



CITY COUNCIL

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

DATE: June 24, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Pastor Rita Kopecki - New Hope Christian Fellowship

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Boys and Girls Clubs of Collin County - Plano

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: July is Parks and Recreation Month. **Presented**

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) June 10, 2019 and June 18, 2019 **Approved**

Approval of Expenditures

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

- (b) Rejection of RFP No. 2018-0011-C for an Integrated Sales Order and Retail Management System from all proposers. **Approved**
- (c) RFP No. 2019-0173-C for a one (1) year contract with five (5) one-year City optional renewals for Los Rios Park Year-Round Maintenance for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$322,648 (\$258,278 for regular maintenance plus \$64,370 additional services for unforeseen events such as major floods in excess of three per year and additional application of pesticides or herbicides); and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (d) To approve the purchase of twenty (20) Chevrolet PPV Tahoes in the amount of \$684,545 from Caldwell Country Chevrolet and two (2) Chevrolet Suburbans in the amount of \$82,296 from Reliable Chevrolet, for Fleet Services to be utilized by Police and Fire-Rescue, for a total cost of \$766,841 through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16 and Tarrant County Contract No. 2019-014) **Approved**
- (e) To approve the purchase of Liberty Recreation Center Furniture in the amount of \$125,833 from Business Interiors, McKinney Office Supply, Inc., and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 18-7109; Choice Partners 18/01KC-05; Sourcewell 031715-STI and 031715-KII; BuyBoard 584-19; TCPN R142201; and NIPA R142213 and R142208) **Approved**
- (f) To approve the purchase of services and materials for the Schimelpfenig Library Carpet Replacement in the estimated amount of \$134,750 from Spectra Contract Flooring Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 561-18) **Approved**
- (g) To approve the purchase of Schimelpfenig Library Furniture in the amount of \$143,667 from Business Interiors, McKinney Office Supply, Inc., Wilson Office Interiors, LLC, and GL Seaman & Company through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 15-7109, 17-7126, 13-710130, and 18-7109; TIPS 180305; Sourcewell 031715-KII and 031715-PHL; and NIPA P15-150) **Approved**

Approval of Request

- (h) To grant an Easement to Texas IntownHomes, LLC for the purpose of installation of water and sewer lines across City of Plano property located at 1403 H Avenue, City of Plano; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Expenditure

- (i) To ratify an expenditure in the amount of \$649,067 for the Ohio - Razor Emergency Waterline Repair Project for Public Works; and authorizing the City Manager to execute all necessary documents. **Approved**
- (j) To approve an expenditure for professional engineering services for Cottonwood Creek No. 1 Greenbelt Study, Grading, and Drainage, Project No. 7143, in the amount of \$137,860 from Pacheco Koch Consulting Engineers, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure for construction materials testing services for Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, in the amount of \$55,089 from ECS Southwest, LLP for Engineering; and authorizing the City Manager to execute all necessary documents. **Approved**
- (l) To approve an expenditure for professional engineering services for Screening Walls - Custer Road from Treehouse Lane to Cross Bend Drive and Wooded Creek Addition, Project No. 7140, in the amount of \$175,251 from Nathan D. Maier Consulting Engineers, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. **Approved**
- (m) To approve an expenditure for professional engineering services for Commerce Drive Reconstruction - 15th Street to Plano Parkway, Project No. 7141, in the amount of \$340,300 from Teague, Nall and Perkins, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (n) To approve a Subrecipient Agreement between the City of Plano and the Legacy Area Transportation Management Association in the amount of \$686,275 which is funded through an agreement between the City of Plano and the Texas Department of Transportation; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (o) **Resolution No. 2019-6-3(R):** To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano; certifying that the Legacy Trail at Means Drive to Penelope Lane project has been dedicated for public park and recreational purposes; and providing an effective date. **Adopted**

Adoption of Ordinances

- (p) **Ordinance No. 2019-6-4:** To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date. **Adopted**
- (q) **Ordinance No. 2019-6-5:** To adopt and enact Supplement Number 128 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; 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 adoption of Ordinance 2019-6-6** as requested in Zoning Case 2019-006 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 18.5 acres of land located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; 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: Diodes Incorporated **Conducted and adopted**
- (2) **Ordinance No. 2019-6-7:** To amend Article XII, Park and Recreation Fee, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas by amending Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273; to update fees and make other changes to the Park and Recreation Fee Ordinance; and providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date. **Adopted with amendments**

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: 6/24/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: July is Parks and Recreation 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: 6/24/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

June 10, 2019 and June 18, 2019 **Approved**

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Meeting Minutes	6/11/2019	Minutes
Regular Session Minutes	6/11/2019	Minutes
Special Called Session	6/19/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 10, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Tom Harrison – arrived at 5:01 p.m.
Rick Smith

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, 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, June 10, 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; and to discuss Real Estate, Section 551.072; 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 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
- **DART Quarterly Report**
- **Park Fee Ordinance Update**
- **Economic Development Policy Discussion** – this item was postponed to a future meeting.
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:26 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
June 10, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 10, 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

Sr. Pastor Randall Worley with Prairie Creek Baptist Church led the invocation and Law Enforcement Explorer Post 911 led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: Plano Fire-Rescue and the Plano Firefighters Association are presenting a check representing the raised funds from the annual Fill the Boot campaign to the Muscular Dystrophy Association. **This item was postponed to a future meeting.**

Comments of Public Interest

Matt Dixon spoke to the Plano Tomorrow Plan lawsuit.
John Donovan spoke to an April 24th Plano Star Courier article and comments of public interest.

Consent Agenda

MOTION: Upon a motion made by Council Member Grady and seconded Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve all items on the Consent Agenda, as follows:

Approval of Minutes

May 28, 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. 2019-0387-B for Painting of Concrete Screening Walls - Phase VI, Project No. 7122, for Public Works Department to J.N.A. Painting and Contracting Company, Inc. in the amount of \$134,875; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2019-0004-C for a one (1) year contract with nine (9) City optional renewals for an eProcurement System for the Procurement and Project Management Department to Ion Wave Technologies, Inc., in the estimated annual amount of \$37,500 for the first term and in an estimated annual average expenditure of \$37,508 for the subsequent renewal terms; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2019-0361-B for Shady Brook Trail Repair at Woodland Creek Drive, Project No. 6910, for Parks and Recreation to North Rock Construction, LLC in the amount of \$97,747; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFP No. 2018-0140-C for a four (4) year contract for Water Meter Replacement Project for Customer and Utility Services Department to Professional Meters, Inc. in the estimated amount of \$2,132,980; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Purchase from an Existing Contract

To approve the purchase of software support services for NetMotion for Technology Services in the amount of \$52,022 from Mobile Wireless, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-3810) (Consent Agenda Item “F”)

To approve the purchase of Cisco switch modules and hardware for NextGen Fiber Project for Technology Services in the amount of \$939,307 from Presidio Networked Solutions Group, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4167) (Consent Agenda Item “G”)

To approve the purchase of Specticle Flo Herbicide for the Parks and Recreation Department in the amount of \$145,160 from Helena Chemical Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 529-17) (Consent Agenda Item “H”)

To approve the purchase of Disaster Debris Clearance and Removal Services for a three (3) year contract with two (2) optional one-year renewals in an amount not to exceed \$2,617,830 from a primary provider, CrowderGulf, LLC, and in an amount not to exceed \$2,876,392 from a secondary provider, Ceres Environmental Services, Inc., through an existing contract; and authorizing the City Manager to execute all necessary documents. (H-GAC DR09-17) (Consent Agenda Item “I”)

Approval of Contract Modification

To ratify an expenditure of \$17,259 for Retirement Security Plan Trustee Bank first quarter services and approve an estimated amount of \$52,741 for the remainder of the year, for an estimated total annual amount of \$70,000, to Frost Bank to be utilized by the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2015-445-C, Modification No. 1) (Consent Agenda Item “J”)

To approve an increase to the current awarded contract amount of \$49,000 by \$3,345, for a total contract amount of \$52,345, for Engineering Professional Services at Sand Storage Facility from Pacheco Koch Consulting Engineers, Inc.; and authorizing the City Manager to execute all necessary documents. (Project No. 6869, Modification No. 1) (Consent Agenda Item “K”)

To approve an increase to the current awarded contract amount of \$49,153 by \$26,100, for a total contract amount of \$75,253, for Materials Testing at Enfield Park Athletic Maintenance Facility from Terracon Consultants, Inc.; and authorizing the City Manager to execute all necessary documents. (Project No. 6416, Modification No. 1) (Consent Agenda Item “L”)

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 Cellco Partnership d/b/a Verizon Wireless; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

Approval of Expenditure

To ratify an expenditure in the amount of \$88,422 for solid state hard drives from Dell Marketing LP for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure for Professional Design Services for West Plano Estates & Hunters Glen Water and Pavement Rehab Phase 2, Project No. 7136, in the amount of \$366,846 from Raymond L. Goodson Jr., Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

Adoption of Ordinances

Ordinance No. 2019-6-1: To amend the existing Building Inspections Department Fee Schedule to comply with state law; 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. (Consent Agenda Item “P”)

With no further discussion, the Regular City Council Meeting adjourned at 7:21 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
June 18, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Rick Smith

COUNCIL MEMBERS ABSENT

Ron Kelley, Mayor Pro Tem
Tom Harrison – in the audience

COUNCIL MEMBER ELECT PRESENT

Shelby Williams
Lily Bao

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Michelle D’Andrea, Assistant City Attorney III
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 7:00 p.m., Tuesday, June 18, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

- 1) Resolution No. 2019-6-2(R): To canvass the election returns of the Runoff Election of June 8, 2019, for the election of one Member of Council to Place No. 5 and one Member of Council to Place No. 7; all for a term of four years; declaring the results; and resolving other matters on the subject.**

Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 6-0, to declare the election returns of the Runoff Election as canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 21,740 ballots cast and further made a motion to adopt a resolution of the election returns of the Runoff Election of June 8, 2019, for the election of one Member of Council to Place No. 5 and one Member of Council to Place No. 7; all for a term of four years; declaring the results; and resolving other matters on the subject; and further to adopt Resolution No. 2019-6-2(R).

- **Oath of Office for Incoming Council Members – Shelby Williams and Lily Bao**
Council Members Williams and Bao assumed their seats at the dais.
- **Remarks from Outgoing Council Members – Tom Harrison**

Mayor LaRosiliere then stated at 7:09 p.m. 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 receive information regarding Economic Development, Section 551.087; and discuss Personnel matters, 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 Special Called Session at 8:04 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
Personnel – Appointment of Mayor Pro Tem and Deputy Mayor Pro Tem

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Smith, the Council voted 8-0, to appoint Anthony Ricciardelli as Deputy Mayor Pro Tem.

Upon a motion made by Mayor LaRosiliere and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to appoint Rick Smith as Mayor Pro Tem.

With no further discussion, the Special Called Session was adjourned at 8:07 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Purchasing

Department Head: Gerald Cosgrove

Agenda Coordinator: Pam Kirkland

CAPTION

Rejection of RFP No. 2018-0011-C for an Integrated Sales Order and Retail Management System from all proposers. **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): Sustainability & Environmental Services Fund

COMMENTS: This item has no financial impact.

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	6/11/2019	Memo

Date: May 6, 2019

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

From: Ryan Delzell, Environmental Waste Services Manager

Subject: Rejection of RFP No. 2018-0011-C Integrated Sales & Retail Management System

In March 2018, the City of Plano published a request for proposals to procure an integrated sales and retail management system to improve business processes for Texas Pure Products. On April 18, 2018, the City received one proposal from Denovo Ventures, LLC. Concurrently, internal Technology Services staff was developing software improvements for Texas Pure Products to improve retail processes. As the newly developed software was tested and implemented, the scope of RFP No. 2018-0011-C was significantly reduced. It is the recommendation of the Public Works Department to reject the proposal received from Denovo Ventures, LLC.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Nik Winter

CAPTION

RFP No. 2019-0173-C for a one (1) year contract with five (5) one-year City optional renewals for Los Rios Park Year-Round Maintenance for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$322,648 (\$258,278 for regular maintenance plus \$64,370 additional services for unforeseen events such as major floods in excess of three per year and additional application of pesticides or herbicides); and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	647,921	1,855,226	2,503,147
Encumbered/Expended Amount	0	-204,154	0	-204,154
This Item	0	-80,662	-1,855,226	-1,935,888
Balance	0	363,105	0	363,105

FUND(S): General Fund

COMMENTS: Funding for this request is available in the 2018-19 Grounds Maintenance Services Budget. This item is for a one (1) year contract with five (5) one-year City optional renewals to provide year-round grounds maintenance, in the estimated partial-year amount of \$80,662, which will leave a current year balance of \$363,105 for other grounds and landscape maintenance expenditures. Future annual expenditures are dependent on contract renewals in the estimated amount of \$322,648 for 2019-20 through 2023-24, and \$241,986 for 2024-25 in the Grounds Maintenance Services Budget. All future expenditures will occur within council-approved appropriations.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Award Recommendation Memo	6/3/2019	Memo
Recap	6/14/2019	Bid Recap

Date: May 24, 2019

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

From: Ron Smith, Park Services Manager

Re: Award Recommendation: 2019-0173-C Los Rios Park Year-Round Maintenance.

It is the recommendation of the Parks and Recreation Department to award 2019-0173-C, to The Davey Tree Expert Company in the estimated annual amount of \$322,648.04 for a one-year contract with five City-optional one-year renewals. Award amount includes \$258,278.04 for regular maintenance plus \$64,370 additional services for unforeseen events such as major floods in excess of three per year and additional application of pesticides or herbicides. This contract is to provide year-round grounds maintenance of 196.5-acre Los Rios Park.

The Davey Tree Expert Company was found to offer the best value to the City based on the following criteria:

Experience and Qualifications	40%
Quality of Proposed Services	20%
Cost	40%

If this contract is not awarded, in-house staff will have to perform year-round grounds maintenance at Los Rios Park, which will increase overtime compensation and reduce the maintenance frequency at other assigned park sites. Therefore, the Parks and Recreation Department will not be capable of effectively maintaining this additional site without compromising Plano standards of maintenance and compliance at all sites.

cc: Robin Reeves, Parks & Recreation Director
Jeff Schwartz, Park Services Superintendent

CITY OF PLANO

**RFP No. 2019-0173-C
Los Rios Park Year-Round Maintenance**

RFP RECAP

RFP opening Date/Time: April 25, 2019 / 2 PM

Number of Vendors Notified: 3,014

Number of Proposals Received: 6

Brightview Landscape Services, Inc.	\$257,458
The Davey Tree Expert Company	\$322,648
Dyna-Mist Construction Co.	\$1,945,452
High Quality Landscape Services, LLC	\$632,300
Lillard Lawn and Landscaping	\$326,900
Perfect Finish Landscaping	\$312,000

Recommended Vendor:

The Davey Tree Expert Company	\$322,648
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Nik Winter, Contract Specialist

May 29, 2019



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of twenty (20) Chevrolet PPV Tahoes in the amount of \$684,545 from Caldwell Country Chevrolet and two (2) Chevrolet Suburbans in the amount of \$82,296 from Reliable Chevrolet, for Fleet Services to be utilized by Police and Fire-Rescue, for a total cost of \$766,841 through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16 and Tarrant County Contract No. 2019-014) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19, 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	766,841	766,841
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-766,841	-766,841
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund and General Fund

COMMENTS: Funding for this item is subject to FY 2019-20 approved budget appropriations and will be made available in the FY 2019-20 Adopted Budget for the early acquisition of twenty (20) Chevrolet PPV Tahoes and two (2) Chevrolet Suburbans. Sixteen (16) Chevrolet PPV Tahoes are for the scheduled replacement in Cost Center 532 / Police. Four (4) Chevrolet PPV Tahoes are New Additions and two (2) Chevrolet Suburbans are scheduled replacements in Cost Center 552 / Fire.

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. 521-16 / Tarrant County Contract No. 2019-014 / City of Plano Internal Contract No. 2019-0491-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	6/11/2019	Memo
Cooperative Quote Recap	6/12/2019	Cooperative Quote Recap

Date: June 6, 2019

To: Mark D. Israelson, City Manager

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

Subject: Early Acquisition Police Tahoes and Fire-Rescue Suburbans Purchase Recommendation

It is the recommendation of Fleet Services to purchase twenty (20) Chevrolet Police Package (PPV) Tahoes in the amount of \$684,545.00 from Caldwell Country Chevrolet through BuyBoard Contract No. 521-16 and two (2) Chevrolet Suburbans in the amount of \$82,296.00 from Reliable Chevrolet through Tarrant County Contract No. 2019-014. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

Sixteen (16) Chevrolet PPV Tahoes are scheduled replacements from Recommended Capital Outlay FY2019-20 in Cost Center 532 Police. Four (4) Chevrolet PPV Tahoes are new additions from Recommended Capital Outlay FY2019-20 in Cost Center 532 Police. Two (2) Chevrolet Suburbans are scheduled replacements from Recommended Capital Outlay FY2019-20 in Cost Center 552 Fire. Due to operational demands and manufacturer production schedules, it is necessary to purchase at this time.

These units serve multiple purposes for the Police and Fire-Rescue Departments:

1. The PPVs are used to replace vehicles in the patrol, traffic, neighborhood police officer, and crime prevention units. Equipment replacement is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. If these units are not replaced, additional maintenance costs will be incurred and the salvage value of the units will be greatly depreciated.
2. Four (4) vehicles are also being added to the fleet and are earmarked for new budget positions.
3. The Suburbans will be used by Fire-Rescue Battalion Chiefs.
4. Failure to replace these units will most likely lead to more down time lost to vehicle repairs which would in turn lead to slower response times to public safety calls for service.

**CITY OF PLANO
SOLICITATION NO. 2019-0491-O
POLICE TAHOES AND FIRE-RESCUE SUBURBANS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: Five (5)

Number of "No Bids" Received: Two (2) for Chevrolet PPV Tahoes and One (1) for Chevrolet Suburbans

Number of Quotes Received: One (1) for Chevrolet PPV Tahoes and Two (2) for Chevrolet Suburbans

Line Item 1 – Twenty (20) Chevrolet PPV Tahoes:

Caldwell Country Chevrolet BuyBoard Contract No. 521-16	\$684,545.00
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Line Item 2 – Two (2) Chevrolet Suburbans:

Reliable Chevrolet Tarrant County Contract No. 2019-014	\$ 82,296.00
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Caldwell Country Chevrolet BuyBoard Contract No. 521-16	\$ 83,180.00
---	--------------

Recommended Vendors:

Caldwell Country Chevrolet	\$684,545.00
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Reliable Chevrolet	\$ 82,296.00
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Total Cost of Police Tahoes and Fire-Rescue Suburbans	\$766,841.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 4, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of Liberty Recreation Center Furniture in the amount of \$125,833 from Business Interiors, McKinney Office Supply, Inc., and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 18-7109; Choice Partners 18/01KC-05; Sourcewell 031715-STI and 031715-KII; BuyBoard 584-19; TCPN R142201; and NIPA R142213 and R142208) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	420,000	0	420,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-125,833	0	-125,833
Balance	0	294,167	0	294,167

FUND(S): General Fund

COMMENTS: Funding for this item is available in the FY 2018-19 Liberty Recreation Center budget. The purchase of furniture following the renovation of the Liberty Recreation Center, in the amount of \$125,833, will leave an available balance of \$294,167 for future furniture, fixture, and equipment expenditures.

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 18-7109; Choice Partners 18/01KC-05; Sourcewell 031715-STI and 031715-KII; BuyBoard 584-19; TCPN R142201; and NIPA R142213 and R142208; City of Plano Contract No. 2019-0410-O)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	6/14/2019	Memo
Coop Quote Recap	6/13/2019	Cooperative Quote Recap

Date: May 30, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Liberty Recreation Center Furniture Replacement – Bid #2019-0410-O

I have reviewed the bids submitted to replace furniture at Liberty Recreation Center. I recommend award to the lowest responsive, responsible bid which is a split award for McKinney Office Supply, Inc., for \$86,287.46; Wilson Office Interiors, LLC, for \$18,875.17; and Business Interiors, for \$20,670.26, in the total amount of \$125,832.89.

Additional bids were submitted by GL Seaman & Company for \$109,715.39 and Plano Office Supply for \$7,100.46. There were two companies with no bids: Ables-Land, Inc. and Texas Furniture Source, Inc.

The existing furniture 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 Liberty Recreation Center's Account #01-665-6208.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Richard Sievert
Matt Yager
Earl Whitaker
Michael Parrish
Marny Tackett
Kristie Bell



Quote No. 2019-0410-O

Liberty Recreation Center Furniture Replacement

Cooperative Quote Recap

Quote Due Date/Time: May 13, 2019 at 5:00 PM

Number of Vendors Contacted: 34

Vendors Submitting "No Bids": 2

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 5

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Business Interiors (Quoted 12 out of 13 Manufacturers)	\$140,115.15
Wilson Office Interiors, LLC (Quoted 12 out of 13 Manufacturers)	\$135,196.77
McKinney Office Supply, Inc. (Quoted 11 out of 13 Manufacturers)	\$124,015.46
GL Seaman & Company (Quoted 5 out of 13 Manufacturers)	\$109,715.39
Plano Office Supply (Quoted 1 out of 13 Manufacturers)	\$7,100.46

<u>RECOMMENDED VENDORS</u>	<u>AMOUNT</u>
McKinney Office Supply, Inc. Manufacturers: HON, Industry West, Krueger International, Sit On It, Steelcase, Stylex, Texacraft, Virco	\$86,287.46
Business Interiors Manufacturers: MityLite, OFS	\$20,670.26
Wilson Office Interiors, LLC Manufacturers: Allsteel, Global Industrial, JSI	\$18,875.17
Total Awarded Amount	\$125,832.89

Michael Parrish

Michael Parrish, Senior Buyer

June 6, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of services and materials for the Schimelpfenig Library Carpet Replacement in the estimated amount of \$134,750 from Spectra Contract Flooring Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 561-18) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	335,014	804,444	125,000	1,264,458
Encumbered/Expended Amount	-335,014	-125,966	0	-460,980
This Item	0	-134,750	0	-134,750
Balance	0	543,728	125,000	668,728

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget. Carpet Replacement at Schimelpfenig Library, in the amount of \$134,750, will leave a current year balance of \$543,728 available for future project expenditures at Schimelpfenig Library or other City of Plano facilities.

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 561-18, City of Plano Contract No. 2019-0380-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	6/13/2019	Memo
Coop Quote Recap	6/13/2019	Cooperative Quote Recap

Date: June 10, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Schimelpfenig Library Carpet Replacement - Bid #2019-0380-O

I have reviewed the bids submitted for the carpet replacement at Schimelpfenig Library. I recommend award to the lowest responsive, responsible bid provided by Spectra Contract Flooring Services, Inc. for \$134,750.00. There were two additional bids submitted from Gomez Flooring, Inc. in the amount of \$144,781.50 and One Source Commercial Flooring, Inc. in the amount of \$147,033.53.

The carpet is at the end of its expected life 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 #54432.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Sandy Bloomer
Libby Holtmann
Anthony Andros
Michael Parrish
Earl Whitaker



Quote No. 2019-0380-O

Schimelpfenig Library Carpet Replacement

Cooperative Quote Recap

Quote Due Date/Time: May 7, 2019 at 1:00 PM

Number of Vendors Contacted: 10

Vendors Submitting "No Bids": 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 3

VENDOR NAME

AMOUNT

Spectra Contract Flooring Services, Inc.

\$134,750.00

Gomez Floor Covering, Inc.

\$144,781.50

One Source Commercial Flooring, Inc.

\$147,033.53

RECOMMENDED VENDOR

AMOUNT

Spectra Contract Flooring Services, Inc.

\$134,750.00

Michael Parrish

Michael Parrish, Senior Buyer

June 10, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of Schimelpfenig Library Furniture in the amount of \$143,667 from Business Interiors, McKinney Office Supply, Inc., Wilson Office Interiors, LLC, and GL Seaman & Company through existing contracts; and authorizing the City Manager to execute all necessary documents. (TXMAS 15-7109, 17-7126, 13-710130, and 18-7109; TIPS 180305; Sourcwell 031715-KII and 031715-PHL; and NIPA P15-150) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	335,014	804,444	125,000	1,264,458
Encumbered/Expended Amount	-335,014	-125,966	0	-460,980
This Item	0	-143,667	0	-143,667
Balance	0	534,811	125,000	659,811

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget. Furniture Replacement at Schimelpfenig Library, in the amount of \$143,667, will leave a current year balance of \$534,811 available for future project expenditures at this Schimelpfenig Library or other City of Plano facilities.

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 15-7109, 17-7126, 13-710130, and 18-7109; TIPS 180305; Sourcwell 031715-KII and 031715-PHL; and NIPA P15-150; City of Plano Contract No. 2019-0351-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	6/14/2019	Memo
Coop Quote Recap	6/14/2019	Cooperative Quote Recap

Date: May 31, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Schimelpfenig Library Furniture Replacement – Bid #2019-0351-O

I have reviewed the bids submitted for the Schimelpfenig Library Furniture Replacement. Four responses were received and I recommend award to the lowest responsive, responsible bid which is a split award for McKinney Office Supply, Inc. for \$36,269.52; Wilson Office Interiors, LLC for \$24,077.48; Business Interiors for \$79,838.37 and GL Seaman & Company for \$3,481.32 in the total amount of \$143,666.69.

There were two companies with no bids: Ables-Land, Inc. and Texas Furniture Source, Inc.

The existing furniture 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 #54432.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Sandy Bloomer
Matt Yager
Michael Parrish
Earl Whitaker
Libby Holtman
Anthony Andros



Quote No. 2019-0351-O

Schimelpfenig Library Furniture Replacement

Cooperative Quote Recap

Quote Due Date/Time: May 13, 2019 at 5:00 PM

Number of Vendors Contacted: 32

Vendors Submitting "No Bids": 2

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 4

VENDOR NAME

AMOUNT

Wilson Office Interiors, LLC (Quoted 11 out of 11 Manufacturers)	\$152,822.68
Business Interiors (Quoted 10 out of 11 Manufacturers)	\$148,370.25
GL Seaman & Company (Quoted 9 out of 11 Manufacturers)	\$131,278.88
McKinney Office Supply, Inc. (Quoted 9 out of 11 Manufacturers)	\$135,698.87

RECOMMENDED VENDORS

AMOUNT

Business Interiors Manufacturers: Agati, Arcadia, Palmieri	\$79,838.37
McKinney Office Supply, Inc. Manufacturers: Krueger International, Palmer Hamilton, Sit On It	\$36,269.52
Wilson Office Interiors, LLC Manufacturers: Integra, National, Surfaceworks	\$24,077.48
GL Seaman & Company Manufacturers: Peter Pepper	\$3,481.32
Total Awarded Amount	\$143,666.69

Michael Parrish

Michael Parrish, Senior Buyer

June 6, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To grant an Easement to Texas IntownHomes, LLC for the purpose of installation of water and sewer lines across City of Plano property located at 1403 H Avenue, City of Plano; and authorizing the City Manager to execute all necessary documents. **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

Texas IntownHomes has now completed the 15th Street Town Home project's (see attached map) site engineering and has determined that an easement for utilities is needed from the City. The easement (see attached) will cross City property now used for parking by Courts and the Police Department. The easement will be in the future setback / fire lane should the City develop the property for other uses. In return for the granting the easement, the developer will abandon their cross access easement across the same parking lot. This abandonment will free the City from having to purchase it from the town home

association in the future.

Strategic Plan Goal:

Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	6/10/2019	Memo
Map	6/13/2019	Map
Easement	6/10/2019	Exhibit
Easement Description	6/10/2019	Exhibit

Date: June 7, 2019

To: Mark D. Israelson, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Utility Easement for the 15th Street Townhouse Project

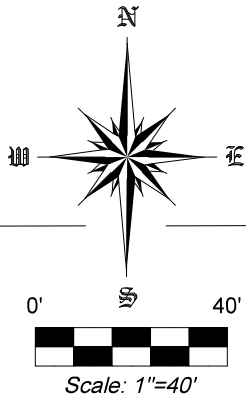
The 15th Street Townhouse Project is located on the southwest corner of 15th Street and H Avenue. The project consists of 48 single-family townhomes. IntownHomes, the developer, has worked closely with the neighborhoods to develop an aesthetic style that is very complementary to Downtown Plano. The proposed façade facing 15th Street is shown below:



In June 2018, the City Council approved of a development agreement in the not to exceed amount of \$225,000. The funds will allow for the construction of public improvements. The developer has now completed the project's site engineering and has determined that an easement for utilities is needed from the City. The easement, see attached survey, will cross City property now used for parking by Courts and the Police Department. In addition, the easement will be in the future setback / fire lane should the City develop the property for other uses. In return for the granting the easement, the developer will abandon their cross access easement across the same parking lot. This abandonment will free the City from having to purchase it from the townhome association in the future.

Location Map





Texas Intownhomes, LLC
(Tract IV called 0.376 acres)
CC# 20170518000639970,
CCLR

Texas Intownhomes, LLC
(Tract II called 0.239 acres)
CC# 20170518000639970,
CCLR

Texas Intownhomes, LLC
(Tract III called 0.650 acres)
CC# 20170518000639970,
CCLR

10' Water Esmt.
Vol. 5869, Pg. 6242 &
Doc. 2005-0027799, CCLR

POINT OF
BEGINNING

N00°12'08"W
20.00'

RCIRF

N89°36'34"E 134.47'

RCIRF

N89°36'27"E 112.96'

RCIRF

S00°10'02"W
20.00'

RCIRF
passing
@ 2.16'

20' Drainage & Sanitary
Sewer Esmt.

S89°36'34"W 134.54'

S89°36'27"W 112.77'

Lot 1, Block A
Live Oak Place
Vol. G, Pg. 395, CCMR

Lot 1, Block 1
Plano Justice Center
Vol. O, Pg. 516, CCMR

Legend

RCIRF	Roome Capped Iron Rod Found
CCMR	Collin County Land Records
CCLR	Collin County Map Records

Joseph Klepper Survey, A-213

04/14/19

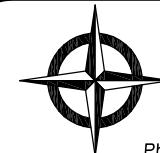
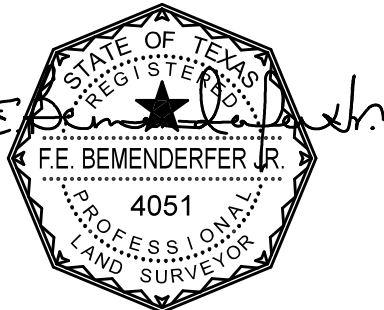
Exhibit "A" 20' Drainage & Sanitary Sewer Easement (4,947 Sq.Ft.)

Being part of Lot 1, Block 1
of Plano Justice Center as recorded
Volume O, Page 516, CCMR
Joseph Klepper Survey, Abstract No. 213
City, of Plano, Collin County, Texas
April 2019

Notes: Bearings based on Warranty Deed recorded under
CC# 20170518000639970, of the Collin County Land
Records.

Page 1 of 2

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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

EXHIBIT "A"
20' Drainage & Sanitary Sewer Easment
(4,947 SQ. FT.)
City of Plano
Collin County, Texas

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, and part of Lot 1, Block 1, Plano Justice Center, an addition to the City of Plano, as recorded in Volume O, Page 516 of the Collin County Map Records, with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the west right-of-way line of H Avenue, marking the southeast corner of a called 0.650 acre tract (Tract III), as recorded under County Clerk No. 20170518000639970 of the Collin County Land Records, and being the northeast corner of the herein described premises;

THENCE with the west right-of-way line of H Avenue, and passing through said Lot 1, Block 1 of the Plano Justice Center, South 00°10'02" West, 20.00 feet to a point marking the southeast corner of said premises;

THENCE with the south line of said premises and passing through said Lot 1, Block 1 as follows: South 89°36'27" West, 112.77 feet to a point for an angle break; South 89°36'34" West, 134.54 feet to a point being in the west line of said Plano Justice Center, the east line of Lot 1, Block A of Live Oak Place as recorded in Volume G, Page 395 of the Collin County Map Records, and marking the southwest corner of said premises;

THENCE with the east line of said Lot 1, Block A of Live Oak Place, the east line of a called 0.376 acre tract being described as Tract IV under County Clerk No. 20170518000639970 of the Collin County Land Records, and the west line of said Plano Justice Center, North 00°12'08" West, passing at 2.16 feet a Roome capped iron rod found marking the southeast corner of said 0.376 acre tract, and continuing for a total distance 20.00 feet to a Roome capped iron found marking the southeast corner of a called 0.239 acre tract, being described as Tract II under County Clerk No. 20170518000639970 of the Collin County Land Records, and the northwest corner of said premises;

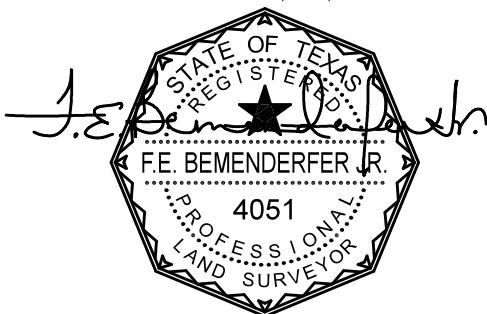
THENCE passing through said Lot 1, Block 1 of the Plano Justice Center, and with the south line of said Tract II, the north line of said premises, North 89°36'34" East, 134.47 feet a Roome capped iron rod found marking the southeast corner of Tract II, and the southwest corner of the aforementioned Tract III;

THENCE continuing passing through said Lot 1, Block 1 of the Plano Justice Center, and with the south line of said Tract III, the north line of said premises, North 89°36'27" East, 112.96 feet to the place of beginning and containing 4,947 square feet of land.

Exhibit "A"
20' Drainage & Sanitary
Sewer Easement (4,947 Sq.Ft.)

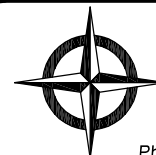
*Being part of Lot 1, Block 1
of Plano Justice Center as recorded
Volume O, Page 516, CCMR
Joseph Klepper Survey, Abstract No. 213
City, of Plano, Collin County, Texas
April 2019*

04/14/19



Page 2 of 2

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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: 6/24/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

To ratify an expenditure in the amount of \$649,067 for the Ohio - Rasor Emergency Waterline Repair Project for Public Works; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		51,399	448,601	300,000	800,000
Encumbered/Expended Amount		-51,399	-15,962	0	-67,361
This Item		0	-649,067	0	-649,067
BALANCE		0	-216,428	300,000	83,572

FUND(S): Water CIP

COMMENTS: This item was not anticipated in the 2018-19 Water CIP. Emergency construction services to repair a damaged waterline, in the amount of \$649,067, exceeds water distribution system improvements by \$216,428. This overage will be addressed through the 2018-19 re-estimate budget process.

SUMMARY OF ITEM

The City of Plano is exempt from the competitive bid process for this expenditure as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2&3).

See Recommendation Memorandum for more detail.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	6/12/2019	Memo
Location Map	6/12/2019	Map

Date: June 8, 2019

To: Mark D. Israelson, City Manager

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

Subject: Ohio - Rasor Emergency Waterline Repair

A water main leak at the intersection of Ohio Drive and Rasor Boulevard was recently repaired. The leak was on a 36-inch water main that is approximately 15 feet deep. The location was in the center of the intersection of two major arterial roadways. The location was further complicated by its close proximity to an adjacent 84-inch drainage pipe and a connection to a 42-inch water main.

