



CITY COUNCIL

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

DATE: September 23, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Dr. Craig Curry - First Baptist Church Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troop 6553 - Armstrong and Bowman Middle Schools

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.

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) 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. The Presiding Officer will establish time limits based upon the number of speaker requests.

Approval of Minutes

- (a) September 6-7, 2019 Retreat
September 9, 2019
Approved

Approval of Expenditures

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

- (b) RFB No. 2019-0617-B for Residential Concrete Pavement Repair Zone N3, Project 7094, for Public Works Department to Alvand Construction Inc. dba Advance Contract Group in the amount of \$6,514,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0566-B for Los Rios Park Cart Path Removal, Project No. 7106, for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$649,499; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0111-B for Erosion Control - Legacy Trail, Russell Creek, Oak Point Trail, Project No. 6783, for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$649,595; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2019-0407-B for Stoney Hollow Park Improvements, Project No. 6963, for the Parks and Recreation Department to Joel Brown & CO., LLC dba J.B. & Co., LLC in the amount of \$662,550; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2019-0352-B for Animal Shelter Fence Replacement to Swift Corporation, LLC in the amount of \$68,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) CSP No. 2019-0037-B for Fleet Services Security Gate Replacement to Swift Corporation, LLC in the amount of \$83,442; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) RFB No. 2019-0591-B for New Traffic Signals, Project No. 7163, for the Engineering Department to Durable Specialties, Inc. in the amount of \$1,483,260; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (i) To approve the purchase of two (2) Flatbed Trailers with Air Ramps for Fleet Services to be utilized by Utility District 1 in the amount of \$55,592 from Interstate Trailers, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 516-16) **Approved**
- (j) To approve the purchase of two (2) Tractors with Turf Tires and Canopies for Fleet Services to be utilized by Sports Turf Maintenance Services in the amount of \$96,685 from United Ag and Turf through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. GR01-18) **Approved**

- (k) To approve the purchase of library materials including books, books-on-CD, compact discs, DVDs and Playaways for Plano Public Library (PPL) in the estimated amount of \$1,080,000 from Midwest Tape LLC \$240,000, Ingram Library Services LLC \$70,000, Findaway World LLC \$70,000, Brodart \$150,000, and Baker & Taylor \$550,000, through an existing contract with the State of Texas; and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2) **Approved**
- (l) To approve the purchase of Enfield Park Maintenance Furniture in the amount of \$56,636 from McKinney Office Supply, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 584-19, OMNIA Partners Contract No. R142208) **Approved**

Approval of Contract Modification

- (m) To approve an increase to the current awarded contract amount of \$1,500,000 by \$200,000, for an estimated total contract amount of \$1,700,000, for Cloud Services from Amazon Web Services, Inc. for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2733; Modification No. 1) **Approved**

Approval of Expenditure

- (n) To approve an expenditure for CAD Mobile Licenses to include first year of maintenance in the amount of \$282,786 from TriTech Software Systems for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**
- (o) To approve an expenditure for one (1) Fuel Service Truck in the amount of \$265,000 from Collin County for Fleet Services; and authorizing the City Manager to execute all necessary documents. **Approved**
- (p) To approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality from OverDrive, Inc. for Plano Public Library (PPL) under a two (2) year contract with one (1) two-year City optional renewal, in an estimated annual amount of \$500,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (q) To approve an expenditure for Engineering Professional Services Agreement for 2019 Drainage Improvements, Project No. 7156, in the amount of \$273,300 from Halff Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (r) To approve an expenditure for architectural design services in the amount of \$593,943 from Komatsu Rangel, Inc. dba Komatsu Architecture for the expansion and renovation of Davis Library; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (s) To approve an Interlocal Agreement by and between the City of Plano and the City of Lucas for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

- (t) To approve an Interlocal Agreement by and between the City of Plano and the City of Murphy for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (u) To approve an Interlocal Agreement by and between the City of Plano and the City of Parker for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (v) To approve an Interlocal Agreement by and between the City of Plano and the City of Wylie for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (w) To approve an Interlocal Agreement by and between the City of Plano and Texas Health Plano for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (x) To approve an Interlocal Agreement by and between the City of Plano and Plano Independent School District (PISD) for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (y) To approve a Memorandum of Understanding between the City of Plano and the Plano Independent School District (Plano ISD or District) describing the use of shared parking spaces by City staff and patrons, and PISD students, staff and administrators at High Point Tennis Center and Clark High School; authorizing its execution by the City Manager; and providing an effective date. **Approved**

Adoption of Resolutions

- (z) **Resolution No. 2019-9-11(R):** To approve a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; and providing an effective date. **Adopted**
- (aa) **Resolution No. 2019-9-12(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

Adoption of Ordinances

- (ab) **Ordinance No. 2019-9-13:** To repeal Ordinance No. 2018-9-3; establishing the number of certain classifications within the Fire Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date. **Adopted**
- (ac) **Ordinance No. 2019-9-14:** To repeal Ordinance No. 2019-5-3; establishing the number of certain classifications within the Police Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date. **Adopted**

- (ad) **Ordinance No. 2019-9-15:** To adopt and enact Supplement Number 129 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**
- (ae) **Ordinance No. 2019-9-16:** To amend certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. **Adopted**
- (af) **Ordinance No. 2019-9-17:** To amend Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano by adding Division 4, Registration and Inspection of Hotel / Motel Properties, to provide for procedures allowing registration and inspection of hotel / motel properties; providing a penalty clause, a severability clause, a repealing clause, a savings clause, a publication clause, and an effective date. **Adopted**
- (ag) **Ordinance No. 2019-9-18:** To amend Section 12-74(b) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish subsection "Chapel Hill Boulevard" to set a maximum speed limit for vehicles operating on Chapel Hill Boulevard; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and 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 amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.

- (1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-012 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 110.5 acres of land located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Silos Harvesting Partners, LP **Tabled to October 14, 2019**

- (2) **Public Hearing and adoption of Ordinance No. 2019-9-19** as requested in Zoning Case 2019-015 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Starwood Retail Properties **Conducted and Adopted**
- (3) **Resolution No. 2019-9-20(R):** To nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date. **Adopted - Nominee Wayne Coltrane**
- (4) Public Hearing on the creation of the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**
- (5) Public Hearing on the creation of the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**
- (6) Public Hearing on establishing the Tax Increment Reinvestment Zone #4, Plano, Texas, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**

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: 9/23/2019

Department: City Manager

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

September 6-7, 2019 Retreat

September 9, 2019

Approved

FINANCIAL SUMMARY

Not Applicable

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
September 6-7, 2019 Retreat	9/17/2019	Minutes
Preliminary Meeting Minutes 9/9/19	9/17/2019	Minutes

PLANO CITY COUNCIL RETREAT
September 6-7, 2019

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into open session on Friday, September 6, 2019, at 3:00 p.m., at the Plano Emergency Operations Center, 4125 Parker Road, Plano, Texas. A quorum was present.

Discussion and Direction regarding City of Plano Vision, Mission, Strategic Plan and Goals, Council Governance, Roles and Responsibilities and may include Discussion and Direction of Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Budget.

Julia Novak with The Novak Consulting Group and Dr. John Nalbandian facilitated the retreat. Ms. Novak discussed the expectations and provided ground rules. Dr. Nalbandian spoke to high performing governance.

The Council took a brief recess at 4:01 p.m. and resumed discussions at 4:06 p.m.

The Council and facilitators continued the high performing governance discussion.

The Council took a brief recess at 4:47 p.m. and resumed discussions at 5:01 p.m.

The Council and facilitators continued the high performing governance discussion.

Mayor LaRosiliere adjourned the meeting for the evening at 6:35 p.m.

Mayor LaRosiliere reconvened the Council into open session on Saturday, September 7, 2019, at 8:30 a.m., at the Plano Emergency Operations Center, 4125 Parker Road, Plano, Texas. A quorum was present.

Council and the facilitators recapped the prior evening's session. The group discussed governing versus campaigning and the results of the one on one interviews.

The Council took a brief recess at 9:35 a.m. and resumed discussions at 9:49 a.m.

The Council and facilitators continued discussing the results of the one on one interviews.

The Council took a brief recess at 11:22 a.m. and resumed discussions at 11:45 a.m.

The Council broke into smaller groups and worked on the Vision Statement and Strategic Plan.

The Council took a brief recess at 2:26 p.m. and resumed discussions at 2:36 p.m.

The Council continued working on the Vision Statement and Strategic Plan resulting in the following:

Vision Statement

Plano is a global economic leader bounded by a shared sense of community where residents experience unparalleled quality of life.

