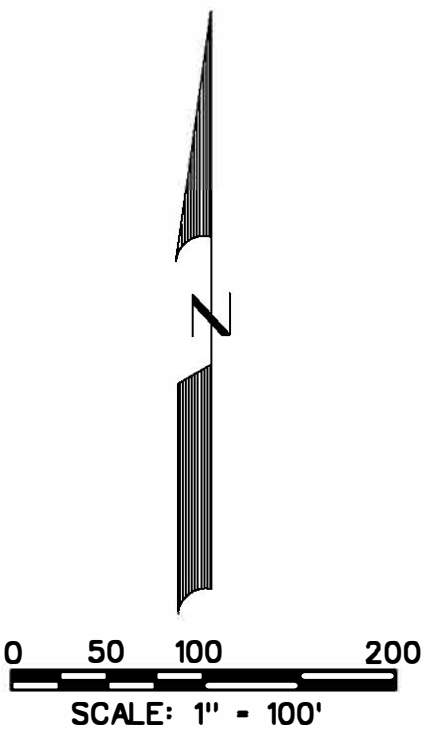
MM CCM 12S LLC
MM CCM 13MC LLC
MM CCM 48M LLC
ROB ROMO
1800 VALLEY VIEW LANE,
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

NATIONAL RETAIL
PROPERTIES LP
LARRY SMITH
6501 LEGACY DRIVE
PLANO, TX 75024
972-431-1000

DEVELOPER'S REPRESENTATIVE
FOR JC PENNEY
KIMLEY-HORN
KEVIN GASKEY
13455 NOEL ROAD, SUITE 700
DALLAS, TX 75240
972-770-3008

PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN

MARCH 27, 2019 SHEET 1 OF 4



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	90°00'00"	20.00'	31.42'	28.28'	N87°38'10"W
2.	90°00'00"	20.00'	31.42'	28.28'	N87°38'10"W
3.	90°00'00"	20.00'	31.42'	28.28'	S47°21'50"W
4.	90°00'00"	20.00'	31.42'	28.28'	N75°08'20"W
5.	90°00'00"	20.00'	31.42'	28.28'	S14°52'00"W
6.	90°00'00"	20.00'	31.42'	28.28'	S42°38'10"W
7.	90°00'00"	20.00'	31.42'	28.28'	S02°21'50"W
8.	45°00'00"	69.00'	54.19'	52.81'	N24°51'50"W
9.	90°00'00"	20.00'	31.42'	28.28'	S87°38'10"W
10.	45°00'00"	119.50'	93.26'	94.45'	S65°08'10"W
11.	45°00'00"	119.50'	93.26'	94.45'	N14°11'47"W
12.	87°17'00"	10.00'	15.23'	13.80'	S65°43'20"W

NOTE:
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 development of this property shall be considered as an action separate from action taken on this zoning case.

TOTAL ACRES 103.615

ZONING CASE •2018-034

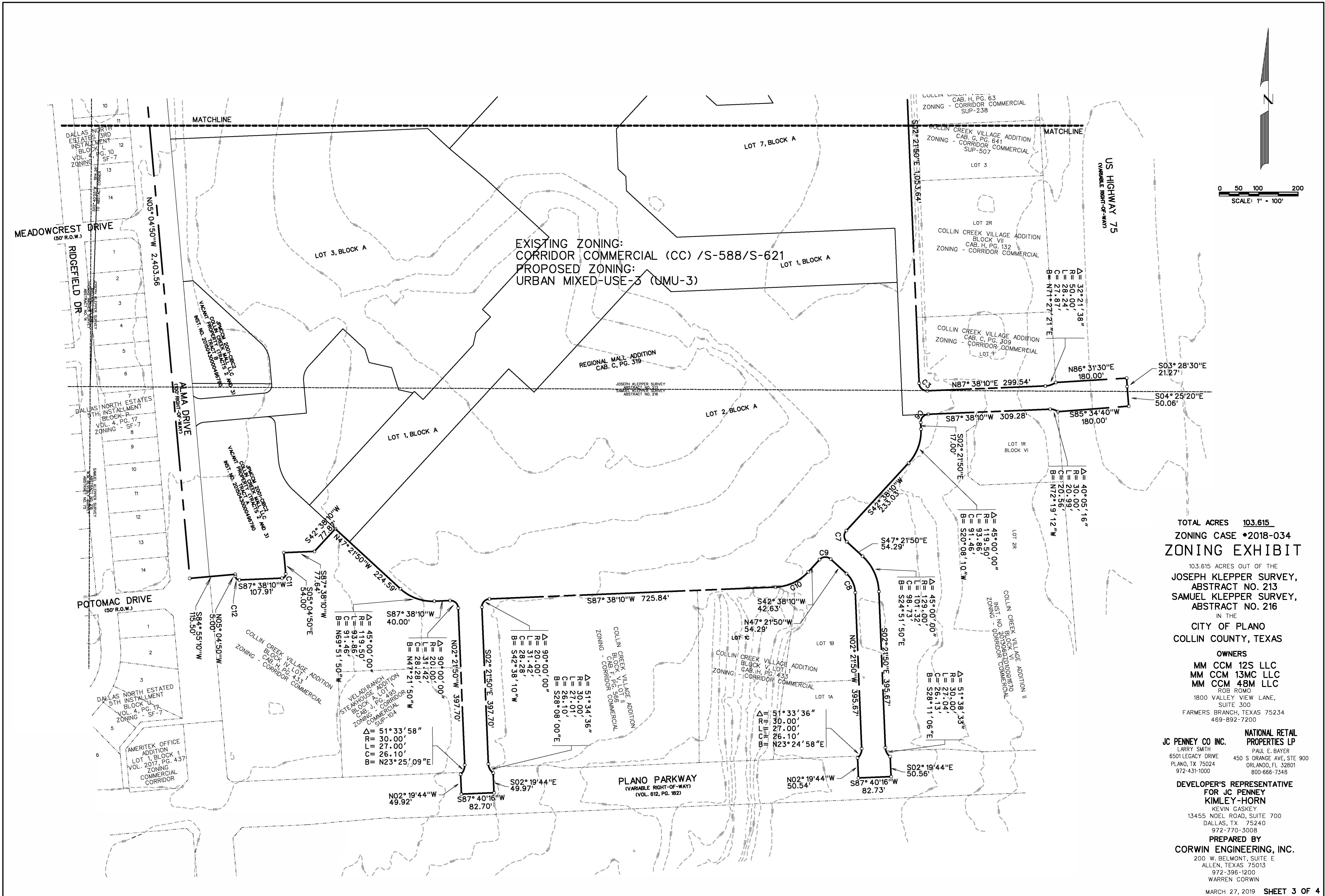
ZONING EXHIBIT

103.615 ACRES OUT OF THE
JOSEPH KLEPPER SURVEY,
ABSTRACT NO. 213
SAMUEL KLEPPER SURVEY,
ABSTRACT NO. 216
IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS

OWNERS
MM CCM 12S LLC
MM CCM 13MC LLC
MM CCM 48M LLC
 ROB ROMO
 1800 VALLEY VIEW LANE,
 SUITE 300
 FARMERS BRANCH, TEXAS 75234
 469-892-7200

JC PENNEY CO INC.	NATIONAL RETAIL PROPERTIES LP
LARRY SMITH	PAUL E. BAYER
6501 LEGACY DRIVE	450 S ORANGE AVE, STE 9
PLANO, TX 75024	ORLANDO, FL 32801
972-431-1000	800-666-7348

**DEVELOPER'S REPRESENTATIVE
FOR JC PENNEY
KIMLEY-HORN**
KEVIN GASKEY
13455 NOEL ROAD, SUITE 700
DALLAS, TX 75240
972-770-3008
**PREPARED BY
CORWIN ENGINEERING, INC.**
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN