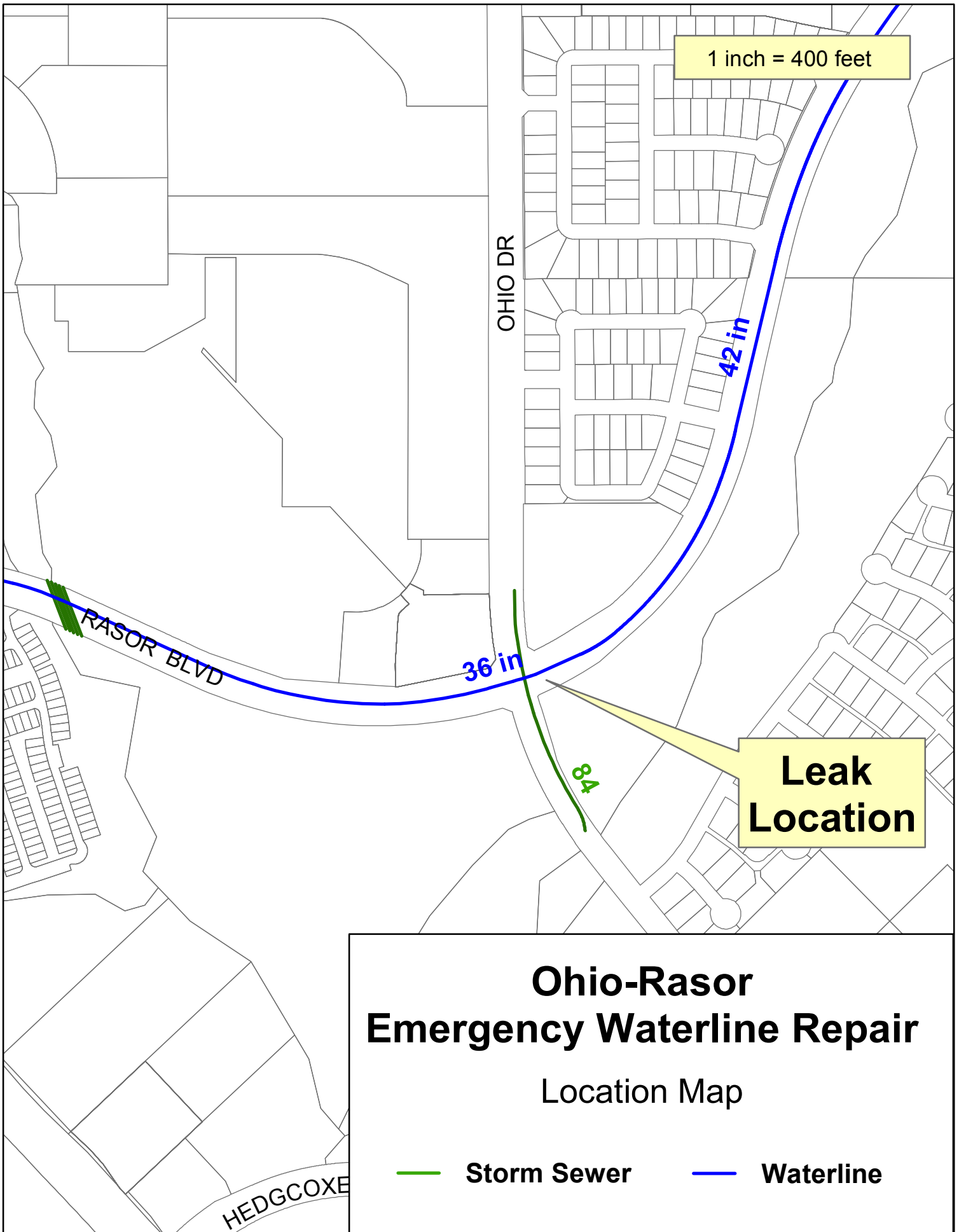
The water leak was isolated by closing valves. Because of the cooler weather and rains that we had been experiencing, the water system capacity was not affected by the loss of flow through this large main. However, with the approach of summer with hot and dry weather, the capacity of this water main would have quickly become essential.

The Public Works team has neither the equipment nor the expertise required to perform this type of repair; therefore, in close coordination with our Procurement Staff, they contacted four contractors that have the capability to perform the emergency repair to the water main.

Chapter 252, Subchapter B, Section 252.022 of the Texas Local Government Code provides a list of exemptions from a competitive bid process. Section 252.022(a)(2) exempts procurements necessary to preserve or protect the public health or safety of the municipality's residents and Section 252.022(a)(3) exempts procurements necessary because of unforeseen damage to public machinery, equipment, or other property.

Moss Utilities, LLC was contracted to perform the work consisting of: establish and maintain traffic control, excavate to expose the leaking water main, perform the repair on the water main, backfill the excavated area with stable material and replace the damaged street pavement and sidewalk, for a total cost of \$649,066.67.

The water main has been repaired and is back in service in time to meet the demands of the summer irrigation season.





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Dave Leong x7251

CAPTION

To approve an expenditure for professional engineering services for Cottonwood Creek No. 1 Greenbelt Study, Grading, and Drainage, Project No. 7143, in the amount of \$137,860 from Pacheco Koch Consulting Engineers, Inc. for Parks and Recreation Department; 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	0	20,000	140,000	160,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-19,694	-118,166	-137,860
Balance	0	306	21,834	22,140

FUND(S): Municipal Drainage CIP

COMMENTS: Funding for this item is available in the 2018-19 Municipal Drainage CIP and is planned for future years. This study for grading and drainage improvements along the Cottonwood Creek Greenbelt, in the amount of \$137,860, will leave an available balance of \$22,140 for future expenditures related to this project.

SUMMARY OF ITEM

PROJECT BACKGROUND

The Parks and Recreation Department recommends approval of an expenditure in the amount of

\$137,860 for professional engineering services from Pacheco Koch Consulting Engineers, Inc. for the Cottonwood Creek No. 1 Greenbelt Study, Grading & Drainage (Park to Los Robles). The project includes a flood study and construction planning to improve grading along the Cottonwood Creek Greenbelt. This project will restore grading along the greenbelt as designed to mitigate the effects of buildup of sediment laden runoff, re-establish conditions suitable for maintenance operations and improve trail conditions.

SELECTION PROCESS

Pacheco Koch Consulting Engineers, Inc., was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0281-X.

EXPENDITURE AMOUNT

The contract fee of \$137,860 includes both special and basic services. The fee, which includes data acquisition of existing conditions including topographic survey and hydraulic cross-section collection; hydraulic and modeling analysis including a narrative drainage report, conditional letter of map revision (CLOMR) and letter of map revision (LOMR); environmental clearance reports including waters of the United States delineation, protected species habitat assessment and cultural resources assessment; full bidding documents with bid and construction phase services and Opinion of Probable Construction Cost (OPCC), is typical for a project of this size and scope.

IMPACT

The benefit of this project includes improving stormwater management, mitigating the buildup of sediment along this section of greenbelt, re-establishing conditions suitable for maintenance operations and improving trail conditions.

If the project is not awarded, grading conditions along the trail and greenspace will not be improved resulting in eventual trail and greenspace closures. With time the sediment will continue to build up and create an unmaintainable condition.

Strategic Plan Goal:

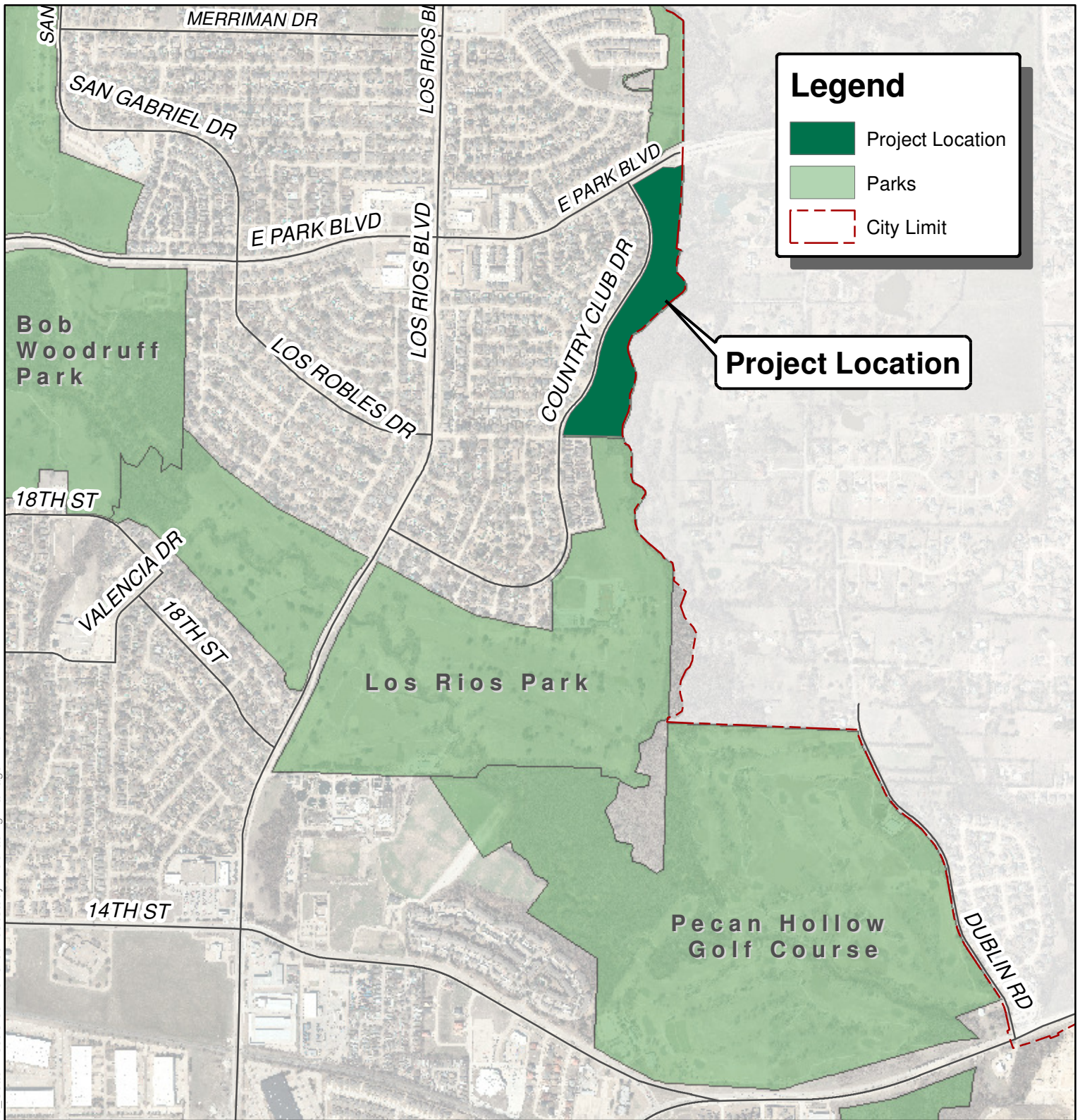
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/12/2019	Map

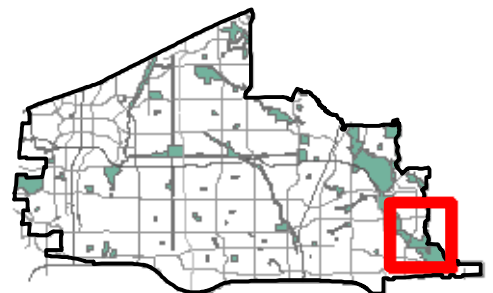


City of Plano Park Planning Division
6/5/2019

Location Map
**Cottonwood Creek No. 1
Greenbelt Study,
Grading & Drainage
(Park to Los Robles)**

Project Number: 7143
Page 50

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an expenditure for construction materials testing services for Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, in the amount of \$55,089 from ECS Southwest, LLP for Engineering; 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	338,330	1,316,670	3,525,000	5,180,000
Encumbered/Expended Amount	-338,330	-184,254	0	-522,584
This Item	0	-55,089	0	-55,089
Balance	0	1,077,327	3,525,000	4,602,327

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Construction materials testing services for the Screen Wall Replacement- Coit Road, Independence Parkway, Rainier Road and Legacy Drive project, in the amount of \$55,089, will leave a project balance of \$4,602,327 available for future expenditures on this or other street improvement projects.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$55,089.00 for

construction materials testing services from ECS Southwest, LLP, for the Screening Wall Replacement-Coit Road, Independence Parkway, Rainier Road and Legacy Drive project.

This project includes construction materials testing for the replacement of screening walls and sidewalks in the following locations:

1. Coit Road- West side of Coit Road between Carmichael Drive and Hedgcoxe Road and North side of Hedgcoxe Road between Coit Road and the Preston Ridge Trail, located east of Elliot Drive.
2. Independence Parkway- East side of Independence Parkway between North side of alley for Mollimor Drive and West Park Boulevard.
3. Rainier Road- East side of Rainier Road between the North side of the alley for Seabrook Drive and Legacy Drive.
4. Legacy Drive- North side of Legacy Drive between Harvey Lane and the Spring Creek Alley.

The total expenditure amount is for \$55,089.00.

ECS Southwest, LLP, was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0283-X.

The benefit of this project includes verification that the materials furnished and installed by the contractor meet or exceed project specifications and standards.

Not approving the expenditure would result in limiting the Contractor's accountability to provide materials meeting the specified requirements, which could possibly reduce the infrastructures service life.

Strategic Plan Goal:

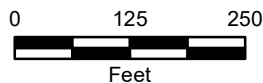
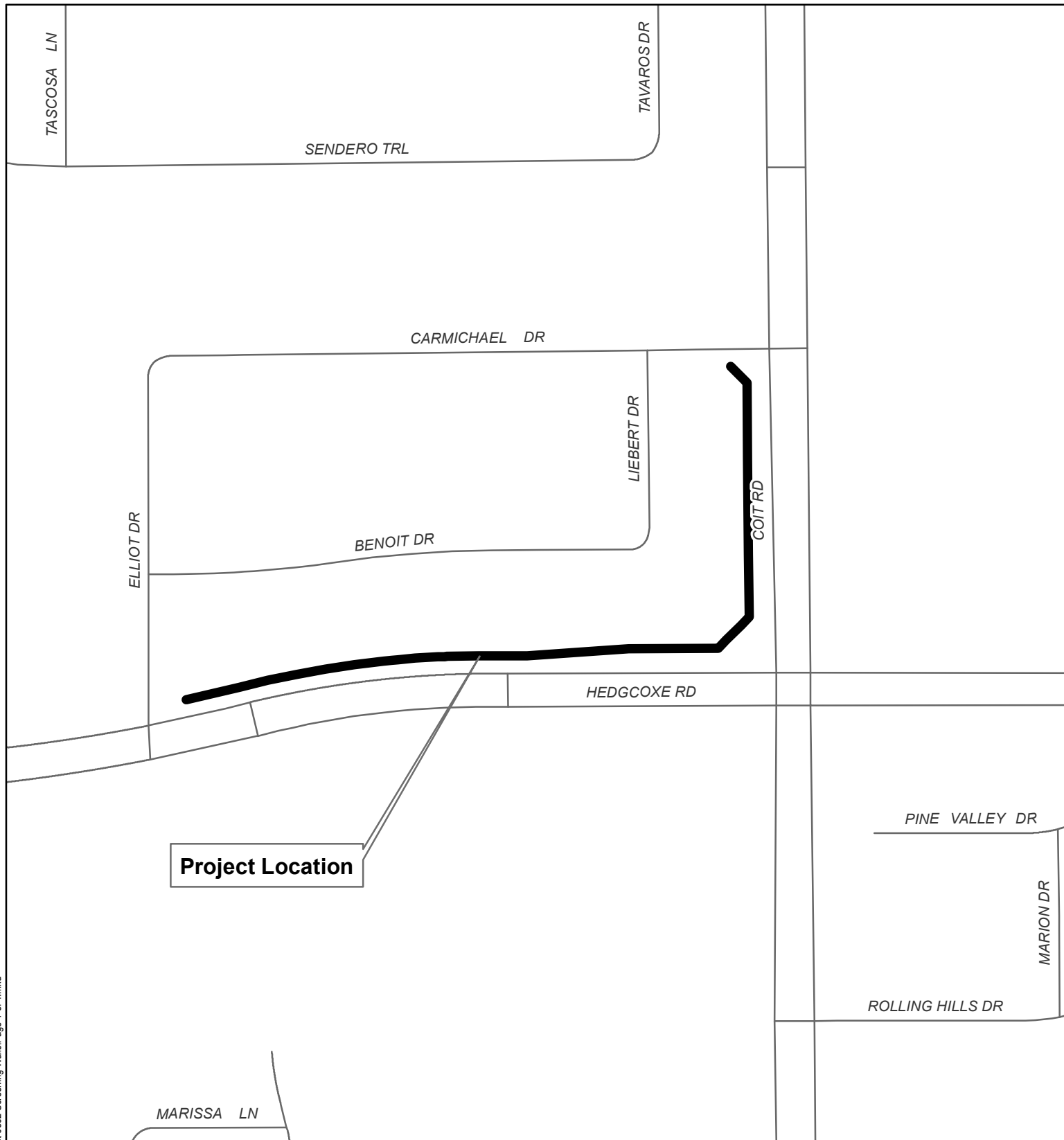
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

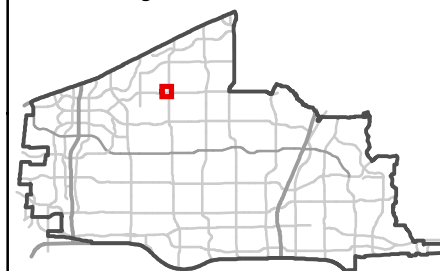
ATTACHMENTS:

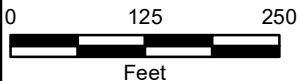
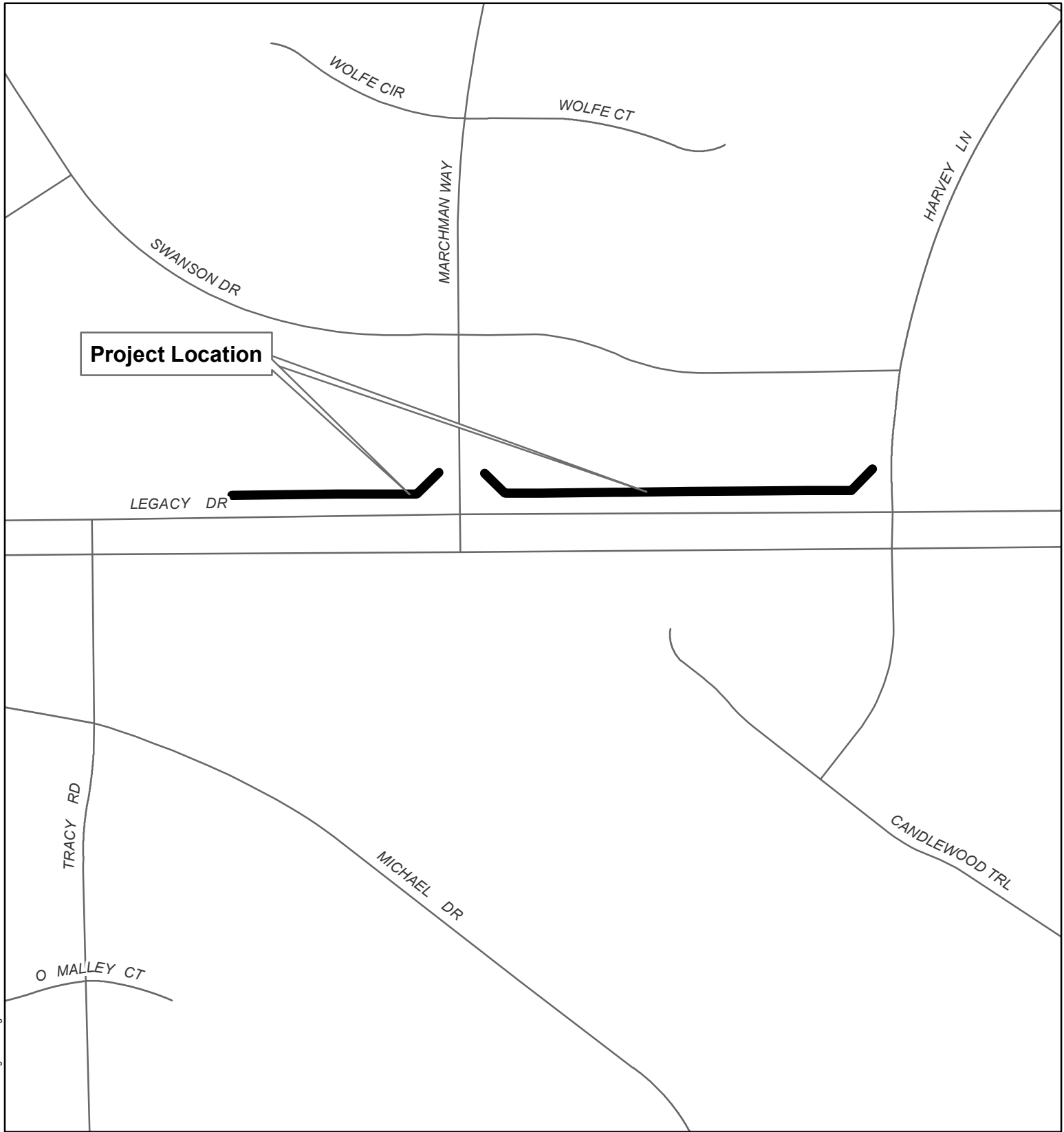
Description	Upload Date	Type
Location Map	6/12/2019	Map



Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

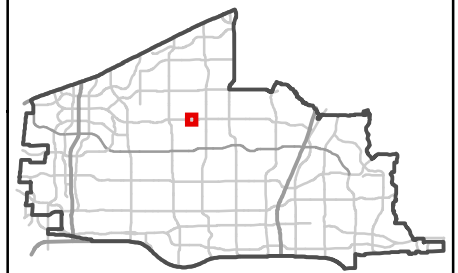
Project Location

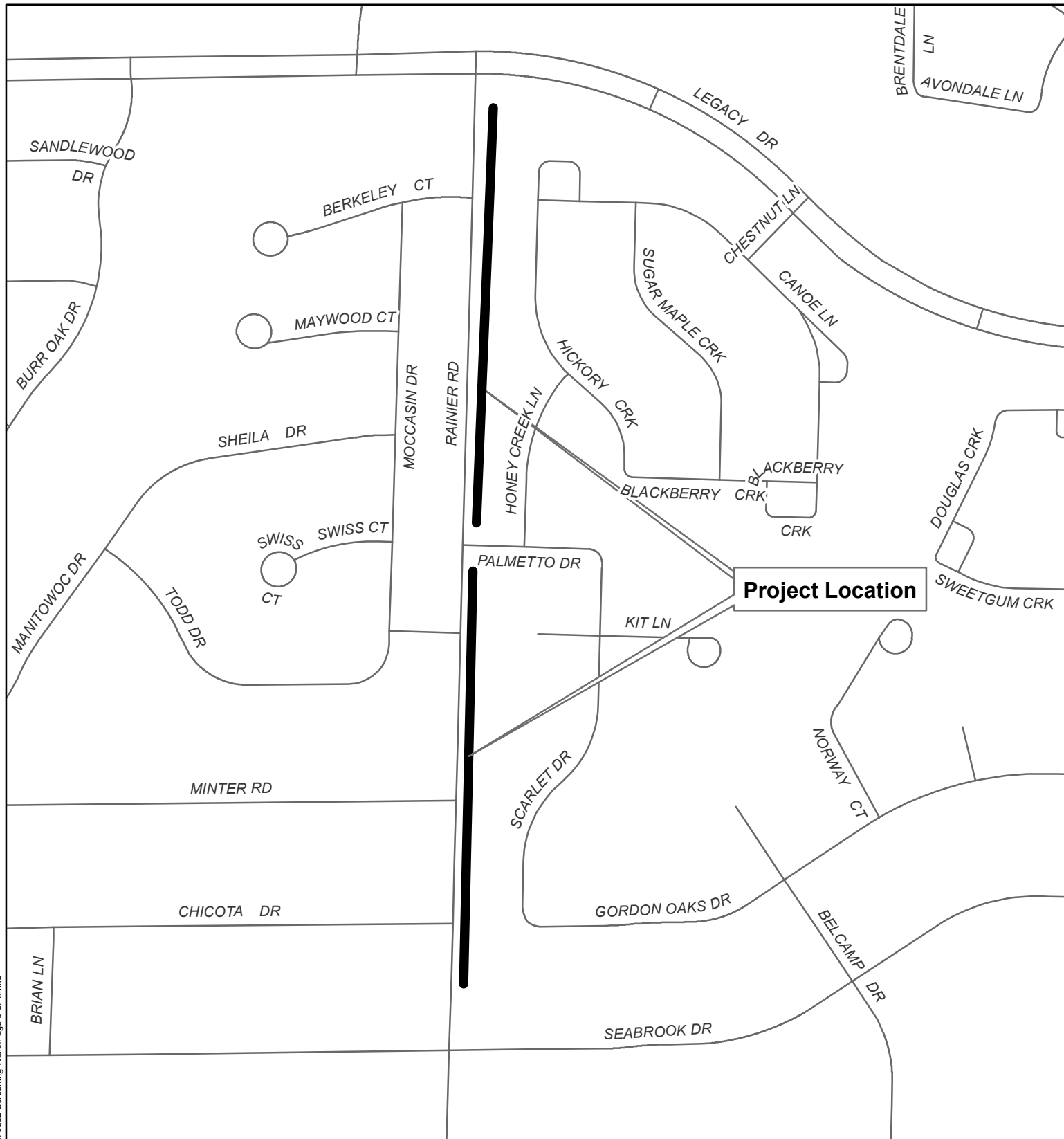




Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Project Location





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Feet



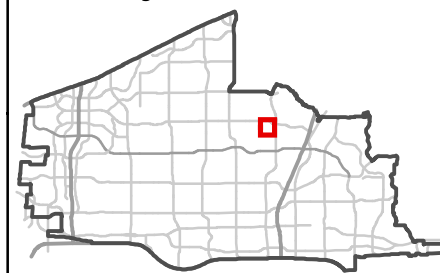
City of Plano GIS Division
September 2017

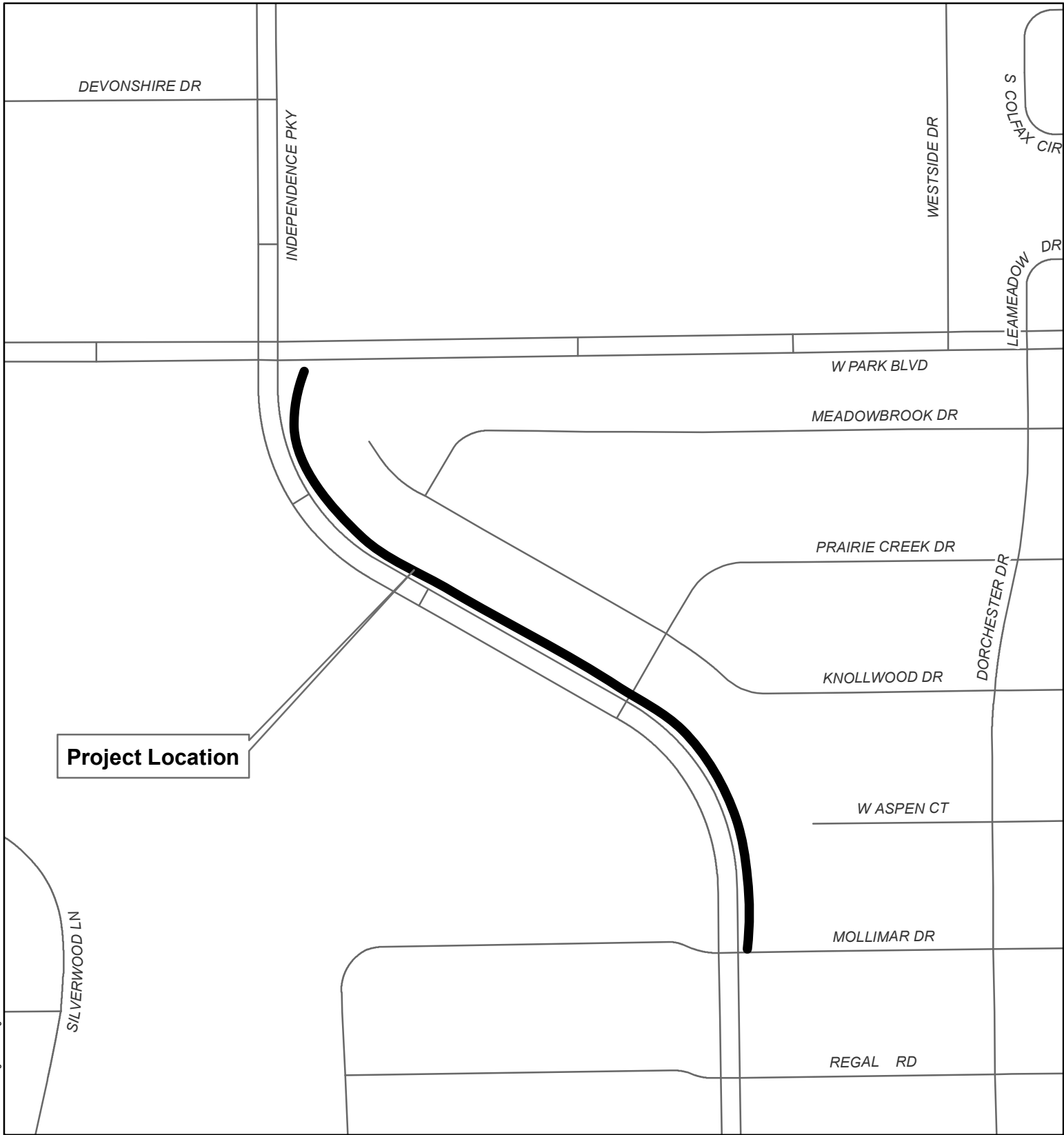
Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Page 3 of 4

Page 55

Project Location





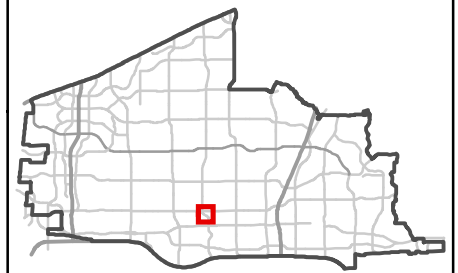
0 125 250
Feet



City of Plano GIS Division
September 2017

Screening Walls Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive Project No. 6892

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an expenditure for professional engineering services for Screening Walls - Custer Road from Treehouse Lane to Cross Bend Drive and Wooded Creek Addition, Project No. 7140, in the amount of \$175,251 from Nathan D. Maier Consulting Engineers, Inc. for Engineering; 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	0	150,000	700,000	850,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-80,000	-95,251	-175,251
Balance	0	70,000	604,749	674,749

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2018-19 Street Improvements CIP and is anticipated in future years. Professional services for the Screening Walls - Custer Rd from Treehouse Ln to Cross Bend Dr and Wooded Creek Addition project, in the amount of \$175,251, will leave a project balance of \$674,749 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$175,251.00 for

professional engineering services from Nathan D. Maier Consulting Engineers, Inc., for the Screening Walls-Custer Rd from Treehouse Ln to Cross Bend Dr and Wooded Creek Addition. This project includes new screening wall along Custer Rd from Treehouse Ln to Cross Bend Dr. The total expenditure is for \$175,251.00.

Nathan D. Maier Consulting Engineers, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-284-X.

The benefit of this project includes the reconstruction of deteriorating neighborhood infrastructure including screening walls and sidewalks.

Not approving the expenditure would result in continuing deterioration of neighborhoods infrastructure, including screening walls and sidewalks, and increased maintenance costs in the future.

Strategic Plan Goal:

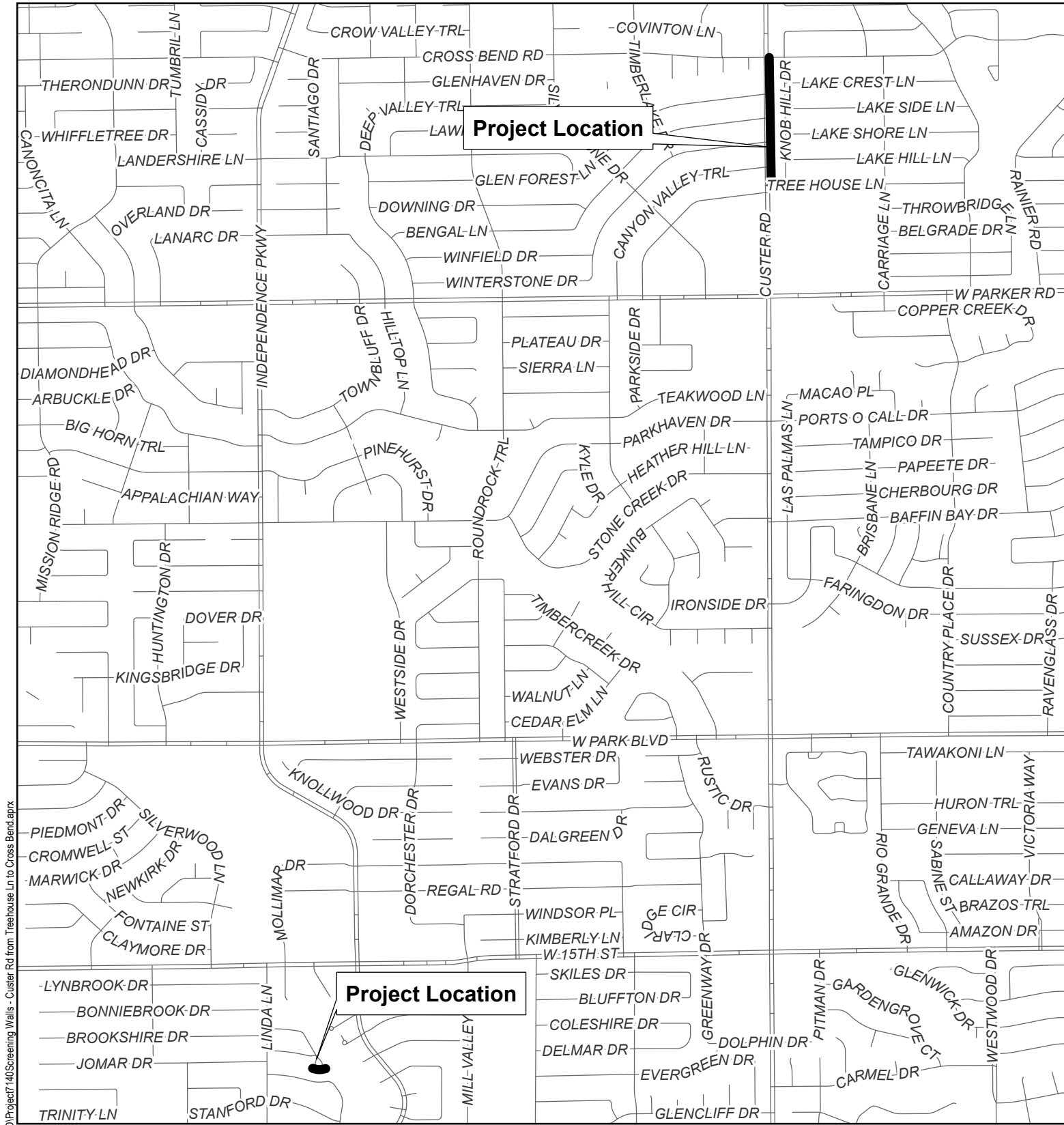
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

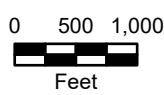
Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/11/2019	Map



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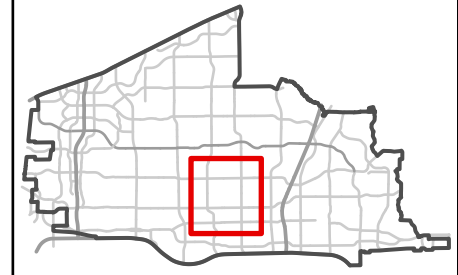


City of Plano BI-GIS Division
May 2019

Screening Walls – Custer Rd from Treehouse Ln to Cross Bend Dr and Wooded Creek Addition

Project No. 7140

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an expenditure for professional engineering services for Commerce Drive Reconstruction - 15th Street to Plano Parkway, Project No. 7141, in the amount of \$340,300 from Teague, Nall and Perkins, Inc. for Engineering; 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	0	110,000	265,000	375,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-100,000	-240,300	-340,300
Balance	0	10,000	24,700	34,700

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Professional services for the Commerce Drive Reconstruction - 15th Street to Plano Parkway project, in the amount of \$340,300, will leave an anticipated balance of \$34,700 before the construction phase of the project begins.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$340,300 for professional engineering services from Teague, Nall, and Perkins, Inc., for the Commerce Drive

Reconstruction - 15th Street to Plano Parkway Project. This project includes replacement of 2,400 linear feet of concrete pavement, curb, and sidewalk. Also, included in the project is the replacement of 2,400 linear feet of existing 12-inch water line and 8-inch sanitary sewer line. The total expenditure is for \$340,300. Teague, Nall and Perkins, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes the reduction in maintenance costs as well as inconvenience to the residents and local businesses. Not approving the expenditure would result in ongoing maintenance & additional maintenance costs, intermittent service interruptions, and reduction in quality of life for local residents and businesses.