Strategic Plan

Welcoming and Engaged Community

- Fostering a sense of community through education and social awareness
- Multi-cultural outreach
- Nurture a spirit of giving back

Safe Vibrant Neighborhoods

- Collaborative public safety
- Housing Affordability
- Quality standards
- Enabling investment partnership

Residential and Commercial Economic Vitality

- Business retention and attraction
- Diverse employment options for residents
- Public private partnership
- Rejuvenate aging areas

Excellent, Innovative, and Accountable City Government

- High quality services
- Well-maintained city
- Responsible financial policies and practices
- Developing and implementing innovative solutions

Multi Modal Transportation and Mobility Solutions

- Understanding and addressing mobility needs
- Continual investment in transportation infrastructure
- Promote policies that enable innovative solutions
- Engage in regional collaborations and creative partnerships

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 4:15 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 9, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem.
Maria Tu
Rick Grady
Kayci Prince – arrived at 4:10 p.m.
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
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 4:00 p.m., Monday, September 9, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

- **Hotel/Motel Inspection Program Presentation**
- **Park Fee Ordinance Update**
- **Plano Sports Authority Expansion Presentation**
- **Designation of Council Member Grady as the City's applicant to the NLC Board of Directors, Finance Administration and Intergovernmental Relations Committee, and Military Communities Council.**

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Prince, the Council voted 8-0 to designate Council Member Grady as the City's applicant to the NLC Board of Directors, Finance Administration and Intergovernmental Relations Committee, and Military Communities Council.

Mayor LaRosiliere stated at 4:45 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 consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers.

- **Discussion and direction re: Comprehensive Plan Revisions**

Council expressed concurrence to update the current plan areas of land use, managed growth, density, and transportation and create an ad hoc committee to serve as an advisory board to work with the consultant. The committee details will be determined at a future meeting.

- **Consideration and action resulting from Executive Session discussion**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:55 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
September 9, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
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
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, September 9, 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

Pastor McMillian with Grace Outreach Center led the invocation and Girl Scout Troop 4583 led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Special Recognition: The Plano Citizens Academy Class recently completed the necessary courses for graduation.

Proclamation: September 20 - 22, 2019 is the 40th In Touch Credit Union Plano Balloon Festival.

Proclamation: September is National Preparedness Month.

Comments of Public Interest

Daniel Seagrass spoke to being in attendance for a government in action project.
Judith Dishong spoke to the Plano Tomorrow Comprehensive Plan.
Darrell Rodenbaugh spoke to North Texas Giving Day on September 14th.
Shirley Walker spoke to the trail connection at Hedgcoxe.
John Stafford spoke to road repairs and traffic congestion.

Consent Agenda

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

Approval of Minutes

August 12, 2019

August 17, 2019

August 26, 2019

(Consent Agenda Item “A”)

Approval of Expenditures

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

RFP No. 2019-0058-B for a one (1) year contract with four (4) City optional one-year maintenance renewals for a Digital Recording Solution to be utilized by Public Safety Communications to Dictation Sales & Service, Inc. dba Equature, in the initial purchase amount of \$263,540 and an estimated total annual maintenance amount of \$53,476, for a total estimated amount of \$317,016; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2019-0599-B for one (1) Concrete Truck for Fleet Services to be utilized by Utility Cut Services to Premier Truck Group in the amount of \$145,966; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2019-0597-B for two (2) Haul Trucks for Fleet Services to be utilized by Utility District 1 to Industrial Power Truck and Equipment in the amount of \$163,339; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2019-0558-B for Pickup Trucks for Fleet Services to be utilized by various departments to Four Stars DCJR for eight (8) pickup trucks in the amount of \$189,120, to Bossier Chrysler Dodge for one (1) pickup truck in the amount of \$23,105, and to Caldwell Country Automotive for two (2) pickup trucks in the amount of \$55,450, for a total amount of \$267,675; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

RFB No. 2019-0600-B for two (2) Grapple Trucks for Fleet Services to be utilized by Special Waste to Industrial Power Truck and Equipment in the amount of \$360,909; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

RFB No. 2019-0594-B for Dump Body Pickup Trucks for Fleet Services to be utilized by various departments to Reliable Chevrolet for six (6) dump body pickup trucks in the amount of \$265,014, to Randall Reed's Prestige Ford for seven (7) dump body pickup trucks in the amount of \$389,500, and to Caldwell Country Automotive for one (1) platform body pickup truck with stake sides in the amount of \$35,875, for a total amount of \$690,389; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

Purchase from an Existing Contract

To approve the purchase of an Archiving Interface Server (AIS) for a one (1) year contract with four (4) City optional one-year maintenance renewals to be utilized by Public Safety Communications in the initial purchase amount of \$146,682 and an estimated total annual maintenance amount of \$48,445, for a total estimated amount of \$195,127, from Motorola Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC RA05-18) (Consent Agenda Item "H")

To approve the purchase of three (3) Portable Camera Towers in the amount of \$73,860 from Wireless CCTV, twelve (12) cameras from STS360 in the amount of \$32,421, and three (3) wireless routers from CDW-G in the amount of \$7,063 for the Police Department through existing contracts; and authorizing the City Manager to execute all necessary documents. (GSA Contract GS-07-F-031DA, City of Plano Contract 2014-0139-C, and National IPA Contract 2018011-01) (Consent Agenda Item "I")

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$692,335 by \$134,193, for a total contract amount of \$826,528, for Professional Consulting Services for Design of Private Fiber Network from Capco Communications, Inc. for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0092-X; Modification No. 1) (Consent Agenda Item "J")

To approve the terms and conditions of the First Amendment to the original Interlocal Agreement with the North Texas Municipal Water District (NTMWD) for property transactions to revise the land size for the Los Rios Tract; authorizing the execution by the City Manager; and providing an effective date. (Consent Agenda Item "K")

Approval of Expenditure

To approve an expenditure for a Professional Engineering Services Agreement for AWIA Risk and Resilience Assessment and Emergency Response Plan in the amount of \$215,600 from Freese and Nichols, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "L")

To approve an expenditure for Ordinance Amendments in the amount of \$100,000 from Cooper Consulting Company, Inc. for the Planning Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve an expenditure for the 777 E. 15th Street Renovations in the amount of \$3,869,791 from Balfour Beatty Construction, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure for the High Point Tennis Center Renovations in the amount of \$5,627,553 from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

Approval of Contract / Agreement

To approve an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) in the amount of \$54,189 for the acquisition of 2019 digital orthophotography and/or data for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

To approve an Interlocal Agreement by and between the City of Plano and Dallas Area Rapid Transit (DART) for the implementation of a Transit Signal Priority (TSP) Pilot Program on certain bus routes in the City; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

Adoption of Resolutions

Resolution No. 2019-9-1(R): To approve the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date. (Consent Agenda Item “R”)

Resolution No. 2019-9-2(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. (Consent Agenda Item “S”)

Resolution No. 2019-9-3(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “T”)

Resolution No. 2019-9-4(R): To approve the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date. (Consent Agenda Item “U”)

Adoption of Ordinances

Ordinance No. 2019-9-5: To approve a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) regarding the Company’s 2019 Rate Review Mechanism (“RRM”) filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC’s legal counsel. (Consent Agenda Item “V”)

END OF CONSENT

Public Hearing and Adoption of Ordinance No. 2019-9-6 as requested in Zoning Case 2019-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Perfect Land Development, LLC (Regular Agenda Item “1”)

Sam Sayani and Yogesh Patil spoke to the project. Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 8-0, to amend Planned Development-32-Regional Commercial on 46.1 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case No. 2019-004; and further to adopt Ordinance No. 2019-9-6.

Ordinance No. 2019-9-7: To approve and adopt the Operating Budget and set the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.) (Regular Agenda Item “2”)

MOTION: Upon a motion made by Council Member Williams and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve and adopt the Operating Budget and set the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and further to adopt Ordinance No. 2019-9-7.

Ordinance No. 2019-9-8: To approve and adopt the Community Investment Program and set the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.) (Regular Agenda Item “3”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 8-0, to approve and adopt the Community Investment Program and set the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and further to adopt Ordinance No. 2019-9-8.

Ordinance No. 2019-9-9: To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020, and providing an effective date. (Public Hearing held on August 26, 2019.) (Regular Agenda Item “4”)

MOTION: Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020; and further to adopt Ordinance No. 2019-9-9.

Ordinance No. 2019-9-10: To ratify the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date. (Public Hearing held on August 26, 2019.) (Regular Agenda Item “5”)

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to ratify the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and further to adopt Ordinance No. 2019-9-10.

With no further discussion, the Regular City Council Meeting adjourned at 7:53 p.m.