TOTAL ACRES 103.615
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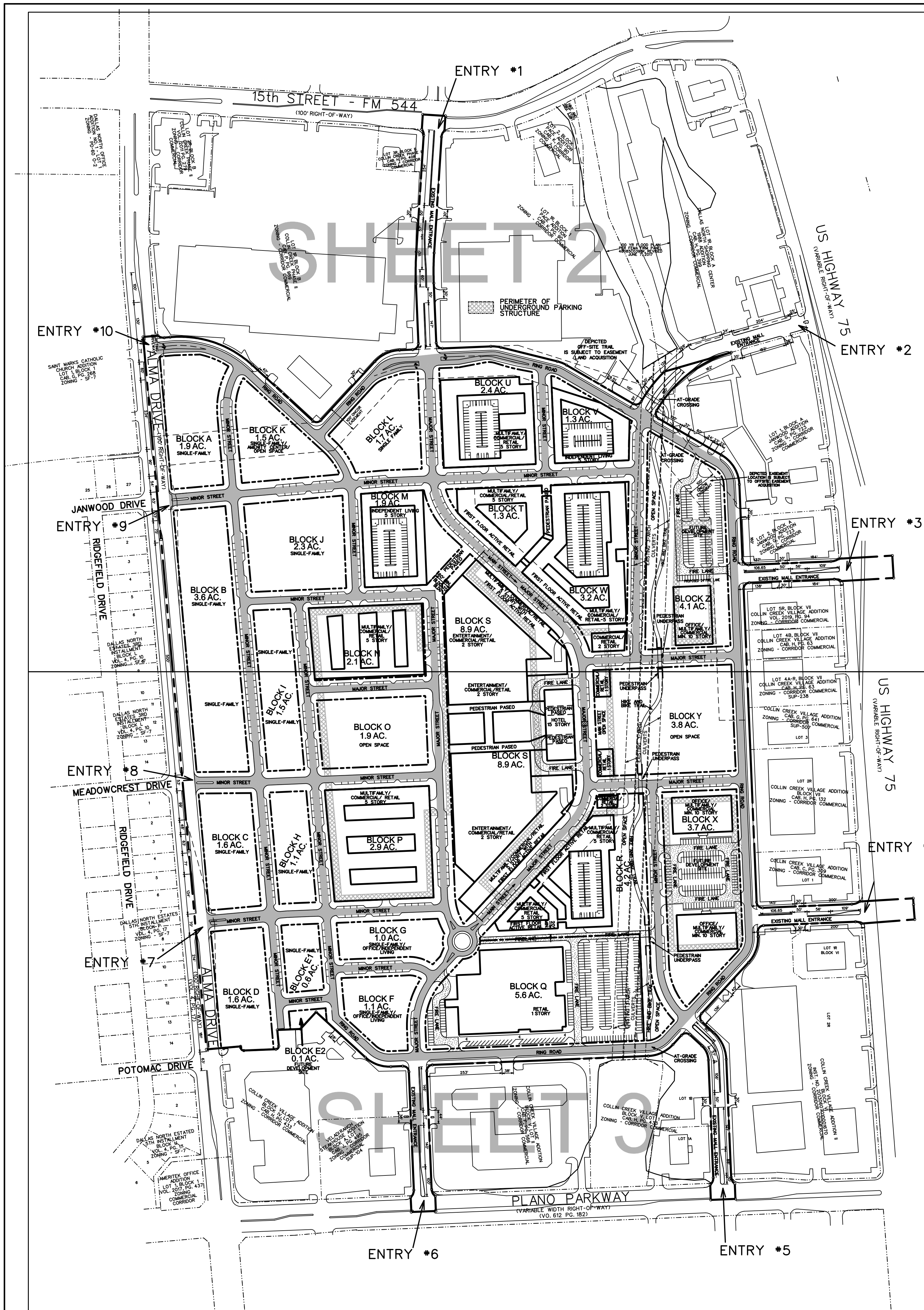
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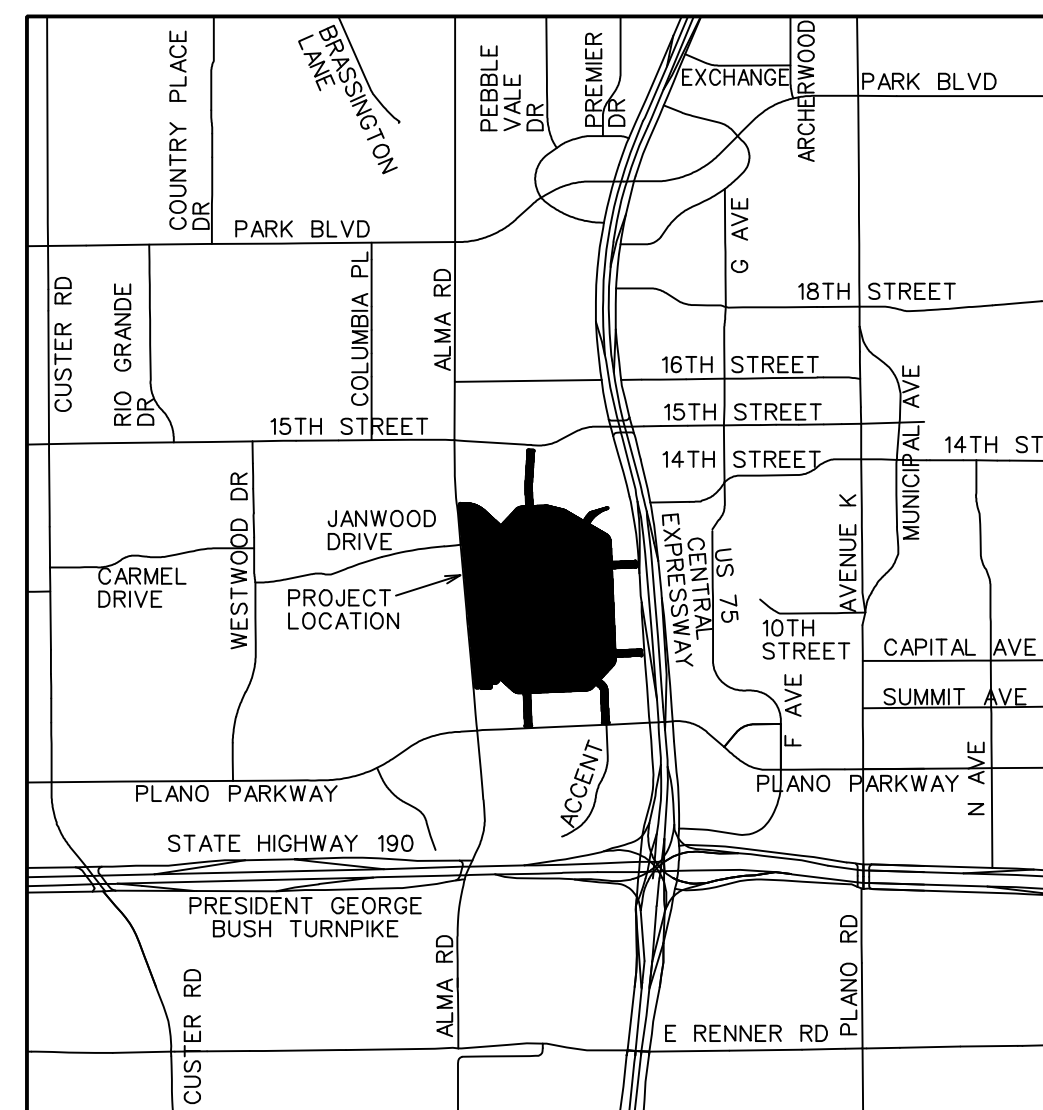
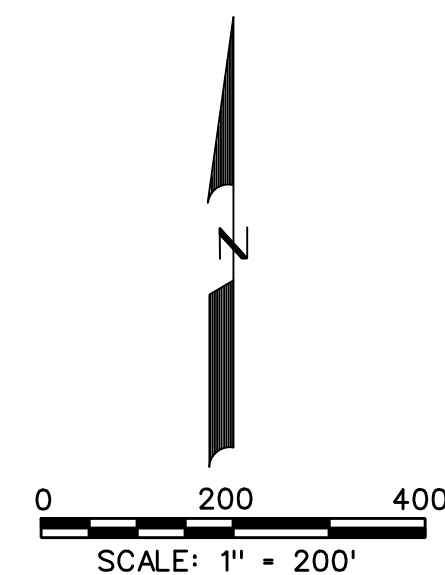
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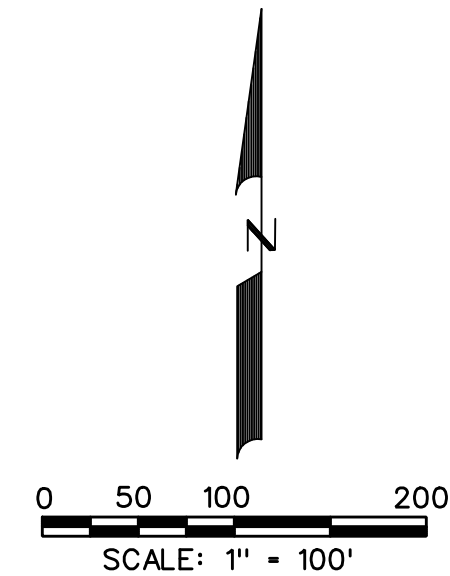
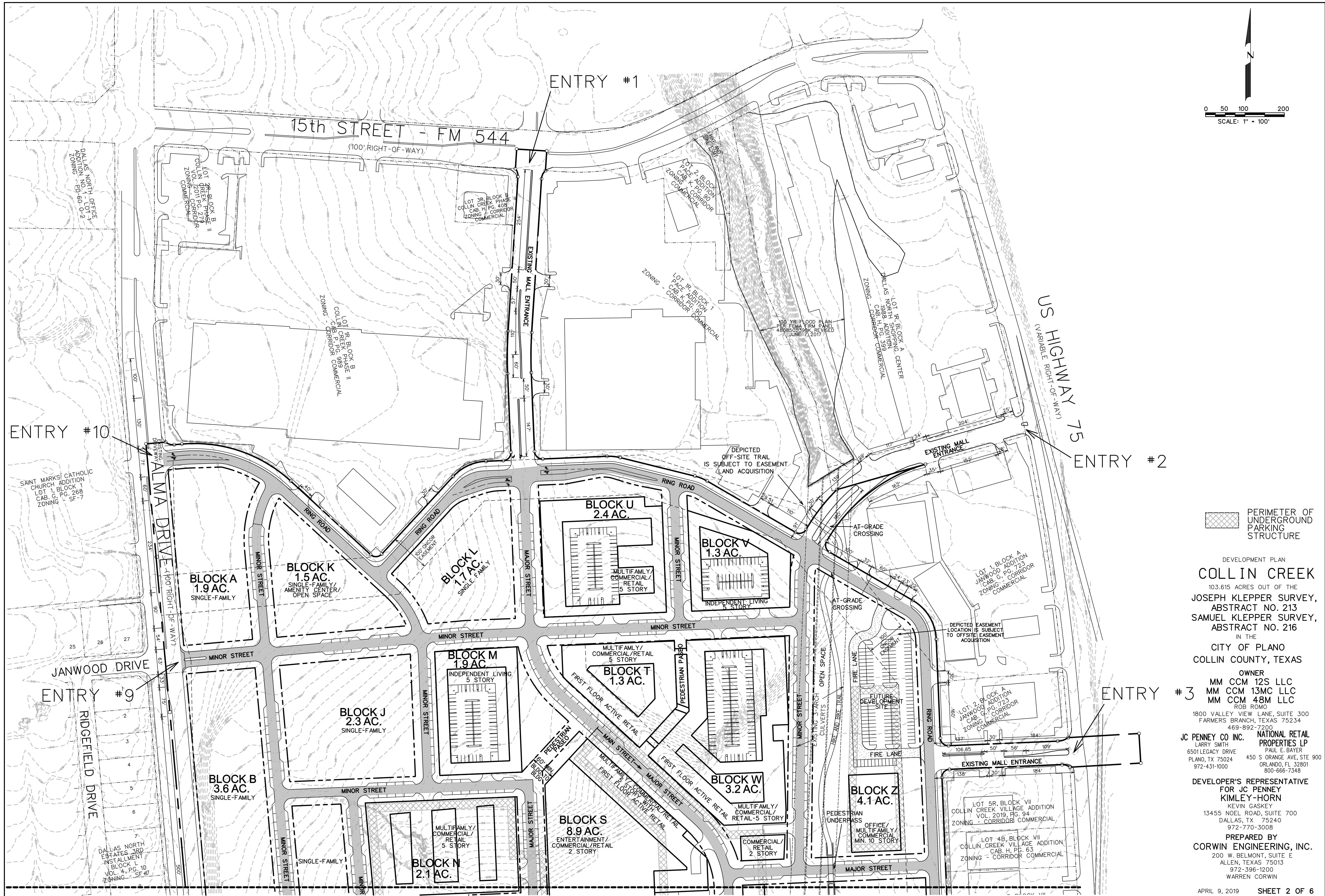
BLOCK TABLE