Strategic Plan Goal:

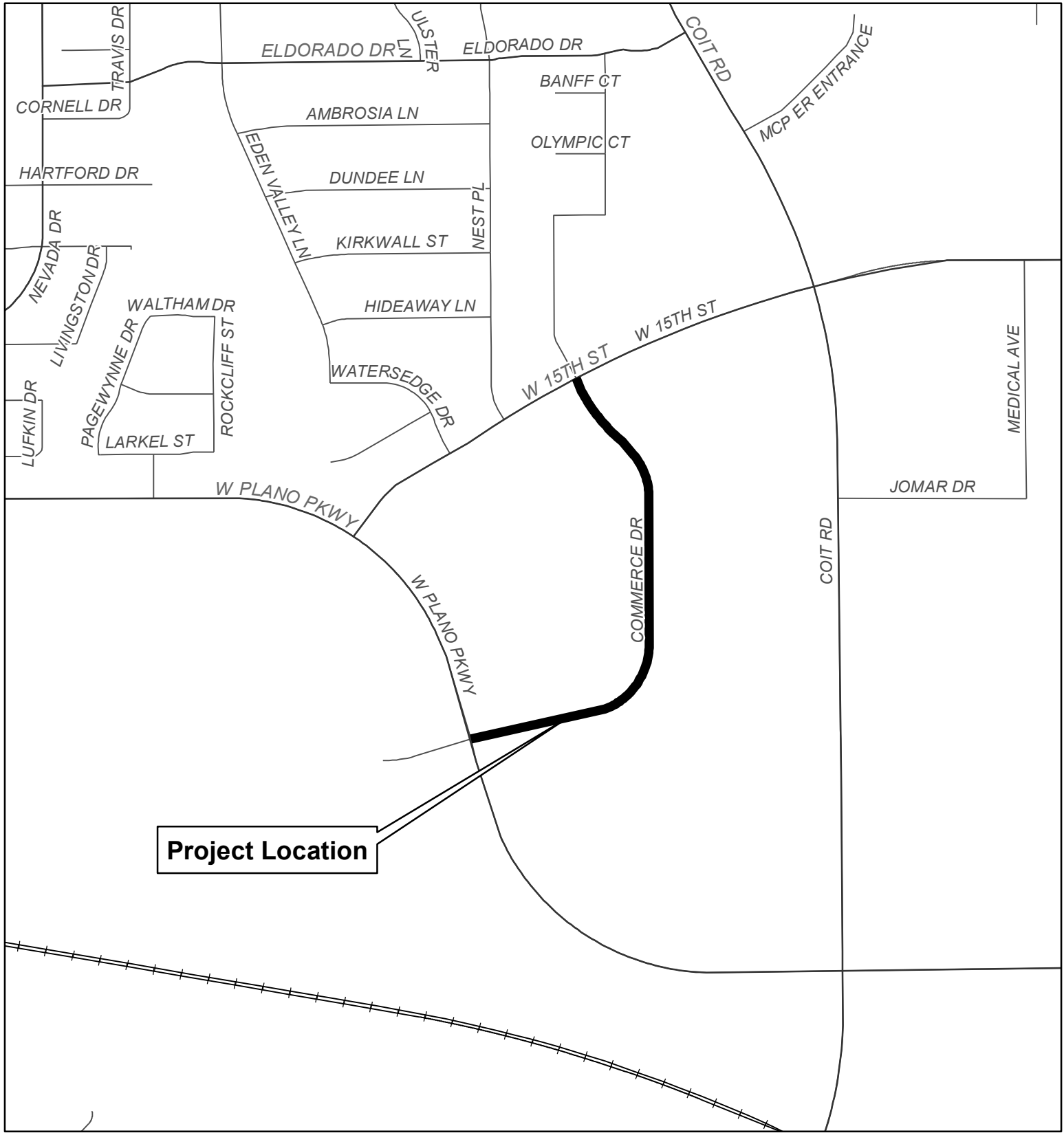
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

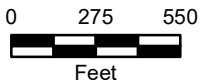
Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/6/2019	Map



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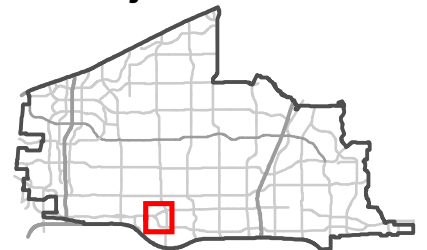
City of Plano, BI/GIS
May 2019

Commerce Dr. Reconstruction 15th Street to Plano Parkway

Project No. 7141

Page 62

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve a Subrecipient Agreement between the City of Plano and the Legacy Area Transportation Management Association in the amount of \$686,275 which is funded through an agreement between the City of Plano and the Texas Department of Transportation; and authorizing the City Manager to execute all necessary documents. **Approved**

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	686,275	0	686,275
Balance	0	686,275	0	686,275

FUND(S): Legacy TMA Fund

COMMENTS: This item facilitates an agreement for the receipt of grant funding for the Legacy Area Transportation Management Association (TMA), which will be administered by the City of Plano.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	6/17/2019	Memo
Agreement	6/17/2019	Agreement

Date: June 24, 2019

To: Mark D. Israelson, City Manager

Via: B. Caleb Thornhill, Director of Engineering

From: Brian Shewski, Transportation Engineering Manager

Subject: Legacy Area Transportation Management Association Subrecipient Agreement

On November 8, 2018, the City of Plano and the Texas Department of Transportation (TxDOT) entered into a Local Transportation Project Non-Construction Advance Funding Agreement (Funding Agreement) for the purpose of establishing and providing an operating budget for the Legacy Area Transportation Management Association (LATMA). The total of this Funding Agreement is \$700,000 of which \$686,275 is available to the LATMA through the City of Plano.

Staff has helped in establishing the LATMA, a Texas 501(c)(6) association including the development of the TxDOT Funding Agreement.

The City intends to enter into a subrecipient agreement with the Legacy Area Transportation Management Association which will give LATMA access to the Funding Agreement budget. These agreements are scheduled to expire on August 31, 2020.

SUBRECIPIENT AGREEMENT
between
THE CITY OF PLANO
and
LEGACY AREA TRANSPORTATION MANAGEMENT ASSOCIATION
for the
NON-CONSTRUCTION ADVANCE FUNDING AGREEMENT
for a
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM

WHEREAS, on November 8, 2018 the State of Texas through the Texas Department of Transportation (State) and the City of Plano, Texas (City), entered into a Local Transportation Project Non-Construction Advance Funding Agreement for a Surface Transportation Block Grant Program, On-System and Off-System (Funding Agreement); and

WHEREAS, the City intends to pass through funding it receives from the Funding Agreement to the Legacy Area Transportation Management Association, a Texas 501(c)(6) association(LATMA), for expenses eligible under the Funding Agreement and approved by the City; and

WHEREAS, the City and LATMA wish to enter into this Subrecipient Agreement (Agreement) to set forth the obligations of each party regarding the funds received from the Funding Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement is made and entered into by and between the City and LATMA, which may each be referred to as a "Party," and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. Award Amount.** City will reimburse LATMA's eligible costs, as outlined in Attachment B - Scope of Work, to the Funding Agreement, which is attached as Exhibit A and incorporated herein (Scope or Project), under the conditions in this Agreement, not to exceed the Maximum Award Amount of Six Hundred Eighty Six Thousand Two Hundred Seventy Five dollars and no cents (\$686,275.00). The actual amount of reimbursement may be less than the maximum award amount and will be determined under the conditions of this Agreement. TMA shall be responsible for any costs in excess of the maximum award amount.
- 2.2. Source of Funds.** The source of funds for this Agreement is U.S. Department of Transportation Surface Transportation Block Grant Program funds (Funding Program). LATMA agrees to comply with any and all requirements associated with the Funding Program and the Funding Agreement.

- 2.3. Indirect Costs.** LATMA'S eligible Indirect Cost rate under this agreement is 0%.
- 2.4. Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other Federal, State, and local law. Additionally, the LATMA shall ensure compliance with funding agency requirements set forth in Exhibit F.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope of Work.** City will provide reimbursement to LATMA for LATMA'S improvements under this Agreement, implemented through the Project, as more fully set out in the Scope. If there is a conflict between this Agreement and the Funding Agreement, the Funding Agreement prevails.
- 3.2 Scope of Work Changes.** Changes to the Scope must be agreed to by both Parties in writing.
- 3.3 Deadline.** LATMA shall complete the Scope by August 31, 2020.

ARTICLE 4. TERM

- 4.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. This Agreement shall automatically terminate upon completion of the Project.
- 4.2 Termination.** City may terminate this Agreement for convenience upon thirty days' written notice to LATMA. Either Party reserves the right to terminate this Agreement in whole or in part for cause. Notice of termination for cause must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, City shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

- 5.1 Payment.** LATMA may submit a Request for Reimbursement no more often than monthly. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by City. City will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to City. Costs incurred prior to execution of this Agreement are not be eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of City, other than grant funds received by City under the Funding Agreement for the purposes of reimbursement under this Agreement. City shall provide LATMA with written notice within five (5) business days after becoming aware that grant funds received by City from the Funding Agreement are no longer available for reimbursement to LATMA.

5.2 Reimbursement. LATMA shall submit its Reimbursement Request to City, Attn. Brian Shewski, City of Plano, Transportation Engineering Manager, 1520 K Avenue, Suite 250, Plano, Texas. Requests for Reimbursement shall include LATMA invoice printed on letterhead, proof of payment, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation. City may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the LATMA fails to submit necessary reports or provide other information requested by City under the terms of this Agreement. City may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

5.3 Certifying Official. As detailed in 5.2, the LATMA is required to provide signed invoices. The individual noted below has the authority, on behalf of the LATMA, to certify and serve as the signatory on invoices related to this project. The Certifying Official may be changed by LATMA at any time by giving written notice to the City, except that no City employee may serve as the Certifying Official. By signing the invoice, the Certifying Official is acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipient and contractors have been fully paid.

Any invoices received by City without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Glenn Gadbois

Title: LATMA Executive Director

5.4 Eligible Expenses. Costs incurred by the LATMA prior to issuance of a Notice to Proceed are not eligible for reimbursement. CITY may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by City in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E.

5.5 Availability of Funds. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by City. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received by City under the Funding Agreement.

5.6 Return of Funds. The LATMA agrees to return funds received from City for reimbursement under this Agreement where the LATMA has failed to comply with the requirements set forth in this Agreement or where the City does not receive funds under the Funding Agreement.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

6.1 Procurement Standards. LATMA agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements 2 CFR Part 200.317-.326. CITY may require the LATMA to submit its procurement

procedures and a written code of conduct prior to commencing the procurement for approval, as detailed in Exhibit B, Third Party Procurement Procedures. If LATMA fails to meet these requirements City may deny reimbursement requests. If such failure is determined after reimbursement has been made, LATMA, agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by City, the State, or the US Department of Transportation or its agents. LATMA shall provide City a written certification of compliance with 2 CFR 200.317-.326 prior to purchasing any equipment/technology under this agreement.

- 6.2 Equipment Use, Management, and Disposition.** LATMA agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the U.S. Department of Transportation in 2 CFR 200.313. The LATMA agrees to provide City reasonable information concerning the use and condition of the equipment upon request.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

- 7.1 Whole Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter, and supersedes all prior understandings and agreements regarding such subject matter.
- 7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 7.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 7.4 Assignment.** Without the prior written consent of City, the LATMA may not transfer or assign any rights or duties under or any interest in this Agreement.
- 7.5 Amendments.** Amendments to this Agreement must be agreed to in writing signed by each Party.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Liability.** The Parties agree that neither party is an agent, servant, employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 8.2 Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by

force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

- 8.3 Property Insurance.** LATMA must maintain sufficient property insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by City.
- 8.4 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 Disputes and Remedies.** LATMA and City shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

TMA

Mailing Address:

Legacy Area TMA
5725 Martin Road, #4268
Plano, Texas 75024

TMA Project Manager:

Glenn Gadbois
Executive Director
Glenn@LegacyConnect.Solutions
512-294-7446

City of Plano

Mailing Address:

1520 K. Avenue, Suite 250
Plano, Texas 75074

Project Manager:

Brian Shewski, P.E., PTOE
Transportation Engineering Manager
BShewski@Plano.gov

- 8.7 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue

for the adjudication or resolution of any dispute arising out of this Agreement shall be in Collin County, Texas.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

- 9.1 Maintenance.** LATMA shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2 Retention.** All records must be maintained for a minimum of four (4) years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. City, City's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS

- 10.1 Audits.** LATMA agrees that City, the State of Texas, and/or the Federal Government may conduct an audit or investigation related to funds received under this Agreement.
- 10.2 Single Audit Act.** As applicable, the performing Party shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

- 11.1 Equal Employment Opportunity.** LATMA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. LATMA shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 Davis-Bacon Act.** LATMA agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** LATMA agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 11.4 Rights to Invention Made Under Contract or Agreement.** LATMA agrees to comply with all applicable provisions of 37 CFR Part 401.

- 11.5 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** LATMA agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 11.6 Debarment/Suspension.** LATMA is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. LATMA and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions” which is included as Exhibit C of this agreement.
- 11.7 Restrictions on Lobbying.** LATMA is prohibited from using monies for lobbying purposes; LATMA shall comply with the special provision “restrictions on Lobbying,” which is included as Exhibit D of this Agreement. LATMA shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 11.8 Procurement of Recovered Materials.** LATMA agrees to comply with all applicable provisions of 2 CFR §200.322.
- 11.9 Buy America.** The LATMA agrees to comply with all Buy America requirements under 23 USC 313 and 23 CFR 635.410, which require a domestic manufacturing process for any steel or iron products. The LATMA must provide a Buy America Certification, example Certification document attached as Exhibit E, completed by the equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements.
- 11.10 Disadvantaged Business Enterprises (DBE).** The LATMA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 and 2 CFR 200.321 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

APPENDICES

The following appendices are attached and made part of this Agreement.

- Exhibit A:** Scope of Work
- Exhibit B:** Third Party Procurement Procedures
- Exhibit C:** Lower Tier Participant Debarment Certification
- Exhibit D:** Lobbying Certification and Disclosure of Lobbying Activities
- Exhibit E:** Buy America Certification
- Exhibit F:** TxDOT Flow Down Provisions

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of _____, 2019.

CITY OF PLANO

Mark D. Israelson
City Manager

LEGACY AREA TRANSPORTATION MANAGEMENT ASSOCIATION

Ignacio Herrera
President

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019 by Mark D. Israelson, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 2019
by Ignacio Herrera, President of LEGACY AREA TRANSPORTATION MANAGEMENT
ASSOCIATION, a Texas 501©(6) association, on behalf of said association.

Notary Public, State of Texas

EXHIBIT A
SCOPE OF WORK

CSJ #: 0918-24-239
District #: 18-Dallas
Code Chart 64 #: 33100
Project: Transportation Management Association
Limits: North Plano Legacy Business Area
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.:20.205
Not Research and Development

ATTACHMENT B SCOPE OF WORK

Project Goal

The project goal is for the Local Government to establish a Transportation Management Association (TMA) within the 2,800 acre Legacy Area. This area is bounded by the limits north of Spring Creek Parkway, south of State Route 121 (Sam Rayburn Tollway), and west of State Highway 289 (Preston Road) in the City of Plano. This TMA will provide defined transportation management services to mitigate traffic congestion by promoting alternative modes of transportation for the single occupant vehicle and transportation demand management strategies for the business owners. The commitment is to improve air quality and create an efficient transportation system. The TMA will actively recruit private and public members, establish transportation management plans and services by assisting area employees and employers with ridesharing, telecommuting, alternative work schedules, transit passes, parking management, database collection and management. In addition, the Local Government will provide ongoing technical support to the TMA including the development and evaluation of transportation management strategies.

Scope of the Work

The Local Government shall ensure the TMA completes all scope of work tasks, which consist of the following major elements:

1.0 Organization of the TMA

The TMA Organizational Committee (OC) will conduct the following work activities:

- 1.1 **Establish a Board of Directors.** The TMA OC will establish a working Board of Directors comprised of at least three (3) private sector members and two (2) public sector members.
- 1.2 **Hire an Executive Manager.** The TMA OC will procure the services of a paid Executive Manager who will lead the efforts on the following scope of work items.
- 1.3 **Create the Legacy Area TMA By-Laws.** The Executive Manager in conjunction with the TMA OC shall create By-Laws for the Legacy Area TMA.
- 1.4 **Recruit members from the private and public sectors.** Within the first year of a signed LAPFA, the TMA will recruit a goal of twelve (12) members from the public and private sectors. At least five (5) of these new members should be from large (50+ employees) private companies.

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- 1.5 Create the Legacy Area Transportation Management Association. Within six months of developing the TMA By-Laws, the Board of Directors shall create the Legacy Area TMA as an IRS 501(c) organization.

Deliverables:

- Initial Board of Directors member list
- Meeting minutes from all Board of Directors meetings including agendas, information packets, presentation, and minutes.
- Name and resume of Executive Manager hired
- Approved list of By-Laws
- Membership enrollment documentation including agency/company name and description
- Articles of Incorporation and/or IRS 501(c) letter of determination

All deliverables will be in an electronic format as approved by TxDOT.

2.0 Toolbox of Transportation Management Strategies

The TMA will conduct the following work activities:

- 2.1 Research and develop listing of Transportation Management Strategies. The TMA will research and develop a summary of known transportation management strategies in the following categories: a) Intelligent Transportation Systems; b) Incident Management; c) Regional Traffic Signal Operations; d) Active Transportation Management; e) Active Transportation Demand Management; f) Integrated Corridor Management; g) Weather Responsive Transportation Management; h) Special Event Transportation Management; and i) Geometric Improvements. This toolbox of transportation management strategies will form the basis from which all traffic related congestion issues are addressed.

- 2.2 Evaluation of Transportation Management Strategies. The TMA will evaluate the known Transportation Management Strategies for possible usage along the following roadways: SH 121 frontage roads, Dallas North Tollway frontage roads, SH 289 (Preston Road), Spring Creek Parkway, Legacy Drive, and Headquarters Drive. The applicable strategies will be summarized by road facility.

Deliverables:

- Summary of transportation management strategies
- List of applicable transportation management strategies for specific roadway usage

All deliverables will be in an electronic format as approved by TxDOT.

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3.0 Two (2) Year Transportation Management Plan

The TMA will conduct the following work activities:

- 3.1 Develop Transportation Management Implementation Plan. The TMA will develop a two (2) year transportation management plan to design, launch, and implement various strategies and programs to reduce vehicle trips, improve air quality and reduce traffic congestion. This plan will include the development of the following items:
 - 3.1.1 TMA goals and objectives
 - 3.1.2 Communications materials and program promotion plan
 - 3.1.3 Mobility service improvement ideas for use by employers, employees, local transportation companies, and local agencies
 - 3.1.4 List of transportation infrastructure ideas for consideration by local agencies
 - 3.1.5 DART specific transit plan
 - 3.1.6 Training materials
 - 3.1.7 Financial sustainability plan
- 3.2 Promote and provide defined transportation management services and solutions to area employees, employers and policy makers. This subtask will include the following work items:
 - 3.2.1 Consult with members to develop tailored implementation plans
 - 3.2.2 Summary of agreed upon services/solutions
 - 3.2.3 Start implementation process on agreed upon plans/ideas
- 3.3 Refine Transportation Management Implementation Plan. Based on data collected in Section 4.0 below and additional input provided throughout the progress of the program, the TMA shall update the Transportation Management Implementation Plan for use in subsequent years.

Deliverables:

- Transportation Management Implementation Plan (Initial)
- Summary report containing specific services and solutions
- Transportation Management Implementation Plan (Revised)

All deliverables will be in an electronic format as approved by TxDOT.

4.0 Program Monitoring and Documentation

The TMA will conduct the following work activities:

- 4.1 Monitor annual program progress. The following program elements will be monitored/collected and documented in an annual report:

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- 4.1.1 Total number of program participants including number of employers and employees engaged in activities
- 4.1.2 Program participant performance metrics including dollars spent by employer and/or local agency, percentage of employer members participating, number of employees curious/interested in Program via surveys, and data on employee commute behaviors via surveys
- 4.1.3 Public sector commitment to new services or infrastructure improvements including description of improvement, costs, and stage of decision making
- 4.1.4 Actual and/or anticipated return on investment for various Program elements
- 4.1.5 Summary of all implemented and planned Program services and infrastructure improvements
- 4.2 Monitor monthly program progress. The items listed in Section 4.1 above will be reported on during each Board of Director meeting. This information will be added to the minutes developed for each meeting.
- 4.3 Prepare Board of Director meeting minutes. The following items will be documented in meeting minutes for each TMA Board of Directors meeting:
 - 4.3.1 Agendas
 - 4.3.2 Information packets
 - 4.3.3 Presentation materials
 - 4.3.4 Progress reports
 - 4.3.5 Actions taken

Deliverables:

- Annual TMA Program Progress Report
- Monthly TMA Program Progress Report via Board of Director meeting minutes
- Board of Director meeting minutes

All deliverables will be in an electronic format as approved by TxDOT.

All information resources and information resources technology shall comply with the attached Exhibit 1, Computer Files and Information System Security Requirements, which is attached to this agreement.

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Exhibit 1

Computer Files and Information System Security Requirements

1. Data Requirements

1.1. Data, Data Dictionaries, and Data Flow Diagrams

Respondent shall ensure that any TxDOT data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

1.2. Data Transfer

- A. At the completion of a deliverable, Respondent shall transfer all data generated and stored for that deliverable to State in manner and format acceptable to the State.
- B. Any metadata associated with the data transferred must remain attached to that data.
- C. Respondent shall maintain the appropriate level of data security throughout the transfer of the data to State.

1.3. Encryption

Respondent shall encrypt all data considered confidential in accordance with

- (1) Chapter 202 of Title 1 of the Texas Administrative Code and
- (2) National Institute of Standards and Technology's ("NIST") SPECIAL PUBLICATION 800-53 REVISION 4.

1.4. Backup and Disaster Recovery

- A. Respondent shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure, or other disruption of business.
- B. Respondent shall maintain a disaster recovery plan. Respondent is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Respondent's reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

1.5. Open Records Requests

Respondent shall not release Information in response to an open records related to this agreement request unless IMD has approved the release.

2. INFORMATION Technology Services Security Requirements

2.1. IT Services Safeguards

- A. Respondent shall implement appropriate administrative, physical and technical safeguards, in accordance with the agencies security requirements, that reasonably and appropriately protect the confidentiality, integrity, and availability of information technology ("IT") services provided to the agency

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- B. Respondent shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's information resources security program pursuant to Chapter 202 of Title 1 of the Texas Administrative Code, which provides the Texas Department of Information Resources' Information Security Standards.**

2.2. IT Security Audit Rights

State may on one or more occasions perform an audit or a test or an audit and test of the security controls of any information system or systems provided under this agreement.

2.3. IT Security Incident Notification

Respondent shall immediately report to TxDOT any security incident that it becomes aware of.

2.4. Response time

- A. Respondent must provide proper treatment for any vulnerability that potentially impacts State's business or the security of State's information within 48 hours of learning of such vulnerability unless another response time is agreed to by Respondent and IMD.**
- B. Respondent's treatment of any vulnerability must be acceptable to State.**

2.5. Applicable Laws, Regulations, and Standards

- A. Respondent shall perform the services in accordance with the following standards, notify State of situations where compliance is not achievable, and assist State with the prevention of security gaps or conflicts that could impair security performance.**

- (1) National Institute of Standards and Technology's ("NIST") SPECIAL PUBLICATION 800-53 REVISION 4
- (2) Texas Department of Information Resources' ("DIR") SECURITY CONTROLS STANDARDS CATALOG

- B. Respondent shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services, which include the following.**

- (1) State Laws and Regulations
- (a) Title 1 of Texas Administrative Code
 - (A) Chapter 202 – Information Security Standards
 - (B) Chapter 206 – State Websites
 - (C) Chapter 213 – Electronic and Information Resources
 - (b) Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information
 - (c) Texas Government Code, Chapter 552 – Public Information
 - (d) Texas Health and Safety Code, Chapter 181 – Medical Records Privacy
 - (e) Texas Penal Code, Chapter 33 – Computer Crimes

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(2) Federal Laws and Regulations

- (a) Computer Fraud and Abuse Act ("**CFAA**") of 1986 (18 U.S.C. § 1030)
- (b) Computer Security Act of 1987 (Pub. L. 100-235)
- (c) Privacy Act of 1974 (5 U.S.C. §552a)
- (d) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d)
- (e) Internal Revenue Service's PUBLICATION 1075 – TAX INFORMATION SECURITY GUIDELINES FOR FEDERAL, STATE AND LOCAL AGENCIES
- (f) Gramm-Leach-Bliley Act ("**GLBA**"), also known as the Financial Services Modernization Act of 1999 (Pub. L. 106-102)
- (g) Children's Internet Protection Act ("**CIPA**") of 2000 (Pub. L. 106-554)
- (h) Children's Online Privacy Protection Rule ("**COPPA**") (16 CFR Part 312)

2.6. Information Technology Solution

- A. Any proposed information technology solution that will be installed on any TxDOT owned equipment or that will access TxDOT network must be reviewed and approved by the Texas Department of Transportation ("TxDOT") Information Management Division ("IMD") Architectural Review Board ("ARB"), prior to any development or design.**
- B. Any proposed information system solution that will be installed on any TxDOT owned equipment or that will access TxDOT network must be reviewed and approved by the Texas Department of Transportation ("TxDOT") Information Management Division ("IMD") IMD Change Advisory Board ("CAB") prior to implementation or delivery.,**

2.7. Information Technology ("IT") Procurements

- A. IMD must manage all procurements of**
 - (1) IT hardware (e.g., computers, servers, network gear) and software that will be owned by TxDOT or access the TxDOT network
 - (2) IT services (e.g., hosting) funded by TxDOT (state appropriated funds), must be reviewed by IMD.

3. Definition Section

3.1. Information resources

A. It means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

3.2. "Information resources technologies"

A. It means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance, and training.

EXHIBIT B
THIRD PARTY PROCUREMENT PROCEDURES

1. BACKGROUND

The purpose of the 3rd Party Procurement Review procedure is to establish standards and guidelines for the City of Plano (City) to evaluate the potential risks and oversight responsibilities for our subgrantees who will procure goods and services through Third Party Contracts, in accordance with 2 CFR Part 200.317-326.¹

The implementation of the procedure outlined below should act to:

- Demonstrate compliance with grant requirements;
- Minimize City's exposure to legal and compliance issues, including subsequent financial loss;
- Identify the various levels of procurement scrutiny by our federal partners associated with different partners, agencies, and firms;
- Identify the level of review needed to ensure compliance with regulations; and,
- Ensure fair, open, competitive opportunities for all parties involved in procurements.

2. PROCEDURE

Compliance with Federal Regulations

Subgrantees shall comply with applicable federal, State and local laws and regulations, and conform to the standards set forth in 2 CFR Part 200 or applicable governing standards published by the awarding agency. These guidelines apply to purchases for contractual services, commodities, and equipment funded with federal and State funds.

Use of Lower-Tier Subgrantees

If the provisions of a City agreement allow a lower-tier subgrantee to manage and administer City supported projects, the lower-tier subgrantee must also comply with applicable federal, State, and local laws, and all guidelines established by the applicable funding agency.

Conflict of Interest

There can be no conflict of interest, real or apparent, in the award or administration of a contract supported by federal funds. The subgrantee shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

Open and Fair Competition

All procurement transactions shall be conducted in a manner that provides maximum open and fair competition consistent with 2 CFR Part 200 or applicable federal law. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to, the following:

- Placing unreasonable requirements on firms/service providers/vendors/consultants in order for them to qualify to do business;
- Placing geographical preferences in the evaluation of bids or proposals;
- Noncompetitive practices between firms/service providers;
- Organization conflicts of interest;
- Requiring unnecessary experience and excessive bonding requirements; and,
- Any arbitrary action in the procurement process.

¹ UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS; Cost Principles and Audit Requirements for Federal Awards

Written Procurement Policies

The subgrantee shall have written procurement procedures and may adopt by reference procedural requirements of 2 CFR Part 200 or applicable federal law.

Procurement Guidelines

City, in reviewing subgrantee procurement procedures and policies, will determine consistency with 2 CFR Part 200 or the applicable federal law regulating procurement. Stated therein are the governing regulations and implementing guidelines for all procurement activity undertaken with grant funds. Some of those items, with particular applicability to City grants, are:

- Subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Procedures will allow for analysis of the most economical approach in purchasing, including lease versus purchase alternatives. Each proposed procurement must be reviewed to avoid the purchase of unnecessary or duplicative items.
- Subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Subgrantees will maintain records sufficient to detail the significant history of procurement.
- These standards do not relieve the subgrantee of any contractual responsibilities under its City contracts. The subgrantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual administrative issues arising out of any procurement entered in support of a City grant. These include, but are not limited to, source evaluation, protests, disputes, and claims.

Subgrantee Files

Each subgrantee must maintain adequate files to support any purchases made. A copy of the quotes that were obtained (purchases between \$3,000.00 and \$150,000.00) or a copy of the legal notice must also be on file to support the choice of lowest and/or best bid. The subgrantee must provide adequate justification if the purchase is not awarded to lowest and/or best bidder.

Method of Procurement²

All procurement transactions shall be made by one of the following methods. City reserves the right to request any and all documentation, either in advance or upon completion of procurement activities, as deemed necessary.

PROCUREMENT BY SMALL PURCHASE PROCEDURES

For procurement of services, supplies, or other property with an aggregate cost under \$150,000³, written price or rate quotations shall be obtained from at least two qualified sources. The aggregate sum of all items being purchased is considered one purchase.

²Explicit federal and State regulations apply to each procurement method. Subgrantees may proceed with procurement activities only after careful study of the regulations reveals all requirements have been met.

³ This purchase threshold is to be utilized for subgrantee procurements with federal funds. Separate thresholds may be permitted or required under state law for state funded grants.

Purchases equal to or under \$3,000- Purchases which do not involve the expenditure of more than \$3,000, exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive quotes; provided, however, that nothing contained in this paragraph shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive quotes on purchases under \$3,000.

Purchases equal to or under \$150,000- Purchases which involve the expenditure of at least \$3,000 but not more than \$150,000, exclusive of freight and shipping charges, may be made from the lowest and best contractor without publishing or posting advertisements for bids, provided at least two competitive written quotes have been obtained. The term "competitive written quotes" means a quote submitted on a quote form furnished by the subgrantee and signed by authorized personnel representing the contractor, or a quote submitted on a contractor's letterhead or quote form signed by authorized personnel representing the contractor.

1. PROCUREMENT BY SEALED BIDS

Purchases over \$150,000- Public advertisement once each week for two consecutive weeks for competitive sealed bids is required for all purchases which exceed \$150,000. Bids may not be due less than seven working days following the date the last advertisement appears in the public forum.

Purchases which involve expenditure of more than \$150,000, exclusive of freight and shipping charges shall be made from the lowest and best bidder after publicly advertising for competitive sealed bids once each week for two consecutive weeks. The date, as published, for the bid opening, shall not be less than seven working days after the published notice has been completed. The notice shall state the time and place at which bids shall be received; types of supplies, and/or equipment to be purchased, and the contact person. If plans or specifications are not published, notice should state where copies may be obtained. Specifications shall be written so as not to exclude any supplier.

2. PROCUREMENT BY COMPETITIVE PROPOSALS

Purchases over \$150,000- Formally publicizing a Request for Proposals which normally results in conducting competitive negotiation with more than one source submitting an offer. This method is generally used when conditions are not appropriate for the use of sealed bids. All evaluation factors and their relative importance will be identified. There will be procedures for technical evaluations of the proposal and selection of an awardee. Awards are made to the proposal most advantageous to the program, with price and other factors considered.

3. SOLE SOURCE PROCUREMENT

Noncompetitive items are those available from one source only. In connection with the purchase of noncompetitive items only available from one source, a certification of the conditions and circumstances requiring the purchase shall be filed by the subgrantee with the appropriate City project manager. Upon receipt by City's project manager, the certification will be forwarded to the appropriate City personnel for approval of the request.

Only after receiving authorization from City will the purchase be deemed a sole source procurement. All authorizations must be received prior to any procurement transactions. The appropriate City personnel may authorize a sole source procurement under the

conditions defined in state law, provided that the sole source procurement shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

4. PURCHASES UNDER GOVERNMENTAL COOPERATIVE PURCHASING PROGRAMS

Public entities that can purchase under State contracts or other governmental cooperative purchasing programs can do so without prior approval or obtaining written quotes. All other purchases must follow the guidelines outlined in the Contracting Procurement Procedures.

5. EMERGENCY PROCUREMENT

City may approve an emergency procurement under the conditions defined in federal and State law, provided such emergency procurement shall be made with such competition as is practicable under the circumstances.

6. ADVERTISING PROCUREMENTS

Procurements to solicit various advertising activities are exempt from a competitive procurement requirement. Generally, the procurement of these items are done through competitive written quotes to ensure a fair and reasonable price is received for those services.

EXHIBIT C
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND COOPERATIVE AGREEMENTS REGARDING
DEBARMENT AND SUSPENSIONS**

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. City has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

City requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Attachment D for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction

by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Title

Date of Certification

EXHIBIT D

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, City requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with City a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency

Date

TxDOT
1-91
TPFS

Complete this form to disclose lobbying activities
(See instructions for public burden disclosure)

1. Type of Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Tier _____ if known			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
6. Department Agency:			7. Program Name/Description:		
8. Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____		13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____			
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation sheet(s) SF-LLL-A attached: Yes _____ No _____					
16. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be available for public inspection.			Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		
City Use Only:			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL (STANDARD FORM –LLL) DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of NCTCOG, a Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or an employee of a Member of the Regional Transportation Council (RTC) in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name address city, state and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of NCTCOG, the Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or the employee of a Member of the Regional Transportation Council (RTC) in connection with a covered.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

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EXHIBIT E
BUY AMERICA CERTIFICATION

BUY AMERICA CERTIFICATION

The undersigned certifies that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 U.S.C. 313 and 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings). A valid Buy America Certification shall include both a signed certification and a domestic content worksheet.

1. _____
2. _____
3. _____
4. _____
5. _____

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirements does not preclude minimal use of foreign steel, and iron materials that does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

Name, Title

Company

Date

BUY AMERICA CERTIFICATION

The undersigned cannot certify that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 U.S.C. 313 and 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings). A valid Buy America Certification shall include both a signed certification and a domestic content worksheet.

1. _____
2. _____
3. _____
4. _____
5. _____

The Buy America certification cannot be made for the following reasons:

Name, Title	

Company _____

Date _____

EXHIBIT F
TXDOT FLOW DOWN PROVISIONS

FLOW DOWN PROVISIONS FROM
TEXAS DEPARTMENT OF TRANSPORTATION
FUNDING AGREEMENT

1. Civil Rights Compliance

- a. Compliance with Regulations: LATMA will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: LATMA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. LATMA will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LATMA for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by LATMA of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: LATMA will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of LATMA is in the exclusive possession of another who fails or refuses to furnish this information, LATMA will so certify to City, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of LATMA's noncompliance with the Nondiscrimination provisions of this contract, City will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to LATMA under the contract until the LATMA complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: LATMA will include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LATMA will take such action with respect to any subcontract or procurement as City, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LATMA becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, LATMA may request the State to enter into such litigation to protect the interests of the State. In addition, LATMA may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. LATMA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. LATMA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement LATMA agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- b. LATMA agrees that it shall:
 - i. Obtain and provide to City a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
 - ii. Obtain and provide to City a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

4. Single Audit Report

- a. LATMA shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- b. If threshold expenditures of \$750,000 or more are met during the fiscal year, LATMA must submit a Single Audit Report and Management Letter (if applicable) to City.

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

5. Pertinent Non-Discrimination Authorities

During the performance of this contract LATMA, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

Resolution No. 2019-6-3(R): To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano; certifying that the Legacy Trail at Means Drive to Penelope Lane project has been dedicated for public park and recreational purposes; 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. If the City of Plano's application to the 2019 Collin County Parks and Open Space Matching Grant Program for the Legacy Trail at Means Drive to Penelope Lane project is

successful, a future item will be presented to accept the program's terms and award amount.

SUMMARY OF ITEM

The City of Plano intends to apply for funding for the construction of Legacy Trail at Means Drive to Penelope Lane through the 2019 Parks and Open Space Matching Grant program with Collin County. The program could fund up to 50% of eligible construction costs. The construction estimate is \$1,900,000.