Harry LaRosiliere, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2019-0617-B for Residential Concrete Pavement Repair Zone N3, Project 7094, for Public Works Department to Alvand Construction Inc. dba Advance Contract Group in the amount of \$6,514,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2019-20, 2020-21, 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		15,337,645	13,968,140	19,385,000	48,690,785
Encumbered/Expended Amount		-15,337,645	-13,968,140	0	-29,305,785
This Item		0	0	-6,514,000	-6,514,000
BALANCE		0	0	12,871,000	12,871,000

FUND(S): Capital Maintenance Fund

COMMENTS:

Funding is available for this item in the 2019-20 Capital Maintenance Fund Budget and is expected in 2020-21 and 2021-22 as well. The construction contract for the Residential Concrete Pavement Repair project, in the amount of \$6,514,000, will leave a balance of \$12,871,000 available for future expenditures on the repair and replacement of residential streets, alleys and sidewalks.

SUMMARY OF ITEM

Public Works Department recommends the bid for the Residential Concrete Pavement Repair Zone N3 Project to Alvand Construction Inc., dba Advance Contract Group, in the amount of \$6,514,000.00, to be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 58,000 square yards of residential concrete street pavement, 172,000 square feet of sidewalk and 439 barrier free ramps in Zone N3.

If not awarded by council, these areas will not be repaired, leaving the streets, sidewalks and barrier free ramps in an unsafe condition.

Engineer's estimate for this project is \$7,243,000.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	9/5/2019	Bid Recap
Location Map	9/5/2019	Map

CITY OF PLANO

Bid No. 2019-0617-B
RFB for Residential Concrete Pavement Repair Zone N3
Project No. 7094
Bid Recap

Bid opening Date/Time: August 27, 2019 @ 10:00 AM

Number of Vendors Notified: 166

Vendors Submitting "No Bids": 5

Number of Bids Submitted: 6

<u>Vendor Name</u>	<u>Total Base Bid</u>
Alvand Construction Inc., dba Advance Contracting Group	\$6,514,000.00
Jim Bowman Construction Company LP	\$6,843,679.00
HQS LLC	\$7,363,650.00
Urban Infraconstruction LLC	\$7,459,625.00
Ratliff Hardscape	\$7,952,880.00
FNH Construction	\$8,667,800.00

Recommended Vendor(s):

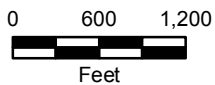
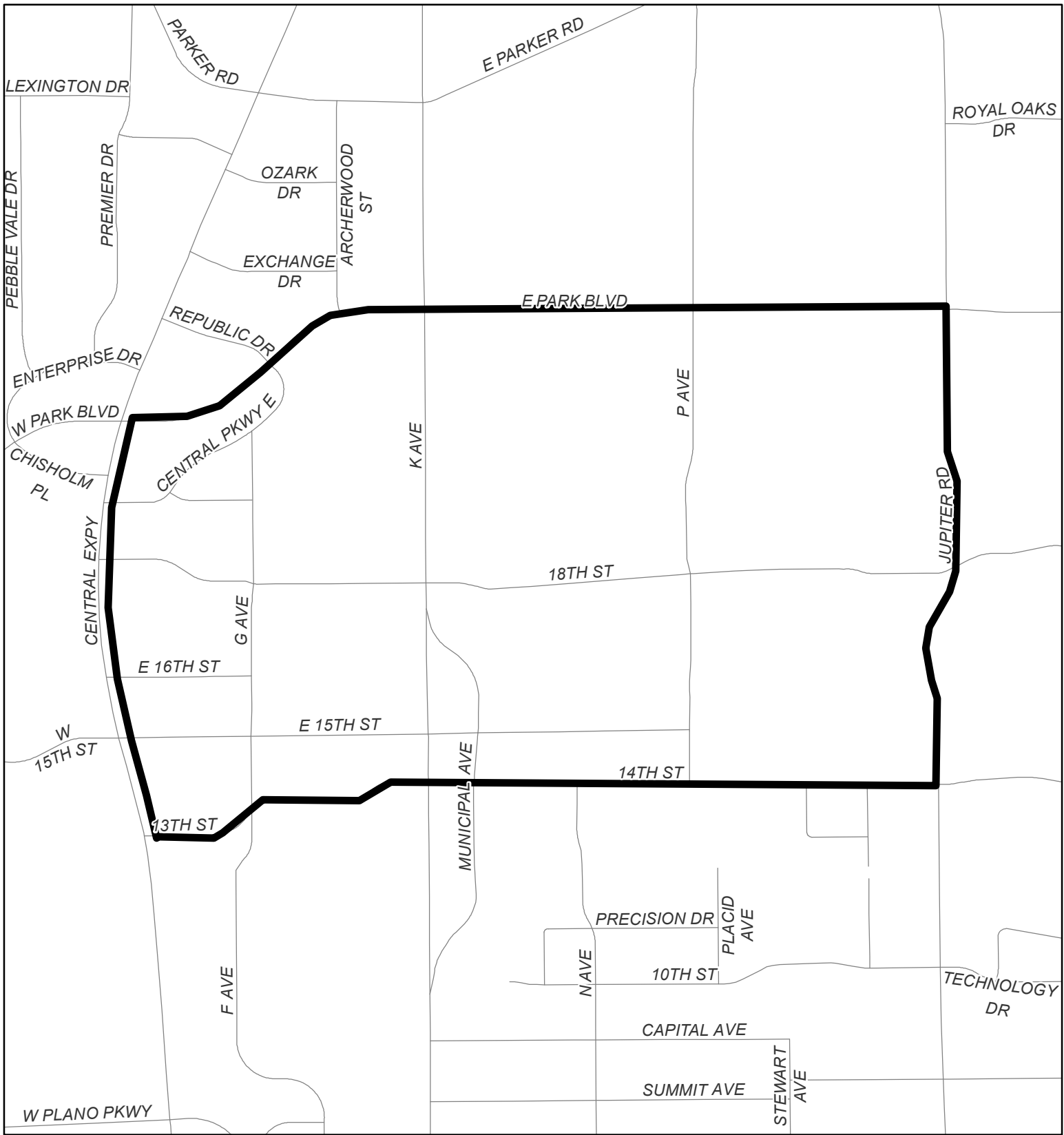
Alvand Construction Inc., dba Advance Contracting Group	\$6,514,000.00
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Nancy Corwin

Nancy Corwin, Buyer

August 27, 2019

Date



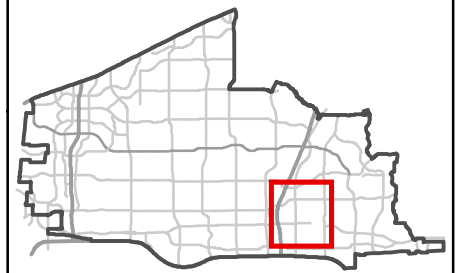
Residential Concrete Pavement Repair Zone N3

Project No.7094



City of Plano BI-GIS Division
September 2019

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

RFB No. 2019-0566-B for Los Rios Park Cart Path Removal, Project No. 7106, for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$649,499; 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	90,923	309,077	2,600,000	3,000,000
Encumbered/Expended Amount	-90,923	-154,890	0	-245,813
This Item	0	0	-649,499	-649,499
Balance	0	154,187	1,950,501	2,104,688

FUND(S): Park Improvement CIP

COMMENTS: Funding for this item is available in the 2018-19 and 2019-20 Park Improvement CIP. Removal of the cart paths at the future site of Los Rios Park, in the amount of \$649,499, will leave a project balance of \$2,104,688 for future park development expenditures.

SUMMARY OF ITEM

PROJECT BACKGROUND

The Parks and Recreation Department accepted bids on August 20, 2019 for the Los Rios Cart Path Removal Project. This location is where the Los Rios Golf Course was in operation. The City purchased the land in 2014 and operation as a golf course ceased in 2018. The project includes the removal of cart

path, bridges, signage, and other similar items that pose a threat to public safety from Los Rios Park. The project will also address regrading and sodding the areas disturbed by the demolition activities.

PROCESS & AWARD

The lowest responsive and responsible bid was submitted by North Rock Construction, LLC, in the amount of \$649,499. There were a total of 2,809 vendors notified of this project. Seven complete bids were received for the project as shown in the attached bid recap. The bid is below the consultant's estimated cost of \$843,759.

IMPACT

The benefit of this project is twofold; it removes unsafe golf infrastructure and readies the site for a future phased park development. If this project is not awarded, the property will continue to degrade and pose a threat to the public's health, safety, and welfare.