A	Block A	Phase 1	1.9	Acres	Single Family	48,000 gsf (approx.)	30 units	Units/Acre (Approx.)	16.3 u/a	Parking (Req'd) (Approx.)	68	Parking (Provided) (Approx.)	76
	Block B	Phase 1	3.6	Acres	Single Family	160,262 gsf (approx.)	100 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	225	Parking (Provided) (Approx.)	258
	Block C	Phase 2	1.6	Acres	Single Family	69,809 gsf (approx.)	44 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	98	Parking (Provided) (Approx.)	101
	Block D	Phase 2	1.6	Acres	Single Family	72,672 gsf (approx.)	45 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	102	Parking (Provided) (Approx.)	103
E1	Block E1	Phase 2	0.6	Acres	Single Family	28,694 gsf (approx.)	18 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	40	Parking (Provided) (Approx.)	55
	Block E2	Phase 2	0.1	Acres	Single Family	50,113 gsf (approx.)	31 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	70	Parking (Provided) (Approx.)	76
F	Block F	Phase 2	1.1	Acres	Single Family	50,113 gsf (approx.)	31 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	70	Parking (Provided) (Approx.)	76
	Block G	Phase 2	1.0	Acres	Single Family	45,750 gsf (approx.)	29 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	64	Parking (Provided) (Approx.)	72
H	Block H	Phase 2	1.1	Acres	Single Family	47,900 gsf (approx.)	30 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	67	Parking (Provided) (Approx.)	90
	Block I	Phase 1	1.5	Acres	Single Family	69,165 gsf (approx.)	43 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	97	Parking (Provided) (Approx.)	123
J	Block J	Phase 1	2.3	Acres	Single Family	101,654 gsf (approx.)	64 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	143	Parking (Provided) (Approx.)	146
	Block K	Phase 1	1.5	Acres	Single Family	17,600 gsf (approx.)	11 units	Units/Acre (Approx.)	23.2 u/a	Private Amenity Spao	25	Parking (Req'd) (Approx.)	60
L	Block L	Phase 1	1.7	Acres	Single Family	75,891 gsf (approx.)	47 units	Units/Acre (Approx.)	28.0 u/a	Parking (Req'd) (Approx.)	107	Parking (Provided) (Approx.)	109
M	Block M	Phase 1	1.9	Acres	Independent Living	162,000 gsf	180 units	Units/Acre	94.4 u/a	FAR	2.0	Parking	180 spaces
	Block N	Phase 2	2.1	Acres	Multi-family - 5 story	315,000 gsf	350 units	Units/Acre	166.8 u/a	Commercial/Retail	0 gsf	Parking	490 spaces
O	Block O	Phase 2	1.9	Acres	Open Space Acres	1.9 acres							
	Block P	Phase 2	2.9	Acres	Multi-family - 5 story	450,000 gsf	500 units	Units/Acre	169.9 u/a	Commercial/Retail	0 gsf	Parking	700 spaces
Q	Block Q	Phase 1	5.6	Acres	Retail - 1 story	95,000 gsf	0.4 far						
	Block R	Phase 1	4.2	Acres	Multi-family 5 story	240,000 gsf	250 units	Units/Acre	95.2 u/a	Commercial/Retail	30,000 gsf	Restaurants	5,000 gsf
S	Block S	Phase 1	8.9	Acres	Multi-family - 5 story	360,000 gsf	400 units	Units/Acre	45.1 u/a	Entertainment/Commercial/Retail	355,000 gsf	FAR	2.3 far
	Block T	Phase 1	1.3	Acres	Multi-family 5 story	171,000 gsf	190 units	Units/Acre	147.0 u/a	Commercial/Retail	18,000 gsf	FAR	3.4 far
U	Block U	Phase 1	2.4	Acres	Multi-family - 5 story	270,000 gsf	300 units	Units/Acre	125.3 u/a	Commercial/Retail	0 gsf	FAR	2.6 far
	Block V	Phase 1	1.3	Acres	Independent Living	108,000 gsf	120 units	Units/Acre	93.9 u/a	FAR	1.9 far	Parking	120 spaces
W	Block W	Phase 1	3.2	Acres	Multi-family - 5 story	279,000 gsf	310 units	Units/Acre	96.0 u/a	Commercial/Retail	13,000 gsf	Restaurant/Service	9,000 gsf
	Block X	Phase 3	3.7	Acres	Office - 20 story	400,000 gsf	400,000 gsf	Commercial/Retail	0 gsf	FAR	5.0 far	Parking	2,667 spaces (approx.)
Y	Block Y	Phase 1	3.8	Acres	Commercial/Retail	25,000 gsf	0.4 far						
	Block Z	Phase 3	4.1	Acres	Office - 20 story	500,000 gsf	500,000 gsf	Commercial/Retail	0 gsf	FAR	4.7 far	Parking	1,667 spaces (approx.)