The Legacy Trail at Means Drive to Penelope Lane project will provide trail connectivity between two existing segments of Legacy Trail. The project will also provide bridge connections to neighborhoods on the west side of White Rock Creek. The trail is part of the Collin County Regional Trails Master Plan and the North Central Texas Council of Governments Mobility 2040 Regional Veloweb.

Funding for the design of the project in the amount of \$276,900 was authorized in FY 2017-18. Project design is currently in progress.

If the Resolution is not approved, the City would not be eligible for selection in the 2019 Parks and Open Space Matching Grant program to assist with funding the construction phase of the Legacy Trail at Means Drive to Penelope Lane project.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

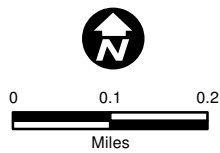
Description	Upload Date	Type
Location Map	5/30/2019	Map
Resolution	5/31/2019	Resolution

T:\naB 5/24/2019 L:\worduser\MXDs\Location Maps\6977 LegacyTrail\MeansDr_Penelope.n.mxd



Legend

- Existing Trails
- Future Trail (±3,578 L.F.)
- Parks
- City Limit

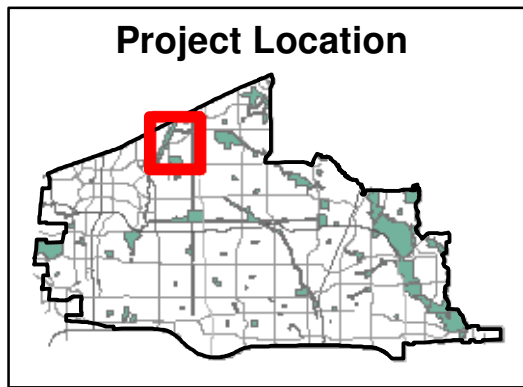


Location Map

Legacy Trail

Means Drive to Penelope Lane

Project Number: 6977



A Resolution of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano; certifying that the Legacy Trail at Means Drive to Penelope Lane project has been dedicated for public park and recreational purposes; and providing an effective date.

WHEREAS, the Collin County voters approved a bond referendum for the purpose of allowing Cities within Collin County to participate in the Collin County Parks and Open Space Matching Grant Program ("the Program"); and

WHEREAS, the City of Plano is fully eligible to receive financial assistance under the Program; and

WHEREAS, the City of Plano intends to submit a parks and open space project application for the Legacy Trail at Means Drive to Penelope Lane project to Collin County prior to the July 8, 2019 deadline; and

WHEREAS, the Program will award funding in October 2019 for parks and open space projects through the Collin County Parks and Open Space Project Funding Assistance Program Call for Projects; and

WHEREAS, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the program.

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

Section I. The City of Plano supports the Legacy Trail at Means Drive to Penelope Lane project as applied for in the 2019 Parks and Open Space Project Funding Assistance Program Call for Projects application.

Section II. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section III. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section IV. The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with and to make application for financial assistance from the Collin County Commissioner's Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section V. The City of Plano understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section VI. The City of Plano hereby certifies that the Legacy Trail at Means Drive to Penelope Lane has been dedicated for public park and recreational purposes.

Section VII. This resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED the 24th day of June, 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: 6/24/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Ordinance No. 2019-6-4: To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; 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

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Boundary Adjustment Memo	6/17/2019	Memo
Proposed Boundary Adjustments Map	6/17/2019	Map
Ordinance with Agreement and Exhibits	6/17/2019	Ordinance

Date: June 12, 2019

To: Mark D. Israelson, City Manager

From: Christina Day, AICP, Director of Planning

Subject: Consideration of a Mutual Agreement to Change Boundaries

City of Plano staff has been working cooperatively with City of Carrollton and Town of Hebron representatives to recommend a safe, uniform, and efficient city boundary alignment along our western city limits. The purposes for these changes are as follows:

1. Ensuring that street right-of-way (ROW) is owned and maintained by either the City of Plano or City of Carrollton.
2. Ensuring the continuity of each cities' boundary to preserve the legal status of the property.
3. Simplifying and accurately defining each jurisdiction's boundary in this area, with minimal or no impact to adjacent property owners.

The proposed adjustments attribute public safety services and infrastructure to the cities, rather than the Town of Hebron due to its extremely limited resources. The Town of Hebron presently runs through this area, generally with a ten-foot strip of land connecting parcels that are within Hebron. Currently, some of the Marsh Lane median is part of the town of Hebron, which creates safety hazards, maintenance concerns, and confusion over local responsibility, especially when traffic incidents span three jurisdictions in a single roadway. In order to meet these objectives, Hebron must be located on private property between Plano and Carrollton, and we are proposing alignments immediately adjacent to the street for the sake of simplicity.

The changes occur in three areas, and shift the boundaries no more than 80 feet in any area. The changes are detailed in the attached boundary agreement documents and are summarized in the attached Proposed Boundary Adjustments map. The individual areas shown on the attached maps are summarized below:

Exhibit A:

- Hebron moves east of and adjacent to Marsh Lane, and north of and adjacent to Park Boulevard to a location west of the ROW line of Midway Road, parallel to the stop bar.
- Carrollton moves to the east ROW line of Marsh Lane and the north ROW line of Hebron Parkway.
- Plano moves east and north of Hebron.

Exhibit B:

- Plano incorporates all of Marsh Lane.
- Hebron moves west of and adjacent to Plano.
- Carrollton moves west of Hebron.

Exhibit C:

- Plano incorporates all of Park Boulevard.
- Hebron is south of the ROW line of Park Boulevard and west of the ROW line of Plano Parkway.
- Carrollton moves south and west of Hebron.

In addition to the changes within rights-of-way, the adjustments will have a minimal impact on a single private property owner in Plano, Prestonwood Baptist Church. Since the church is tax exempt, there will be no fiscal impact from these changes. Denton County Appraisal district staff reports that minor divisions to a parcel, less than 5 percent, are very unlikely to result in a change to the taxing entity, so the Prestonwood lot will likely remain entirely within the City of Plano's jurisdiction due to the minor nature of the change. The proposed ten-foot strip amounts to 43,300 square feet of land area. Prestonwood's entire land area is 5,907,415 square feet; therefore, the ten-foot strip would be 0.73% of the entire property. Last summer, a letter was sent to the church providing them written information related to the proposed changes.

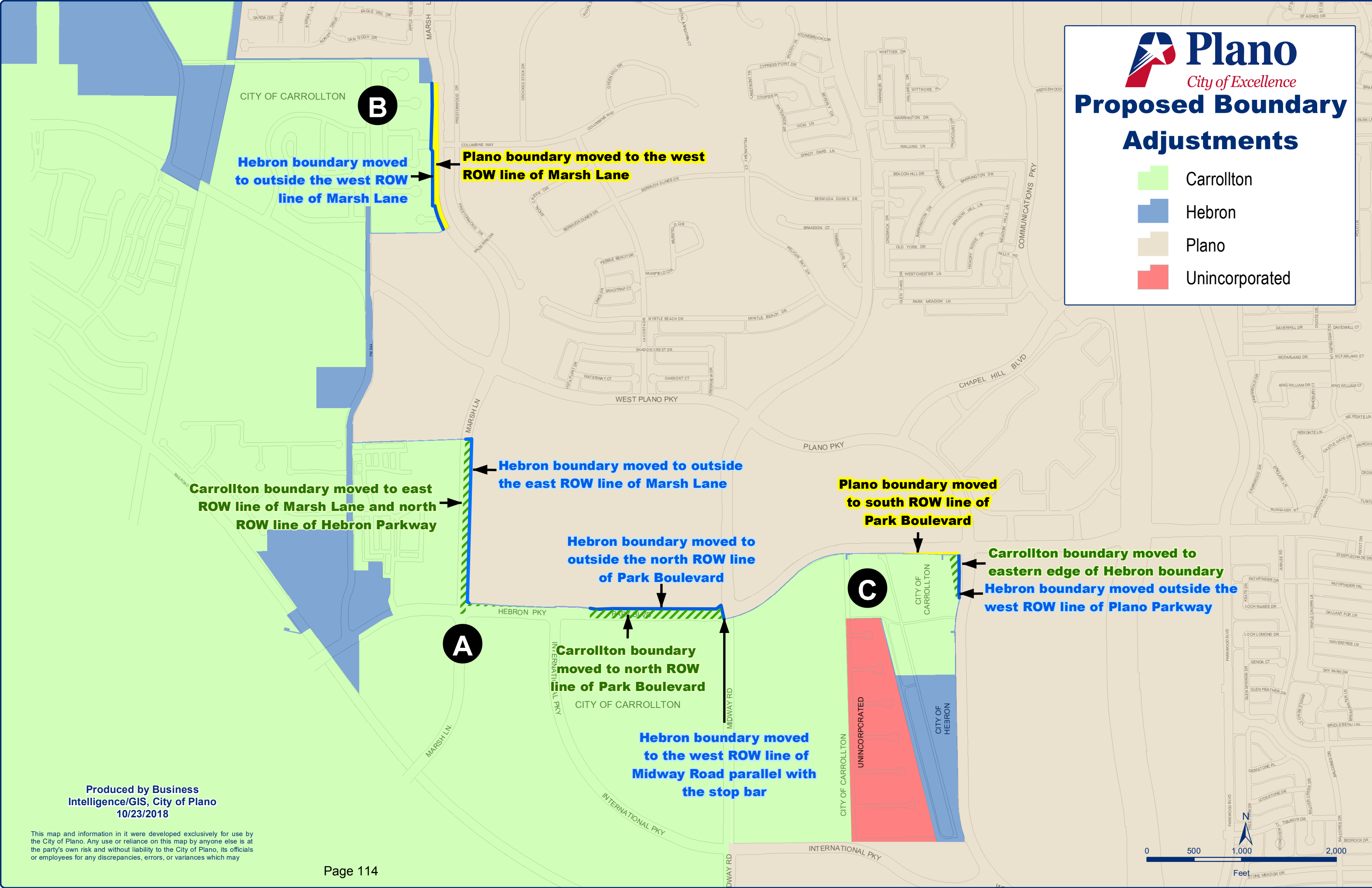
Additionally, City of Plano staff reached out to Cesar Molina, the Director of Engineering for the City of Carrollton to discuss medians, drives, and other concerns regarding street access. Mr. Molina stated that any future changes to access conditions would have to comply with City of Carrollton ordinances, but that he has no concerns with existing conditions, and there are no ordinance changes currently being considered.

These changes are proposed in order to create a safe, uniform, and efficient city boundary alignment along our western city limits. At this time, the boundary adjustments have been approved by the Carrollton City Council and Hebron Town Commission. The action taken by the Plano City Council is the final step in the approval process.

Please let me know if you have any questions or need further information.

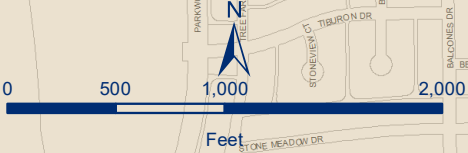
XC: Jack Carr, Deputy City Manager
Eric Hill, Development Review Manager
Ricky Lindley, Land Records Manager

sharif 10/23/2018 T:\Projects\Planning\2018-09-11_Annexation_SF\CityLimitsProposed2018_11x17.mxd



Produced by Business Intelligence/GIS, City of Plano
10/23/2018

This map and information in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at the party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may



An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas adjusting boundaries for certain tracts of land located along Marsh Lane, Hebron Parkway, Park Boulevard and Plano Parkway, in the manner described in and attached hereto as Exhibits A, B, and C, and incorporated herein by reference in the attached Boundary Adjustment Agreement (hereinafter called "Agreement"); and

WHEREAS, to avoid future confusion regarding the municipal responsibilities, the cities of Plano and Carrollton and the Town of Hebron have agreed it is in the best interest of the three cities to adjust the boundary separating the cities and now wish to move the city boundaries in accordance with the attached Exhibits A, B, and C; and

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

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

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

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

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

PASSED AND APPROVED THIS THE 24TH DAY OF JUNE 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as "Plano" the **TOWN OF HEBRON**, hereinafter referred to as "Hebron" and the **CITY OF CARROLLTON, TEXAS**, hereinafter referred to as "Carrollton."

WHEREAS, the city limits of Plano, Hebron and Carrollton are in part contiguous with each other in locations that create confusion regarding the administration of municipal services; and

WHEREAS, Plano, Hebron and Carrollton are adjacent municipalities which desire to make mutually agreeable changes in their boundaries; and

WHEREAS, Section 43.031 of the Texas Government Code authorizes adjacent cities to enter into mutually agreeable boundary changes in areas that are less than 1,000 feet in width; and

WHEREAS, Plano, Hebron and Carrollton agree that it is in the best interests of the cities to adjust the city boundaries so all travel lanes of a given section of the affected arterial roadways are located within the jurisdiction of either Plano or Carrollton; and

WHEREAS, the configuration of the adjusted boundaries will provide Hebron with a contiguous strip annexed into their jurisdiction, located parallel and just inside the right of way of adjacent section of Hebron Parkway and Marsh Lane; and

WHEREAS, Hebron's strip will cross Hebron Parkway at the west right-of-way line of Midway Road and will cross Marsh Lane approximately 850 feet south of Plano Parkway; and

WHEREAS, representatives of Plano, Hebron and Carrollton agree to relocate their ultimate boundaries as described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Plano, Hebron and Carrollton agree as follows:

SECTION I. Statement of Intent

It is the intent of Plano, Hebron and Carrollton to modify their respective ultimate boundaries to the locations described in the preamble of this agreement and in the manner described in, attached to, and made a part of this Agreement as Exhibit "A." Each city, by its official action approving this Agreement, agrees to take the necessary steps to accomplish the objective of the Agreement, so that the resulting boundaries between them will be as described and depicted in Exhibit "A."

SECTION II. Relinquishment of Territory

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Carrollton land that is less than 1,000 feet in width and contained within the right-of-way of Marsh Lane and Hebron Parkway. Plano does hereby grant, relinquish, and apportion unto Hebron land that is less than 1,000 feet in width and contained within the right-of-way of Marsh Lane and Hebron Parkway. Carrollton does hereby grant, relinquish, and apportion unto Plano land that is less than 1,000

feet in width and contained within the right-of-way of Marsh Lane. Carrollton does hereby grant, relinquish, and apportion unto Hebron land that is less than 1,000 feet in width and contained within the right-of-way of Marsh Lane. Hebron does hereby grant, relinquish, and apportion unto Plano land that is less than 1,000 feet in width and contained within the right-of-way of Marsh Lane. Hebron does hereby grant, relinquish, and apportion unto Carrollton land that is less than 1,000 feet in width and contained within the right-of-way of Marsh Lane. Hebron does hereby grant, relinquish, and apportion unto Carrollton land that is less than 1,000 feet in width and contained within the right-of-way of Hebron Parkway. All as more specifically described and depicted in Exhibits "A – C (includes A1-3, B1-3 and C1-3)."

SECTION III.

Waiver of Extraterritorial Jurisdiction

Plano, Hebron and Carrollton do hereby waive extraterritorial jurisdiction located within the rights-of-way of Marsh Lane and Hebron Parkway, as depicted on Exhibit "A." It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

SECTION IV.

Infrastructure and Traffic Control

Plano, Hebron and Carrollton will each be responsible for the construction, reconstruction and maintenance of the infrastructure located within its respective territory. Such responsibility will include but will not be limited to: maintenance and reconstruction of roadways and sidewalks; maintenance and placement of signage and pavement markings; illumination of roadways; and irrigation, landscaping, maintenance and mowing of median areas.

Water mains and sewer mains, and appurtenances, located within the affected areas will continue to be owned by the municipality that currently operates those facilities. A city that accepts new territory that includes an existing water main and or an existing sewer main within its new territory, will allow those utilities, and appurtenances, to remain in the current location and to be maintained and reconstructed, as necessary to provide continued service.

Operation and maintenance of the existing traffic signal at the intersection of Hebron Parkway and Marsh Lane will continue to be the responsibility of Carrollton. Operation and maintenance of the traffic signal at the intersection of Park Boulevard and Midway Road will be the responsibility of Plano.

The name of the east-west roadway bordering Plano, Carrollton and Hebron will be known as Hebron Parkway to the west of Midway Road and will be known as Park Boulevard to the east of Midway Road.

Staff for the cities will coordinate the speed limit for the section of Marsh Lane between Plano Parkway and Hebron Parkway.

SECTION V.

Immunity and Defenses

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.

SECTION VI.

Severability

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION VII.

Execution of Agreement

This Agreement shall be effective upon the execution by the duly authorized officials of the respective parties pursuant to approving resolutions or ordinances of the governing body of the respective units of local government that are a party to this Agreement. This Agreement may be executed in multiple counterpart originals by the respective parties to this Agreement.

CITY OF PLANO, TEXAS

Date: _____

BY: _____

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

TOWN OF HEBRON, TEXAS

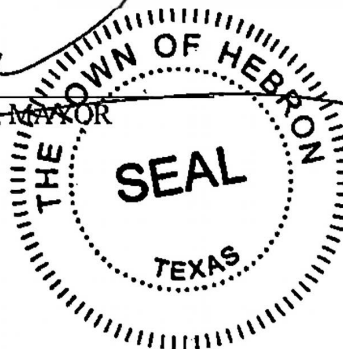
Date: 6-3-19

BY: _____

Kelly Clem, MAYOR

APPROVED AS TO FORM

Richard L. Dillard, III
Richard L. Dillard, III, TOWN ATTORNEY



CITY OF CARROLLTON, TEXAS

Date: _____

BY: _____
Erin Rinehart, CITY MANAGER

APPROVED AS TO FORM

Susan Keller, ASSISTANT CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019 by
BRUCE D. GLASSCOCK, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 3rd day of June, 2019 by
KELLY CLEM, Town Mayor of the **TOWN OF HEBRON, TEXAS**, a general-law municipal
corporation, on behalf of said corporation.

Cheryl Sparks
Notary Public, State of Texas

 **CHERYL SPARKS**
My Notary ID # 2611613
Expires March 24, 2022

STATE OF TEXAS

§

COUNTY OF _____

§

§


This instrument was acknowledged before me on the ____ day of _____, 2019 by **ERIN RINEHART**, City Manager of the **CITY OF CARROLLTON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

CITY OF CARROLLTON, TEXAS

Date: 5/23/19

BY:


Erin Rinehart, CITY MANAGER

APPROVED AS TO FORM


Susan Keller, ASSISTANT CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2019 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

§
§
§

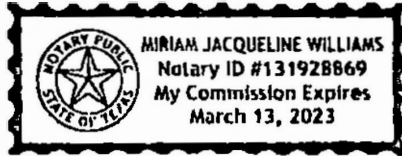
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2019 by **KELLY CLEM**, Town Mayor of the **TOWN OF HEBRON, TEXAS**, a general-law municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 23 day of May, 2019 by **ERIN RINEHART**, City Manager of the **CITY OF CARROLLTON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.





Notary Public, State of Texas



NOT TO SCALE

EXHIBIT "A"

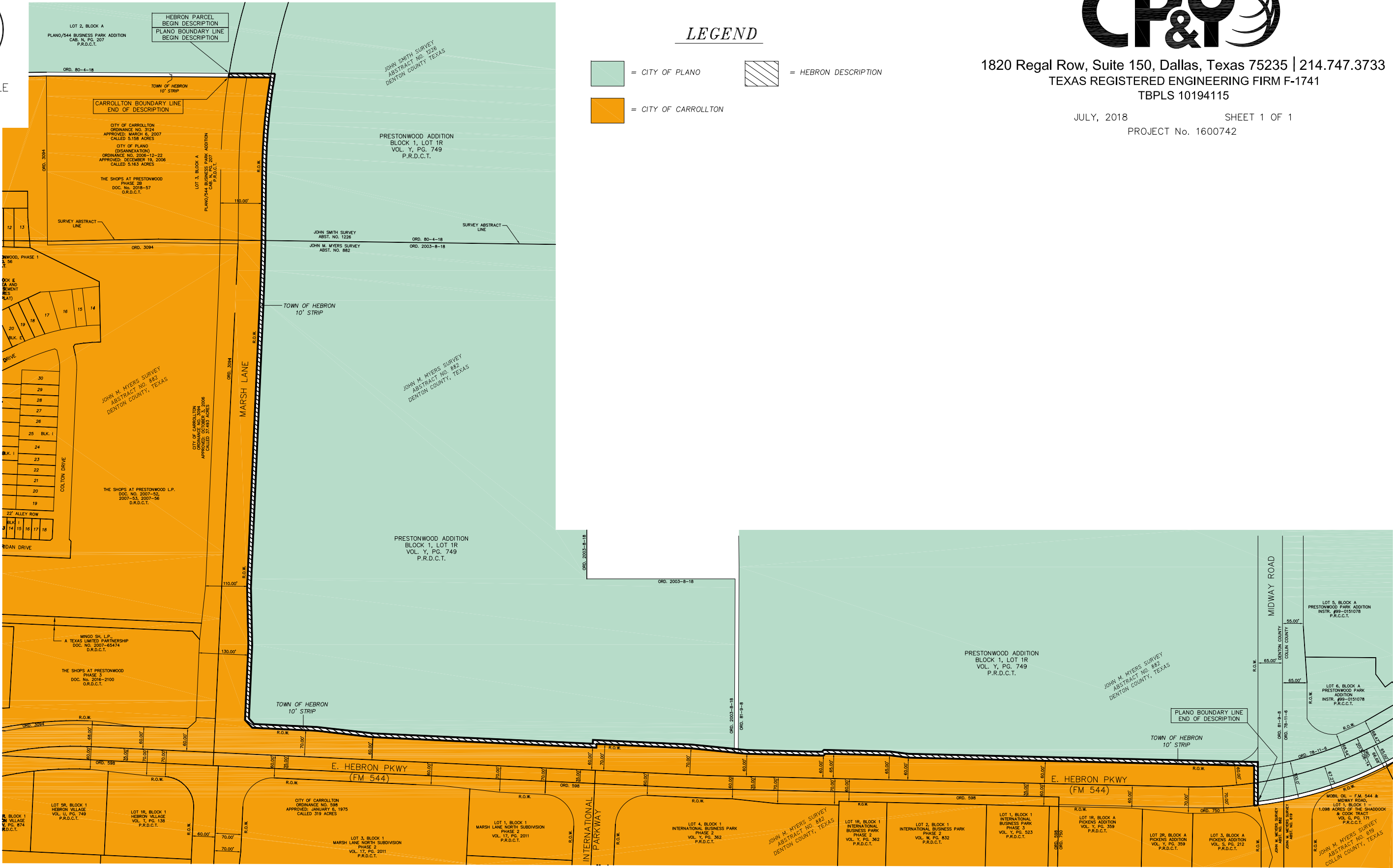
LEGEND

- = CITY OF PLANO
- = HEBRON DESCRIPTION
- = CITY OF CARROLLTON



1820 Regal Row, Suite 150, Dallas, Texas 75235 | 214.747.3733
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194115

JULY, 2018 SHEET 1 OF 1
PROJECT No. 1600742



LOCATION MAP

CARROLLTON BOUNDARY LINE
BEGIN DESCRIPTION

**EXHIBIT A-1
ANNEXATION
The Town of Hebron, Denton County, Texas
Approximately 1.063 Acres**

THIS DOCUMENT WAS PREPARED FOR USE BY THE TOWN OF HEBRON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING approximately 1.063 acres of land lying partially in the John M. Myers Survey, Abstract No. 882, and partially in the John Smith Survey, Abstract No. 1226, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING at the common northeast corner of Lot 64, Block A, of the Shops at Prestonwood Phase 2B, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Document No. 2018-57, of the Plat Records of Denton County, Texas (P.R.D.C.T.), and the southeast corner of Lot 2, Block A, of Plano/544 Business Park Addition, an addition to the City of Plano, Denton County, Texas, according to the plat thereof recorded in Cabinet N, Page 207, P.R.D.C.T., said point also being on the existing west Right-of-Way (R.O.W.) line of Marsh Lane (110 foot wide R.O.W.) and a south line of that certain called 45.380 acre City Limit parcel to the City of Plano as described in Ordinance No. 80-4-18, approved April 14, 1980;

THENCE South 89 degrees 37 minutes 56 seconds East, departing said west R.O.W. line and traveling across said Marsh Lane, along a south line of said Ordinance No. 80-4-18, passing at a distance of 111.54 feet to a point in the east R.O.W. line of said Marsh Lane, and continuing for a total distance of 121.56 feet to a point at the beginning of a curve to the left, with the radius point being situated South 79 degrees 58 minutes 16 seconds East, at a distance of 1,572.02 feet;

THENCE in a Southerly direction, being parallel to and a perpendicular distance of 10.0 feet east of said east R.O.W. line of Marsh Lane, the following six (6) courses and distances:

- 1) Southerly, with said curve to the left, through a central angle of 09 degrees 31 minutes 26 seconds, having a radius of 1,572.02 feet, a chord bearing South 05 degrees 16 minutes 00 seconds West, a chord distance of 261.01 feet, and an arc distance of 261.31 feet to the end of said curve;
- 2) South 00 degrees 29 minutes 49 seconds West, a distance of 182.29 feet to the beginning of a non-tangent curve to the right, with the radius point being situated North 89 degrees 02 minutes 56 seconds West at a distance of 5,747.32 feet;
- 3) Southwesterly, with said curve to the right, through a central angle of 01 degrees 34 minutes 55 seconds, having a radius of 5,747.32 feet, a chord bearing South 01 degrees 44 minutes 32 seconds West, a chord distance of 158.68 feet, and an arc distance of 158.68 feet to the end of said curve;
- 4) South 02 degrees 31 minutes 51 seconds West, a distance of 761.98 feet to a point;
- 5) South 01 degrees 16 minutes 56 seconds East, a distance of 150.38 feet to a point;
- 6) South 02 degrees 31 minutes 51 seconds West, a distance of 196.14 feet to a point;

THENCE South 42 degrees 57 minutes 30 seconds East, transitioning from said Marsh Lane to E. Hebron Parkway (F.M. 544 – a variable width R.O.W.), a distance of 19.91 feet to a point;

THENCE in an Easterly direction, being parallel to and a perpendicular distance of 10.0 feet north of the north R.O.W. line of said E. Hebron Parkway (FM 544), the following ten (10) courses and distances:

- 1) South 87 degrees 18 minutes 53 seconds East, a distance of 166.70 feet to a point;
- 2) South 83 degrees 30 minutes 02 seconds East, a distance of 150.33 feet to a point;
- 3) South 87 degrees 18 minutes 53 seconds East, a distance of 582.17 feet to a point;
- 4) North 02 degrees 41 minutes 07 seconds East, a distance of 10.00 feet to a point;
- 5) South 87 degrees 18 minutes 53 seconds East, a distance of 260.75 feet to a point;
- 6) South 84 degrees 23 minutes 23 seconds East, a distance of 148.64 feet to a point;
- 7) South 88 degrees 39 minutes 19 seconds East, a distance of 198.20 feet to a point;
- 8) North 46 degrees 20 minutes 41 seconds East, a distance of 7.07 feet to a point;
- 9) South 88 degrees 39 minutes 19 seconds East, a distance of 174.46 feet to a point;
- 10) South 82 degrees 57 minutes 32 seconds East, a distance of 50.38 feet to a point;

THENCE South 88 degrees 39 minutes 19 seconds East, extending beyond said R.O.W. line and into Midway Road, a distance of 925.66 feet to a point in the projected west R.O.W. line of said Midway Road (extending to the north);

THENCE SOUTH, traveling across said R.O.W. of E. Hebron Parkway (FM 544), along said projected west R.O.W. line of Midway Road, a distance of 114.38 feet to a point within the R.O.W. for E. Hebron Parkway (FM 544) and in a curving northerly line of that certain called 188 acre City Limit parcel to the City of Carrollton as described in Ordinance No. 750, approved April 17, 1978, and being in a non-tangent curve to the right, with the radius point being situated North 06 degrees 59 minutes 03 seconds West at 1,009.90 feet;

THENCE in a Westerly direction, continuing within said R.O.W. of E. Hebron Parkway (FM 544), along said non-tangent curve to the right, through a central angle of 00 degrees 34 minutes 16 seconds, having a radius of 1,009.90 feet, a chord bearing South 83 degrees 18 minutes 06 seconds West, a chord distance of 10.07 feet, and an arc distance of 10.07 feet to the end of said curve;

THENCE NORTH, departing the northerly line of said Ordinance No. 750, traveling across said R.O.W. for E. Hebron Parkway (FM 544), being parallel to and a perpendicular distance of 10.0 feet west of the aforementioned projected west R.O.W. line of Midway Road, a distance of 105.79 feet to a point;

THENCE in a Westerly direction, departing said Midway Road, continuing within said R.O.W. of E. Hebron Parkway (FM 544), and then along the south R.O.W. line of said E. Hebron Parkway (FM 544), the following eleven (11) courses and distances:

- 1) North 88 degrees 39 minutes 19 seconds West, a distance of 916.38 feet to a point;

- 2) North 82 degrees 57 minutes 32 seconds West, a distance of 50.38 feet to a point;
- 3) North 88 degrees 39 minutes 19 seconds West, a distance of 169.82 feet to a point;
- 4) South 46 degrees 20 minutes 41 seconds West, a distance of 7.07 feet to a point;
- 5) North 88 degrees 39 minutes 19 seconds West, a distance of 202.71 feet to a point;
- 6) North 84 degrees 23 minutes 23 seconds West, a distance of 148.76 feet to a point;
- 7) North 87 degrees 18 minutes 53 seconds West, a distance of 250.49 feet to a point;
- 8) South 02 degrees 41 minutes 07 seconds West, a distance of 10.00 feet to a point;
- 9) North 87 degrees 18 minutes 53 seconds West, a distance of 592.51 feet to a point;
- 10) North 83 degrees 30 minutes 02 seconds West, a distance of 150.33 feet to a point;
- 11) North 87 degrees 18 minutes 53 seconds West, a distance of 170.44 feet to a point;

THENCE North 42 degrees 57 minutes 30 seconds West, along the transitional R.O.W. line from said E. Hebron Parkway (F.M. 544) to said Marsh Lane, a distance of 28.18 feet to an angle point in the aforementioned east R.O.W. line of Marsh Lane;

THENCE in a northerly direction, along said east R.O.W. line of Marsh Lane, the following six (6) courses and distances:

- 1) North 02 degrees 31 minutes 51 seconds East, a distance of 200.00 feet to a point;
- 2) North 01 degrees 16 minutes 56 seconds West, a distance of 150.38 feet to a point;
- 3) North 02 degrees 31 minutes 51 seconds East, a distance of 762.31 feet to the beginning of a non-tangent curve to the left, with the radius point being situated North 87 degrees 28 minutes 00 seconds West at 5,735.67 feet;
- 4) Northerly, along said non-tangent curve to the left, through a central angle of 01 degrees 34 minutes 57 seconds, having a radius of 5,735.67 feet, a chord bearing North 01 degrees 44 minutes 32 seconds East, a chord distance of 158.40 feet, and an arc distance of 158.41 feet to the end of said curve;
- 5) North 00 degrees 29 minutes 49 seconds East, a distance of 182.21 feet to the beginning of a non-tangent curve to the right, with the radius point being situated South 89 degrees 29 minutes 43 seconds East at 1,582.02 feet;
- 6) Northeasterly, along said non-tangent curve to the right, through a central angle of 09 degrees 05 minutes 43 seconds, having a radius of 1,582.02 feet, a chord bearing North 05 degrees 03 minutes 09 seconds East, a chord distance of 250.87 feet, and an arc distance of 251.13 feet to a point;

THENCE North 89 degrees 39 minutes 57 seconds West, departing said east R.O.W. line and traveling across said Marsh Lane, being parallel to and a perpendicular distance of 10.00 feet south of the south line of said Ordinance No. 80-4-18, a distance of 111.32 feet to a point on the west R.O.W. line of said Marsh Lane; said point being at the

beginning of a non-tangent curve to the right, with the radius point being situated South 81 degrees 00 minutes 41 seconds East at 1,692.02 feet;

THENCE Northeasterly, along the west R.O.W. line of said Marsh Lane, along said non-tangent curve to the right, through a central angle of 00 degrees 20 minutes 42 seconds, having a radius of 1,692.02 feet, a chord bearing North 09 degrees 09 minutes 40 seconds East, a chord distance of 10.18 feet, and an arc distance of 10.18 feet to the POINT OF BEGINNING and containing approximately 1.063 acres (0.0017 square miles) of land, more or less.

EXHIBIT A-2
CARROLLTON BOUNDARY LINE
Denton County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF CARROLLTON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Carrollton and the Town of Hebron, lying partially in the John M. Myers Survey, Abstract No. 882, and partially in the John Smith Survey, Abstract No. 1226, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point landing within the Right-of-Way (R.O.W.) of E. Hebron Parkway (FM 544 – variable width R.O.W.), being at the intersection of the projected west R.O.W. line of Midway Road with the curving northerly line of that certain called 188 acre City Limit parcel to the City of Carrollton as described in Ordinance No. 750, approved April 17, 1978, and being in a non-tangent curve to the right, with the radius point being situated North 06 degrees 59 minutes 03 seconds West at 1,009.90 feet;

THENCE in a Westerly direction, continuing within said R.O.W. of E. Hebron Parkway (FM 544), along said non-tangent curve to the right, through a central angle of 00 degrees 34 minutes 16 seconds, having a radius of 1,009.90 feet, a chord bearing South 83 degrees 18 minutes 06 seconds West, a chord distance of 10.07 feet, and an arc distance of 10.07 feet to the end of said curve;

THENCE NORTH, departing the northerly line of said Ordinance No. 750, traveling across said R.O.W. for E. Hebron Parkway (FM 544), being parallel to and a perpendicular distance of 10.0 feet west of the aforementioned projected west R.O.W. line of Midway Road, a distance of 105.79 feet to a point;

THENCE in a Westerly direction, departing said Midway Road, continuing within said R.O.W. of E. Hebron Parkway (FM 544), and then along the south R.O.W. line of said E. Hebron Parkway (FM 544), the following eleven (11) courses and distances:

- 1) North 88 degrees 39 minutes 19 seconds West, a distance of 916.38 feet to a point;
- 2) North 82 degrees 57 minutes 32 seconds West, a distance of 50.38 feet to a point;
- 3) North 88 degrees 39 minutes 19 seconds West, a distance of 169.82 feet to a point;
- 4) South 46 degrees 20 minutes 41 seconds West, a distance of 7.07 feet to a point;
- 5) North 88 degrees 39 minutes 19 seconds West, a distance of 202.71 feet to a point;
- 6) North 84 degrees 23 minutes 23 seconds West, a distance of 148.76 feet to a point;
- 7) North 87 degrees 18 minutes 53 seconds West, a distance of 250.49 feet to a point;
- 8) South 02 degrees 41 minutes 07 seconds West, a distance of 10.00 feet to a point;

- 9) North 87 degrees 18 minutes 53 seconds West, a distance of 592.51 feet to a point;
- 10) North 83 degrees 30 minutes 02 seconds West, a distance of 150.33 feet to a point;
- 11) North 87 degrees 18 minutes 53 seconds West, a distance of 170.44 feet to a point;

THENCE North 42 degrees 57 minutes 30 seconds West, along the transitional R.O.W. line from said E. Hebron Parkway (F.M. 544) to Marsh Lane (variable width R.O.W.), a distance of 28.18 feet to an angle point in the aforementioned east R.O.W. line of Marsh Lane;

THENCE in a northerly direction, along said east R.O.W. line of Marsh Lane, the following six (6) courses and distances:

- 1) North 02 degrees 31 minutes 51 seconds East, a distance of 200.00 feet to a point;
- 2) North 01 degrees 16 minutes 56 seconds West, a distance of 150.38 feet to a point;
- 3) North 02 degrees 31 minutes 51 seconds East, a distance of 762.31 feet to the beginning of a non-tangent curve to the left, with the radius point being situated North 87 degrees 28 minutes 00 seconds West at 5,735.67 feet;
- 4) Northerly, along said non-tangent curve to the left, through a central angle of 01 degrees 34 minutes 57 seconds, having a radius of 5,735.67 feet, a chord bearing North 01 degrees 44 minutes 32 seconds East, a chord distance of 158.40 feet, and an arc distance of 158.41 feet to the end of said curve;
- 5) North 00 degrees 29 minutes 49 seconds East, a distance of 182.21 feet to the beginning of a non-tangent curve to the right, with the radius point being situated South 89 degrees 29 minutes 43 seconds East at 1,582.02 feet;
- 6) Northeasterly, along said non-tangent curve to the right, through a central angle of 09 degrees 05 minutes 43 seconds, having a radius of 1,582.02 feet, a chord bearing North 05 degrees 03 minutes 09 seconds East at 250.87 feet, and an arc distance of 251.13 feet to a point;

THENCE North 89 degrees 39 minutes 57 seconds West, departing said east R.O.W. line and traveling across said Marsh Lane, being parallel to and perpendicular distance of 10.00 feet south of the south line of said Ordinance No. 80-4-18, a distance of 111.32 feet to a point on the west R.O.W. line of Marsh Lane and the End Point of this description.