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	9/4/2019	Map
Bid Recap	9/18/2019	Bid Recap



Legend

-  Cart Path (Removal)
-  Los Rios Park



0 500 1,000
Feet



City of Plano Park Planning Division
9/4/2019

Location Map

Los Rios Park Cart Path Removal Project # 7106

1700 Country Club Dr
Plano, TX 75074

Project Location



CITY OF PLANO

RFB CIP

Bid No. 2019-0566-B

Los Rios Park Cart Path Removal

Project No. 7106

Bid Recap

<u>Bid Opening Date/Time:</u>	August 20, 2019, 2:00 PM
<u>Number of Vendors Notified:</u>	2,809
<u>Vendors Submitting "No Bids":</u>	0
<u>Number of Non-Responsive Bids Submitted:</u>	0
<u>Number of Responsive Bids Submitted:</u>	7

<u>Vendor:</u>	Total Bid
North Rock Construction, LLC	\$ 649,499.25
Tall City Construction, Ltd.	\$ 684,442.00
Advance Contracting Group	\$ 711,996.00
RLM Earthco, Inc.	\$ 736,889.33
Lisle, Inc.	\$ 737,485.50
HQS Construction, LLC	\$ 761,617.00
Ed Bell Construction Company	\$ 1,329,042.50

Recommended Vendor:

North Rock Construction, LLC	\$ 649,499.25
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Stephanie Shaffer

Stephanie Shaffer, Contract Administrator

21 August, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Lauren Higgins

CAPTION

RFB No. 2019-0111-B for Erosion Control - Legacy Trail, Russell Creek, Oak Point Trail, Project No. 6783, for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$649,595; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	50,000	625,000	675,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-649,595	-649,595
Balance	0	50,000	-24,595	25,405

FUND(S): Municipal Drainage CIP

COMMENTS:

Funding for this item is planned in the 2019-20 Municipal Drainage CIP. Construction of the Erosion Control - Legacy Trail, Russell Creek, Oak Point Trail project, in the amount of \$649,595, will leave a project balance of \$25,405 available for future project expenditures.

SUMMARY OF ITEM

The Parks and Recreation Department accepted bids on July 31, 2019 for Erosion Control - Legacy Trail, Russell Creek, Oak Point Trail projects. Erosion control and stabilization improvements include the construction of gabion mattresses, concrete rip-rap and embankments and ledgestone walls.

Due to elevated rainfall events over several years, certain areas adjacent to the creeks and ponds have become severely eroded. This project will repair the erosion in these areas keeping pedestrians safe as they use the trails, bridges and other park amenities.

The lowest responsive and responsible bid was submitted by North Rock Construction, LLC, in the amount of \$649,595. There were a total of 14,258 vendors notified of this project. Four complete bids were received for the project as shown in the attached bid recap.

The project opinion of probable construction cost was \$510,000, which was \$139,595 less than the low bid. Based on the Consultant's evaluation and discussions with the contractors, it appears the limited project scope, complexity of the project areas, concerns regarding site protection/restoration and current contractor availability have resulted in the higher than expected bid prices.

The project was bid initially with zero bids received. It is not believed a rebid will result in a lower bid price. There is funding available to award this project to North Rock Construction, LLC, for \$649,595.

This project will stabilize erosion, restore safety and reduce maintenance costs. If this project is not awarded, the current eroded areas will continue to deteriorate along trails, bridges and park amenities, resulting in unsafe user conditions, increased maintenance costs and more expensive repairs in the future.

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
Bid Recap	9/6/2019	Bid Recap
Location map	9/17/2019	Map

CITY OF PLANO

RFB CIP

Bid No. 2019-0111-B

**Erosion Control – Legacy Trail, Russell Creek,
Oak Point Trail
Project No. 6783**

Bid Recap

Bid Opening Date/Time: July 31, 2019, at 1:00 PM (CST)

Number of Vendors Notified: 14,258

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 4

<u>Vendor:</u>	<u>Total Bid</u>
North Rock Construction, LLC	\$649,594.08
Iron T. Construction, Inc.	\$680,000.00
Stoic Civil Construction, Inc.	\$859,000.00
Joe Funk Construction, Inc.	\$1,478,367.20

Recommended Vendor:

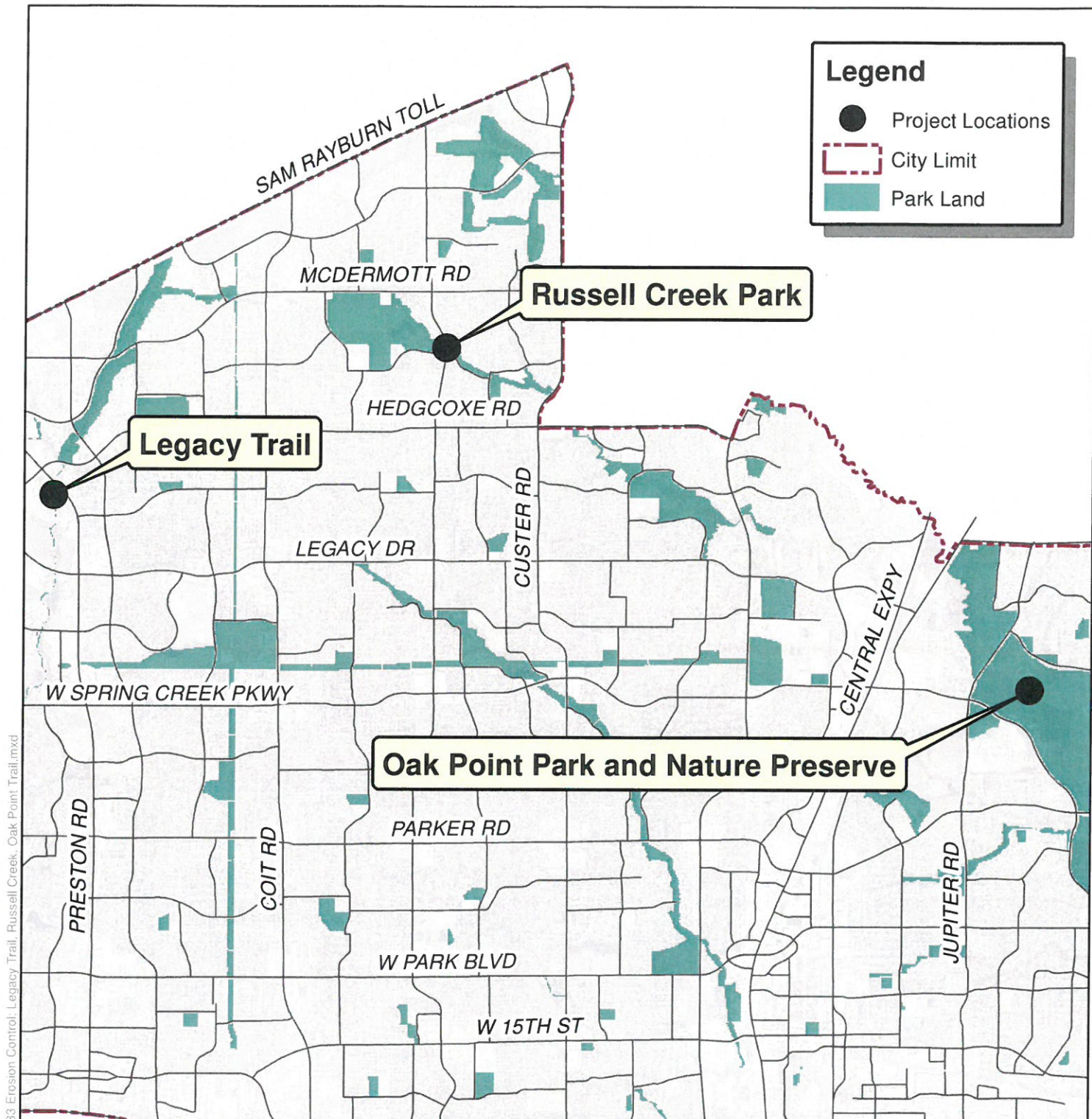
North Rock Construction, LLC	\$649,594.08
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Lauren Higgins

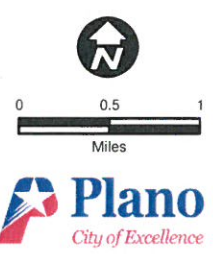
Lauren Higgins, Contract Administrator

July 31, 2019

Date



TinaB 8/6/2019 L:\worduser\MXDs\Location Maps\6783 Erosion Control- Legacy Trail, Russell Creek, Oak Point Trail.mxd

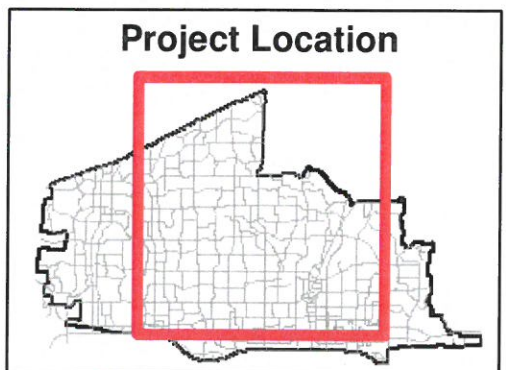


City of Plano Park Planning Division
8/6/2019

Location Map

Erosion Control - Legacy Trail, Russell Creek, Oak Point Trail

Project No. 6783





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

RFB No. 2019-0407-B for Stoney Hollow Park Improvements, Project No. 6963, for the Parks and Recreation Department to Joel Brown & CO., LLC dba J.B. & Co., LLC in the amount of \$662,550; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,411,004	2,650,038	1,730,000	5,791,042
Encumbered/Expended Amount	-1,411,004	-2,517,069	-300,000	-4,228,073
This Item	0	0	-662,550	-662,550
Balance	0	132,969	767,450	900,419

FUND(S): Park Improvements CIP, Municipal Drainage CIP

COMMENTS: Funding for this item is programmed in the Proposed 2019-20 Park Improvements CIP and Municipal Drainage CIP. Construction of the Stoney Hollow Park Improvements project, in the amount of \$662,550, will leave a total balance of \$900,419 available for future projects to improve parks and address creek erosion.