UMU DISTRICT SUMMARY		
ZONING		UMU
GROSS DEVELOPMENT AREA		103.6 AC
GROSS BLOCK AREA		66.8 AC
GROSS EASEMENT/R.O.W. AREA		36.8 AC
PARK AREA		8.7 AC
NET DEVELOPABLE AREA		58.2 AC
PRIMARY RESIDENTIAL USE	61%	3,157,510 sf
OFFICE USE (SECONDARY)	24%	1,300,000 sf
ENTERTAINMENT/RETAIL USE (TERTIARY)	6%	311,000 sf
HOTEL USE (TERTIARY)	4%	185,000 sf
SERVICE USE (TERTIARY)	5%	240,000 sf
TOTAL	100%	5,193,510 sf
MF UNIT COUNT		2300 units
SF UNIT COUNT		500 units
INDEPENDENT LIVING UNIT COUNT		300 units
MF RESIDENTIAL DENSITY		119.1 units/acre
SF RESIDENTIAL DENSITY (AVG.)		28.0 units/acre
INDEPENDENT LIVING DENSITY		105.8 units/acre
AVERAGE TOTAL RESIDENTIAL DENSITY		82.1 units/acre
PUBLIC OPEN SPACE		
	BLOCK O	1.9 AC
	BLOCK R	1.6 AC
	BLOCK Y	3.6 AC
	BLOCK Z	1.6 AC
	TOTAL	8.7 AC
LOT COVERAGE (APPROX.)		65%
FLOOR AREA RATIO (GSF/GROSS BLOCK)		2.00
SF GARAGE PARKING		1,000
SF ON STREET PARKING		294
OTHER ON STREET PARKING		413
SURFACE PARKING (BLOCK Q)		300
INDEPENDENT LIVING GARAGES		300
MULTI-FAMILY PARKING GARAGES		2,954
OFFICE PARKING GARAGES		4,089
OFFICE SURFACE PARKING		244
MALL PARKING GARAGES		1,639
TOTAL PARKING COUNT		11,233
DEVELOPMENT PLAN		
COLLIN CREEK		
103.615 ACRES OUT OF THE		
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SAMUEL KLEPPER SURVEY,		
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972-770-3008		
PREPARED BY		
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200 W. BELMONT, SUITE E		
ALLEN, TEXAS 75013		
972-396-1200		
WARREN CORWIN		

- NOTES:
1. PARKING TOTALS AND LOCATIONS ARE APPROXIMATE ON THE DEVELOPMENT PLAN, BUT WILL BE VERIFIED AS ACCURATE AND REQUIRED TO MEET UMU DISTRICT STANDARDS AT THE TIME OF PRELIMINARY SITE PLAN APPROVAL.
 2. AN EFFORT WILL BE MADE TO REUSE THE SANGER-HARRIS MOSAIC.
 3. INTERSECTION GEOMETRY SHALL BE DETERMINED AT THE PRELIMINARY SITE PLAN STAGE. ADDITIONAL RIGHT OF WAY DEDICATION MAY BE REQUIRED.
 4. PHASING SHOULD PROGRESS AS NOTED, HOWEVER, ONE PHASE DOES NOT NEED TO BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY SUBSEQUENT PHASE.
 5. AN EFFORT WILL BE MADE TO OBTAIN EASEMENTS OR ADDITIONAL RIGHT-OF-WAY FROM ADJACENT PROPERTY OWNERS IN ORDER TO PROVIDE PEDESTRIAN REFUGE AREAS AND IMPROVED LANDSCAPE EDGES AT ENTRYWAYS WHERE THE EXISTING PAVING/CURBING ABUTS THE DEVELOPMENT'S PROPERTY LINE.
 6. ALL STREETS, DRIVES, MEDIAN OPENINGS, TURN LANES AND ASSOCIATED IMPROVEMENTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PLANO'S URBAN MIXED-USE ZONING DISTRICT, THOROUGHFARE STANDARDS RULES & REGULATIONS, AND TxDOT REQUIREMENTS.
 7. THE LOCATION OF PRIVATE AND PUBLIC IMPROVEMENTS MAY BE REFINED AT THE PRELIMINARY SITE PLAN STAGE IN ORDER TO ACCOUNT FOR UTILITY AND DRAINAGE INFRASTRUCTURE DESIGN AND EASEMENT ALLOCATION.
 8. ENHANCED HARDSCAPE TREATMENTS FOR AESTHETIC/PEDESTRIAN SAFETY PURPOSES WILL BE PROVIDED AT STREET AND FIRE LANE TRANSITIONS BETWEEN BLOCKS O, Y AND S.
 9. BALCONIES, SITTING AREAS AND GROUND FLOOR CONNECTIONS WILL BE PROVIDED WITHIN THE BLOCK S PEDESTRIAN PASEOS.