EXHIBIT A-3
PLANO BOUNDARY LINE
Denton County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF PLANO IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Plano and the Town of Hebron located in the John M. Myers Survey, Abstract No. 882, and the John Smith Survey, Abstract No. 1226, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the common northeast corner of Lot 64, Block A, of the Shops at Prestonwood Phase 2B, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Document No. 2018-57, of the Plat Records of Denton County, Texas (P.R.D.C.T.), and the southeast corner of Lot 2, Block A, of Plano/544 Business Park Addition, an addition to the City of Plano, Denton County, Texas, according to the plat thereof recorded in Cabinet N, Page 207, P.R.D.C.T., said point also being on the existing west Right-of-Way (R.O.W.) line of Marsh Lane (110 foot wide R.O.W.) and a south line of that certain called 45.380 acre City Limit parcel to the City of Plano as described in Ordinance No. 80-4-18, approved April 14, 1980;

THENCE South 89 degrees 37 minutes 56 seconds East, departing said west R.O.W. line and traveling across said Marsh Lane, along a south line of said Ordinance No. 80-4-18, passing at a distance of 111.54 feet to a point in the east R.O.W. line of said Marsh Lane, and continuing for a total distance of 121.56 feet to a point at the beginning of a curve to the left, with the radius point being situated South 79 degrees 58 minutes 16 seconds East, at a distance of 1,572.02 feet;

THENCE in a Southerly direction, being parallel to and a perpendicular distance of 10.0 feet east of said east R.O.W. line of Marsh Lane, the following six (6) courses and distances:

- 1) Southerly, with said curve to the left, through a central angle of 09 degrees 31 minutes 26 seconds, having a radius of 1,572.02 feet, a chord bearing South 05 degrees 16 minutes 00 seconds West, a chord distance of 261.01 feet, and an arc distance of 261.31 feet to the end of said curve;
- 2) South 00 degrees 29 minutes 49 seconds West, a distance of 182.29 feet to the beginning of a non-tangent curve to the right, with the radius point being situated North 89 degrees 02 minutes 56 seconds West at a distance of 5,747.32 feet;
- 3) Southwesterly, with said curve to the right, through a central angle of 01 degrees 34 minutes 55 seconds, having a radius of 5,747.32 feet, a chord bearing South 01 degrees 44 minutes 32 seconds West, a chord distance of 158.68 feet, and an arc distance of 158.68 feet to the end of said curve;
- 4) South 02 degrees 31 minutes 51 seconds West, a distance of 761.98 feet to a point;
- 5) South 01 degrees 16 minutes 56 seconds East, a distance of 150.38 feet to a point;
- 6) South 02 degrees 31 minutes 51 seconds West, a distance of 196.14 feet to a point;

THENCE South 42 degrees 57 minutes 30 seconds East, transitioning from said Marsh Lane to E. Hebron Parkway (F.M. 544 – variable width R.O.W.), a distance of 19.91 feet to a point;

THENCE in an Easterly direction, being parallel to and a perpendicular distance of 10.0 feet north of the north R.O.W. line of said E. Hebron Parkway (FM 544), the following ten (10) courses and distances:

- 1) South 87 degrees 18 minutes 53 seconds East, a distance of 166.70 feet to a point;
- 2) South 83 degrees 30 minutes 02 seconds East, a distance of 150.33 feet to a point;
- 3) South 87 degrees 18 minutes 53 seconds East, a distance of 582.17 feet to a point;
- 4) North 02 degrees 41 minutes 07 seconds East, a distance of 10.00 feet to a point;
- 5) South 87 degrees 18 minutes 53 seconds East, a distance of 260.75 feet to a point;
- 6) South 84 degrees 23 minutes 23 seconds East, a distance of 148.64 feet to a point;
- 7) South 88 degrees 39 minutes 19 seconds East, a distance of 198.20 feet to a point;
- 8) North 46 degrees 20 minutes 41 seconds East, a distance of 7.07 feet to a point;
- 9) South 88 degrees 39 minutes 19 seconds East, a distance of 174.46 feet to a point;
- 10) South 82 degrees 57 minutes 32 seconds East, a distance of 50.38 feet to a point;

THENCE South 88 degrees 39 minutes 19 seconds East, extending beyond said R.O.W. line and into Midway Road, a distance of 925.66 feet to a point in the projected west R.O.W. line of said Midway Road (extending to the north);

THENCE SOUTH, traveling across said R.O.W. for E. Hebron Parkway (FM 544), along said projected west R.O.W. line of Midway Road, a distance of 104.38 feet to a point at the southwest corner of City of Plano Ordinance No. 2013-8-14, approved August 26, 2013 and being within the R.O.W. for E. Hebron Parkway (FM 544) and being 10.0 north of the curving northerly line of that certain called 188 acre City Limit parcel to the City of Carrollton as described in Ordinance No. 750, approved April 17, 1978 and the End Point of this description.

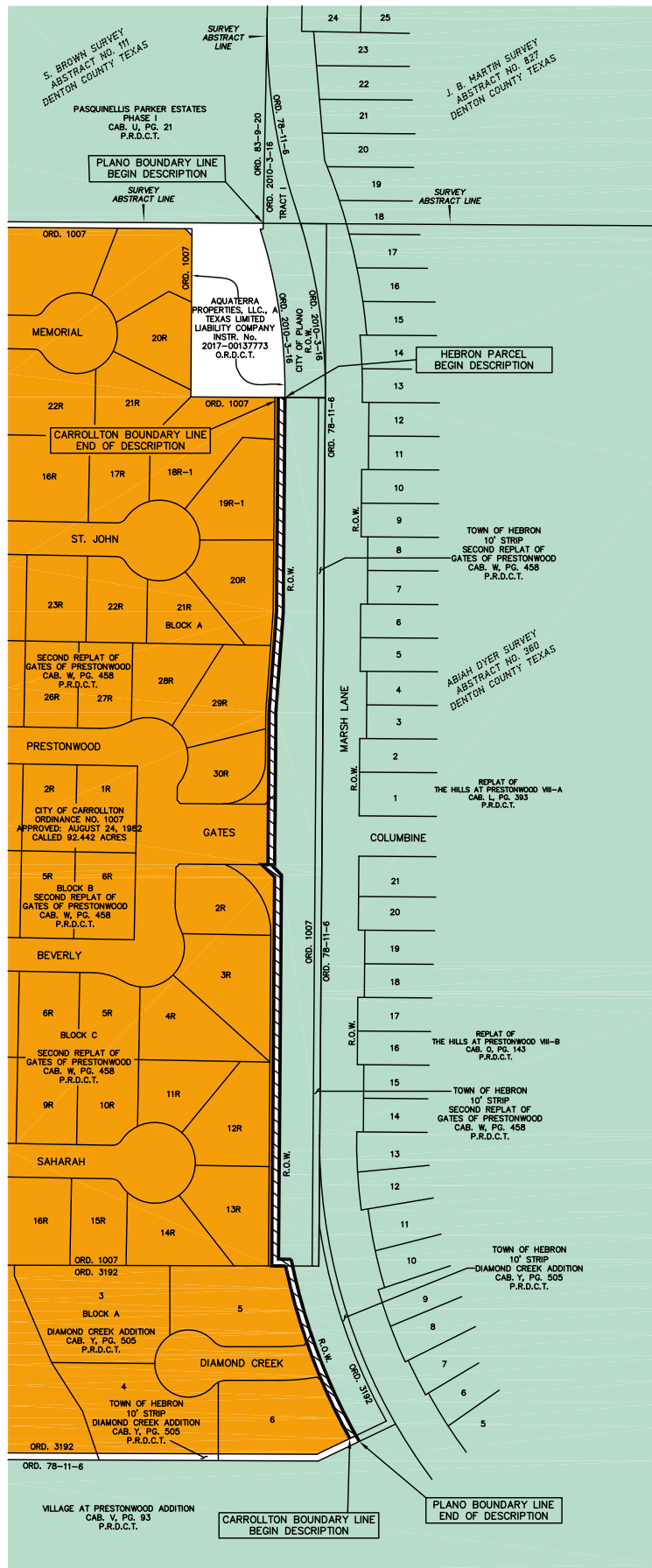
EXHIBIT "B"

LEGEND



NOT TO SCALE

- = CITY OF PLANO
- = CITY OF CARROLLTON
- = TOWN OF HEBRON
- = HEBRON DESCRIPTION



LOCATION MAP



**EXHIBIT B-1
ANNEXATION
The Town of Hebron, Denton County, Texas
Approximately 0.365 Acres**

THIS DOCUMENT WAS PREPARED FOR USE BY THE TOWN OF HEBRON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING approximately 0.365 acres of land lying in the Abiah Dyer Survey, Abstract No. 360, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of a called 0.731 acre tract of land as described in a Special Warranty Deed to AquaTerra Properties, LLC, a Texas limited liability company, as recorded in Document No. 2017-00137773, of the Official Records of Denton County, Texas (O.R.D.C.T.), same being on the westerly line of City of Plano Ordinance No. 2010-3-16, Tract 2, same being on the westerly Right of Way (R.O.W.) line of Marsh Lane (a variable width R.O.W.);

THENCE in a southerly direction, along the west R.O.W. line of said Marsh Lane, the following eight (8) courses and distances:

- 1) South 00 degrees 25 minutes 17 seconds West, a distance of 318.37 feet to a point;
- 2) South 04 degrees 14 minutes 08 seconds West, a distance of 150.33 feet to a point;
- 3) South 00 degrees 25 minutes 17 seconds West, a distance of 226.66 feet to a point;
- 4) North 89 degrees 34 minutes 43 seconds West, a distance of 4.98 feet to a point;
- 5) South 44 degrees 32 minutes 24 seconds East, a distance of 21.20 feet to a point;
- 6) South 00 degrees 25 minutes 17 seconds West, a distance of 571.60 feet to a point;
- 7) South 89 degrees 49 minutes 36 seconds East, a distance of 18.76 feet to the beginning of a non-tangent curve to the left, with the radius point being situated North 78 degrees 39 minutes 55 seconds East at a distance of 910.00 feet;
- 8) Southeasterly, with said curve to the left, through a central angle of 17 degrees 39 minutes 26 seconds, having a radius of 910.00 feet, a chord bearing South 20 degrees 09 minutes 48 seconds East, a chord distance of 279.33 feet, with an arc distance of 280.44 feet to the intersection of the north line of a 10 foot annexation line to the Town of Hebron as shown on Lot 6, Block A, Diamond Creek Addition, an addition to the City of Carrollton, Texas, according to the plat thereof recorded in Cabinet Y, Page 505 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE South 64 degrees 26 minutes 03 seconds West, departing the westerly R.O.W. line of said Marsh Lane and along the north line of said Town of Hebron annexation line, a distance of 10.02 feet to the beginning of a

non-tangent curve to the right, with the radius point being situated North 61 degrees 02 minutes 43 seconds East at a distance of 920.00 feet;

THENCE in a northerly direction, being parallel to and a perpendicular distance of 10.0 feet west of said west R.O.W. line of Marsh Lane, the following eight (8) courses and distances:

- 1) Northwesterly, with said non-tangent curve to the right, through a central angle of 17 degrees 06 minutes 39 seconds, having a radius of 920.00 feet, a chord bearing North 20 degrees 23 minutes 58 seconds West, a chord distance of 273.73 feet, and an arc distance of 274.75 feet to the end of said curve;
- 2) North 89 degrees 49 minutes 36 seconds West, a distance of 20.67 feet to a point;
- 3) North 00 degrees 25 minutes 17 seconds East, a distance of 577.51 feet to a point;
- 4) North 44 degrees 32 minutes 24 seconds West, a distance of 27.05 feet to a point;
- 5) South 89 degrees 34 minutes 43 seconds East, a distance of 9.11 feet to a point;
- 6) North 00 degrees 25 minutes 17 seconds East, a distance of 226.99 feet to a point;
- 7) North 04 degrees 14 minutes 08 seconds East, a distance of 150.33 feet to a point;
- 8) North 00 degrees 25 minutes 17 seconds East, a distance of 318.04 feet to a point on the southerly line of the aforementioned AquaTerra Properties tract;

THENCE South 89 degrees 35 minutes 24 seconds East, along the south line of said AquaTerra Properties tract, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing approximately 0.365 acres (0.0006 square miles) of land, more or less.

EXHIBIT B-2
CARROLLTON BOUNDARY LINE
Denton County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF CARROLLTON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Carrollton and the Town of Hebron, located in the Abiah Dyer Survey, Abstract No. 360, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point on the north line of a 10 foot Town of Hebron annexation line shown on Lot 6, Block A, Diamond Creek Addition, an addition to the City of Carrollton, Texas, according to the plat thereof recorded in Cabinet Y, Page 505 of the Plat Records of Denton County, Texas (P.R.D.C.T.), that is approximately 10.00 feet southwesterly of its intersection with the west Right of Way (R.O.W.) line of Marsh Lane (a variable width R.O.W.), same being the beginning of a non-tangent curve to the right, with the radius point being situated North 61 degrees 02 minutes 43 seconds East at 920.00 feet;

THENCE in a northerly direction, being parallel to and a perpendicular distance of 10.0 feet west of the west Right of Way (R.O.W.) line of Marsh Lane (a variable width R.O.W.), the following eight (8) courses and distances:

- 1) Northwestly, with said non-tangent curve to the right, through a central angle of 17 degrees 06 minutes 39 seconds, having a radius of 920.00 feet, a chord bearing North 20 degrees 23 minutes 58 seconds West, a chord distance of 273.73, an arc distance of 274.75 feet to the end of said curve;
- 2) North 89 degrees 49 minutes 36 seconds West, a distance of 20.67 feet to a point;
- 3) North 00 degrees 25 minutes 17 seconds East, a distance of 577.51 feet to a point;
- 4) North 44 degrees 32 minutes 24 seconds West, a distance of 27.05 feet to a point;
- 5) South 89 degrees 34 minutes 43 seconds East, a distance of 9.11 feet to a point;
- 6) North 00 degrees 25 minutes 17 seconds East, a distance of 226.99 feet to a point;
- 7) North 04 degrees 14 minutes 08 seconds East, a distance of 150.33 feet to a point;
- 8) North 00 degrees 25 minutes 17 seconds East, a distance of 318.04 feet to a point on the south line of a called 0.731 acre tract of land as described in a Special Warranty Deed to AquaTerra Properties, LLC, a Texas limited liability company, as recorded in Document No. 2017-00137773, of the Official Records of Denton County, Texas (O.R.D.C.T.), the end point of this description.

EXHIBIT B-3
PLANO BOUNDARY LINE
Denton County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF PLANO IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Plano and the Town of Hebron located in the Abiah Dyer Survey, Abstract No. 360, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the most northerly northeast corner of a called 0.731 acre tract of land as described in a Special Warranty Deed to AquaTerra Properties, LLC, a Texas limited liability company, as recorded in Document No. 2017-00137773, of the Official Records of Denton County, Texas (O.R.D.C.T.), same being on the approximate north line of said Dyer Survey, same being the most westerly northwest corner of City of Plano Ordinance No. 2010-3-16, Tract 2 and the southwest corner of said Ordinance, Tract 1, same being the southeast corner of City of Plano Ordinance No. 83-9-20, and also being on the westerly Right of Way (R.O.W.) line of Marsh Lane (a variable width R.O.W.);

THENCE in a southerly direction, along the west R.O.W. line of said Marsh Lane, the following eleven (11) courses and distances:

- 1) South 01 degrees 06 minutes 44 seconds West, a distance of 8.80 feet to a point;
- 2) North 89 degrees 34 minutes 15 seconds West, a distance of 4.30 feet to the beginning of a non-tangent curve to the right, with the radius point being situated South 72 degrees 25 minutes 52 seconds West at a distance of 790.00 feet;
- 3) Southeasterly, with said curve to the right, through a central angle of 17 degrees 59 minutes 29 seconds, having a radius of 790.00 feet, a chord bearing South 08 degrees 34 minutes 23 seconds East, a chord distance of 247.05 feet, and an arc distance of 248.07 feet to the end of said curve;
- 4) South 00 degrees 25 minutes 17 seconds West, a distance of 324.36 feet to a point;
- 5) South 04 degrees 14 minutes 08 seconds West, a distance of 150.33 feet to a point;
- 6) South 00 degrees 25 minutes 17 seconds West, a distance of 226.66 feet to a point;
- 7) North 89 degrees 34 minutes 43 seconds West, a distance of 4.98 feet to a point;
- 8) South 44 degrees 32 minutes 24 seconds East, a distance of 21.20 feet to a point;
- 9) South 00 degrees 25 minutes 17 seconds West, a distance of 571.60 feet to a point;





- 10) South 89 degrees 49 minutes 36 seconds East, a distance of 18.76 feet to the beginning of a non-tangent curve to the left, with the radius point being situated North 78 degrees 39 minutes 55 seconds East at a distance of 910.00 feet;
- 11) Southeasterly, with said curve to the left, through a central angle of 18 degrees 17 minutes 18 seconds, having a radius of 910.00 feet, a chord bearing South 20 degrees 28 minutes 44 seconds East, a chord distance of 289.23 feet, and an arc distance of 290.46 feet to a point on the south line of said Diamond Creek Addition, the end point of this description.

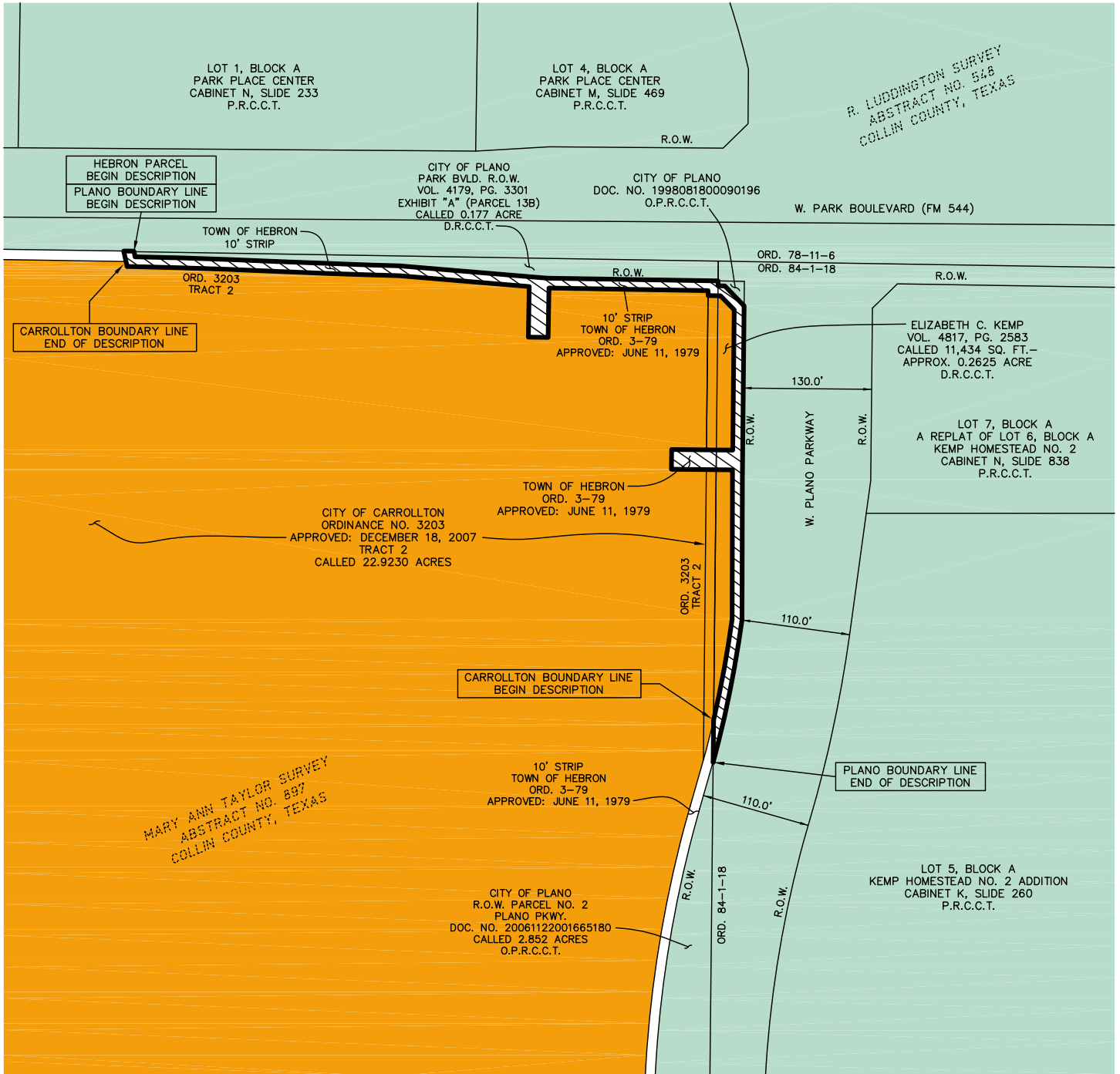
EXHIBIT "C"

LEGEND



NOT TO SCALE

	= CITY OF PLANO		= TOWN OF HEBRON
	= CITY OF CARROLLTON		= HEBRON DESCRIPTION



LOCATION MAP



1820 Regal Row, Suite 150, Dallas, Texas 75235 | 214.747.3733
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194115

MARCH, 2018 SHEET 1 OF 1
PROJECT No. 1600742

**EXHIBIT C-1
ANNEXATION
The Town of Hebron, Collin County, Texas
Approximately 0.300 Acres**

THIS DOCUMENT WAS PREPARED FOR USE BY THE TOWN OF HEBRON IN COLLIN COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING approximately 0.300 acres of land situated in the Mary Ann Taylor Survey, Abstract No. 897, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the south line of City of Plano Ordinance No. 78-11-6, Exhibit "A", approved November 13, 1978 and the north line of the Town of Hebron, with the south Right of Way (R.O.W.) line of W. Park Boulevard (a variable width R.O.W.), said intersection being approximately 683.40 feet west of the centerline of W. Plano Parkway (130 foot wide R.O.W.);

THENCE easterly along the south R.O.W. line of said W. Park Boulevard, the following eight (8) courses and distances:

- 1) South 12 degrees 45 minutes 11 seconds East, a distance of 5.84 feet to a point at the beginning of a non-tangent curve to the right, having a radius point that bears South 01 degrees 13 minutes 33 seconds West a distance of 5,971.50 feet
- 2) Easterly, along said curve to the right, through a central angle of 01 degrees 22 minutes 47 seconds, having a radius of 5,971.50 feet, a chord bearing of South 88 degrees 05 minutes 04 seconds East, a chord distance of 143.81 feet, and an arc distance of 143.81 feet to the point of reverse curvature of a curve to the left, having a radius point that bears North 02 degrees 36 minutes 20 seconds East a distance of 6,028.98 feet;
- 3) Easterly, along said curve to the left, through a central angle of 00 degrees 55 minutes 33 seconds, having a radius of 6,028.98 feet, a chord bearing of South 87 degrees 51 minutes 26 seconds East, a chord distance of 97.41 feet, and an arc distance of 97.41 feet to the end of said curve;
- 4) South 88 degrees 18 minutes 53 seconds East, a distance of 26.93 feet to a point;
- 5) South 85 degrees 15 minutes 18 seconds East, a distance of 150.45 feet to a point;
- 6) South 89 degrees 04 minutes 04 seconds East, a distance of 172.47 feet to a point;
- 7) South 00 degrees 34 minutes 59 seconds West, a distance of 4.97 feet to a point;
- 8) South 89 degrees 02 minutes 44 seconds East, a distance of 6.88 feet to a point;

THENCE South 44 degrees 02 minutes 44 seconds East, transitioning from the south R.O.W. line of said W. Park Boulevard to the west R.O.W. line of the aforementioned W. Plano Parkway, a distance of 28.08 feet to a point;

THENCE southerly, along the west R.O.W. line of said W. Plano Parkway, the following three (3) courses and distances:

- 1) South 00 degrees 34 minutes 59 seconds West, a distance of 166.25 feet to a point;
- 2) South 00 degrees 09 minutes 24 seconds West, a distance of 151.52 feet to the beginning of a non-tangent curve to the right, having a radius point that bears North 82 degrees 16 minutes 52 seconds West a distance of 1,145.00 feet;
- 3) Southerly, along said curve to the right, through a central angle of 07 degrees 23 minutes 24 seconds, having a radius of 1,145.00 feet, a chord bearing of South 11 degrees 24 minutes 50 seconds West, a chord distance of 147.58 feet, and an arc distance of 147.68 feet to the end of said curve, same being the intersection of the east line of said Town of Hebron city limits and the west line of City of Plano Ordinance No. 84-1-18;

THENCE North 00 degrees 35 minutes 09 seconds East, departing the west R.O.W. line of said W. Plano Parkway, a distance of 42.91 feet to the beginning of a non-tangent curve to the left, having a radius point that bears North 76 degrees 59 minutes 18 seconds West, a distance of 1,135.00 feet;

THENCE northerly, being parallel to and a perpendicular distance of 10.0 feet west of the west R.O.W. line of said W. Plano Parkway, the following two (2) courses and distances:

- 1) Northeasterly, along said curve to the left, through a central angle of 05 degrees 15 minutes 33 seconds, having a radius of 1,135.00 feet, a chord bearing of North 10 degrees 22 minutes 55 seconds East, a chord distance of 104.15 feet, and an arc distance of 104.18 feet to the end of said curve;
- 2) North 00 degrees 09 minutes 24 seconds East, a distance of 150.87 feet to a point;

THENCE North 89 degrees 25 minutes 01 seconds West, a distance of 61.90 feet to a point;

THENCE North 00 degrees 34 minutes 59 seconds East, a distance of 20.00 feet to a point;

THENCE South 89 degrees 25 minutes 01 seconds East, a distance of 61.90 feet to a point;

THENCE North 00 degrees 34 minutes 59 seconds East, being parallel to and a perpendicular distance of 10.0 feet west of the west R.O.W. line of said W. Plano Parkway, a distance of 142.20 feet to a point;

THENCE North 44 degrees 02 minutes 44 seconds West, being parallel to and a perpendicular distance of 10.0 feet southwest of the transition from the west R.O.W. line of said W. Plano Parkway to the south R.O.W. line of the aforementioned W. Park Boulevard, a distance of 19.83 feet to a point;

THENCE westerly, being parallel to and a perpendicular distance of 10.0 feet to the south of the south R.O.W. line of W. Park Boulevard, the following three (3) courses and distances:

1. North 89 degrees 02 minutes 44 seconds West, a distance of 12.67 feet to a point;
2. North 00 degrees 34 minutes 59 seconds East, a distance of 4.96 feet to a point;
3. North 89 degrees 04 minutes 04 seconds West, a distance of 161.17 feet to a point;

THENCE South 00 degrees 55 minutes 56 seconds West, a distance of 50.00 feet to a point;

THENCE North 89 degrees 04 minutes 04 seconds West, a distance of 20.00 feet to a point;

THENCE North 00 degrees 55 minutes 56 seconds East, a distance of 51.22 feet to a point;

THENCE westerly, being parallel to and a perpendicular distance of 10.0 feet south of the south R.O.W. line of said W. Park Boulevard, the following four (4) courses and distances:

1. North 85 degrees 15 minutes 18 seconds West, a distance of 132.17 feet to a point;
2. North 88 degrees 18 minutes 53 seconds West, a distance of 26.66 feet to the beginning of a curve to the right, having a radius point that bears North 01 degrees 40 minutes 47 seconds East a distance of 6,038.50 feet;
3. Westerly, along said curve to the right, through a central angle of 00 degrees 55 minutes 33 seconds, having a radius of 6,038.50 feet, a chord bearing of North 87 degrees 51 minutes 26 seconds West, a chord distance of 97.57 feet, and an arc distance of 97.58 feet to the point of reverse curvature of a curve to the left, having a radius point that bears South 02 degrees 36 minutes 20 seconds West, a distance of 5,961.50 feet;
4. Westerly, along said curve to the left, through a central angle of 01 degrees 27 minutes 18 seconds, having a radius of 5,961.50 feet, a chord bearing of North 88 degrees 07 minutes 19 seconds West, a chord distance of 151.38 feet, and an arc distance of 151.38 feet to the end of said curve;

THENCE North 12 degrees 45 minutes 11 seconds West, a distance of 16.07 feet to a point on the aforesaid south R.O.W. line of W. Park Boulevard;

THENCE South 89 degrees 12 minutes 02 seconds East, along the south R.O.W. line of said W. Park Boulevard, a distance of 10.29 feet to the **POINT OF BEGINNING** and containing 0.300 acres (0.0005 square miles) of land, more or less.

EXHIBIT C-2
CARROLLTON BOUNDARY LINE
Collin County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF CARROLLTON IN COLLIN COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Carrollton and the Town of Hebron, situated in the Mary Ann Taylor Survey, Abstract No. 897, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point being approximately 43.00 feet in a northerly direction from the intersection of the west line of City of Plano Ordinance No. 84-1-18 and the west Right of Way (R.O.W.) line of W. Plano Parkway (a variable width R.O.W.), and being the beginning of a non-tangent curve to the left, having a radius point that bears North 76 degrees 59 minutes 18 seconds West, a distance of 1,135.00 feet;

THENCE in a northerly direction, being parallel to and a perpendicular distance of 10.0 feet west of the west Right of Way (R.O.W.) line of W. Plano Parkway the following two (2) courses and distances:

1. along said non-tangent curve to the left, through a central angle of 05 degrees 15 minutes 33 seconds, having a radius of 1,135.00 feet, a chord bearing of North 10 degrees 22 minutes 55 seconds East, a chord distance of 104.15 feet, and an arc distance of 104.18 feet to a point at the end of said curve;
2. North 00 degrees 09 minutes 24 seconds East, a distance of 150.87 feet to a point;

THENCE North 89 degrees 25 minutes 01 seconds West, a distance of 61.90 feet to a point;

THENCE North 00 degrees 34 minutes 59 seconds East, a distance of 20.00 feet to a point;

THENCE South 89 degrees 25 minutes 01 seconds East, a distance of 61.90 feet to a point being parallel to and a perpendicular distance of 10.0 feet west of the west Right of Way (R.O.W.) line of the aforesaid W. Plano Parkway;

THENCE North 00 degrees 34 minutes 59 seconds East, being parallel to and a perpendicular distance of 10.0 feet west of the west Right of Way (R.O.W.) line of said W. Plano Parkway, a distance of 142.20 feet to a point;

THENCE North 44 degrees 02 minutes 44 seconds West, being parallel to and a perpendicular distance of 10.0 feet southwest of the transition from the west R.O.W. line of said W. Plano Parkway to the south R.O.W. line of the aforementioned W. Park Boulevard, a distance of 19.83 feet to a point

THENCE in a westerly direction, being parallel to and a perpendicular distance of 10.0 feet south of the south Right of Way (R.O.W.) line of W. Park Boulevard the following three (3) courses and distances:

1. North 89 degrees 02 minutes 44 seconds West, a distance of 12.67 feet to a point;
2. North 00 degrees 34 minutes 59 seconds East, a distance of 4.96 feet to a point;
3. North 89 degrees 04 minutes 04 seconds West, a distance of 161.17 feet to a point;

THENCE South 00 degrees 55 minutes 56 seconds West, a distance of 50.00 feet to a point;

THENCE North 89 degrees 04 minutes 04 seconds West, a distance of 20.00 feet to a point;

THENCE North 00 degrees 55 minutes 56 seconds East, a distance of 51.22 feet to a point being parallel to and a perpendicular distance of 10.0 feet south of the south Right of Way (R.O.W.) line of said W. Park Boulevard;

THENCE in a westerly direction, being parallel to and a perpendicular distance of 10.0 feet south of the south Right of Way (R.O.W.) line of W. Park Boulevard the following five (5) courses and distances:

1. North 85 degrees 15 minutes 18 seconds West, a distance of 132.17 feet to a point;
2. North 88 degrees 18 minutes 53 seconds West, a distance of 26.66 feet to a point at the beginning of curve to the right, having a radius point that bears North 01 degrees 40 minutes 47 seconds East, a distance of 6,038.50 feet;
3. Northwesterly along said curve to the right, through a central angle of 00 degrees 55 minutes 33 seconds, having a radius of 6,038.50 feet, a chord bearing of North 87 degrees 51 minutes 26 seconds West, a chord distance of 97.57 feet, and an arc distance of 97.58 feet to a point at the beginning of a curve to the left, having a radius point that bears South 02 degrees 36 minutes 20 seconds West, a distance of 5,961.50 feet;
4. Northwesterly along said curve to the left, through a central angle of 01 degrees 27 minutes 18 seconds, having a radius of 5,961.50 feet, a chord bearing of North 88 degrees 07 minutes 19 seconds West, a chord distance of 151.38 feet, and an arc distance of 151.38 feet to a point at the end of said curve;
5. North 12 degrees 45 minutes 11 seconds West, a distance of 16.07 feet to a point on the southerly R.O.W. line of the aforementioned W. Park Boulevard, the end point of this description.

EXHIBIT C-3
PLANO BOUNDARY LINE
Collin County, Texas

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF PLANO IN COLLIN COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Plano and the Town of Hebron, situated in the Mary Ann Taylor Survey, Abstract No. 897, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the south line of City of Plano Ordinance No. 78-11-6, Exhibit "A", approved November 13, 1978 and the north line of the Town of Hebron, with the south Right of Way (R.O.W.) line of W. Park Boulevard (a variable width R.O.W.), said intersection being approximately 683.40 feet west of the centerline of W. Plano Parkway (130 foot wide R.O.W.);

THENCE easterly along the south R.O.W. line of W. Park Boulevard, the following eight (8) courses and distances:

- 1) South 12 degrees 45 minutes 11 seconds East, a distance of 5.84 feet to a point at the beginning of a non-tangent curve to the right, having a radius point that bears South 01 degrees 13 minutes 33 seconds West a distance of 5,971.50 feet
- 2) Southeasterly, along said non-tangent curve to the right, through a central angle of 01 degrees 22 minutes 47 seconds, having a radius of 5,971.50 feet, a chord bearing of South 88 degrees 05 minutes 04 seconds East, a chord distance of 143.80 feet, and an arc distance of 143.81 feet to the end of said curve and the beginning of a curve to the left, having a radius point that bears North 02 degrees 36 minutes 20 seconds East a distance of 6,028.98 feet;
- 3) Southeasterly, along said curve to the left, through a central angle of 00 degrees 55 minutes 33 seconds, having a radius of 6028.98 feet, a chord bearing of South 87 degrees 51 minutes 26 seconds East, a chord distance of 97.41 feet, and an arc distance of 97.42 feet to the end of said curve;
- 4) South 88 degrees 18 minutes 53 seconds East, a distance of 26.93 feet to a point;
- 5) South 85 degrees 15 minutes 18 seconds East, a distance of 150.45 feet to a point;
- 6) South 89 degrees 04 minutes 04 seconds East, a distance of 172.47 feet to a point;
- 7) South 00 degrees 34 minutes 59 seconds West, a distance of 4.97 feet to a point;
- 8) South 89 degrees 02 minutes 44 seconds East, a distance of 6.88 feet to a point;

THENCE South 44 degrees 02 minutes 44 seconds East, transitioning from the south R.O.W. line of said W. Park Boulevard to the west R.O.W. line of W. Plano Parkway (a variable width R.O.W.), a distance of 28.08 feet to a point;

THENCE southerly, along the west R.O.W. line of W. Plano Parkway, the following three (3) courses and distances:

- 1) South 00 degrees 34 minutes 59 seconds West, a distance of 166.25 feet to a point;
- 2) South 00 degrees 09 minutes 24 seconds West, a distance of 151.52 feet to the beginning of a non-tangent curve to the right, having a radius point that bears North 82 degrees 16 minutes 52 seconds West a distance of 1,145.00 feet;
- 3) Southwesterly, along said non-tangent curve to the right, through a central angle of 07 degrees 23 minutes 24 seconds, having a radius of 1145.00 feet, a chord bearing of South 11 degrees 24 minutes 50 seconds West, a chord distance of 147.58 feet, and an arc distance of 147.68 feet to the end point of this description.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Deborah Richardson

CAPTION

Ordinance No. 2019-6-5: To adopt and enact Supplement Number 128 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; 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

Adoption of the Quarterly Code Supplement No. 128

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Supplement No. 128 Ordinance	6/11/2019	Agreement

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 128 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 128; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 128 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 128 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 24th day of June, 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: 6/24/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance 2019-6-6 as requested in Zoning Case 2019-006 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 18.5 acres of land located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; 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: Diodes Incorporated **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, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-006 Follow-Up	6/18/2019	P/Z Follow-up Memo
ZC 2019-006 Write-Up	6/18/2019	Staff Report
ZC 2019-006 Locator	6/18/2019	Map
ZC 2019-006 Aerial	6/18/2019	Map
ZC 2019-006 Zoning Exhibit (Bold)	6/18/2019	Map
ZC 2019-006 Preliminary Site Plan/Concept Plan	6/18/2019	Map
ZC 2019-006 Ordinance with Exhibits	6/18/2019	Ordinance

DATE: June 18, 2019

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission



SUBJECT: Results of Planning & Zoning Commission Meeting of June 17, 2019

**AGENDA ITEM NO. 3A - PUBLIC HEARING
ZONING CASE 2019-006
APPLICANT: DIODES INCORPORATED**

Request to rezone 18.5 acres located at the southwest corner of Legacy Drive and Communications Parkway from Commercial Employment to Planned Development-Commercial Employment. Zoned Commercial Employment. Project #ZC2019-006.