SUMMARY OF ITEM

PROJECT BACKGROUND

The Parks and Recreation Department accepted bids on May 14, 2019 for the Stoney Hollow Park Improvements Project. The project includes drainage improvements, trail construction, lighting, tree

planting, irrigation, and site furnishing amenities for Stoney Hollow Park as requested by adjacent residents. The project will also address and correct the pond overflow structure and grading on the pond dam. Currently in a flood event the pond overflow does not perform as designed and is in need of correction.

PROCESS & AWARD

The lowest responsive and responsible bid was submitted by Joel Brown & CO., LLC dba J.B. & Co., LLC, in the amount of \$662,550. There were a total of 2,450 vendors notified of this project. 6 complete bids were received for the project as shown in the attached bid recap.

IMPACT

The benefit of this project is twofold. It satisfies the adjacent community's long-standing request for lighting, tree planting, and seating. It also corrects the pond overflow structure and surrounding grading. This correction will prevent a more costly solution for repair to the pond dam in the future. If this project is not awarded, the community request for improvements will go unfulfilled and the pond dam will continue to experience flooding and damage.

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
Bid Recap	9/12/2019	Bid Recap
Location Map	7/29/2019	Map

CITY OF PLANO

RFB CIP

Bid No. 2019-0407-B

Stoney Hollow Park Improvements

Project No. 6963

Bid Recap

Bid Opening Date/Time: May 14, 2019, at 2:00 PM (CST)

Number of Vendors Notified: 2,450

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 6

<u>Vendor:</u>	<u>Total Bid</u>
Joel Brown & CO. LLC dba J.B. & Co., LLC	\$ 662,550.15
North Rock Construction, LLC	\$ 692,474.13
Northridge Construction Group, LLC	\$ 710,904.93
Denco CS Corp	\$ 715,905.10
DDM Construction Corporation	\$ 758,113.20
HQS Construction, LLC	\$ 933,493.59

Recommended Vendor:

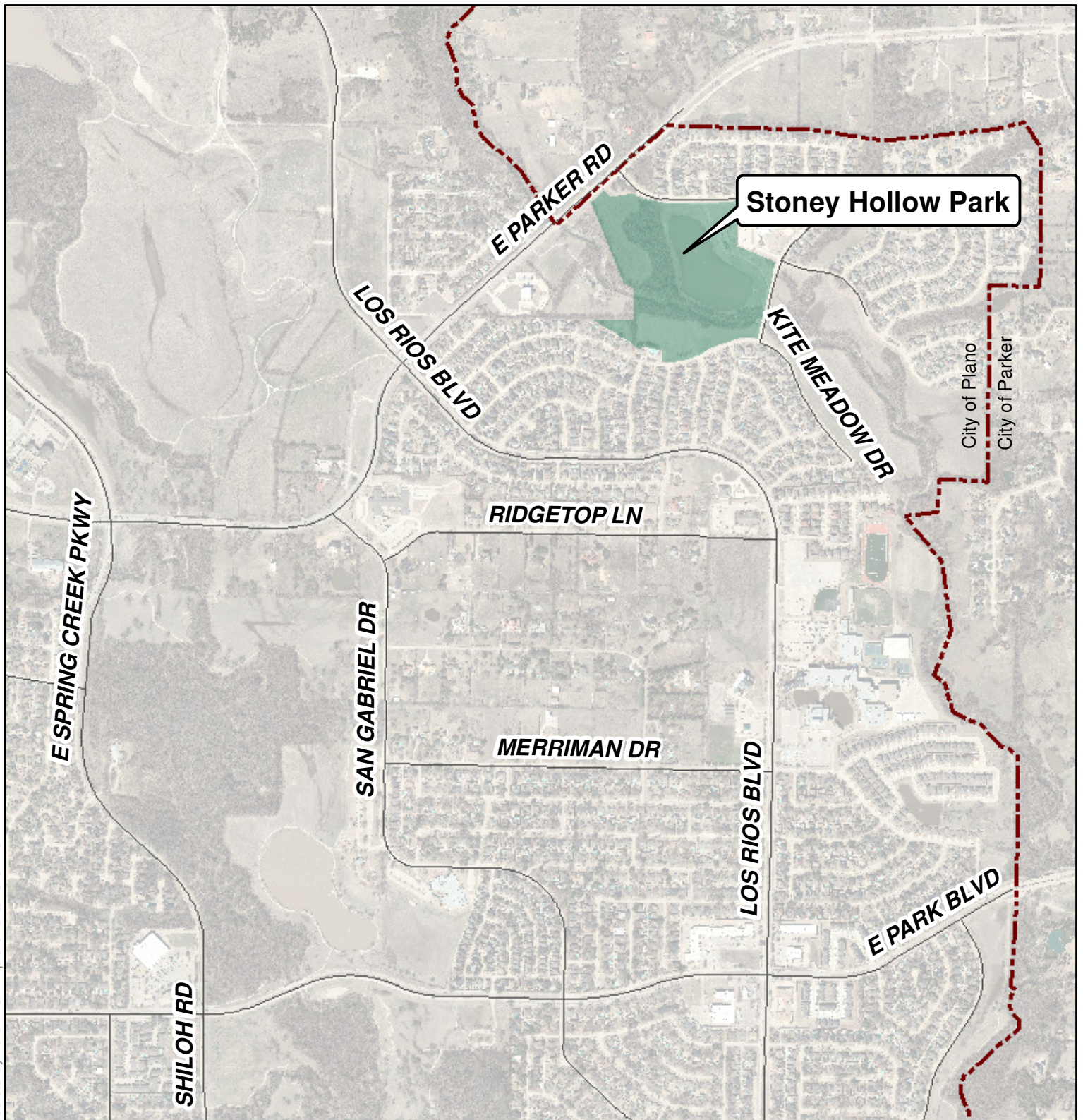
Joel Brown & CO. LLC dba J.B. & Co., LLC	\$ 662,550.15
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Stephanie Shaffer

Stephanie Shaffer, Contract Administrator

July 26, 2019

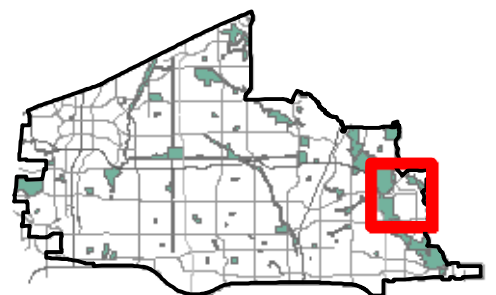
Date



City of Plano Park Planning Division
6/25/2019

Location Map
**Stoney Hollow Park
Improvements**
Project Number: 6963

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Angie Morales x7169

CAPTION

RFB No. 2019-0352-B for Animal Shelter Fence Replacement to Swift Corporation, LLC in the amount of \$68,000; 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	644,559	347,644	0	992,203
Encumbered/Expended Amount	-644,559	-267,857	0	-912,416
This Item	0	0	-68,000	-68,000
Balance	0	79,787	-68,000	11,787

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget and will be carried forward to 2019-20. Replacement of the fence at the Animal Shelter, in the amount of of \$68,000, will leave a balance of \$11,787 for expenditures on this or other facility maintenance projects.

SUMMARY OF ITEM

Please See Recommendation Memo

Strategic Plan Goal:

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

Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	9/12/2019	Memo
Bid Recap	9/12/2019	Bid Recap

Date: September 4, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Animal Shelter Fence Replacement – Bid #2019-0352-B

I have reviewed the bids submitted for the fence replacement at the Animal Shelter. I recommend award to the lowest responsive, responsible bid, which is a Base Bid from Swift Corporation, LLC for \$64,000.00 and Alternate No. 1 \$4,000.00 for a total contract amount of \$68,000.00.