PERIMETER OF UNDERGROUND PARKING STRUCTURE

DEVELOPMENT PLAN
COLLIN CREEK

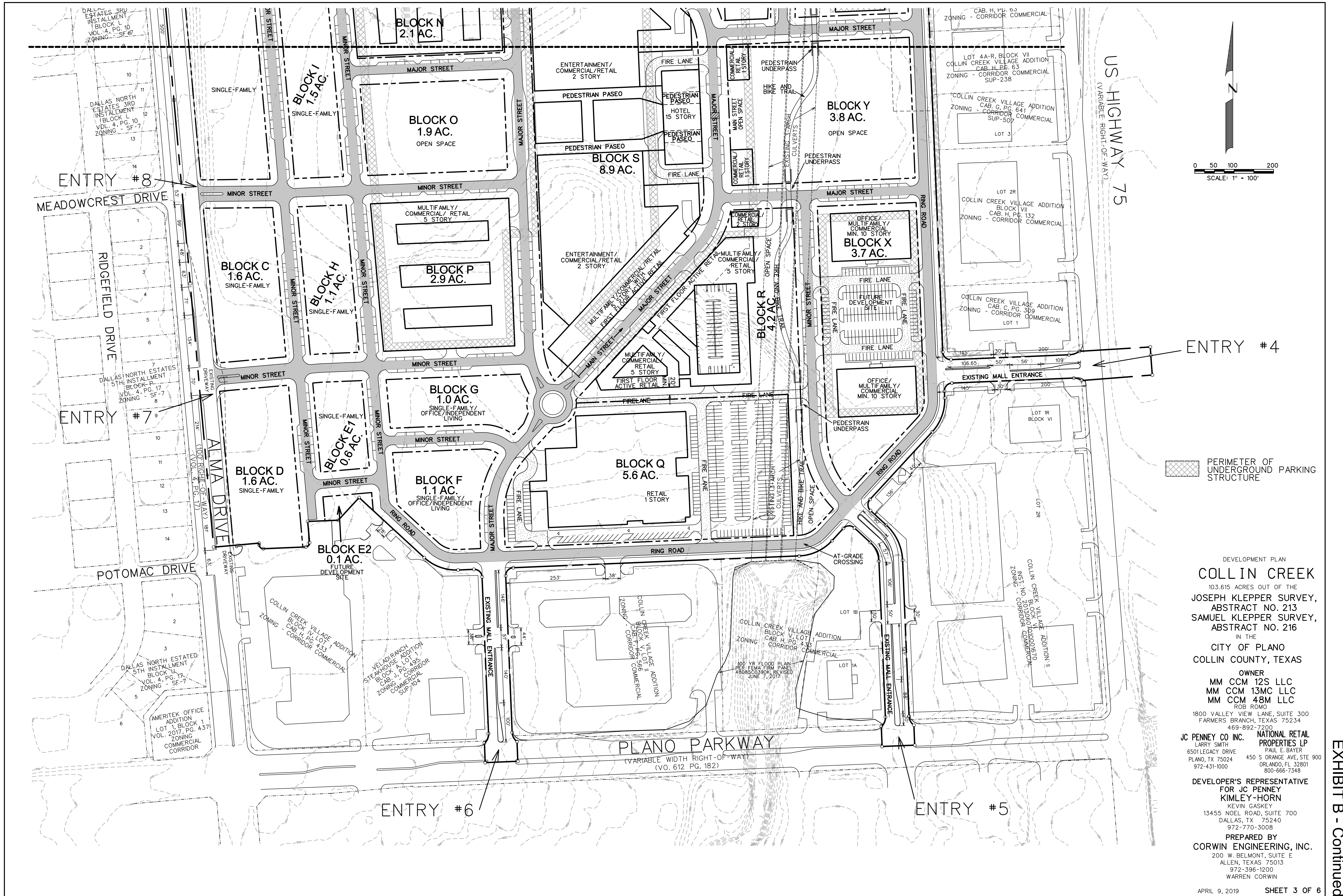
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DEVELOPMENT PLAN
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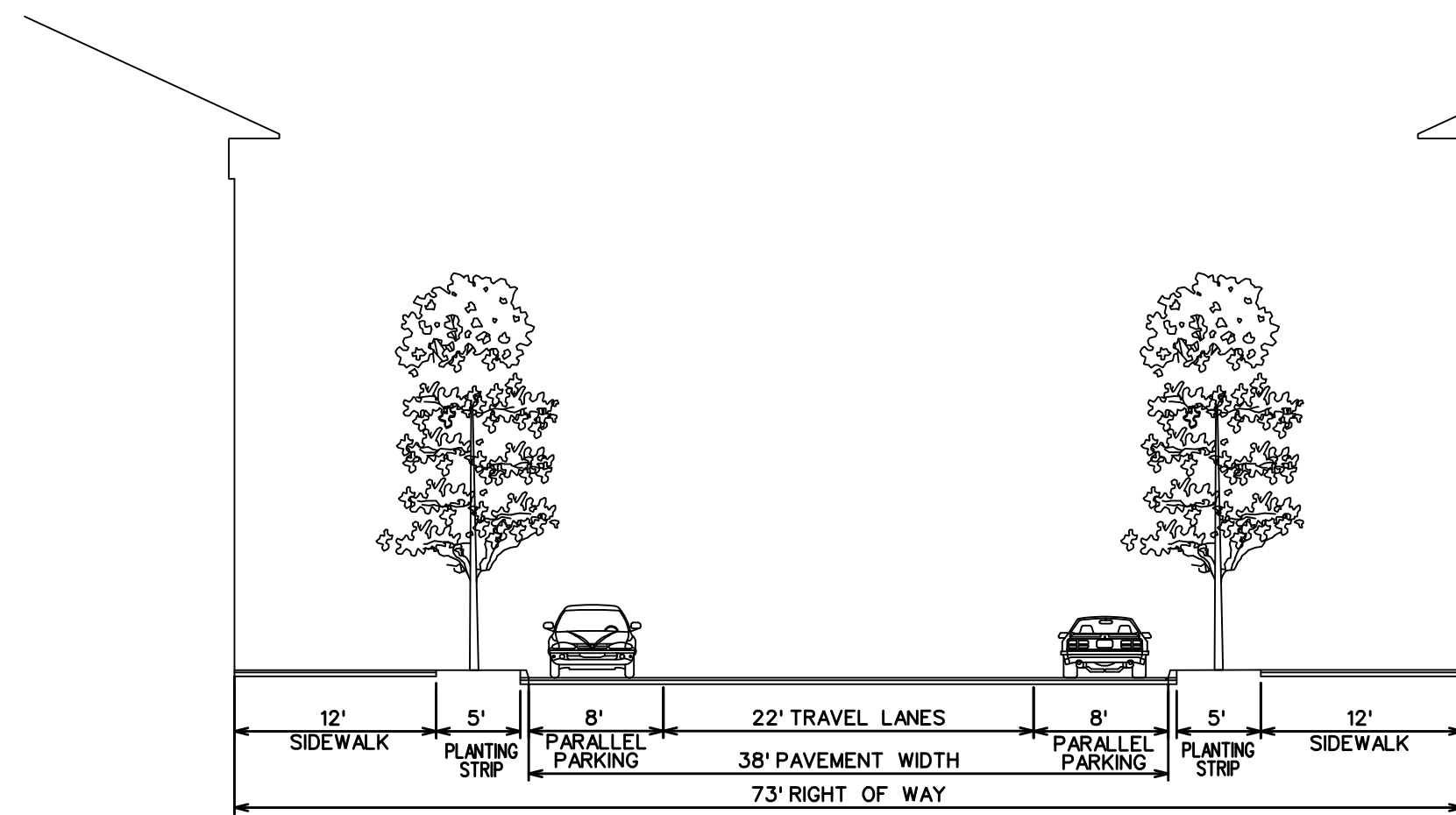
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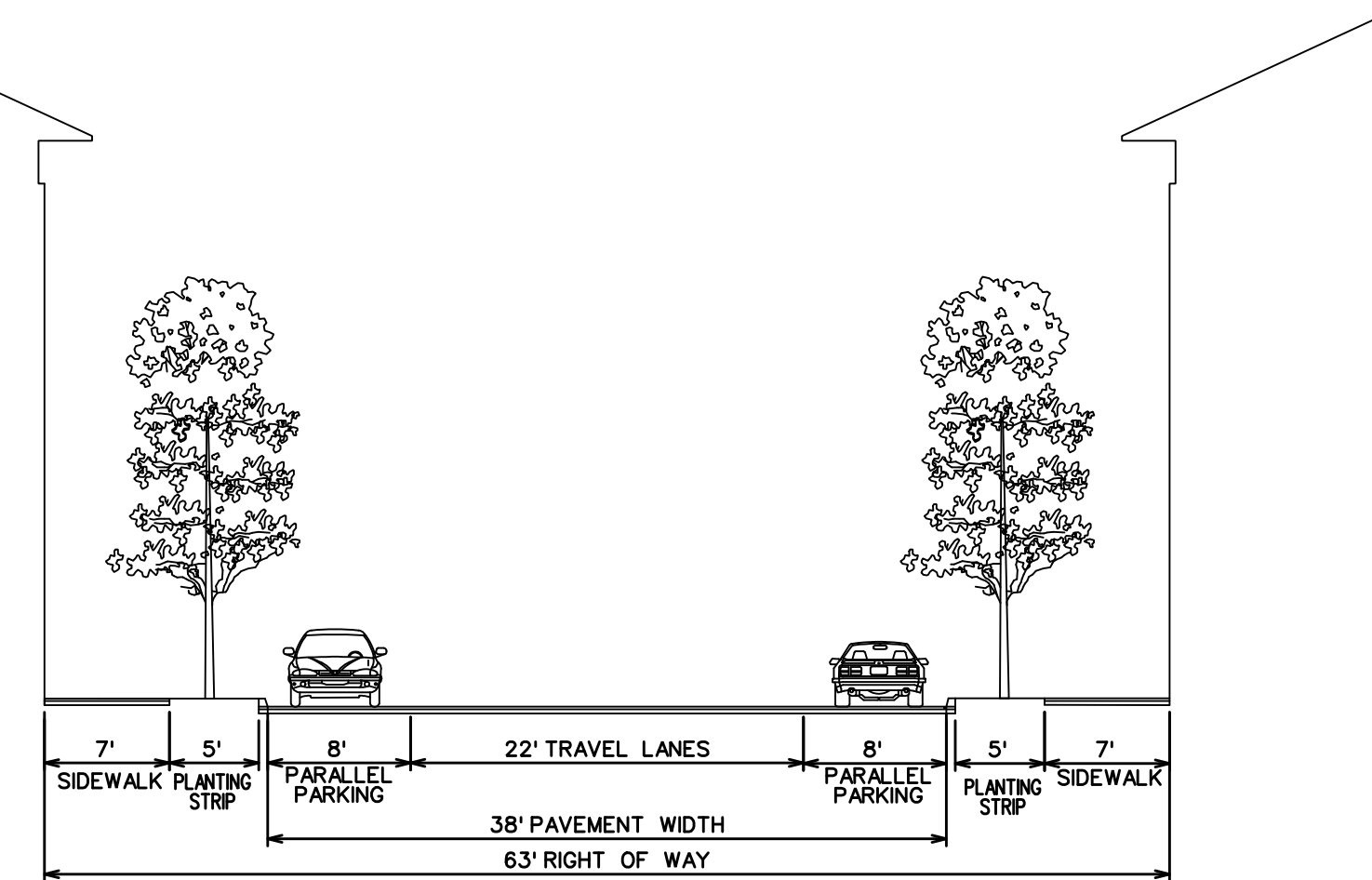
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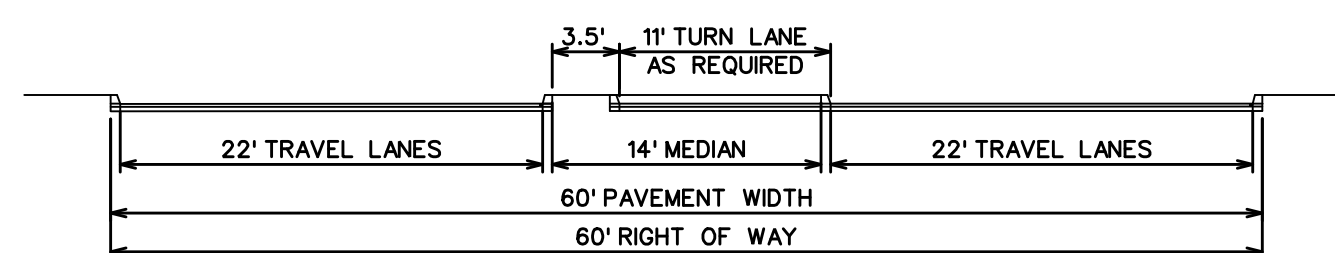
EXHIBIT B - Continued