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

Speaker Card(s) Received Support: 0 Oppose: 0 Neutral: 0

Letters Received Within 200' Notice Area: Support: 1 Oppose: 0 Neutral: 0

Petition Signatures Received: Support: 0 Oppose: 0 Neutral: 0

Other Responses: Support: 0 Oppose: 0 Neutral: 0

STIPULATIONS:

Recommended for approval as follows:

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

Restrictions:

1. Minimum front yard setback: 40 feet
2. Lot coverage may increase from 40% to 50% on any individual lot as long as the total Planned Development district area does not exceed 40% coverage. This requirement must be demonstrated by including the existing and planned coverage for each lot within the Planned Development district on all site plans.

FOR CITY COUNCIL MEETING OF: June 24, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/amc

xc: Richard White, Diodes Incorporated
Jeff Debruin, Trammell Crow Company
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/CSqQa5aoK4zTbfa19>

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 17, 2019

Agenda Item No. 3A

Public Hearing: Zoning Case 2019-006

Applicant: Diodes Incorporated

DESCRIPTION:

Request to rezone 18.5 acres located at the southwest corner of Legacy Drive and Communications Parkway from Commercial Employment to Planned Development-Commercial Employment. Zoned Commercial Employment. Project #ZC2019-006.

REMARKS:

The applicant is requesting to rezone the subject property to Planned Development-Commercial Employment (PD-CE) to modify the front building setback associated with building height and to modify allowed lot coverage. The existing zoning is Commercial Employment (CE). The CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The major focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The subject property is currently undeveloped. The applicant is proposing to develop four multistory professional/general administrative office buildings with parking garages. A preliminary site plan and concept plan, TCC Legacy, Block A, Lots 1, 2, & 3 accompanies this request as agenda item 3B.

Surrounding Land Use and Zoning

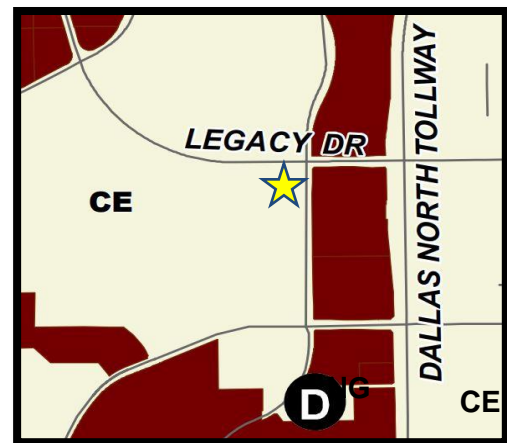
North	Across Legacy Drive are bank, retail, park, and professional/general administrative office uses zoned Central Business-1 (CB-1), and hotel and restaurant uses zoned Planned Development-65-Central Business-1 (PD-65-CB-1).
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East	Across Communications Parkway is a professional/general administrative office development zoned CB-1.
South	Professional/general administrative office development zoned CE.
West	Professional/general administrative office development zoned CE.

Conformance to the Comprehensive Plan

Growth and Change Map - The purpose of the Growth and Change Map is to describe the level of change that is expected to occur on sites around the city and provide general direction for new development and redevelopment projects. The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

The CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.



The applicant is proposing a planned development district which will retain the current height of development allowed on the subject property, while allowing adjustments for the placement of multistory buildings through a reduced front building setback and flexible lot coverage. The requested changes will create a transition from the CB-1 zoning to the north and east, which allows for a zero front yard building setback (unless adjacent to a residential zoning district), and has no lot coverage restriction. This request is in conformance with the CE designation.

Front Building Setback

The minimum front yard setback for nonresidential uses within the CE zoning district is 50 feet. However, Subsection 13.500.2 (Front Yard Regulations) of Section 13.500 (Yard Regulations) of Article 13 (Lot and Building Standards) of the Zoning Ordinance states the following, "In all districts except BG, CB-1, and UMU the distances as measured from the front lot line to the face of the building shall in no case be less than one-half the height of the building."

As shown on the associated preliminary site plan and concept plan, the proposed multistory professional/general administrative office buildings on Lots 1, 2, and 3 measure 25 stories ~ 326 feet, 22 stories ~ 297.5 feet, and 12 stories ~ 205.5 feet in height, respectively. Due to the proposed building heights, the front building setbacks must be increased, pushing the buildings further away from Legacy Drive and Communications Parkway. This information is summarized in the table below:

	Proposed Building Height	Required Setback	Requested Setback	Setback Reduction
Lot 1	326 feet	163 feet	40 feet	123 feet
Lot 2	297.5 feet	148.75 feet	40 feet	108.75 feet
Lot 3	205.5 feet	102.75 feet	40 feet	62.75 feet

The buildings are currently situated with a 50-foot setback from the adjacent rights-of-way. However, due to a proposed right turn lane, additional right-of-way is needed on Legacy Drive. The right-of-way dedication will place the buildings within the 50-foot setback, so the applicant is requesting a minimum setback of 40 feet.

While the subject property has adequate land to accommodate the required setbacks, the applicant is requesting the reduction to support quality building design and site layout in harmony with the transitional nature of the CB-1 and CE zoning districts. Moving the buildings closer to the adjacent thoroughfares will create more consistency in development styles, creating continuity with the adjacent CB-1 zoning district. Staff is in support of the requested setback reduction.

Maximum Lot Coverage

The Zoning Ordinance defines lot coverage as, “The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot.” The maximum lot coverage for professional/general administrative office uses within the CE zoning district is 40%. As proposed, the development on Lot 2 will have 44.9% lot coverage, while Lots 1 & 3 are proposing lot coverages of 30.4%, and 12.5%, respectively. The applicant is requesting to allow lot coverage up to 50% on any individual lot as long as the combined planned development does not exceed 40%. This information will be required to be reflected on site plans for verification. As shown in the attached plans, the overall lot coverage of the planned development is 21.2%, well below the 40% requirement.

Although this request would allow individual lots to exceed the maximum lot coverage, it still requires the PD district overall to comply with the standard CE requirement. Staff believes this is a reasonable amendment that will allow flexibility for the proposed development, while maintaining the overall intent of the CE district. Staff is in support of the requested lot coverage modification.

SUMMARY:

This is a request to rezone the subject property from Commercial Employment to Planned Development-Commercial Employment in order to modify the front building setback pertaining to height and lot coverage. The requested zoning is in conformance with the recommendations of the Comprehensive Plan and will serve as a transition to the CB-1 zoning district north and east of the subject property. For these reasons, staff is in support of the proposed rezoning.

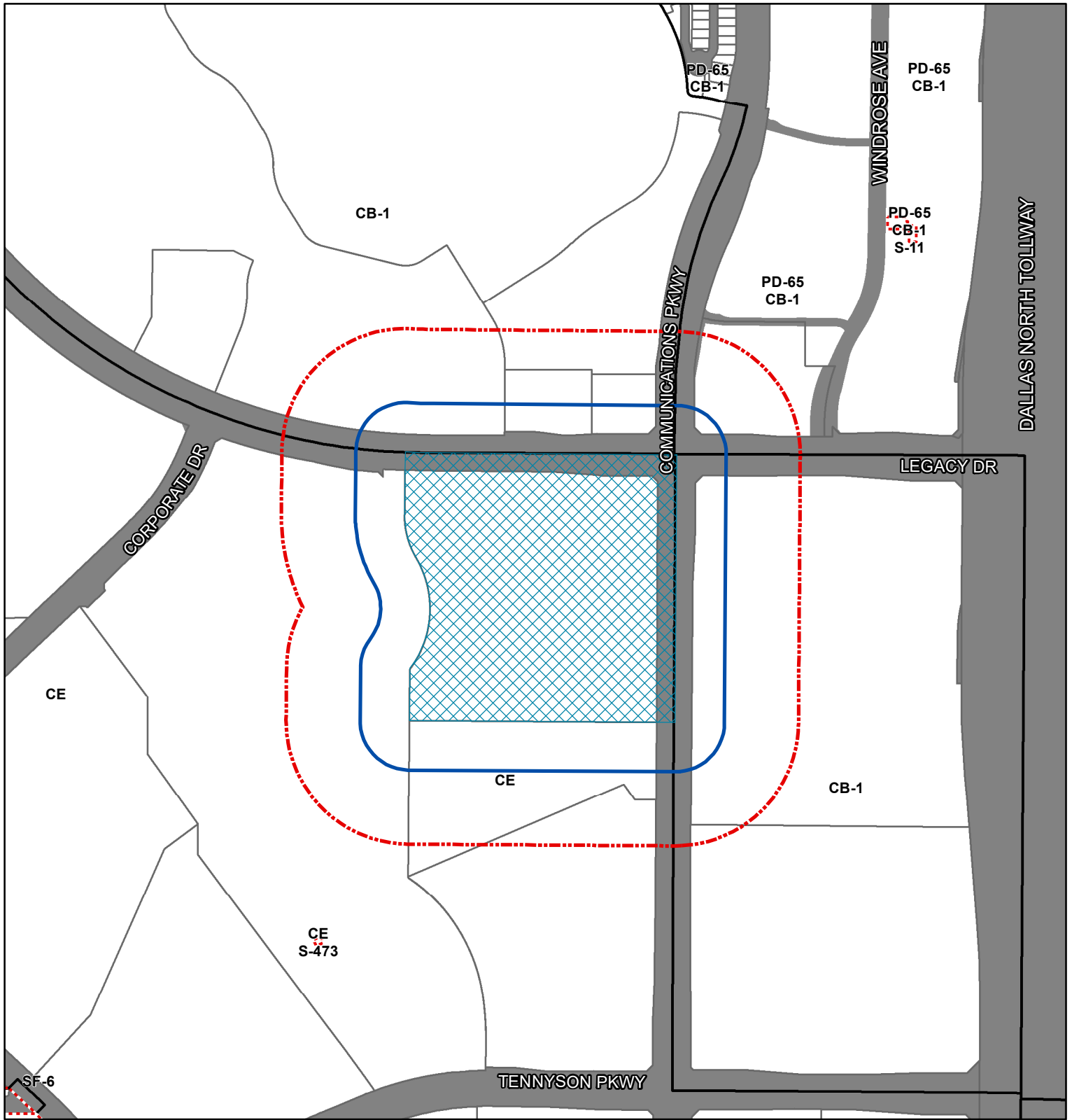
RECOMMENDATION:

Recommended for approval as follows:

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

Restrictions:

1. Minimum front yard setback: 40 feet
2. Lot coverage may increase from 40% to 50% on any individual lot as long as the total Planned Development district area does not exceed 40% coverage. This requirement must be demonstrated by including the existing and planned coverage for each lot within the Planned Development district on all site plans.

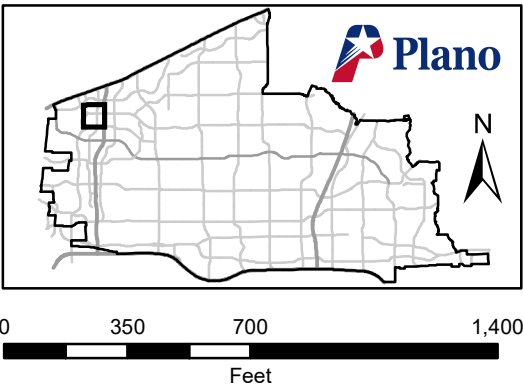


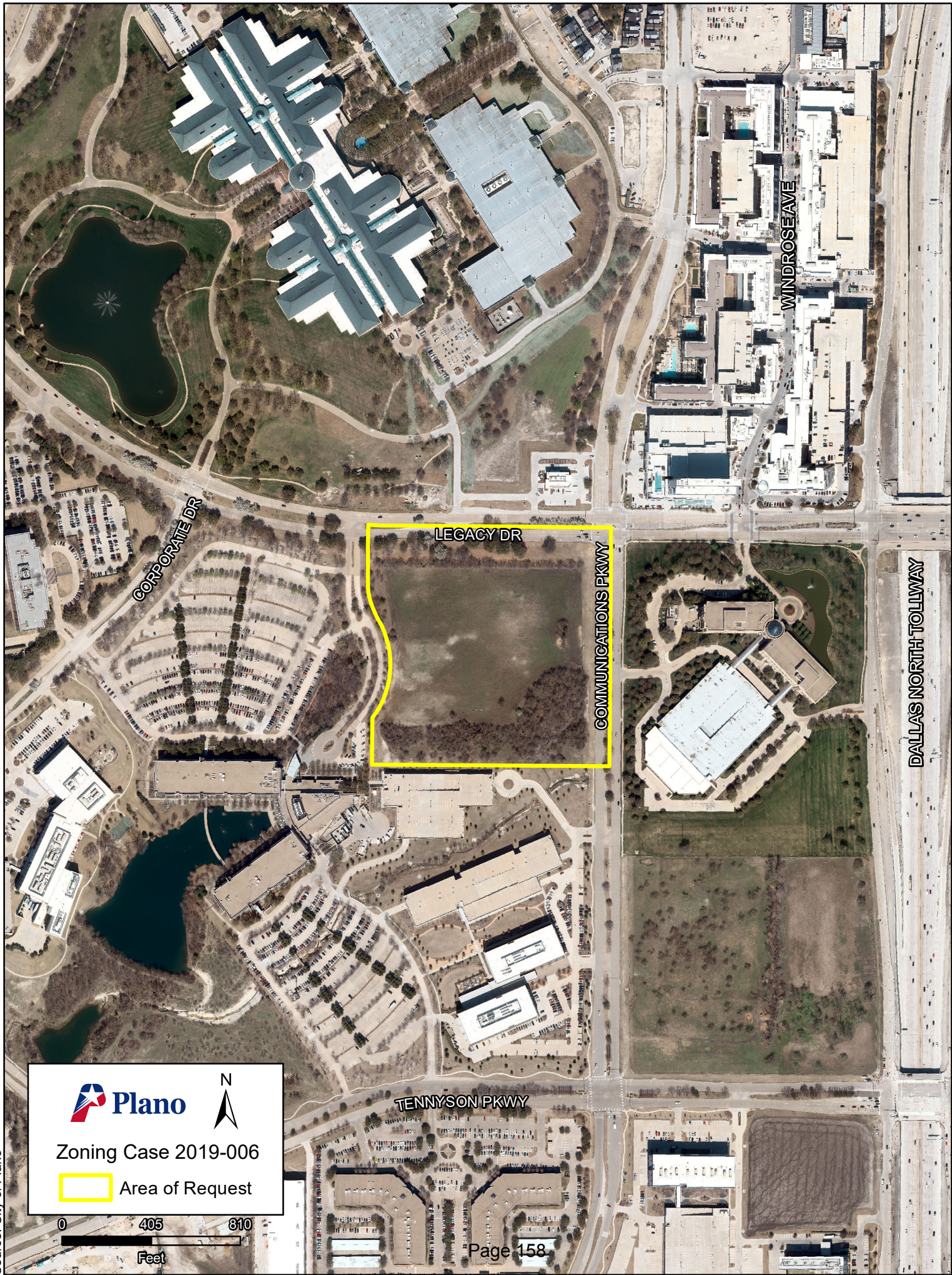
Zoning Case: 2019-006

Existing Zoning: Commercial Employment (CE)

Proposed Zoning: Planned Development-Commercial Employment (PD-CE)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit





CORPORATE DR


WINDROSE AVE

LEGACY DR

COMMUNICATIONS PKWY

DALLAS NORTH TOLLWAY

TENNYSON PKWY

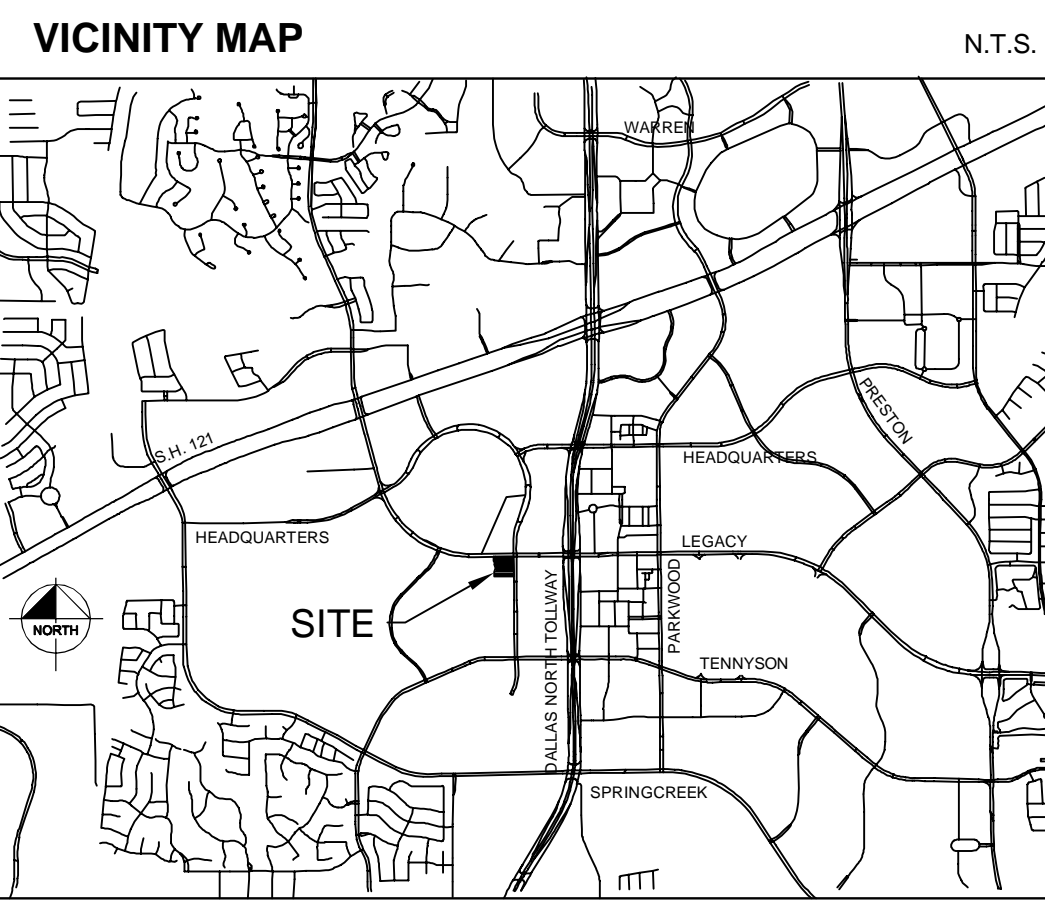
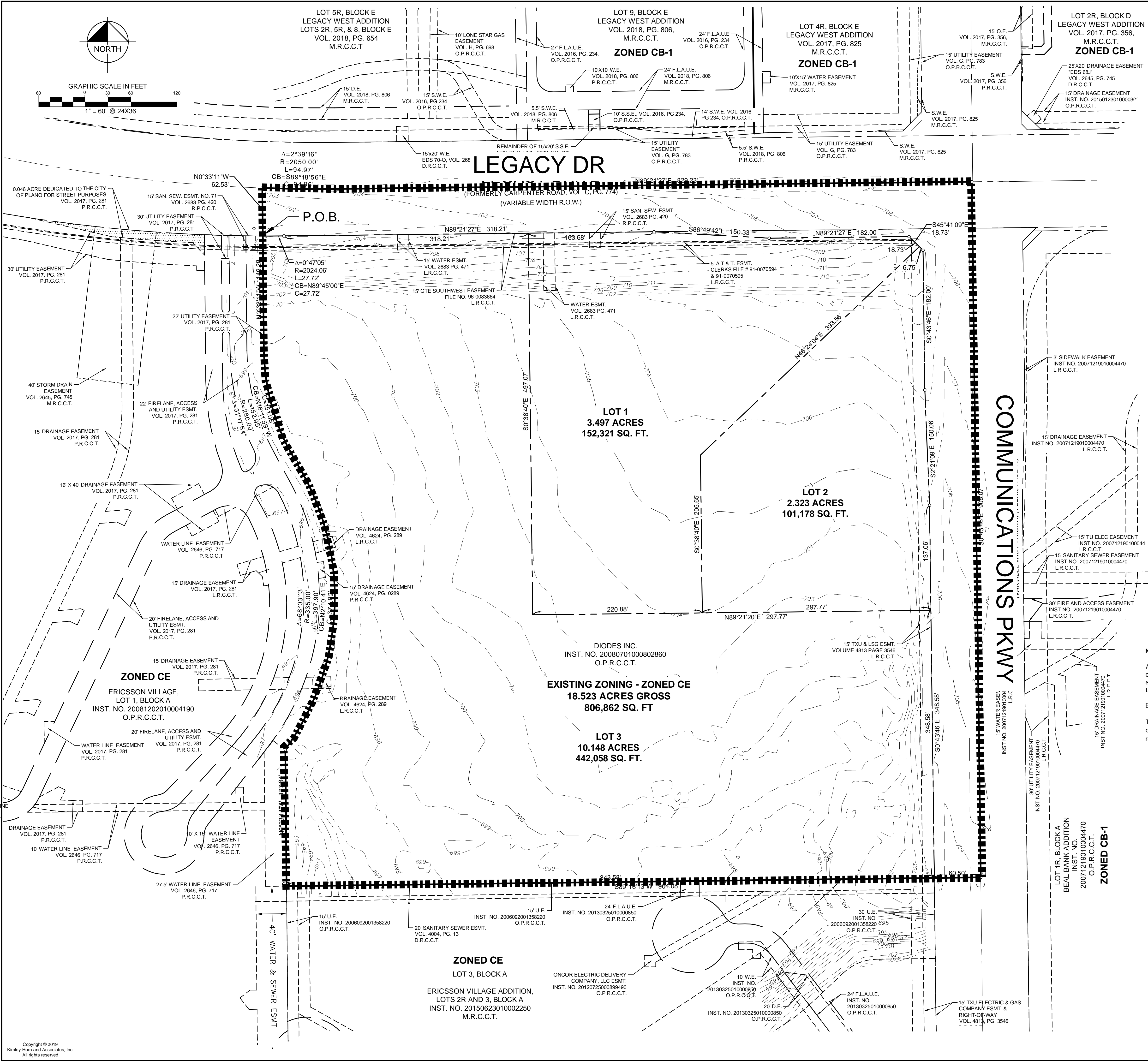


N

Zoning Case 2019-006

Area of Request





BEING a tract of land situated in the Henry Cook Survey, Abstract No.183, City of Plano, Collin County, Texas and being all of a called 16.0258 acre tract of land described in a deed to Diodes Incorporated, recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas, and being a portion of Legacy Drive, a variable width right of way, according to the plat recorded in Cabinet C, Page 774, Map Records of Collin County, Texas and Communications Parkway, a variable width right of way, according to the plat recorded in Cabinet M, Page 30, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 16.0258 acre tract, common to the northeast corner of Lot 1, Block A, according to the Final Plat of Ericsson Village Lot 1, Block A, as recorded in Instrument No. 200812020100004190, Map Records of Collin County, Texas, common to a point on the southerly right of way line of said Legacy Drive;

THENCE North 00°33'11" West, a distance of 62.53 feet to a point in the centerline of said Legacy Drive and at the beginning of a non-tangent curve to the left having a central angle of 02°39'16", a radius of 2050.00 feet, a chord bearing and distance of South 89°18'56" East, 94.96 feet;

THENCE along the centerline of said Legacy Drive and in a southeasterly direction, with said curve to the left, an arc distance of 94.96 feet to a point for corner;

THENCE North 89°21'27" East, continuing along said centerline of Legacy Drive, a distance of 829.23 feet to a point in the centerline of said Legacy Drive and said Communications Parkway;

THENCE South 00°43'46" East, departing said centerline of Legacy Drive and along the centerline of said Communications Parkway, a distance of 906.07 feet to a point for corner;

THENCE South 89°16'13" West, departing said centerline of Communications Parkway, passing at a distance of 60.50 feet, the southeast corner of said 16.0258 acre tract, common to the northeast corner Lot 3, Block A, according to the Replat of Ericsson Village Addition Lots 2R and 3, Block, as recorded in Instrument No. 20150623010002250, Map Records of Collin County, Texas, and continuing along the same bearing a total distance of 904.08 feet to the southwest corner of said 16.0258 acre tract, same being the northwest corner of said Lot 3, Block A, common to a point on the easterly line of said Lot 1, Block A;

THENCE along the easterly line of said Lot 1, Block A and the westerly line of said 16.0258 acre tract, the following courses and distances:

North 00°33'11" West, a distance of 177.84 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 68°03'13", a radius of 335.00 feet, a chord bearing and distance of North 02°10'41" East, 374.92 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 397.90 feet to a point at the beginning of a reverse curve to the right having a central angle of 31°17'44", a radius of 280.00 feet, a chord bearing and distance of North 16°11'59" West, 151.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 152.95 feet to a point for corner;

North 00°33'11" West, a distance of 149.28 feet to the **POINT OF BEGINNING** and containing 18.523 acres (806,852 square feet) of land, more or less.

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, 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."

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Contact: Michael Marx, RPLS

OWNER:
DIODES INCORPORATED
4949 Hedgcoxe Rd, Suite 100
Plano, TX 75024

APPLICANT:
Trammell Crow Company
2100 McKinney Avenue, Suite 800
Dallas, TX 75201

ZONING CASE # 2019-006

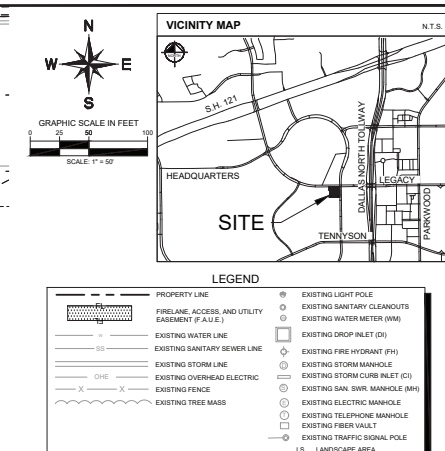
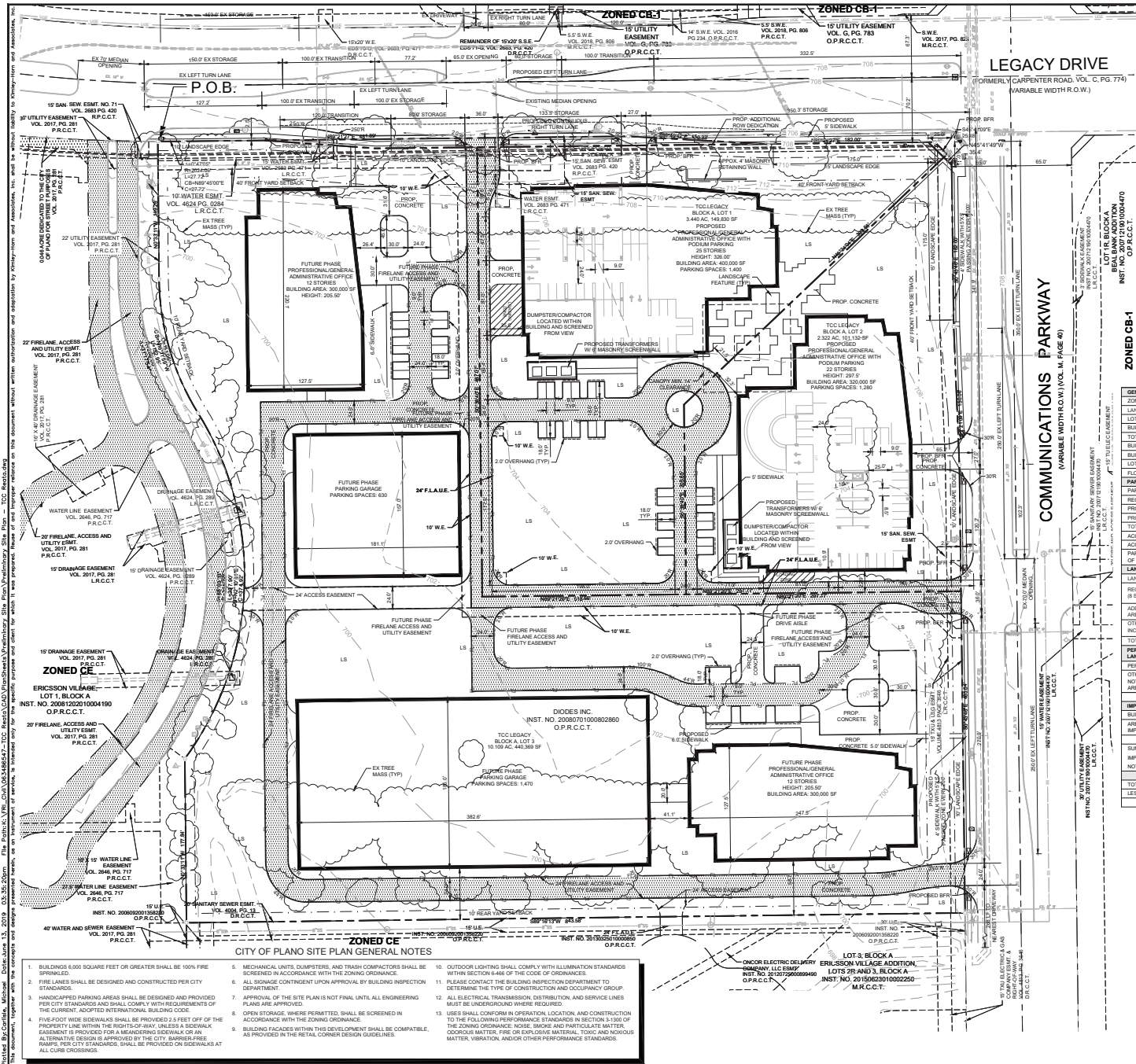
ZONING EXHIBIT
18.523 ACRES

HENRY COOK SURVEY, ABSTRACT NO. 183
CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	5/7/2019	063486513	1 OF 1



SITE DATA SUMMARY TABLE				
GENERAL SITE DATA	LOT 1, BLOCK A		LOT 2, BLOCK A	
	PG-CE	PG-CE	PG-CE	PG-CE
LAND USE	PROFESSIONAL GENERAL ADMINISTRATIVE OFFICE	PROFESSIONAL GENERAL ADMINISTRATIVE OFFICE	PROFESSIONAL GENERAL ADMINISTRATIVE OFFICE	PROFESSIONAL GENERAL ADMINISTRATIVE OFFICE
LOT AREA	149,830 SF / 3.440 AC	101,132 SF / 2.322 AC	440,369 SF / 10.109 AC	691,331 SF / 15.871 AC
BUILDING FOOTPRINT AREA	45,487 SF	45,371 SF	56,000 SF	270,100 SF
TOTAL BUILDING AREA	490,000 SF	300,000 SF	300,000 SF	1,320,000 SF
BUILDING HEIGHT (# STORIES)	25 STORIES	22 STORIES	13 STORIES	13 STORIES
BUILDING HEIGHT	320.0' FT	297.5' FT	205.5' FT	205.5' FT
LOT COVERAGE	35.4 %	44.9 %	12.7 %	21.2 %
FLOOR AREA RATIO	2.871	3.161	1.361	1.911
PARKING	1,891 / 300 SF OFFICE	1,891 / 300 SF OFFICE	1,891 / 300 SF OFFICE	1,891 / 300 SF OFFICE
PARKING RATIO	1.891 / 300 SF OFFICE	1.891 / 300 SF OFFICE	1.891 / 300 SF OFFICE	1.891 / 300 SF OFFICE
PROVIDED PARKING (# SPACES)	1,324	1,067	2,890	4,401
PROVIDED SURFACE PARKING (# SPACES)	12	12	27	51
PROVIDED GARAGE PARKING (# SPACES)	1,400	1,280	2,150	4,780
TOTAL PARKING (# SPACES)	1,412	1,292	2,157	4,831
PARKING IN EXCESS OF 150% OF REQUIRED PARKING (# SPACES)	24	22	21	87
LANDSCAPE AREA (INCLUDING TURF AREAS)	0	0	0	0
LANDSCAPE EDGE AREA PROVIDED	6,300 SF	5,869 SF	6,985 SF	19,149 SF
REQUIRED INTERIOR LANDSCAPE AREA (# SF PER PROVIDED PARKING SPOT)	11,296 SF	10,336 SF	17,616 SF	38,648 SF
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	91,517 SF	18,865 SF	197,290 SF	226,902 SF
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORM WATER RETENTION	N/A	N/A	N/A	N/A
TOTAL LANDSCAPE AREA (15% REQ.)	68,618 SF (45.8%)	34,800 SF (34.5%)	181,291 SF (41.2%)	246,789 SF (41.2%)
PERMEABLE AREA NOT INCLUDING LANDSCAPING OR TURF AREAS	0	0	0	0
PERMEABLE PAVEMENT	0	0	0	0
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OR TURF AREAS	0	0	0	0
TOTAL PERMEABLE AREA	0	0	0	0
IMPERVIOUS AREA	45,487 SF	45,371 SF	56,000 SF	146,868 SF
BUILDING FOOTPRINT AREA	45,487 SF	45,371 SF	56,000 SF	146,868 SF
AREA OF SIDEWALK, PAVEMENT & OTHER IMPERVIOUS PLATWORK	35,715 SF	20,881 SF	203,079 SF	259,674 SF
TOTAL IMPERVIOUS AREA	81,212 SF	66,252 SF	259,079 SF	406,542 SF
SUM OF TOTAL LANDSCAPE AREA + TOTAL IMPERVIOUS AREA	148,830 SF	101,132 SF	440,369 SF	691,331 SF
NOTE: SUM MUST EQUAL LOT AREA	148,830 SF	101,132 SF	440,369 SF	691,331 SF
TOTAL IMPERVIOUS AREA CREDIT	0	0	0	0
LESS BMP IMPERVIOUS AREA CREDIT	0	0	0	0
BILLABLE IMPERVIOUS AREA	0	0	0	0

PRELIMINARY SITE PLAN BLOCK A, LOTS 1 AND 2
CITY PROJECT #SP2019-016
5,762 ACRES

CONCEPT PLAN BLOCK A, LOT 3
CITY PROJECT #CP2019-005
TCC LEGACY
10.109 ACRES
SITUATED IN THE
HENRY COOK SURVEY, ABSTRACT NO. 183
CITY OF PLANO, COLLIN COUNTY, TEXAS

OWNER:
TRAMMELL CROW COMPANY
4940 REDWOOD RD.
PLANO, TX 75094
Phone: 214-887-0796
Contact: RICHARD D. WHITE
Email: RICK.WHITE@TCC.COM

DESIGNED BY:
Kimley-Horn
10000 Preston Road, Suite 210
Frisco, TX 75034
Phone: (972) 335-3300
Fax: (972) 335-3779
Email: north@kimley-horn.com
Registration No. F-608
DATE OF PREPARATION: 05/23/2019

SCALE:
AS SHOWN

DATE:
6/12/2019

PROJECT NO.:
06348547

SHEET NUMBER:
1 OF 1

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10000 Preston Road, Suite 210
Frisco, TX 75034
Phone: (972) 335-3300
Fax: (972) 335-3779
Email: north@kimley-horn.com
Registration No. F-608
DATE OF PREPARATION: 05/23/2019

TRAMMELL CROW COMPANY
LEGACY
CITY OF PLANO, TEXAS

DATE:
6/12/2019

PROJECT NO.:
06348547

SHEET NUMBER:
1 OF 1

Zoning Case 2019-006

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 18.5 acres of land out of the Henry Cook Survey, Abstract No. 183, located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; 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 24th day of June 2019, for the purpose of considering rezoning 18.5 acres of land out of the Henry Cook Survey, Abstract No. 183, located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of June 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 18.5 acres of land out of the Henry Cook Survey, Abstract No. 183, located at the southwest corner of Legacy Drive and Communications Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-40-Commercial Employment, 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 Commercial Employment (CE) zoning district unless otherwise specified herein.