Additional bids were submitted by Concord Commercial Services, Inc. with a Base Bid amount of \$67,971.00 and Alternate No. 1 \$1,947.00 for a Total Bid amount of \$69,918.00 and Falkenberg Construction Co. Inc. with a Base Bid amount of \$97,683.00 and Alternate No. 1 \$2,100.00 for a Total Bid amount of \$99,783.00. One bid was withdrawn due to an error.

The existing fence at the Animal Shelter is at the end of its life expectancy and has deteriorated such that replacement is needed in order to maintain the safety of the animals.

The funding for the project is in the Capital Maintenance Fund Account #54425.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Michael Parrish
Angie Morales
Jamey Cantrell

CITY OF PLANO

RFB No. 2019-0352-B

Animal Shelter Fence Replacement

Bid Recap

Bid Opening Date/Time: June 13, 2019, at 2:00 PM

Number of Vendors Notified: 2,560

Vendors Submitting “No Bids”: 0

Number of Bids Withdrawn: 1

Number of Bids Submitted: 3

<u>VENDOR NAME</u>	<u>BASE BID</u>	<u>ALT NO. 1</u>	<u>TOTAL BID</u>
Swift Corporation, LLC	\$64,000.00	\$4,000.00	\$68,000.00
Concord Commercial Services, Inc.	\$67,971.00	\$1,947.00	\$69,918.00
Falkenberg Construction Co., Inc.	\$97,683.00	\$2,100.00	\$99,783.00

<u>RECOMMENDED VENDOR</u>	<u>TOTAL BID</u>
Swift Corporation, LLC	\$68,000.00

Angie Morales

Angie Morales, Buyer II

August 29, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Angie Morales x7169

CAPTION

CSP No. 2019-0037-B for Fleet Services Security Gate Replacement to Swift Corporation, LLC in the amount of \$83,442; 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	439,124	128,882	0	568,006
Encumbered/Expended Amount	-439,124	-3,246	0	-442,370
This Item	0	0	-83,442	-83,442
Balance	0	125,636	-83,442	42,194

FUND(S): Service Center Facilities CIP, Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Service Center Facilities CIP and the 2018-19 Capital Maintenance Fund Budget. Replacement of the security gate at the Fleet Services Center, in the amount of \$83,442, will leave a balance of \$42,194 available for expenditures on this or other facility maintenance projects.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	9/9/2019	Memo
CSP Recap	9/9/2019	CSP Recap

Date: September 4, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Fleet Services Security Gate Replacement – Bid #2019-0037-B

I have reviewed the sole bid submitted for the gate replacement at Fleet Services. I recommend award to the sole bid which is Swift Corporation, LLC, for \$83,442.00.

The existing security gate at Fleet Services is at the end of its life expectancy and has deteriorated such that replacement is needed in order to maintain the safety of the property.

The funding for the project is in the Capital Maintenance Fund Account #54430.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Michael Parrish
Angie Morales
Gerald Cosgrove

CITY OF PLANO

CSP No. 2019-0037-B

Fleet Services Security Gate Replacement

CSP Recap

Proposal Opening Date/Time: June 26, 2019, at 2:00 PM

Number of Vendors Notified: 3,236

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 1

VENDOR NAME

PROPOSAL

Swift Corporation, LLC

\$83,442.00

RECOMMENDED VENDOR

AMOUNT

Swift Corporation, LLC

\$83,442.00

Angie Morales

Angie Morales, Buyer II

August 29, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Dave Leong x 7251

CAPTION

RFB No. 2019-0591-B for New Traffic Signals, Project No. 7163, for the Engineering Department to Durable Specialties, Inc. in the amount of \$1,483,260; 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	966,579	2,200,000	400,000	3,566,579
Encumbered/Expended Amount	-966,579	-246,425	0	-1,213,004
This Item	0	0	-1,483,260	-1,483,260
Balance	0	1,953,575	-1,083,260	870,315

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 and 2019-20 Street Improvement CIP. Construction services for the New Traffic Signals project, in the amount of \$1,483,260, will leave an available balance of \$870,315 for future traffic signalization project expenditures.

SUMMARY OF ITEM

The Engineering Department accepted bids on August 21, 2019 for the New Traffic Signals, Project No. 7163. The project includes the construction of seven (7) new traffic signals in the City.

The lowest, responsive, responsible bid was submitted by Durable Specialties, Inc., in the amount of

\$1,483,260. There were a total of 2,763 vendors notified of the project. Two (2) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, traffic safety and longer cross-street delay issues will continue to exist at these intersections.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	9/17/2019	Bid Recap
Location Map	8/29/2019	Map

CITY OF PLANO

RFB CIP Bid No. 2019-0591-B New Traffic Signals Project No. 7163

Bid Recap

<u>Bid Opening Date/Time:</u>	August 21, 2019, 10:00 AM
<u>Number of Vendors Notified:</u>	2,763
<u>Vendors Submitting "No Bids":</u>	0
<u>Number of Non-Responsive Bids Submitted:</u>	0
<u>Number of Responsive Bids Submitted:</u>	2

<u>Vendor:</u>	Total Bid
Durable Specialties, Inc.	\$ 1,483,260.00
Mels Electric, L.P.	\$ 1,566,118.20

Recommended Vendor:

Durable Specialties, Inc.	\$ 1,483,260.00
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Dave Leong

Dave Leong, Contract Administrator

21 August, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of two (2) Flatbed Trailers with Air Ramps for Fleet Services to be utilized by Utility District 1 in the amount of \$55,592 from Interstate Trailers, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 516-16)

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	61,600	0	61,600
Encumbered/Expended Amount		0	0	0	0
This Item		0	-55,592	0	-55,592
BALANCE		0	6,008	0	6,008

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase two (2) Flatbed Trailers with Air Ramps for the scheduled replacements of units 98146 and 05563 in Cost Center 766 / Utility District 1. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 516-16 / City of Plano Internal Contract No. 2019-0668-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	9/11/2019	Memo
Cooperative Quote Recap	9/11/2019	Cooperative Quote Recap

Date: September 9, 2019

To: Mark D. Israelson, City Manager

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

Subject: Flatbed Trailers with Air Ramps Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Flatbed Trailers with Air Ramps in the amount of \$55,592.00 from Interstate Trailers, Inc. through BuyBoard Contract No. 516-16. Fleet Services and Purchasing have reviewed multiple Cooperative Contracts and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY18-19 for units 98146 Trailer, Implement Transport, 2 axle and 05563 Trailer, Gooseneck in Cost Center 766 Utility District 1. Due to operational demands, it is necessary to purchase at this time.

The purchase of these units is necessary for the following reasons:

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

CITY OF PLANO
SOLICITATION NO. 2019-0668-O
TWO (2) FLATBED TRAILERS WITH AIR RAMPS
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 3

Number of Vendors Submitting "No Bids": 1

Number of Quotes Deemed Non-responsive: 2

Number of Responsive Quotes Received: 1

Interstate Trailers, Inc. BuyBoard Contract No. 516-16

\$ 55,592.00

Recommended Vendor:

Interstate Trailers, Inc. BuyBoard Contract No. 516-16

\$ 55,592.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 9, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of two (2) Tractors with Turf Tires and Canopies for Fleet Services to be utilized by Sports Turf Maintenance Services in the amount of \$96,685 from United Ag and Turf through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. GR01-18) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	131,600	0	131,600
Encumbered/Expended Amount		0	0	0	0
This Item		0	-96,685	0	-96,685
BALANCE		0	34,915	0	34,915

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase one (1) 65 Horsepower Tractor with Turf Tires and Canopy and one (1) 110 Horsepower Tractor with Turf Tires and Canopy for the scheduled replacement of units 02143 and 08172 in Cost Center 647 / Sports Turf Maintenance Services. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. GR01-18 / City of Plano Internal Contract No. 2019-0663-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	9/11/2019	Memo
Cooperative Quote Recap	9/11/2019	Cooperative Quote Recap

Date: September 5, 2019

To: Mark D. Israelson, City Manager

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

Subject: Tractors with Turf Tires and Canopies Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) 65 Horsepower Tractor with Turf Tires and Canopy in the amount of \$29,601.16 and one (1) 110 Horsepower Tractor with Turf Tires and Canopy in the amount of \$67,083.50 from United Ag and Turf through HGAC Contract No. GR01-18. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY18-19 for units 02143 and 08172 Tractor in Cost Center 647 Sports Turf Maintenance Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of these units is necessary for the following reasons:

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

CITY OF PLANO
SOLICITATION NO. 2019-0663-O
TRACTORS WITH TURF TIRES AND CANOPIES
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Number of Quotes Received: 4

Line Item 1 – One (1) 65 Horsepower Tractor with Turf Tires and Canopy:

John Deere 5065E Utility Tractor from United Ag and Turf via HGAC Contract No. GR01-18	\$ 29,601.16
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John Deere 5065E Utility Tractor from United Ag and Turf via BuyBoard Contract No. 529-17	\$ 29,772.27
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Line Item 2 – One (1) 110 Horsepower Tractor with Turf Tires and Canopy:

John Deere 6110M Open Operator Station Tractor from United Ag and Turf via HGAC Contract No. GR01-18	\$ 67,083.50
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John Deere 6110M Open Operator Station Tractor from United Ag and Turf via BuyBoard Contract No. 529-17	\$ 68,482.71
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Recommended Vendor:

United Ag and Turf HGAC Contract No. GR01-18	Line Item 1	\$ 29,601.16
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United Ag and Turf HGAC Contract No. GR01-18	Line Item 2	<u>\$ 67,083.50</u>
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Total Award		\$ 96,684.66
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 9, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Library

Department Head: Libby Holtmann

Agenda Coordinator: Dorothy Kibler

CAPTION

To approve the purchase of library materials including books, books-on-CD, compact discs, DVDs and Playaways for Plano Public Library (PPL) in the estimated amount of \$1,080,000 from Midwest Tape LLC \$240,000, Ingram Library Services LLC \$70,000, Findaway World LLC \$70,000, Brodart \$150,000, and Baker & Taylor \$550,000, through an existing contract with the State of Texas; and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	1,439,385	1,439,385
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-1,080,000	-1,080,000
Balance	0	0	359,385	359,385

FUND(S): 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. The estimated future annual amount to be spent in FY 2019-20 is \$1,080,000, which will be made within approved budget appropriations. Remaining balance will be used for other Library Administration purchases.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (State of Texas Contract No. 715-M2 and the City of Plano No. 2018-0544-C)

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo from Libby Holtmann	9/4/2019	Memo

Date: September 3, 2019

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

From: Libby Holtmann, Library Director 

Subject: Award Recommendation for Midwest Tape LLC, Ingram Library Services LLC, Findaway World LLC, Brodart, and Baker & Taylor

Please request City Council to approve the purchase of library materials including books, books-on-CD, compact discs, DVDs and Playaways for Plano Public Library (PPL) in the estimated amount of \$1,080,000 from Midwest Tape LLC \$240,000, Ingram Library Services LLC \$70,000, Findaway World LLC \$70,000, Brodart \$150,000, and Baker & Taylor \$550,000 through an existing contract with the State of Texas and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2)

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (State of Texas Contract No. 715-M2 and the City of Plano No. 2018-0544-C)

These vendors are key book and media jobbers providing libraries with quality material for public consumption. They provide discounted materials in a timely manner in which Plano residents have become accustomed. The impact of not granting this request would affect the quality and relevance of the overall library collection.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Angie Morales x7169

CAPTION

To approve the purchase of Enfield Park Maintenance Furniture in the amount of \$56,636 from McKinney Office Supply, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 584-19, OMNIA Partners Contract No. R142208) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	128,655	0	128,655
Encumbered/Expended Amount	0	0	0	0
This Item	0	-56,636	0	-56,636
Balance	0	72,019	0	72,019

FUND(S): General Fund

COMMENTS: Funding for this request is available in the 2018-19 Park Athletics Budget. This item is to approve the purchase of furniture from McKinney Office Supply, Inc., in the amount of \$56,636, which will leave a remaining balance of \$72,019 in the 2018-19 Park Athletics Budget for other 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.(BuyBoard Contract No. 584-19, OMNIA Partners Contract No. R142208, City of Plano Contract

No. 2019-0555-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	9/12/2019	Memo
Cooperative Quote Recap	9/12/2019	Cooperative Quote Recap

Date: September 4, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Enfield Park Maintenance Furniture – Bid #2019-0550-O

I have reviewed the bids submitted for furniture at Enfield Park Maintenance. I recommend award to the lowest responsive, responsible bid which is McKinney Office Supply, Inc., for \$56,636.40.

Additional bids were submitted by Business Interiors for \$69,494.99; Texas Furniture Source for \$61,091.78 and Wilson Office Interiors for \$73,083.24.

This is a new building that is in need of furniture to allow staff to move in and perform their daily routines.

The funding for the project is in Account #636-6208.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Ed Voss
Matt Yager
Michael Parrish
Jessica Walden



Quote No. 2019-0555-O

Enfield Park Maintenance Furniture

Cooperative Quote Recap

Quote Due Date/Time: August 7, 2019 at 12:00 PM

Number of Vendors Contacted: 5

Vendors Submitting "No Bids": 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 4

<u>VENDOR NAME</u>	<u>AMOUNT</u>
McKinney Office Supply, Inc.	\$56,636.40
Texas Furniture Source, Inc.	\$61,091.78
Business Interiors	\$69,494.99
Wilson Office Interiors	\$73,083.24

<u>RECOMMENDED VENDOR</u>	<u>AMOUNT</u>
McKinney Office Supply, Inc.	\$56,636.40

Angie Morales

Angie Morales, Buyer II

September 12, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Earl Whitaker (Ext. 7074)

CAPTION

To approve an increase to the current awarded contract amount of \$1,500,000 by \$200,000, for an estimated total contract amount of \$1,700,000, for Cloud Services from Amazon Web Services, Inc. for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2733; Modification No. 1) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	100,000	100,000	200,000
Balance	0	100,000	100,000	200,000

FUND(S): Technology Services Fund

COMMENTS: Funding for this item was initially approved in the total amount of \$1,500,000 on 9/24/2018 (\$250,000 in 2018-19; \$275,000 in 2019-20; \$300,000 in 2020-21; \$325,000 in 2021-22; and \$350,000 in 2022-23). Approval of this item will authorize additional funding in the amount of \$100,000 in both 2018-19 and 2019-20 for a total increase of \$200,000. The additional funding needed in 2018-19 will come from savings in other operating accounts. The additional funding needed in 2019-20 will be allocated in the 2019-20 Technology Services Re-Estimate Budget to cover this deficit.

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	9/10/2019	Memo

Date: Friday, August 30, 2019

To: Shelli Siemer, Deputy City Manager

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

From: Chris Chiancone, Chief Information Officer

Subject: Amazon Web Services Expenditure Modification

As part of the continuing NextGen program developed to reduce risk, modernize technology, increase productivity, decrease cost, and leverage redundancy; the City of Plano has implemented technologies to both reduce our on premise footprint and allow for seamless integration into cloud service offerings. As part of this program, the City currently utilizes cloud services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions via the Texas DIR Contract (DIR-TSO-2733) with Amazon Web Services (AWS), which has been reviewed and approved by the Legal department to be utilized by the Technology Services department.

The City of Plano currently utilizes several of the available services within the AWS platform, but most importantly, AWS serves as the off-site location of all server and file backups with direct integration into our backup and recovery solution providing the ability to instantly recover systems into a cloud data center in the event of an emergency.

On September 24, 2018, City Council approved a five (5) year contract with AWS in the estimated total amount of \$1,500,000. AWS annual estimated expenditures are budgeted for each year based on utilization and planned usage. For FY18-19, we originally planned to budget \$250,000 towards AWS Cloud Services; however, due to overlap of aging off previous backup solution while onboarding our new backup solution, this fiscal year's usage has exceeded our estimated \$250,000. Technology Services is requesting the approval of an additional \$100,000 for AWS expenditures for the remainder of FY18-19. This amount is currently available within our existing FY18-19 operating expenditure budget. We would also like to increase the FY19-20 estimated expenditure from \$275,000 to \$375,000 to allow for potential growth demand based on operations. AWS is a pay as you grow model, so we may not end up utilizing all of these funds and will evaluate and re-estimate on a regular basis to adjust funds in this account.