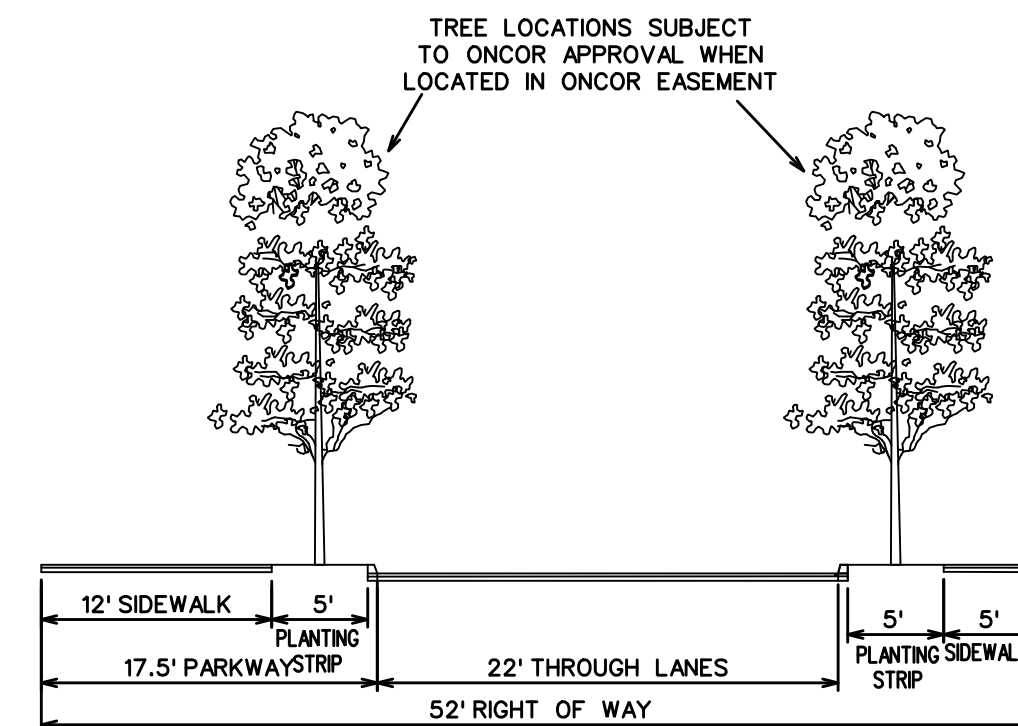
MAJOR STREET-73' RIGHT OF WAY



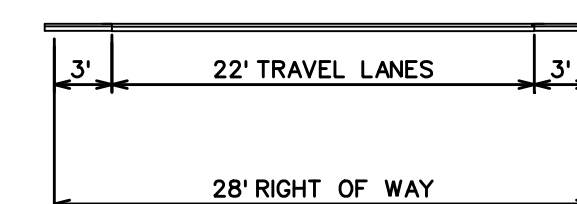
MINOR STREET-63' RIGHT OF WAY



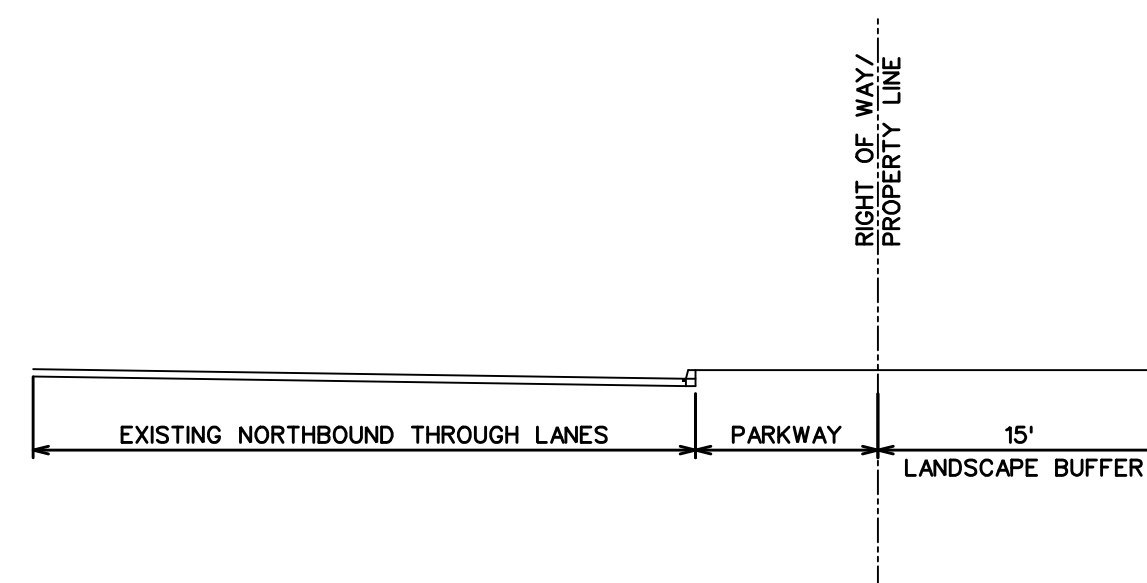
EXISTING MALL ENTRANCE - 60' RIGHT OF WAY



RING ROAD - 50' RIGHT OF WAY

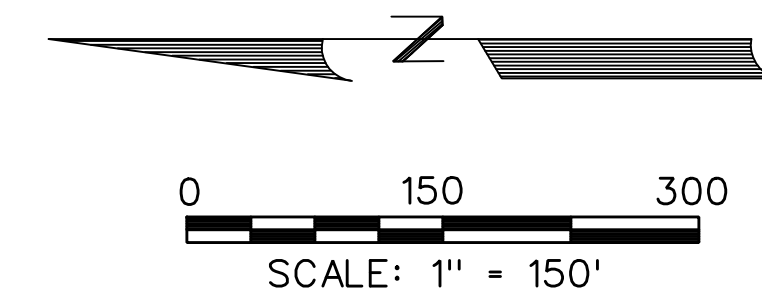


MEWS STREET-28' RIGHT OF WAY



ALMA DRIVE

STREET CROSS SECTIONS
COLLIN CREEK
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- PHASE 1
- PHASE 2
- PHASE 3

PHASING
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EXHIBIT B - Continued



Urban Mixed-Use-3 Exceptions

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein. Where an approved development plan conflicts with an adopted regulation and no variance or exception is expressly approved, the UMU regulation shall apply.