Restrictions:

1. Minimum front yard setback: 40 feet

2. Lot coverage may increase from 40% to 50% on any individual lot as long as the total Planned Development district area does not exceed 40% coverage. This requirement must be demonstrated by including the existing and planned coverage for each lot within the Planned Development district on all site plans.

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 24TH DAY OF JUNE 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-006

BEING a tract of land situated in the Henry Cook Survey, Abstract No.183, City of Plano, Collin County, Texas and being all of a called 16.0258 acre tract of land described in a deed to Diodes Incorporated, recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas, and being a portion of Legacy Drive, a variable width right of way, according to the plat recorded in Cabinet C, Page 774, Map Records of Collin County, Texas and Communications Parkway, a variable width right of way, according to the plat recorded in Cabinet M, Page 30, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 16.0258 acre tract, common to the northeast corner of Lot 1, Block A, according to the Final Plat of Ericsson Village Lot 1, Block A, as recorded in Instrument No. 200812020100004190, Map Records of Collin County, Texas, common to a point on the southerly right of way line of said Legacy Drive;

THENCE North 00°33'02" West, a distance of 62.53 feet to a point in the centerline of said Legacy Drive and at the beginning of a non-tangent curve to the left having a central angle of 2°39'15", a radius of 2050.00 feet, a chord bearing and distance of South 89°18'56" East, 94.95 feet;

THENCE along the centerline of said Legacy Drive and in a southeasterly direction, with said curve to the left, an arc distance of 94.96 feet to a point for corner;

THENCE North 89°21'27" East, continuing along said centerline of Legacy Drive, a distance of 829.23 feet to a point in the centerline of said Legacy Drive and said Communications Parkway;

THENCE South 00°43'46" East, departing said centerline of Legacy Drive and along the centerline of said Communications Parkway, a distance of 906.07 feet to a point for corner;

THENCE South 89°16'13" West, departing said centerline of Communications Parkway, passing at a distance of 60.50 feet, the southeast corner of said 16.0258 acre tract, common to the northeast corner Lot 3, Block A, according to the Replat of Ericsson Village Addition Lots 2R and 3, Block, as recorded in Instrument No. 20150623010002250, Map Records of Collin County, Texas, and continuing along the same bearing a total distance of 904.12 feet to the southwest corner of said 16.0258 acre tract, same being the northwest corner of said Lot 3, Block A, common to a point on the easterly line of said Lot 1, Block A;

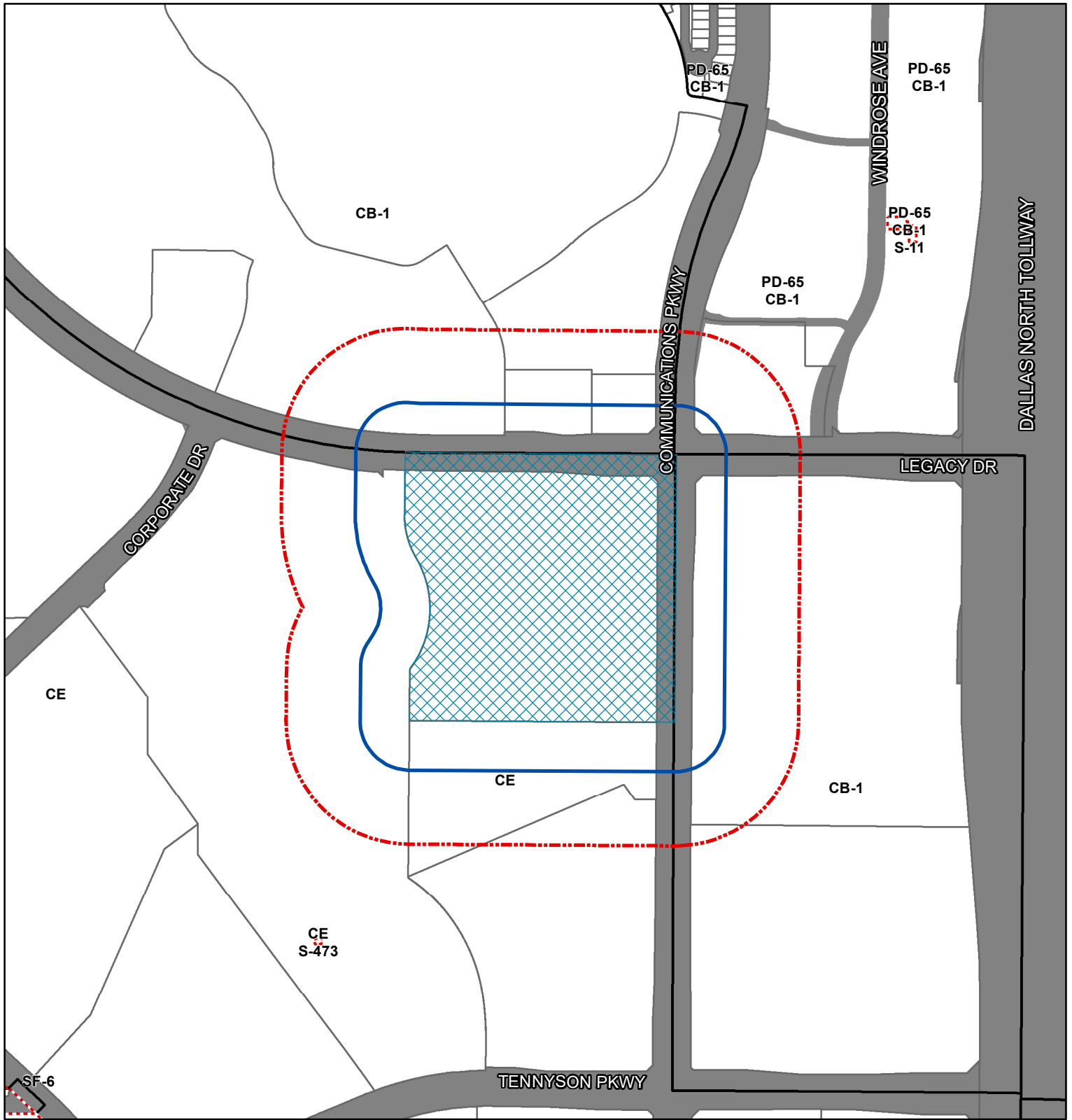
THENCE along the easterly line of said Lot 1, Block A and the westerly line of said 16.0258 acre tract, the following courses and distances:

North 00°33'02" West, a distance of 177.85 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 68°03'13", a radius of 335.00 feet, a chord bearing and distance of North 02°10'50" East, 374.92 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 397.90 feet to a point at the beginning of a reverse curve to the right having a central angle of 31°17'44", a radius of 280.00 feet, a chord bearing and distance of North 16°11'54" West, 151.05 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 152.94 feet to a point for corner;

North 00°33'02" West, a distance of 149.28 feet to the **POINT OF BEGINNING** and **CONTAINING** 18.523 acres (806,862 square feet) of land, more or less.

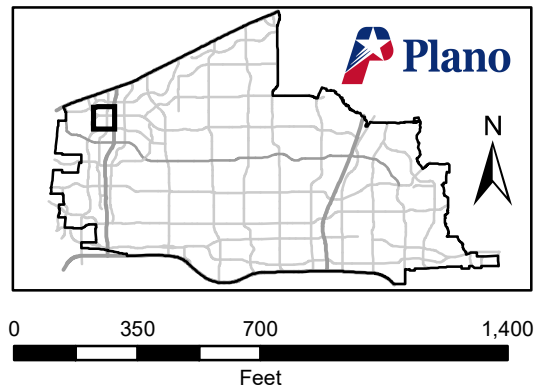


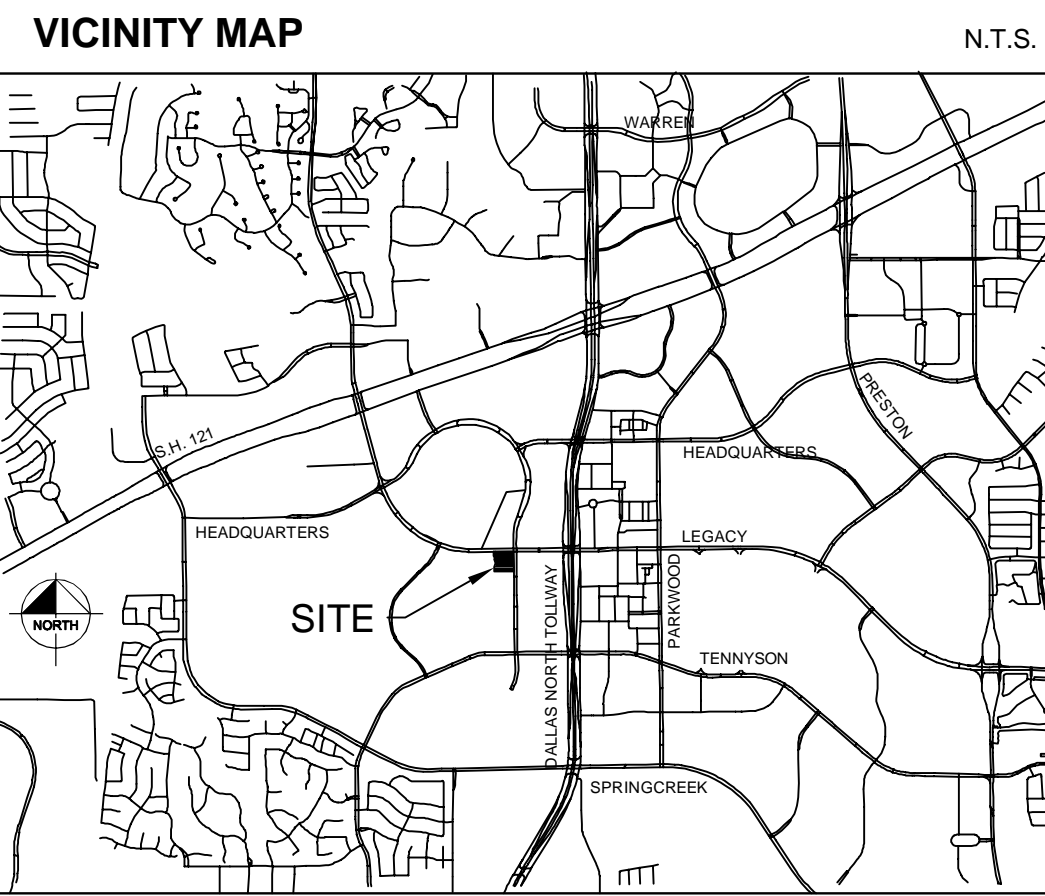
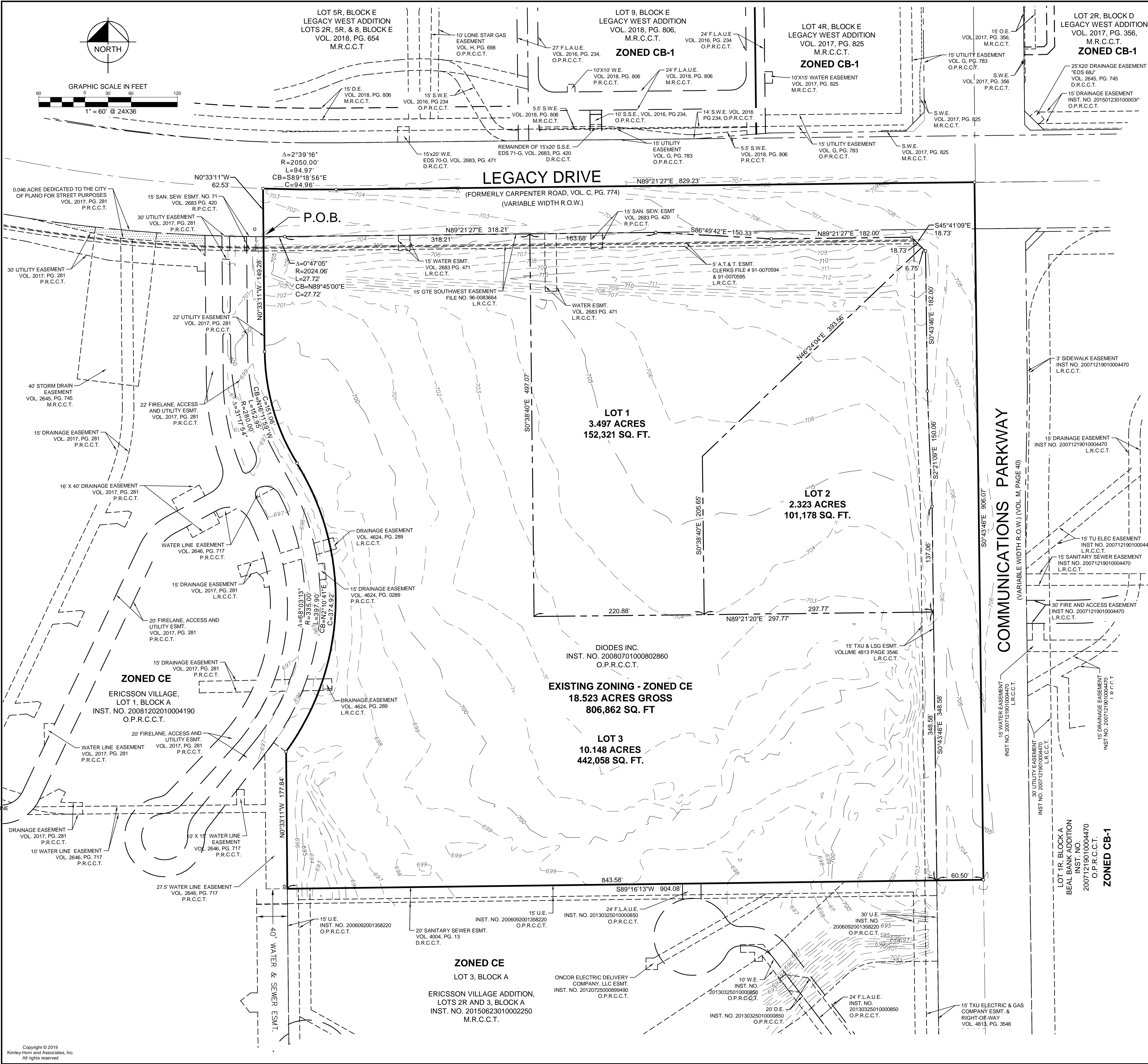
Zoning Case: 2019-006

Existing Zoning: Commercial Employment (CE)

Proposed Zoning: Planned Development-Commercial Employment (PD-CE)

- | | | |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning Boundary Change/SUP | Specific Use Permit |
| 200' Notification Buffer | City Limits | |
| Subject Property | Streets | |
| | Zoning Boundary | |





BEING a tract of land situated in the Henry Cook Survey, Abstract No.183, City of Plano, Collin County, Texas and being all of a called 16.0258 acre tract of land described in a deed to Diodes Incorporated, recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas, and being a portion of Legacy Drive, a variable width right of way, according to the plat recorded in Cabinet C, Page 774, Map Records of Collin County, Texas and Communications Parkway, a variable width right of way, according to the plat recorded in Cabinet M, Page 30, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 16.0258 acre tract, common to the northeast corner of Lot 1, Block A, according to the Final Plat of Ericsson Village Lot 1, Block A, as recorded in Instrument No. 200812020100004190, Map Records of Collin County, Texas, common to a point on the southerly right of way line of said Legacy Drive;

THENCE North 00°33'11" West, a distance of 62.53 feet to a point in the centerline of said Legacy Drive and at the beginning of a non-tangent curve to the left having a central angle of 02°39'16", a radius of 2050.00 feet, a chord bearing and distance of South 89°18'56" East, 94.96 feet;

THENCE along the centerline of said Legacy Drive and in a southeasterly direction, with said curve to the left, an arc distance of 94.96 feet to a point for corner;

THENCE North 89°21'27" East, continuing along said centerline of Legacy Drive, a distance of 829.23 feet to a point in the centerline of said Legacy Drive and said Communications Parkway;

THENCE South 00°43'46" East, departing said centerline of Legacy Drive and along the centerline of said Communications Parkway, a distance of 906.07 feet to a point for corner;

THENCE South 89°16'13" West, departing said centerline of Communications Parkway, passing at a distance of 60.50 feet, the southeast corner of said 16.0258 acre tract, common to the northeast corner Lot 3, Block A, according to the Replat of Ericsson Village Addition Lots 2R and 3, Block, as recorded in Instrument No. 20150623010002250, Map Records of Collin County, Texas, and continuing along the same bearing a total distance of 904.08 feet to the southwest corner of said 16.0258 acre tract, same being the northwest corner of said Lot 3, Block A, common to a point on the easterly line of said Lot 1, Block A;

THENCE along the easterly line of said Lot 1, Block A and the westerly line of said 16.0258 acre tract, the following courses and distances:

North 00°33'11" West, a distance of 177.84 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 68°03'13", a radius of 335.00 feet, a chord bearing and distance of North 02°10'41" East, 374.92 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 397.90 feet to a point at the beginning of a reverse curve to the right having a central angle of 31°17'44", a radius of 280.00 feet, a chord bearing and distance of North 16°11'59" West, 151.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 152.95 feet to a point for corner;

North 00°33'11" West, a distance of 149.28 feet to the **POINT OF BEGINNING** and containing 18.523 acres (806,852 square feet) of land, more or less.

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, 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."

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Contact: Michael Marx, RPLS

OWNER:
DIODES INCORPORATED
4949 Hedgcoxe Rd, Suite 100
Plano, TX 75024

APPLICANT:
Trammell Crow Company
2100 McKinney Avenue, Suite 800
Dallas, TX 75201

ZONING CASE # 2019-006

ZONING EXHIBIT
18.523 ACRES

HENRY COOK SURVEY, ABSTRACT NO. 183
CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	5/7/2019	063486513	1 OF 1



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 6/24/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

Ordinance No. 2019-6-7: To amend Article XII, Park and Recreation Fee, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas by amending Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273; to update fees and make other changes to the Park and Recreation Fee Ordinance; and providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date. **Adopted with amendments**

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): Park Fee Program CIP

COMMENTS:

This item raises the impact fee charged to new residential development for single family units from \$468 to \$2,065 and for multi-family units from \$324 to \$1,443, with the fees being used to develop and acquire land for Plano's park system. The exact amount of additional revenue to be collected is indeterminable given the complexities associated with projecting future residential development.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, 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
Memorandum	6/19/2019	Memo
MGT Consulting Park Fee Report	6/18/2019	Agreement
Ordinance Mark-up	5/31/2019	Other
Ordinance	6/19/2019	Ordinance
Park Fee Map (Exhibit A)	5/31/2019	Map

Date: June 24, 2019

To: Shelli Siemer, Deputy City Manager
Jack Carr, Deputy City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Review of Code of Ordinances / Chapter 16 – Planning and Development, Article - XII Park and Recreation Fee

Staff proposes to update the Park Fee ordinance. The update includes updating the Park Fees to reflect current land and construction cost. The proposed fees were calculated using best practices for calculating these types of fees and the proposed fees are comparable with other Cities in Texas and our area. The fee has not been updated since it was adopted in 1993. The proposed fee increases were reviewed by an outside consultant and a copy of the consultant's evaluation is included with this memo.

The Park Fee is not paid by existing residents. The fee is paid by the builders/developers of new housing and apartment developments including housing within mixed use developments. The new residents moving to these new developments create the need/demand for new neighborhood and linear parks. Past City Councils have believed it was appropriate to ask the builders/developers of these new single family homes and apartments to contribute to the cost of these new parks. The alternative to increasing the park fee is to fund these new parks with bond funds or to not provide new residents with the same access to parks as existing residents. The fees are only for neighborhood and linear parks (trails) and cannot be used for recreation centers, pools or large parks that serve the entire city such as nature preserves and athletic facilities.

The Park Fee program was first approved in 1993. It is a one-time fee assessed on new residential development. It is collected at the time a building permit is issued. Fees are assessed within fourteen service areas within the city on a per housing unit basis. Beginning with the updates to the the Park and Recreation Fee Service Boundaries Map in June 2018, ordinances that regulate the park fees charged and the basis and method by which the park fees are derived were reviewed by staff and by outside consultants. A copy of the consultant's report is included with this agenda item. A market study was made to determine an average cost per acre of unimproved land that could be used for neighborhood and linear parks. Resulting calculations were reviewed by an outside consultant to confirm the method by which the fee is determined, and to benchmark the proposed fee increases against those charged by neighboring cities. As a result of the review and consultant comments, portions of Chapter 16, Article XII were updated to simplify the method of how fees are derived and to clarify the process of collection, use, and appeal of park fees. The proposed changes were presented to and reviewed by the Parks and Recreation Planning Board at the May 7, 2019 meeting. The Board did not recommend any additional changes to the ordinance.

June 24, 2019

Subject: Review of Code of Ordinances / Chapter 16 – Planning and Development, Article - XII Park and Recreation Fee

Planned Uses for Future Fees Collected

There are 4 main areas where future residential development is expected to take place.

Legacy Area (Service Area 14) – A 7.1 acre park has been purchased for residents in this area. Fees collected in this area will go toward development of this park.

Collin Creek Mall Area (Service Area 6) – New residents in this area of the City will create the demand for parks. The fees will be used to acquire and develop these parks or used to provide trail connections to the site.

Haggard Property (Service Area 12) - Undeveloped Property Adjacent to the east side of the North Dallas Tollway between Spring Creek Parkway and Windhaven Parkway. This area is expected to include residential development. The approved Park Master Plan identifies a neighborhood park and linear park in this area. Fees collected will go toward the acquisition and development of these parks.

Envision Oak Point Area (Service Area 3) – The Envision Oak Point Plan identifies future linear park trail connections in this area. Fees collected will go toward the cost of acquiring and developing these parks.

Planned Uses of Existing Park Fee Fund Balance

The existing Park Fee Fund balance will be used to complete the City's linear park trail system in accordance with the Park Master Plan. The cost to complete the trail system will exceed the balance of funds remaining the Park Fee Fund. The existing fees will all be spent on completion of the linear park system. All of the funds will be spent when the opportunity to complete the remaining sections of trail is available.

Proposed Changes to the Park Fee Ordinance:

- Clarifying the names of the Park Master Plan and Park Improvement Plan
- Changing the title of the Director of Development Services to the City Manager
- Clarifying the applicability of new kinds of development such as backyard cottages
- Clarifying the purpose for which fees are collected to be for total costs including land value and all development costs for neighborhood and linear park facilities
- Simplifying the method by which park fees are developed
- Increasing the cost per unit paid by the builder for the park fees charged for single family dwelling units from \$467.47 to \$2,065.44

June 24, 2019

Subject: Review of Code of Ordinances / Chapter 16 – Planning and Development, Article - XII Park and Recreation Fee

- Increasing the cost per unit paid by the builder for the park fees charged for multi-family dwelling units from \$323.96 to \$1,442.66
- Correcting the name of the program from the park recoupment fund to the park fee program
- Clarifying the use of funds collected to be used solely within the service area from which they are collected
- Clarifying the process of refunds and reimbursements for fees collected
- Changing the process of update and review of park fees to coincide with the update of the Parks, Recreation, Trails & Open Space Master Plan every five years
- Clarifying the process of appeals for park fees charged

The Parks and Recreation Department recommends approval of the ordinance updating Chapter 16, Article XII – Park and Recreation Fee to reflect the present costs of parkland acquisition and development and to bring the fee in line with other cities in the area. If the ordinance is not updated, the fee will not provide sufficient funds to acquire and develop neighborhood and linear parks in developing areas of the city.



TO: Renée Burke Jordan, AICP, Park Planning Manager

FROM: Leon Corbett, Project Manager

DATE: March 4, 2019

SUBJECT: NEIGHBORHOOD AND LINEAR PARK FEES REVIEW FOR CITY OF PLANO

I. TASK BACKGROUND

The City of Plano Parks and Recreation Department (the City) tasked MGT Consulting Group (MGT) to review the City's neighborhood and linear park impact fee methodology, review surrounding communities' approaches to park impact fees for best practices, and offer comments on the soundness of the City's fee methodology. Fees imposed by the City have not been updated since 1993, and the department seeks to recognize the increase in property values and costs to develop parks since that time as well as ensure the department is utilizing practices common in other communities.

2. OPINION ON PROPOSED CALCULATION METHODOLOGY

MGT finds that the City's proposed fee calculation methodology is acceptable and demonstrates the incorporation of best practices found in other communities in Texas as well as those highlighted in academic research. Support for this opinion is provided in Section 6 below.

3. RECOMMENDATION ON LAND VALUATION APPROACH

Among the three land valuation methods (Prices Paid, Central Appraisal District Value, or Appraised Value) presented by the City, MGT finds that using the Appraised Value provided by an independent party is an acceptable method for determining fair market value.

Land valuation is a critical variable in the fee setting. A broadly accepted goal is to attain fair market value of the land acquisition cost, but as Texas A&M professor John L. Crompton asserts, some Texas cities have discounted the land values in their fee calculations, perhaps succumbing to developer or other political pressures.

Based on the staff's calculations, utilizing the appraised value resulted in a total single-family dwelling unit fee of \$2065 and a multi-family dwelling unit of \$1,443. For comparison purposes, MGT reviewed neighboring communities' fees with a focus on nearby communities that recently adopted fee structures. We found the City's calculated rates to be reasonably within the range of those we surveyed.

The City must ultimately weigh the benefits of the Appraised Value approach against the potential cost of defending its position with property owners who dispute the valuations. One best practice identified

is to stipulate when and how land values used for the fee calculations will be updated. For example, the cities of Rockwall and Haltom City stipulate that the land value fee will be revised annually. Lewisville uses the fair market value of the land at the time of construction of the development. The Lewisville fair market value is established by a land appraisal conducted by a third party.

Recommendation: The City should consider language in the revised ordinance that stipulates periodic updates to the land value appraisal by a third party in order to consistently capture fair market value as it fluctuates over time.

4. SUMMARY OF MATERIALS REVIEWED

As part of the study, MGT reviewed the following:

- 1993 Plano ordinance allowing the imposition of a Park and Recreation Fee
- JLL market study conducted in 2018
- Ordinances, fee amounts, and calculation methodologies in other Texas cities
- Research concerning park impact fees in Texas conducted in 2010 by Texas A&M professor John L. Crompton. Crompton's research is the most comprehensive study of its type available. It was based on surveys of relevant ordinances enacted in 48 Texas cities.
- Assumptions and methodology for the calculations provided by City Staff. The calculations included options based on Prices Paid, CAD Value, and Appraised Value.

5. KEY OBSERVATIONS FROM THE REVIEW

- The City's fee calculation methodology incorporates the cost to develop each park in addition to the land value of each park.
- The City separately calculates park fees for single-family and multi-family dwelling units.
- The City's current fees include a discount for the portion of future property taxes collected in order to pay debt service related to existing parks. Per discussion with staff, there is no record available as to how the current fees and discount were calculated.

6. SUPPORT OF MGT'S OPINION AND ADDITIONAL RECOMENDATIONS

- The City's inclusion of the cost to develop each park in addition to the land value of each park in its calculations is sound and considered a best practice by Crompton, who found that 10 city ordinances include a provision of the park development fee.

Recommendation: The City should consult with legal staff to determine if the current ordinance, which specifies "total anticipated costs," is clear enough, or should be revised to state "total costs including land value and all development costs." The City should consider language in the ordinance stipulating that the park development costs will be updated in concert with the adoption of the Master Plan.

- Calculating separate park fees for single-family and multi-family dwelling units is practiced in other communities in Texas, including at least seven identified in Crompton's survey.
- The City's current ordinance incorporates a discount for property taxes supporting debt service related to existing parks. In our review of other city ordinances, we did not find similar

provisions for a property tax discount. In discussions with staff, we understand that while a small portion of trail construction in linear parks may be bond-funded, it is difficult to ascertain the amount of debt service tied to existing parks. While we do not know what discount rate was used to determine the 1993 fee levels, one could assume that the debt service (if any) supporting existing parks in 1993 has been retired or is nearing retirement. Any discount to account for the remaining debt service would likely have a de minimis impact to the amount of fees proposed.

Recommendation: The City should consult with legal staff and consider removing the 1993 discount provision.

7. SAMPLING OF OTHER TEXAS CITIES' FEES

This chart is a summary of information compiled for the study. See Appendix A for full details.

City	Total Per Dwelling Unit Fee (*SFDU for Plano and Frisco)	Total Per Multi-Family Dwelling Unit Fee (if separate MFDU)
Plano (proposed fee)	\$2065*	\$1,443
Frisco (Fees based on the example park development fee calculation provided in ordinance.)	\$1661* park development + 60% of appraised value for cash in lieu	\$1052 park development + 60% of appraised value for cash in lieu
Heath (fee in lieu of land \$2,247+ new park development fee \$1,293)	\$3540	N/A
Melissa	\$1,624	N/A
New Braunfels	\$1528	N/A
Lewisville	\$1000 park development + appraised value for cash in lieu	N/A
Allen	Sufficient to cover acquisition and development, set by resolution	N/A
Richardson	None found	N/A
McKinney	Land value based on most recent appraisal made by CAD	N/A

APPENDIX A: ADDITIONAL CALCULATION DETAILS AND NOTES

Plano, TX (revised fee calculation proposed by City staff)

Neighborhood & Linear Park - Park Fee worksheet	3/29/2018		
Park information	Acreage	Number	
Neighborhood parks	267.9	31	
Neighborhood parks within community parks	109	14	
Neighborhood parks within open space preserves	32	4	
Neighborhood parks within special use facilities	11	3	
Neighborhood parks within linear parks		5	
Proposed NPs (Mall, Hag land)	16	2	
TOTAL ex/prop neighborhood park acreage/number	435.9	59	
Linear parks	779.86	16	
Proposed linear parks (Mall, Hag land)	60	2	
TOTAL ex/prop linear park acreage/number	839.86	18	
*Land cost is based on APPRAISED VALUE			
Avg. cost to develop each neighborhood park	No. of NPs		
\$1,500,000	59	\$88,500,000	
Avg. cost to develop each linear park	No. of LPs		
\$2,500,000	18	\$45,000,000	
Avg. value per acre of neighborhood park	NP Acreage		
\$164,131	435.9	\$71,544,703	
Avg. value per acre of linear park	LP Acreage		
\$75,935	839.86	\$63,774,769	
	TOTAL	\$268,819,472	
Total Population		300,000	
Fee per person		\$ 896.06	
Fee per SFDU at 2.305 ap/sfdu		\$ 2,065.43	
Fee per MFDU at 1.61 ap/mfdu		\$ 1,442.66	

Frisco, TX

Cash in Lieu: The amount of cash in lieu of dedication to be paid shall be sixty percent (60%) of the appraised fair market value of the net acreage of the tract(s) of land to be developed and proportionately applied to the amount of land that would otherwise be required to be dedicated under the formula set out in the city's ordinance. The appraisal report must be from an independent appraiser approved by the city utilizing a comparable sales method to value the fair market value of the net acreage of the tract(s). The applicant shall bear all costs of the appraisal.

Park Development Fee Example:

Community parks: $\$145,646/3 = \$48,548.66$

Average construction costs = $\$22,971,286.28/48,548.66 = \473.16

Neighborhood parks: $145,646/33 = 4414$

Average construction costs = $\$1,574,374.70/4414 = \356.68

Linear parks:

Average construction costs = $\$979,896.99/16,183 = \60.55

TOTAL = $\$890.39$

Single-family: $\$890.39 \times 3.11 \text{ (PPH)} = \$2,769.11 \text{ per DU}$

Multifamily: $\$890.39 \times 1.97 \text{ (PPH)} = \$1,754.06 \text{ per DU}$

The final figure is reduced to sixty percent (60%) of the amount owed.

Single-family: $\$1,661.46 \text{ per DU}$

Multifamily: $\$1,052.44 \text{ per DU}$

(Ordinance 18-06-29 adopted 6/5/18. See end of article for full history of the article.)

McKinney, TX

Cash in Lieu:

Any payment of money required to be paid by this article shall be in an amount equal to the value of the property established by the most recent appraisal of all or part of the property made by the central appraisal district. Periodically the city may have an independent appraisal conducted for a sampling of properties to determine if the appraised value established by the central appraisal district is appropriate. The city council may adjust the amount assessed based on any difference between the value of property established by the central appraisal district and the value of property per the independent appraisal. The adjustment shall be a percentage change to all properties of the values established by the central appraisal district.

Allen, TX

Payment of money in lieu of land will be sufficient to acquire and develop neighborhood parks at a rate set by the council by resolution.

Richardson, TX

None found

Heath, TX (March 2018)

Fee-in-lieu of such land dedication is $\$2,246.94$ per dwelling unit.

A new park development fee of $\$1,293.19$ per dwelling unit has been added

Melissa, TX (March 2015)

Money in Lieu of Parkland Dedication

"A land owner shall pay a fee of \$1,623.62 per dwelling unit in lieu of parkland dedication and required improvements."

New Braunfels, TX

Neighborhood/Community Park Land Requirements

Fee in Lieu Of - \$142 per dwelling unit

Park Development Cost \$1,387 per dwelling unit

Combined \$1528 per du

Lewisville, TX (July 2018)

(park fee updated every five years)

Park fee – 3 acres of land per 100 dwelling units or cash in lieu (uses land appraisal conducted by third party) appraisal at time of construction

Park development fee rate \$1000 for each new du

ARTICLE XII. - PARK AND RECREATION FEE

Sec. 16-261. - Title.

This article shall be known and cited as the "Plano Park and Recreation Fee Article."

(Ord. No. 93-10-35, § I(Art. I, § 1.01), 12-13-93)

Sec. 16-262. - Purpose and imposition of park fee.

A parks and recreation fee ("park fee") is hereby imposed on residential development for the purpose of assuring that linear and neighborhood park facilities are available and adequate to meet the needs created by such development while maintaining current and proposed park and recreation standards pursuant to the ~~Plano Park and Recreation Master Plan~~ Parks, Recreation, Trails & Open Space Master Plan. The park fee is imposed in conjunction with and in addition to subdivision regulations requiring the dedication of neighborhood and linear park land and the construction of neighborhood and linear park improvements for which contributions the property owner shall be reimbursed from proceeds of park fees imposed. The park fee shall be imposed by the city on all residential development, and all fees collected shall be used solely and exclusively for the purpose of acquisition and development of park facilities reasonably attributable to residential dwelling units charged the park fee.

(Ord. No. 93-10-35, § I(Art. I, § 1.02), 12-13-93)

Sec. 16-263. - Definitions.

For purposes of this article only, the terms that follow shall have the meanings set forth herein. Terms not herein defined shall have those meanings given them by other provisions of the Code of the City of Plano.

Applicant. The property owner or duly designated agent of the property owner of land for which approval of a building permit has been requested for residential development.

Building. Any enclosed residential structure designed or intended for the support, enclosure, shelter or protection of persons.

Building permit. The permit required for new residential construction and/or additions to buildings pursuant to the Code of City of Plano.

City. The City of Plano, Texas.

City council. The City Council of Plano, Texas.

Development. Any activity that requires the securing of building permit for residential uses.

~~*Director.* The director of the department of development services, his successor or appointee.~~

Dwelling. Any building, or portion thereof, designed exclusively for residential occupancy and containing one (1) or more dwelling units.

Dwelling unit. One (1) or more rooms arranged, designed or used as separate living quarters for an individual family, which contains kitchen facilities (only one (1) per dwelling unit permitted), including at least a stove or cooking device and permanently installed sink, plus bathroom facilities.

Linear park. Public land and associated improvements to be used primarily for passive recreation and connecting residential neighborhoods to one another and to public facilities and services, as specified in the park master plan.

Neighborhood park. Public land, with associated improvements, typically from seven and one-half (7.5) to ten (10) acres in size, and providing both active and passive recreational opportunities for neighborhood residents, as specified in the park master plan.

Park board. The park and recreation ~~and~~ planning board or its successor.

Park facilities. Land and/or facilities used or to be used as a neighborhood or linear park, regardless of location, including both the acquisition of such land, the construction of improvements thereon and the expenditure of funds incidental thereto, including but not necessarily limited to planning, engineering and design of the park and improvements, utility relocation, provision of improvements, ~~utility relocation,~~ provision of pedestrian and vehicular access thereto and purchase of equipment, the need for which are attributable to new residential development.

Park improvements program. The adopted ~~plan~~ Community Investment Program, as may be amended from time to time, which identifies those park facilities and their costs, for a period of at least five (5) years, which are to be financed in whole or in part through the imposition of park fees pursuant to this article. The ~~plan program~~ shall contain only those facilities which are anticipated to be acquired or developed within the period covered by the ~~plan program~~.

Park master plan. The official adopted ~~parks and recreation element of the comprehensive plan~~ Parks, Recreation, Trails & Open Space Master Plan for the City of Plano and amendments thereto.

Property. A legally described parcel of land capable of development pursuant to applicable city ordinances and regulations.

Property owners. Any person, group of persons, firm or firms, corporation or corporations, or any other entity have a proprietary interest in the land on which a building permit has been requested.

Residential development. The development of any property for a dwelling or dwellings, other than motels, hotels, shelter used temporarily for transients and other similar uses, as indicated by an application for a building permit.

Zoning ordinance. The Zoning Ordinance of the City of Plano and including all duly adopted amendments thereto.

(Ord. No. 93-10-35, § I(Art. I, § 1.03), 12-13-93)

Sec. 16-264. - Applicability of park fee.

- (a) This article shall be uniformly applicable to residential development of property in the city which is or will be served by park facilities as herein defined. This article does not apply to activities involving the replacement, reconstruction, remodeling, rehabilitation or other improvements to an existing residential structure, or to the rebuilding of a damaged structure or to permits required for backyard cottages or accessory uses, ~~ss, unless such activity results in a change in the type or increase in the number of dwelling units.~~
- (b) For purposes of this article, property is "served by" park facilities when funds collected for such facilities have been constructed in accordance with the spent for facilities identified in the park master plan and park improvements ~~plan program~~ within ten (10) years from the date of collection within the service area in which the property is located.

(Ord. No. 93-10-35, § I(Art. I, § 1.04), 12-13-93)

Sec. 16-265. - Authority and imposition of park fee.

- (a) This article is enacted pursuant to the city's police powers existing under the city's Charter and consistent with the Texas Constitution, article XI, section 5, and applies to all property within the city's corporate boundaries.

- (b) A park fee shall be imposed on all residential development in the city at the time of application for a building permit pursuant to section 16-267, except as provided in subsection 16-265(c).
- (c) The park fee shall not be imposed on any residential development for which a completed application for a building permit had been received and accepted by the city on or before the effective date of this article.
- (d) Imposition of the park fee does not alter, negate, supersede or otherwise affect any other requirements of city, county, state or federal legislation or regulations that may be applicable to a development, including city zoning and/or subdivision regulations that may impose open space and park requirements and standards.
- (e) The provisions of this article shall not be construed to limit the power of the city to utilize other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by resolution, ordinance or otherwise to implement and administer this article.

(Ord. No. 93-10-35, § I(Art. I, § 1.05), 12-13-93)

Sec. 16-266. - Service areas, park improvements plan and park fees.

- (a) There are hereby established fourteen (14) service areas for park facilities, each of which is designated on the map attached to the ordinance from which this section derives as Exhibit "A" and incorporated herein by reference. Service area boundaries may be amended from time to time by ordinance or resolution.
- (b) The city shall adopt a park improvements program, which identifies the park facilities and their costs, which are to be financed in whole or in part through the imposition of park fees. Park fees may only be spent for park facilities identified in such program. The park improvement program shall be reviewed and updated ~~annually following a public hearing before the city council as part of the City's annual budget.~~
- (c) The park fee for each service area shall be uniform and shall be determined by dividing the total anticipated costs, including land value and all development costs, of all neighborhood and linear park facilities set forth in the master plan by the total population to be served by such facilities. Park fees shall be separately calculated for single-family dwelling units and for multifamily dwelling units, by multiplying the per capita costs of neighborhood and linear park facilities by the number of persons expected to reside within each type of dwelling unit. ~~The park fee per dwelling unit herein established has been discounted by an amount equivalent to that portion of future property taxes collected in order to pay debt service related to existing neighborhood and linear parks for each type of dwelling unit.~~
- (d) There is hereby established a park fee for single-family dwelling units in the amount of ~~four hundred sixty-seven dollars and forty-seven cents (\$467.47)~~ two thousand sixty five dollars and forty three cents (\$2,065.43), and a park fee for multifamily dwelling units in the amount of ~~three hundred twenty-three dollars and ninety-six cents (\$323.96)~~ one thousand four hundred forty two dollars and sixty six cents (1,442.66). The park fees herein established may be amended by ordinance or resolution of the city council from time to time.

(Ord. No. 93-10-35, § I(Art. I, § 1.06), 12-13-93; Ord. No. 2018-6-8, § I, 6-25-18)

Sec. 16-267. - Processing and collection of park fee.

- (a) Applicants for a building permit for residential development subject to this article must submit, on a form provided by the city, the proposed number of dwelling units in the development.
- (b) Upon receipt of an application for a building permit, the city shall calculate the amount of the applicable park fee due, pursuant to section 16-266 of this article. The park fee rate in effect at the

time of application for the permit shall be used to calculate the park fee, except as provided in subsection 16-267(d).

- (c) The applicable park fee shall be collected prior to the issuance of a building permit. In the event that the number of dwelling units proposed at such time has changed since the application for the building permit was filed, the city shall recompute the park fee using the method set forth in subsection 16-267(b), except that the fee for any additional units shall be based on the park fee rate then in effect.
- (d) If a building permit for which a park fee has been paid has expired and a new application is filed, the park fee due shall be computed on the basis of the park fee rate in effect at the time of the new application, with credit for payment of the old fee being applied against the new rate.
- (e) In the event that fewer dwelling units are constructed than authorized by a building permit, the property owner may apply for a refund for the difference in the number of dwelling units pursuant to section 16-270.

(Ord. No. 93-10-35, § I(Art. I, § 1.07), 12-13-93)

Sec. 16-268. - Use of park fee funds.

- (a) Park fees collected for each service area pursuant to this article must be used solely for one (1) of the following purposes:
 - (1) To repay developers for contributions of land or park improvements pursuant to section 16-271 hereof;
 - (2) To acquire and develop neighborhood and linear park facilities for the service area, ~~in accordance with the park master plan and the park improvements plan;~~
 - ~~(3) To acquire and develop neighborhood and linear park facilities for service areas other than the service area in which fees are collected, subject to the provisions in section 16-269;~~
 - ~~(4)~~(3) To reimburse the city for prior acquisition and development of such park facilities; or
 - ~~(5)~~(4) To make refunds pursuant to section 16-270.
- (b) Park fees collected shall not be used to maintain, repair or operate the existing park system, nor to finance park and recreational activities other than park facilities as herein defined.
- (c) Nothing in this article shall prevent the city from issuing and utilizing general obligation bonds, revenue bonds, revenue certificates or other certificates of indebtedness as are within the authority of the city in such manner and subject to such limitations as may be provided by law in furtherance of the financing and provision of park facilities as set forth in the park master plan. Park fees paid pursuant to this article, however, shall be used for park facilities acquisition and development as defined herein.

(Ord. No. 93-10-35, § I(Art. I, § 1.08), 12-13-93; Ord. No. 94-9-18, § I, 9-12-94)

Sec. 16-269. - Accounting procedures.

- (a) The city shall establish a separate, interest bearing account into which all park fees collected shall be deposited. Funds collected within each service area designated in Exhibit "A" shall be earmarked for expenditure solely for the purposes set forth in section 16-268(a).
- (b) The city shall establish a separate account known as a "park ~~recoupment fund fee program,~~" into which fees used to reimburse the city for prior expenditures for acquisition and development of park facilities are to be deposited upon transfer from service area park fee accounts. Disbursements from the ~~recoupment fund program~~ shall be utilized solely and exclusively either to reimburse developers

who have made contributions to neighborhood and linear park facilities pursuant to section 16-271 of this article, or for the purpose of acquiring and development such facilities. ~~Disbursements from the recoupment fund may be used within any park service area.~~

- (c) Interest earned on park fees shall be considered funds of the park fee account and shall be used solely for the purposes specified for the funds of such account.
- (d) The city shall establish adequate financial and accounting controls to ensure that park fees disbursed are utilized solely for the purposes and intent of this article; provided, however, that funds shall be expended within a reasonable period of time, not to exceed ten (10) years from the date park fees are collected.
- (e) The city shall maintain and keep financial records for park fees, which shall show the source and disbursement of all fees collected in or expended from each service area.
- (f) The city may supplement the park service area accounts from any available funds. In the event the city discounts park fees due, it shall cause to be deposited a sum in the amount of the discount in the account for the park service area in which the fee was collected.

~~_(g) The city may transfer park fees from the accounts of other service areas for the purpose of acquiring or constructing neighborhood park facilities to serve new development within a given service area, provided that such funds are repaid to such accounts, either from the proceeds of the service area account to which the fees were transferred or from other city park revenues, within a period not to exceed five (5) years; and further provided that the service area(s) from which park fee proceeds were transferred are adequately served by park facilities in the interim.~~

(Ord. No. 93-10-35, § I(Art. I, § 1.09), 12-13-93; Ord. No. 94-9-18, § II, 9-12-94)

Sec. 16-270. - Refunds.

- (a) The current owner of property on which a park fee has been paid may apply for a refund of such fee if:
 - (1) The property on which a park fee has been paid has not been served by park facilities, as provided in section 16-~~264~~ 204(b);
 - (2) The building permit for a residential development, pursuant to which a park fee has been paid, has been withdrawn or has expired without substantial completion of the structure, and no application for extension or renewal has been made; or
 - (3) Fewer dwelling units are constructed than authorized by a building permit.
- (b) Only the current owner of property may petition for a refund. A petition for refund may be filed within one (1) year of the event giving rise to the right to claim a refund.
- (c) The petition for refund must be submitted to the ~~director~~ City Manager on a form provided by the city for such purpose. The petition must contain: A certified copy of the latest recorded deed for the subject property; current legal description; the date of payment of the park fee; and a statement of the reasons for which a refund is sought.
- (d) A refund shall be due under subsection 16-270(a)(1) only if the ~~director~~ City Manager determines that the total park fee collected for the service area for a period of ten (10) years from the date of collection of the park fee for the development for which a refund is being sought exceeds the total expenditures from the park fee account for the service area for the same period ("excess amount"). The refund amount shall be the development's pro rata share of the excess of fees collected over expenditures, together with interest earned on such amount for the period. The city may periodically compute the difference between expenditures and fees collected for purposes of reviewing refund requests under this subsection. After the expiration of at least one (1) year after refunds are due under this subsection, the city council may, after notice by publication in the section of a local newspaper reserved for legal notices, and after a public hearing, vote to apply any unclaimed excess

amounts to the acquisition or construction of capital facilities which will benefit the area in which the excess amount was collected. When the city council votes to apply the excess amounts, the right to refund of the applied excess amounts shall be extinguished.

- (e) Within one (1) month of the date of receipt of a petition for refund, the ~~director~~City Manager must provide the petitioner, in writing, with a decision on the refund request. The decision must include the reasons for the decision. If a refund is due petitioner, the ~~director~~City Manager shall notify the city's ~~finance department~~accounting department and request that a refund payment be made to petitioner.
- (f) Petitioner may appeal the determination of the ~~director~~City Manager to the city council, pursuant to the process in Section 16-273 with the City Council replacing the City manager as the decision maker.

(Ord. No. 93-10-35, § I(Art. I, § 1.10), 12-13-93)

Sec. 16-271. - Reimbursement of developer contributions.

- (a) The city shall reimburse a developer for the reasonable costs of any neighborhood or linear park land which has been dedicated to and accepted by the city for park facilities, or the reasonable costs of park improvements constructed and accepted by the city, pursuant to a reimbursement contract, subject to guidelines established by the city. For multifamily development projects and for complete phases of a single-family subdivision plat, the developer may elect to apply the entire amount to be reimbursed under this section as a credit against park fees due for the development; provided that the application of the credit does not result in a partial fee for any dwelling unit, in accordance with guidelines established by the city.
- (b) The amount of the reimbursement shall be based upon standards promulgated by the city, which may be adopted as administrative guidelines. The city shall retain sole discretion to determine whether to accept proposed contributions of park land or park improvements, and the timing and extent of park improvements to be accepted by the city.
- (c) An applicant shall propose dedication of park land or the construction of park improvements in conjunction with the subdivision platting process or in conjunction with a development agreement. The city shall determine the amount of reimbursement due in accordance with the standards referenced in subsection (b). In the event that the applicant is dissatisfied with the city's determination of the amount of reimbursement, he may at his own expense seek an appraisal to be performed by a qualified appraiser acceptable to the city. The city council shall compare the appraisal with the standards established by the city and shall determine the amount to be the subject of the reimbursement contract.
- (d) The city may promulgate additional rules for execution of reimbursement contracts pursuant to this section by administrative guidelines.
- (e) In determining the disbursements to be made from the park fee service area and recoupment funds established in section 16-269, the city shall give priority, wherever practicable, to outstanding reimbursement contracts. In any event, reimbursement contracts involving contribution to park land together with the costs of minimum park improvements required to be made as a condition of subdivision approval, shall be fully repaid within five (5) years, and reimbursement contracts for all other park improvements shall be fully repaid within ten (10) years, of the date of execution.

(Ord. No. 93-10-35, § I(Art. I, § 1.11), 12-13-93; Ord. No. 97-8-29, § I, 8-25-97)

Sec. 16-272. - Procedures for updating park fees.

- (a) At least every ~~three (3)~~five (5) years, the director shall prepare a report to the city council on park fees. In the preparation of such report, the following information shall be reviewed:
 - (1) A statement summarizing park fees collected and disbursed during the year;

- (2) A statement summarizing park facilities acquisition and development and the status thereof for the preceding year;
 - (3) A statement summarizing the administration and enforcement of park fees; and
 - (4) A statement and recommendation from the park board on any and all aspects of the park and recreation fee and city park needs.
- (b) The report shall make recommendations, if appropriate, on amendments to the article, changes in the administration or enforcement of the article, changes in the park fee rates, changes in the park improvements plan and changes in the park master plan.
 - (c) Based upon the report and such other factors as the city council deems relevant and applicable, the city council may amend the park and recreation fee article, including but not limited to exhibits and fee schedules. If the city council fails to take such action, the park fee rates then in effect shall remain in effect. Nothing herein precludes the city council or limits its discretion to amend the park and recreation fee articles at such other times as may be deemed necessary.
 - (d) In the review process, the city council may take into consideration, among others, the following factors: Inflation as measured by changes in an appropriate land and construction cost index used by the city; improvement cost increases as measured by actual experience during the year; changes in the design, engineering, location or other elements of proposed park facilities; revisions to the park master plan; changes to the park improvements plan; and changes in the projected mix and/or intensity of residential development in the city.

(Ord. No. 93-10-35, § I(Art. I, § 1.12), 12-13-93)

Sec. 16-273. - Appeals, variances and exceptions.

- (a) The property owner or applicant may appeal the following ~~decisions of the director~~ to the city ~~council~~ manager:

- (1) The applicability of the park fee;

- (2) The amount of the fee due;

- ~~(3) The amount of refund due, if any; or~~

- ~~(4)~~(3) The amount of a reimbursement contract pursuant to section 16-271.

The burden of proof is on the appellant to demonstrate that ~~the park fee is not applicable; or~~ the amount of the fee, ~~the amount of the~~ credit or reimbursement was either:

- (1) ~~Not~~ calculated according to the applicable schedule of fees; or

- (2) Not established pursuant to the guidelines established for determining such amounts; or

- (3) The fair market value of land or cost of the improvements is such that the basis for the fee is not valid.

The appellant must file a notice of appeal with the ~~city council~~City Manager within thirty (30) days following the original written determination ~~by the director~~. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the city attorney in an amount equal to the park fee due as calculated by the director, the development application shall be processed. The filing of an appeal shall not stay the collection of the fee due, unless a bond or other sufficient surety has been filed.

- (b) The city council may grant a variance from any requirements of this article, upon written request by a property owner subject to the article, following a public hearing, and only upon a finding that a strict application of such requirement would result in a substantial hardship which is not common to similarly situated property owners.

(Ord. No. 93-10-35, § I(Art. I, § 1.13), 12-13-93)

Sec. 16-274. - Park fee as additional and supplemental requirement.

The park fee is additional and supplemental to and not in substitution of any other requirements imposed by the city on the development of the land. It is intended to be consistent with and to further the objectives and policies of the park master plan and the comprehensive plan and to be coordinated with other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate park facilities in conjunction with the development of land. In no event shall a property owner be obligated to pay for park facilities in an amount in excess of the amount calculated pursuant to this article; but provided that a property owner may be required, pursuant to city zoning and subdivision regulations, to provide open lands, setbacks, buffers and other nonbuildable area on-site in addition to meeting the park fee requirement.

(Ord. No. 93-10-35, § I(Art. I, § 1.14), 12-13-93)

An Ordinance of the City of Plano, Texas amending Article XII, Park and Recreation Fee, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas by amending Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273; to update fees and make other changes to the Park and Recreation Fee Ordinance; and providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date.

WHEREAS, on October 25, 1993 the City of Plano the City Council of the City of Plano, Texas adopted Ordinance No. 93-10-35, creating a Park and Recreation Fee to provide for the acquisition of land and construction of improvements for neighborhood and linear parks within the City; and

WHEREAS, the City of Plano amended Ordinance No. 93-10-35 on September 12, 1994 pursuant to Ordinance No. 94-9-18, and further amended on August 25, 1997 pursuant to Ordinance No. 97-8-29, and further amended on June 25, 2018 pursuant to Ordinance No. 2018-6-8; and

WHEREAS, the Park and Recreation Fee Ordinance is codified in the City of Plano Code of Ordinances Chapter 16, at Article XII; and

WHEREAS, the City hired a third-party appraiser to determine current property values of representative parcels in the City of Plano; and

WHEREAS, the City conducted a study to determine the current cost to develop neighborhood and linear parks, and hired a third party to review methodology; and

WHEREAS, the City Council finds it is in the public interest to amend Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273 of the Code of Ordinances to correct and update verbiage and adjust the amount of fees collected in service areas for the purpose of acquiring land for and developing neighborhood and linear park facilities.

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

Section I. Sections 16-262, 16-263, 16-264, 16-266, 16-268, 16-269, 16-270, 16-271, 16-272, 16-273 of Article XII, Plano Park and Recreation Fee, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano are hereby amended to read as follows:

“Section 16-262. Purpose and Imposition of Park Fee

A parks and recreation fee (“park fee”) is hereby imposed on residential development for the purpose of assuring that linear and neighborhood park facilities are available and adequate to meet the needs created by such development while maintaining current and

proposed park and recreation standards pursuant to the Parks, Recreation, Trails & Open Space Master Plan. The park fee is imposed in conjunction with and in addition to subdivision regulations requiring the dedication of neighborhood and linear park land and the construction of neighborhood and linear park improvements for which contributions the property owner shall be reimbursed from proceeds of park fees imposed. The park fee shall be imposed by the city on all residential development, and all fees collected shall be used solely and exclusively for the purpose of acquisition and development of park facilities reasonably attributable to residential dwelling units charged the park fee.

Section 16-263. Definitions

For purposes of this article only, the terms that follow shall have the meanings set forth herein. Terms not herein defined shall have those meanings given them by other provisions of the Code of the City of Plano.

1. Applicant. The property owner or duly designated agent of the property owner of land for which approval of a building permit has been requested for residential development.
2. Building. Any enclosed residential structure designed or intended for the support, enclosure, shelter or protection of persons.
3. Building permit. The permit required for new residential construction and/or additions to buildings pursuant to the Code of City of Plano.
4. City. The City of Plano, Texas.
5. City Council. The City Council of Plano, Texas.
6. Development. Any activity that requires the securing of building permit for residential uses.
7. Dwelling. Any building, or portion thereof, designed exclusively for residential occupancy and containing one (1) or more dwelling units.
8. Dwelling Unit. One (1) or more rooms arranged, designed or used as separate living quarters for an individual family, which contains kitchen facilities (only one (1) per dwelling unit permitted), including at least a stove or cooking device and permanently installed sink, plus bathroom facilities.
9. Linear Park. Public land and associated improvements to be used primarily for passive recreation and connecting residential neighborhoods to one another and to public facilities and services, as specified in the park master plan.

10. Neighborhood Park. Public land, with associated improvements, typically from seven and one-half (7.5) to ten (10) acres in size, and providing both active and passive recreational opportunities for neighborhood residents, as specified in the park master plan.

11. Park Board. The Park and Recreation Planning Board or its successor.

12. Park Facilities. Land and/or facilities used or to be used as a neighborhood or linear park, regardless of location, including both the acquisition of such land, the construction of improvements thereon and the expenditure of funds incidental thereto, including but not necessarily limited to planning, engineering and design of the park and improvements, utility relocation, provision of improvements, provision of pedestrian and vehicular access thereto and purchase of equipment, the need for which are attributable to new residential development.

13. Park Improvements Program. The adopted Community Investment Program, as may be amended from time to time, which identifies those park facilities and their costs, for a period of at least five (5) years, which are to be financed in whole or in part through the imposition of park fees pursuant to this article. The Program shall contain only those facilities which are anticipated to be acquired or developed within the period covered by the Program.

14. Park Master Plan. The official adopted Parks, Recreation, Trails & Open Space Master Plan for the City of Plano and amendments thereto.

15. Property. A legally described parcel of land capable of development pursuant to applicable city ordinances and regulations.

16. Property Owners. Any person, group of persons, firm or firms, corporation or corporations, or any other entity have a proprietary interest in the land on which a building permit has been requested.

17. Residential Development. The development of any property for a dwelling or dwellings, other than motels, hotels, shelter used temporarily for transients and other similar uses, as indicated by an application for a building permit.

18. Zoning Ordinance. The Zoning Ordinance of the City of Plano and including all duly adopted amendments thereto.

Section 16-264. Applicability of Park Fee.

A. This Article shall be uniformly applicable to residential development of property in the City which is or will be served by park facilities as herein defined. This Article does not apply to activities involving the replacement, reconstruction, remodeling,

rehabilitation or other improvements to an existing residential structure, or to the rebuilding of a damaged structure or to permits required for backyard cottages or accessory uses.

B. For the purposes of this Article, property is “served by” park facilities when funds collected for such facilities have been constructed in accordance with the Park Master Plan and Park Improvements Program within ten (10) years from the date of collection within the service area in which the property is located.

Section 16-266. **Service Areas, Park Improvements Plan and Park Fees.**

A. There are hereby established fourteen (14) services areas for park facilities, each of which is designated on the map attached hereto as Exhibit “A” and incorporated herein by reference. Service Area Boundaries may be amended from time to time by ordinance or resolution.

B. The City shall adopt a Park Improvements Program, which identifies the park facilities and their costs, which are to be financed in whole or in part through the imposition of park fees. Park fees may only be spent for park facilities identified in such Program. The Park Improvement Program shall be reviewed and updated as part of the City’s annual budget.

C. The park fee for each service area shall be uniform and shall be determined by dividing the total anticipated costs, including land value and all development costs, of all neighborhood and linear park facilities set forth in the Master Plan by the total population to be served by such facilities. Park fees shall be separately calculated for single-family dwelling units and for multi-family dwelling units, by multiplying the per capita costs of neighborhood and linear park facilities by the number of persons expected to reside within each type of dwelling unit.

D. There is hereby established a park fee for single-family dwelling units in the amount of two thousand sixty five dollars and forty three cents (\$2,065.43), and a park fee for multi-family dwelling units in the amount of one thousand four hundred forty two and sixty six cents (\$1,442.66). The park fees herein established may be amended by ordinance or resolution of the City Council from time to time.

Section 16-268. **Use of Park Fee Funds.**

A. Park fees collected for each service area pursuant to this article must be used solely for one of the following purposes:

- (1) To repay developers for contributions of land or park improvements pursuant to Section 16-271 hereof;
- (2) To acquire and develop neighborhood and linear park facilities for the service area.

(3) To reimburse the City for prior acquisition and development of such park facilities; or

(4) To make refunds pursuant to Section 16-270.

B. Park fees collected shall not be used to maintain, repair or operate the existing park system, nor to finance park and recreation activities other than park facilities as herein defined.

C. Nothing in this article shall prevent the City from issuing and utilizing general obligation bonds, revenue bonds, revenue certificates or other certificates of indebtedness as are within the authority of the City in such manner and subject to such limitations as may be provided by law in furtherance of the financing and provision of park facilities as set forth in the park master plan. Park fees paid pursuant to this article, however shall be used for park facilities acquisition and development as defined herein.

Section 16-269. Accounting Procedures.

A. The City shall establish a separate, interest bearing account into which all park fees collected shall be deposited. Funds collected within each service area designated in Exhibit "A" shall be earmarked for expenditure solely for the purposes set forth in Section 16-268 (A).

B. The City shall establish a separate account know as a "Park Fee Program" into which fees used to reimburse the City for prior expenditures for acquisition and development of park facilities are to be deposited upon transfer from service area park fee accounts. Disbursements from the Program shall be utilized solely and exclusively either to reimburse developers who have made contributions to neighborhood and linear park facilities pursuant to Section 16-271 of this Article, or for the purpose of acquiring and developing such facilities.

C. Interest earned on park fees shall be used solely for acquisition and development of neighborhood and linear park facilities or pursuant to 16-268 (a) (4).

D. The City shall establish adequate financial and accounting controls to ensure that park fees disbursed are utilized solely for the purposes and intent of this Article; provided, however, that funds shall be expended within a reasonable period of time, not to exceed ten (10) years from the date park fees are collected.

E. The City shall maintain and keep financial records for park fees, which shall show the source and disbursement of all fees collected in or expended from each service area.

F. The city may supplement the park service area accounts from any available funds. In the event the City discounts park fees due it shall cause to be deposited a sum in the amount of the discount in the account for the park service area in which the fee was collected.

Section 16-270. Refunds.

A. The current owner of property on which a park fee has been paid may apply for a refund of such fee if:

(1) The property on which a park fee has been paid has not been served by park facilities, as provided in Section 16-204 (B);

(2) The building permit for a residential development, pursuant to which a park fee has expired without substantial completion

(3) Fewer dwelling units are constructed than authorized by a building permit.

B. Only the current owner of property may petition for a refund. A petition for refund may be filed within one (1) year of the event giving rise to the right to claim a refund.

C. The petition for refund must be submitted to the City Manager on a form provided by the City for such purpose. The petition must contain: a certified copy of the latest recorded deed for the subject property; current legal description; the date of payment of the park fee; and a statement of the reasons for which a refund is sought.

D. A refund shall be due under Subsection 16-270 (a)(1) only if the City Manager determines that the total park fee collected for the service area for a period of ten (10) years from the date of collection of the park fee for the development for which a refund is being sought exceeds the total expenditures from the Park Fee Account for the service area for the same period (“excess amount”). The refund amount shall be the development’s pro rata share of the excess of fees collected over expenditures, together with interest earned on such amount for the period. The City may periodically compute the difference between expenditures and fees collected for purposes of reviewing refund requests under this subsection. After the expiration of at least one (1) year after refunds are due under this subsection, the City Council may, after notice by publication in the section of a local newspaper reserved for legal notices, and after a public hearing, vote to apply any unclaimed excess amounts to the acquisition or construction of capital facilities which will benefit the area in which the excess amount was collected. When the City Council votes to apply the excess amounts, the right to refund of the applied excess amounts shall be extinguished.

E. Within one (1) month of the date of receipt of a petition for refund, the City Manager must provide the petitioner, in writing, with a decision on the refund request. The decision must include the reasons for the decision. If a refund is due the petitioner, the City Manager shall notify the City’s Accounting Department and request that a refund payment be made to petitioner.

F. Petitioner may appeal the determination of the City Manager to the City Council, pursuant to the process in Section 16-273 with the City Council replacing the City Manager as the decision-maker.

Section 16-271. Reimbursement of developer contributions.

A. The city shall reimburse a developer for the reasonable costs of any neighborhood or linear park land which has been dedicated to and accepted by the city for park facilities, or the reasonable costs of park improvements constructed and accepted by the city, pursuant to a reimbursement contract, subject to guidelines established by the city. For multifamily development projects and for complete phases of a single-family subdivision plat, the developer may elect to apply the entire amount to be reimbursed under this section as a credit against park fees due for the development; provided that the application of the credit does not result in a partial fee for any dwelling unit, in accordance with guidelines established by the city.

B. The amount of the reimbursement shall be based upon standards promulgated by the city, which may be adopted as administrative guidelines. The city shall retain sole discretion to determine whether to accept proposed contributions of park land or park improvements, and the timing and extent of park improvements to be accepted by the city.

C. An applicant shall propose dedication of park land or the construction of park improvements in conjunction with the subdivision platting process or in conjunction with a development agreement. The city shall determine the amount of reimbursement due in accordance with the standards referenced in subsection (b). In the event that the applicant is dissatisfied with the city's determination of the amount of reimbursement, he may at his own expense seek an appraisal to be performed by a qualified appraiser acceptable to the city. The city council shall compare the appraisal with the standards established by the city and shall determine the amount to be the subject of the reimbursement contract.

D. The city may promulgate additional rules for execution of reimbursement contracts pursuant to this section by administrative guidelines.

E. In determining the disbursements to be made from the park fee service area and recoupment funds established in section 16-269, the city shall give priority, wherever practicable, to outstanding reimbursement contracts. In any event, reimbursement contracts involving contribution to park land together with the costs of minimum park improvements required to be made as a condition of subdivision approval, shall be fully repaid within five (5) years, and reimbursement contracts for all other park improvements shall be fully repaid within ten (10) years, of the date of execution.

Section 16-272. Procedures for Updating Park Fees.

A. At least every five (5) years, the Director shall prepare a report to the City Council on park fees. In preparation of such report, the following information shall be reviewed:

(1) A statement summarizing park fees collected and disbursed during the year;

(2) A statement summarizing park facilities acquisition and development and the status thereof for the preceding year;

(3) A statement summarizing the administration and enforcement of park fees; and

(4) A statement and recommendation from the Park Board on any and all aspects of the Park and Recreation Fee and City park needs.

B. The report shall make recommendations, if appropriate, on amendments to the Article, changes in the administration or enforcement of the Article, changes in the park fee rates, changes in the Park Improvements Plan and changes to the Park Master Plan.

C. Based upon the report, and such other factors as the City Council deems relevant and applicable, the City Council may amend the Park and Recreation Fee Article, including but not limited to exhibits and fee schedules. If the City Council fails to take such action, the park fee rates then in effect shall remain in effect. Nothing herein precludes the City Council or limits its discretion to amend the Park and Recreation Fee Articles at such other times as may be deemed necessary.

D. In the review process, the City Council may take into consideration, among others, the following factors: inflation as measured by changes in an appropriate land and construction cost index used by the City; improvement cost increases as measured by actual experience during the year; changes in the design, engineering, location or other elements of proposed park facilities; revisions to the Park Master Plan; changes to the Park Improvements Plan; and changes in the projected mix and/or intensity of residential developments in the City.

Section 16-273. Appeals, Variances, and Exceptions.

A. The property owner or applicant may appeal the following to the City Manager:

(1) The applicability of the park fee;

- (2) The amount of the fee due;
- (3) The amount of a reimbursement contract pursuant to Section 16-271.

The burden of proof is on the appellant to demonstrate that the park fee is not applicable; or the amount of the fee, credit, or reimbursement was either:

- (1) Not calculated according to the applicable schedule of fees; or
- (2) Not established pursuant to the guidelines established for determining such amounts; or
- (3) The fair market value of land or improvements is such that the basis for the fee is not valid.

The appellant must file a notice of appeal with the City Manager within thirty (30) days following the original written determination. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the park fee due as calculated by the City, the development application shall be processed. The filing of an appeal shall not stay the collection of the fee due, unless a bond or other sufficient surety has been filed.

B. The City Council may grant a variance from any requirements of this Article, upon written request by a property owner subject to the Article, following a public hearing, and only upon a finding that a strict application of such requirement would result in a substantial hardship which is not common to similarly situated property owners.”

Section II. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section IV. All provisions of the ordinance 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. This Ordinance shall become effective immediately upon its passage and publication as provided by law.

DULY PASSED AND APPROVED this the 24th day of June, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

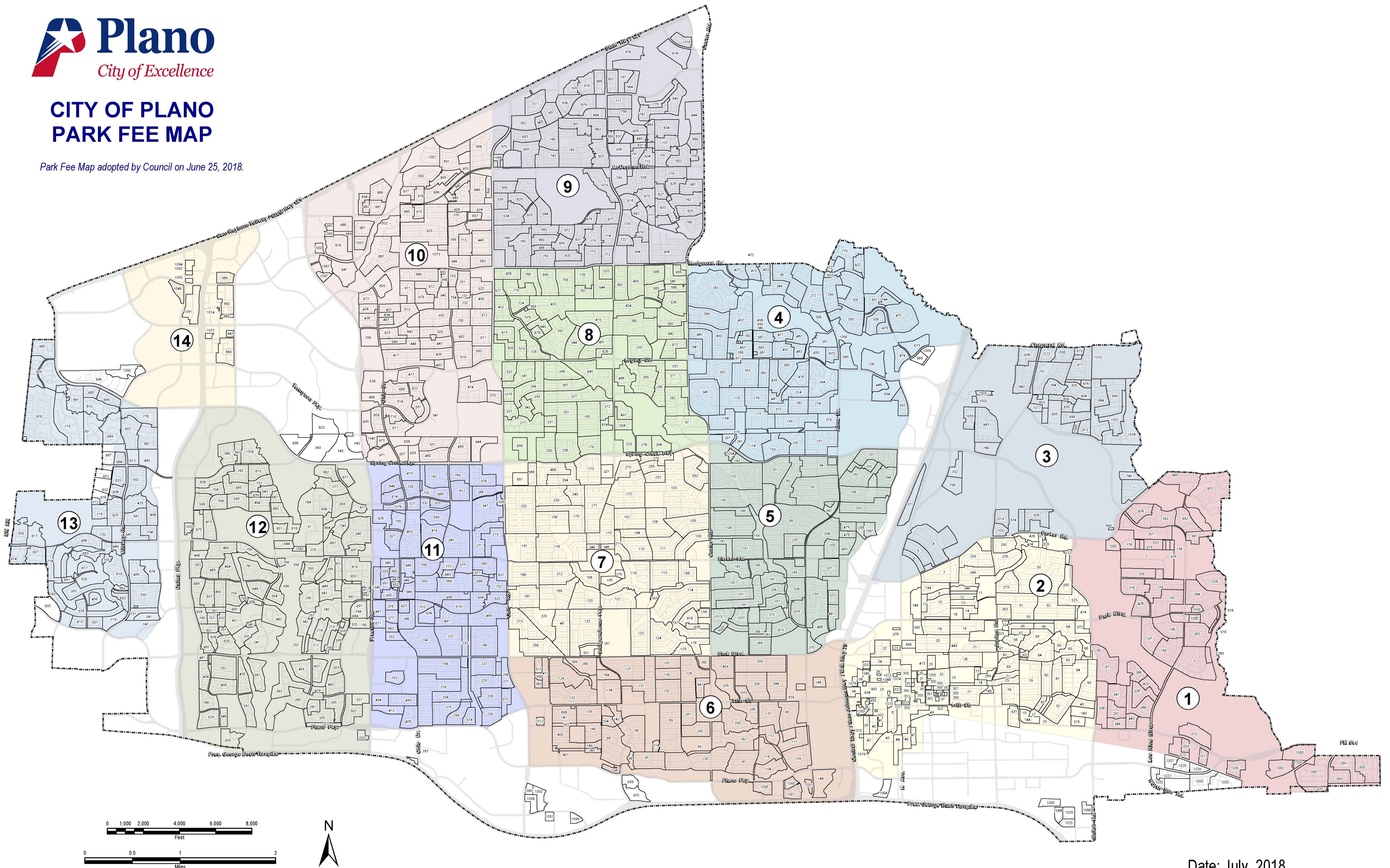
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO PARK FEE MAP

Park Fee Map adopted by Council on June 25, 2018.



The Park Fee boundaries are subject to change.

Date: July, 2018
Source: City of Plano, Parks Division