10.700.2 Permitted Uses - Uses in Addition to Those Permitted in the UMU

Use Category	Use Type	Allowed	Restrictions	Blocks
Accessory and Incidental Uses	Car Wash	P	Limited to parking garage only	M, N, P – X, Z
	Concrete/Asphalt Batch Plant (Temp.)	36		All except A-D
Educational, Institutional, Public and Special Uses	Community Center	P		All
	Fire Station/Public Safety Building	P		X, Z
	Helistop	S		S, X, Z
	Independent Living	P	Sec. 13.200.3 shall not apply Sec. 13.300.2 shall not apply Sec. 15.1300.3-15.1300.5 shall not apply	M, N, P – X, Z
	Private Recreation Facility	P		All
Residential Uses	Single-Family Residence (Detached)	P		A – L
	Two-Family Residence	P	Sec. 9.1100 shall not apply	A – L
Retail Uses	Shopping Center	P		Q, S
	Superstore	P	No drive-through windows	Q
Service Uses	Amusement, Commercial (Outdoor)	S		X, Z
	Arcade	P		M, N, P – X, Z
	Artisan's Workshop	P		M, N, P – W
	Business Service	P		M, N, P – X, Z
	Cabinet/Upholstery Shop	P		S
	Food Truck Park	P		M – Z
	Kennel (Indoor)/Commercial Pet Sitting	P		Q, S
	Veterinary Clinic	P		Q, S
Transportation, Utility, Communication Uses	Electrical Substation	S		X, Z
Vehicle and Related Uses***	Motorcycle Sales & Service	P	Indoor only/No repair services	Q, S
	Vehicle Dealer (New)	P	Indoor only/No repair services	Q, S
	Vehicle Leasing and Renting	P	Parking of vehicles in garage only/No repair services	Q, S

P = Use permitted in block(s) indicated

S = Use may be approved in block(s) indicated upon approval of a specific use permit (See Sec. 6.100)

Numbers = Additional conditions/restrictions apply. See the Table Notes in Sec. 14.300

***** = Vehicle and Related Uses are limited to a total allocation of 30 parking spaces for inventory storage.**

10.700.3 Area, Yard and Bulk Requirements

See Sec. 10.700.14 for Area, Yard and Bulk Requirements for single-family residences.

10.700.4 Definitions - The following additional and modified definitions shall apply:**Block**

An area enclosed or divided by streets, paseos, fire lanes, utility easements, and/or transit rights-of-way on all sides, excluding divisions created by alleys, and service drives.

Paseo

An outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services as needed.

Pattern Book

A handbook of design standards that provides direction for architectural styles and diversity by building types, building facade materials, porches, alcoves, balconies, public spaces, entryways, windows, roofs and parapets, garages, sidewalks, fencing, lighting, outdoor seating, streetscape, and landscaping.

Smaller Usable Open Space

An open space area in a single-family block designed and intended to be used by the public for outdoor living and/or passive recreation.

10.700.9 B. Additional Use Regulations

The 30 dwelling units per acre restriction shall not apply to single-family development.

10.700.10 Streets and Sidewalks

B.vi. Paseo - (minimum width of 28 feet with a minimum 12-foot wide sidewalk)

D. Block Size - See Exceptions by Designated Block

E. Block Length - See Exceptions by Designated Block

G. Street Trees

Street trees may not be provided if prohibited by a utility easement.

H. Sidewalks

Required minimum widths for clear pedestrian paths may be modified by the Director of Planning or designee in unique circumstances and in keeping with the intent of the district.

10.700.11 Usable Open Space

C. Single-family residences are exempt from Sec. 13.800.

D. Smaller usable open space areas must be no larger than three acres or smaller than 1,800 square feet and must have a minimum width of 30 feet and a minimum length of 60 feet.

10.700.13 Building Placement and Design

D. Nonresidential space must have a minimum floor-to-ceiling height of 12 feet on the ground floor only.

10.700.14 Single-Family Regulations

A. The following area, yard, and bulk requirements shall apply to all single-family residential development in the UMU district unless otherwise expressly stated:

Description	Single-Family Residences (Attached)	Single-Family Residence (Detached) and Two Family Residence
Minimum Lot Area	700 square feet	800 square feet
Maximum Lot Area	4,000 square feet	4,000 square feet
Minimum Lot Width	20 feet (see D.iii. below)	20 feet (see D.iii. below)
Maximum Lot Width	40 feet (see D.iv. below)	40 feet (see D.iv. below)
Minimum Lot Depth	35 feet	35 feet
Front Yard Setbacks	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.	75% of the building face shall be within 10 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
Side Yard Setbacks		
Interior Lot	None	0 – 3 feet (as further defined below)
Corner Lot	Same as front	Same as front
Minimum Rear Yard	None	None
Minimum Height	1 story	1 story
Maximum Height	3 story, 50 feet (See D.ii. below)	3 story, 50 feet (See D.ii. below)
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	60% (See D.v. below)	60% (See D.v. below)

- B. Each dwelling unit shall be on an individually-platted lot, except for two family dwellings which may be platted in pairs.
- C. All utilities shall be provided separately to each two family dwelling unit such that each unit is individually metered.
- D. Standards for Allocation of Single-Family Residences.
 - i. No more than 75% of the lots within the development may be developed as single-family residence attached units. Two-family residences shall be considered single-family detached residences.
 - ii. A minimum of 25% of the lots must be developed with a maximum height of 2 story, 35 feet.
 - iii. A maximum of 50 residences may have a minimum lot width between 18 to less than 20 feet.
 - iv. A maximum of 50 residences may have a maximum lot width of 50 feet.
 - v. Units at the end of the block may have a reduced lot coverage where impacted by site constraints.
- E. Outdoor living areas, patios, and or decks are allowed above the second and third stories of buildings but shall not exceed the maximum building height.
- F. Maximum density must not exceed 40 dwelling units per acre.
- G. Minimum density must be 18 dwelling units per acre or greater.
- H. Maximum length of single-family residence attached buildings must not exceed 200 feet.
- I. Stoops and landscape areas adjacent to the building may extend a maximum distance of five feet into the area between the front facade of the building and the back of the street curb.
- J. Garages and Visitor Parking
 - i. Each dwelling unit shall have a garage with a minimum of two parking spaces. A maximum of 50 residences having not more than 1500 square feet and not more than 1.5 stories may have a garage with one parking space.

- ii. Tandem garage spaces are allowed.
 - iii. Single-family residence garages shall not be oriented toward a minor or major street, ring road, or open space.
 - iv. Garage entrances shall be allowed only from a mews street or alley.
 - v. The distance from the garage to the travel lane of the alley or mews street shall be 5 or less feet in length or shall be 20 feet or greater in length.
 - vi. Elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
 - vii. 0.25 spaces per dwelling unit fronting a street with on-street parking and 0.75 spaces per dwelling unit fronting a mews (or similar street without on-street parking) for visitor parking is required within each block or an adjacent block. A parking study to consider alternative parking requirements may be utilized if approved by both the Director of Planning and Director of Engineering or designees.
- K. Buildings Separation and Easements:
- i. Single-family residence attached buildings must be separated by a minimum distance of 10 feet.
 - ii. Single-family residence detached and two-family residences must be separated by a minimum distance of three feet. A minimum 3-foot wide maintenance easement must be placed between lots to allow for property owner maintenance; the easement may be split between lots as long as the minimum three-foot distance is provided.
- L. Access and Frontage:
- i. No more than 50% of the lots within a development may abut a mews street or access a utility easement as the only point of street frontage and access.
 - ii. Lots may take access from a public street, mews street, or access and utility easement when utilizing a shared driveway.
 - iii. The frontage of any lot may be reduced to nine feet if it is a flag lot to a mews street.
- M. Single-family residential lots are not required to have yard trees as part of the residential development.

10.700.15 Additional Requirements and Restrictions

- A. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access, except where single-family residences abut a major thoroughfare or non-residential district that is not a part of the UMU development. Fencing would be subject to approval of the Director of Planning or designee.
- B. The second building constructed and all subsequent buildings may not be further than 300 feet from another building. Construction of another phase of construction may begin before completion of a preceding phase.
- C. Signage located along exterior public rights-of-way must comply with Subsection 22.600 (Requirements for Freestanding Signs Located within an Overlay District) of Article 22 (Signs). All signage internal to the development must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 Downtown/Business Government) of Article 10 (Nonresidential Districts).

- D. The landscape edge along Alma Drive may be reduced to 15 feet.
- E. Maximum Building Height: Within 400 feet of Alma Drive, the maximum building height shall be 50 feet. Between 400 and 800 feet from Alma Drive, the maximum building height shall be 75 feet.
- F. A Pattern Book shall be approved by the Planning & Zoning Commission as part of the site plan approval process for all phases of development.
- G. This district is exempted from restrictions in Section 13.500 (Yard Regulations) wherever the BG or CB-1 districts are exempted.
- H. Blocks A, D, E, F, K, L, U, and V may be excluded from the residential district boundary line benefits in Section 13.500.2.N, .3.I, and .4.D (Yard Regulations). This exclusion is triggered only when an adjacent property's development application includes this provision as a note on the plan.

Exceptions by Designated Block:

Block B

- i. Maximum Block Length: 1,000 feet if mews or other streets, and adequate internal pedestrian access is provided
- ii. Maximum Block Size: 3.6 acres

Block K

- i. Minimum Freestanding Nonresidential Building size: None
- ii. Minimum Building Height: One story

Block Q

If developed as a Superstore, the following exceptions shall apply:

- i. Maximum Block Length: 800 feet
- ii. Maximum Block Size: 5.6 acres
- iii. Minimum Lot Coverage: 30%
- iv. Maximum Single-Tenant Ground Floor: 100,000 square feet
- v. The building is not required to be lined with individual store fronts
- vi. Building setbacks: None

Block R

- i. Maximum Block Length: 900 feet
- ii. Maximum Block Size: 4.2 acres
- iii. Minimum Freestanding Nonresidential Building Size: None
- iv. Minimum Building Height: One story

Block S

- i. Maximum Block Length: 1,320 feet if two paseos are provided
- ii. Maximum Block Size: 8.9 acres
- iii. The 60% requirement for uses along the main street may include primary, secondary, and tertiary uses

Block W

- i. Maximum Block Size: 3.2 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block X

- i. Maximum Block Length: 790 feet
- ii. Maximum Block Size: 3.7 acres
- iii. Minimum Lot Coverage: 30%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet

Block Y

- i. Maximum Block Size: 3.8 acres
- ii. Minimum Freestanding Nonresidential Building Size: None
- iii. Minimum Building Height: One story

Block Z

- i. Maximum Block Length: 810 feet
- ii. Maximum Block Size: 4.1 acres
- iii. Minimum Lot Coverage: 22%
- iv. Minimum Building Height: 10-story, 150 feet
- v. Maximum Building Height: 20-story, 300 feet
- vi. Maximum Single-Tenant Ground Floor: 40,000 square feet



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

Second Reading and adoption of Ordinance No. 2019-4-14 to amend Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC. (First reading held March 19, 2019.) **Second reading conducted and adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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.

SUMMARY OF ITEM

The City of Plano and Oncor Electric Delivery Company, LLC agree to reinstate the franchise and extend the term of the franchise to expire on August 31, 2019, and there after to allow the franchise to

automatically renew for successive terms of six (6) months each. The first reading was held on Tuesday, March 19th, 2019, and the second reading will be held on Monday, April 22, 2019. After the second reading, the ordinance will be published for four consecutive weeks in the official Plano newspaper.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	4/1/2019	Agreement

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC.

WHEREAS, on December 8, 2003 the City Council adopted Ordinance No. 2003-12-12, an ordinance granting Oncor Electric Delivery Company LLC (“**Oncor**” or “**Company**”), a franchise for a period of ten (10) years to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property within the City of Plano (“**City**”) for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to City residents and businesses, and the City Council amended such ordinance to include an additional five (5) years by Ordinance No. 2006-11-15, (collectively, the “**Franchise**”); and

WHEREAS, Ordinance No. 2003-12-12, expired on August 31, 2018; and

WHEREAS, the City and Oncor wish to reinstate the Franchise and to extend the term of the Franchise to expire on August 31, 2019 and thereafter to allow the Franchise to renew automatically for successive terms of six (6) months each, but, in any event, the term of such automatic renewals shall terminate on or before August 31, 2043.

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

Section I. The reinstatement and extension to the term of Ordinance No. 2003-12-12 (as amended) of the City of Plano, Texas until August 31, 2019, is hereby approved and agreed to by Oncor and the City of Plano; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period or superseded by a new Franchise agreement or on August 31, 2043, whichever comes first.

Section II. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with the provisions of the Franchise.

Section III. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

Section IV. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

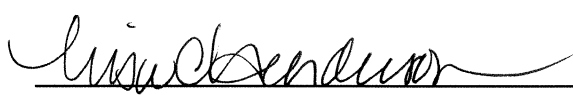
Section V. This Ordinance and Franchise Agreement shall become effective upon Oncor's written acceptance hereof, said written acceptance to be filed by Oncor with the City within sixty (60) days after final passage and publication by City as required by City Charter provided that Oncor has timely filed with the City Secretary its written acceptance of this Ordinance and Agreement. Oncor will pay the reasonable expense for publishing the Caption of this Franchise Ordinance once a week for 4 consecutive weeks in the official newspaper of the City of Plano.

DULY PASSED AND APPROVED ON THE FIRST READING on this the 19th day of March, 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

DULY PASSED AND APPROVED ON THE SECOND READING (which date is at least 30 days from the first reading) on this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/22/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

Consideration of naming the 7.1 acre park site located on the west side of Communications Parkway and north of Legacy Drive, Bruce Glasscock Park. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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 financial impact.

SUMMARY OF ITEM

The City of Plano acquired the park site in 2017 to serve the park needs of residents in that area of the City.

In accordance with the attached policy for naming parks and recreation facilities, the Mayor was notified of the need for naming the park site. The Mayor appointed two City Council Members to sit on a naming committee along with the Chairperson of the Parks and Recreation Planning Board and the Director of Parks and Recreation. The committee met on Monday, March 25, 2019. After consideration, the

committee recommends that the park be named Bruce Glasscock Park.

Bruce Glasscock, as the City Manager, made a major contribution to the City of Plano.

The park name must be approved by a simple majority vote of the City Council members present at the meeting.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/16/2019	Map
Naming of Park Site and Recreation Facilities Policy	4/16/2019	Other



**Legacy Drive
Park Site**



0 200 400
Feet



City of Plano Park Planning Division
4/2/2019

Location Map

Legacy Drive Park Site

**Legacy West Addition
Lot 3R, Block E**

Project Location



NAMING OF PARK SITES AND RECREATION FACILITIES POLICY 704.00

I. Purpose

The purpose of this policy is to establish procedures for the naming of park sites and recreation facilities.

II. Responsibility

In accordance with Chapter 2, Article I, Sec. 2-13 of the City of Plano Code of Ordinances the city council is solely responsible for naming all city-owned facilities, structures and improvements, whether natural or manmade, including but not limited to: Libraries, buildings, parks, and recreation facilities located within the City of Plano. The authority to name all meeting rooms and other internal rooms or auditoriums within city-owned facilities shall also be reserved to the city council unless such naming rights are granted as a sponsorship program authorized by the city council.

III. Notification of the Mayor

The City Manager shall inform the Mayor of the need for parks or facilities to be named prior to or during development of the park site or facility. Multiple parks and facilities may be named at the same time.

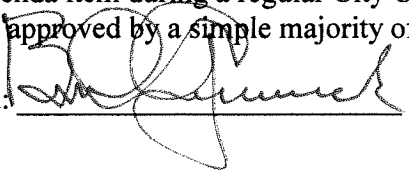
IV. Procedures

- A. **Committee** – The mayor will appoint two City Council Members to sit on a naming committee along with the Chairperson of the Parks and Recreation Planning Board and the Director of Parks and Recreation or his/her designee. The Senior Advisory Board Chairperson may be included when naming senior facilities.
- B. **Timing** – Park sites and facilities will be named prior to or during development. Names should be determined with sufficient time to allow for the manufacture of signs or printing of other materials prior to the opening of the facility.
- C. **Naming Parks and Facilities after People** – Parks and facilities may be named in honor of a person. The person should have made a major contribution to the City of Plano and/or the Plano parks and recreation system, or the person should be known for some other significant accomplishment.
- D. **Naming of Sections of a Park or Facility** – Sections of a park or facility, such as a playground or meeting room, may be given a name which is different from that of the overall park or facility.
- E. **Renaming Parks or Facilities** – When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.

V. CITY COUNCIL APPROVAL PROCESS

The committee's council members will present the committee's recommendation as an agenda item during a regular City Council meeting. The naming of a park or facility must be approved by a simple majority of City Council members present.

Approved: _____

A handwritten signature in black ink, appearing to be "B. J. ...", written over a horizontal line.

Date: _____

10/12/18