AWS currently houses over half of a petabyte of archived backups at a fraction of the cost of tape library hardware, tapes, maintenance and secure off-site storage contracts that would be required if not for its use. Our modernized backup solution greatly reduces the amount of time and labor required to recover from disasters reducing overall risk of impact to critical City services and functions in the event of a disaster or cyber-attacks such as the ransomware attack that recently hit 23 Texas agencies. If not awarded, the City would need to procure hardware, contracts, and professional services to transition this large amount of data to on-premise hardware and would be at a higher risk of delayed recovery or the inability to recover in the event of a disaster.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Earl Whitaker (Ext. 7074)

CAPTION

To approve an expenditure for CAD Mobile Licenses to include first year of maintenance in the amount of \$282,786 from TriTech Software Systems for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	433,603	1,775,897	0	2,209,500
Encumbered/Expended Amount	-433,603	-778,174	0	-1,211,777
This Item	0	-282,786	0	-282,786
Balance	0	714,937	0	714,937

FUND(S): Technology Improvements CIP and Traffic Safety Fund

COMMENTS: This request is to purchase CAD Mobile licenses in the total amount of \$282,786 from TriTech Software Systems. Partial funding is available in the 2018-19 Technology Improvements CIP Fund, in the amount of \$132,786, which will leave a current year balance of \$671,764 for other project expenditures. The additional \$150,000 for this item is available in the 2018-19 Traffic Safety Fund, which will leave a remaining balance of \$43,173.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract

No. 2019-0697-X).

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	9/17/2019	Memo

Date: September 9, 2019

To: Mark D. Israelson, City Manager

From: Chris Chiancone, Director of Technology Services

Subject: Purchase Recommendation for Mobile CAD Licenses

On August 12th, 2019 the Plano City Council approved the purchase of new mobile data routers and laptops for the public safety departments. Since this included laptops for all sworn police officers instead of one per vehicle as has been done previously, the maximum number of devices that can connect to our CAD system has increased and must be licensed appropriately. We are also adding a small number of licenses for an increase in the fire department vehicles with CAD capabilities.

There are several benefits to this license expansion:

- Laptops issued to one person historically have less issues than those shared amongst multiple users due to the amount of profiles and preference changes made.
- Officers will be able to have full use of their assigned laptops even when they are not operating from a vehicle such as School Resource Officers or Overtime assignments. Currently these officers must communicate with dispatch solely over radio or phone and do not have visibility of previous call history or other notes on a call for service.
- Should a large-scale disaster occur in the City of Plano, our on-duty officer count that have full CAD connectivity would be able to expand beyond current vehicle limitations.

The CAD Mobile Licensing needed to accommodate the increase is only available from TriTech Software Systems as a sole-source purchase in the amount of \$282,786.00 which includes the first year of maintenance and the following:

- Inform Mobile Base Position – We are adding eight additional licenses for expansion in the number of fire vehicles that need licenses.
- Inform Mobile Base Position with CJIS/NCIC Forms – We are adding 191 additional licenses for the police department laptops.
- Inform Mobile Mapping – There is a licensing fee for all 199 licenses being added for mobile mapping and call routing capabilities.
- Inform Mobile Server Software – Our current mobile server is licensed for a maximum of 250 connections and this will increase our maximum capacity to 500 licenses.

If this project is not approved it will limit the number of personnel that can be sign onto CAD. The Mobile CAD licensing is done per device so it would require constant manual moving of licenses between devices in order to ensure whoever is on duty has a license available to them.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve an expenditure for one (1) Fuel Service Truck in the amount of \$265,000 from Collin County for Fleet Services; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	175,000	0	175,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-265,000	0	-265,000
BALANCE		0	-90,000	0	-90,000

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase one (1) Fuel Service Truck as a New Addition in Cost Center 342 / Fleet Services. The additional funds needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(12)(C). (City of Plano Internal Contract No. 2019-0666-X)
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	9/11/2019	Memo

Date: September 5, 2019

To: Mark D. Israelson, City Manager

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

Subject: Fuel Service Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Fuel Service Truck in the amount of \$265,000.00 from Collin County. Collin County has offered the unit for sale after identifying it as an underutilized asset due to changes in business operations. This price represents a savings of \$131,000.00 over the original manufacturer project estimate of \$396,000.00.

This unit is an approved new addition from the Capital Outlay List for FY18-19 Supplement Number 342002 in Cost Center 342 Fleet Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of this unit is necessary for the following reasons:

1. This unit will provide additional fuel storage capacity and fuel mobility during emergencies. This unit will allow Fleet Services to transfer fuel from fueling stations to emergency generators located throughout the City during emergency incidents. Also, the unit will be used to transport fuel from other locations to the City in the event of fuel shortages. The unit will also be used as a mobile fueling station to support Police and Fire in the field during emergency incidents.
2. This unit will be used to periodically rotate unused fuel stored in emergency generator tanks throughout the City. The emergency generators run on diesel fuel. Federal regulations have required the reduction of sulfur levels in off-road diesel. Fuel with low sulfur content is vulnerable to bacterial growth that over time damages equipment and renders the fuel unusable. Fleet Services will use this unit to periodically rotate unused fuel stored in emergency generator tanks to Compost Operations fuel storage tanks in which the fuel will be quickly used before it deteriorates.
3. If this unit is not purchased, Fleet Services will not be able to provide additional fuel storage capacity and fuel mobility during emergency incidents. Fleet Services would not be able to rotate fuel supplies throughout the City leading to wasted fuel inventory.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Library

Department Head: Libby Holtmann

Agenda Coordinator: Linda Wilson (x4208)

CAPTION

To approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality from OverDrive, Inc. for Plano Public Library (PPL) under a two (2) year contract with one (1) two-year City optional renewal, in an estimated annual amount of \$500,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	2,000,000	2,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-2,000,000	-2,000,000
Balance	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This agreement approves a two-year contract with (1) two-year City optional renewal. Assuming all future year options are exercised, the estimated future year amount totals \$2,000,000 (\$500,000 each in FY's 2019-20 thru 2022-23). All funding will be subject to approved budget appropriations in each fiscal year listed.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract

No. 2019-0684-X)

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo from Libby Holtmann	9/5/2019	Memo

Date: September 3, 2019

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

From: Libby Holtmann, Library Director 

Subject: Award Memo for OverDrive, Inc. 2019-0684-X

Please request City Council to approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality from OverDrive, Inc. for Plano Public Library (PPL) under a two (2) year contract with (1) two-year City optional renewal, in an estimated annual amount of \$500,000; and authorizing the City Manager to execute all necessary documents.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2019-0684-X)

OverDrive is a major distributor of eBooks and eAudio. The impact of not granting this request would be no eBooks or eAudio availability to library patrons.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an expenditure for Engineering Professional Services Agreement for 2019 Drainage Improvements, Project No. 7156, in the amount of \$273,300 from Halff Associates, Inc. for the Engineering 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	1,030,000	1,050,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-273,300	-273,300
Balance	0	20,000	756,700	776,700

FUND(S): Municipal Drainage CIP

COMMENTS:

Funding for this item is available in the 2018-19 and 2019-20 Municipal Drainage CIP. Professional design services for the 2019 Drainage Improvements project, in the amount of \$273,300, will leave a project balance of \$776,700 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$273,300 for engineering professional services from Halff Associates, Inc., for the 2019 Drainage Improvements

Project No. 7156. This project includes miscellaneous drainage improvements at seven (7) sites at various locations in the City of Plano. These locations include 2521 Timber Cover Lane, 2912 Macao Place, the City of Plano Senior Recreation Center, located at 401 W. 16th Street, 6512 Old Gate Road, 3429 18th Street, 7521 Benelux Court and 3532 Canoncita Lane. The total expenditure is for \$273,300.

Halff Associates, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes repairing existing damaged drainage infrastructure, providing streambank stabilization along eroded properties, and installing new drainage infrastructure to relieve flood prone areas.

Not approving the expenditure would result in continued deterioration of existing drainage infrastructure ultimately leading to failure, continued erosion around existing drainage infrastructure threatening existing roadways and adjacent properties, continued maintenance and associated costs, and decreased quality of life for residents.

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	9/6/2019	Map



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an expenditure for architectural design services in the amount of \$593,943 from Komatsu Rangel, Inc. dba Komatsu Architecture for the expansion and renovation of Davis Library; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	5,020,000	5,170,000
Encumbered/Expended Amount	0	-126,543	0	-126,543
This Item	0	0	-593,943	-593,943
Balance	0	23,457	4,426,057	4,449,514

FUND(S): Library Facilities CIP

COMMENTS: Funding for this item is available in the 2019-20 Library Facilities CIP. This professional architectural services agreement for the second phase of the Davis Library Expansion and Renovation, in the amount of \$593,943, will leave a project balance of \$4,449,514 available for future project expenditures.

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:


Built Environment, Social Environment


ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	9/12/2019	Memo

Date: September 23, 2019

To: Mark D. Israelson, City Manager

Via: B. Caleb Thornhill, Director of Engineering 

From: Jim Razinha, Facilities Division Manager 

Subject: Recommendation of Architectural Services Agreement for Design Services
Davis Library Expansion and Renovation, Design Phase 2 (Project No. 7079)

Through RFQ 2018-0380-X, the City selected Komatsu Architecture for the design of the Davis Library Expansion and Renovation. Staff determined that the initial agreement should be for programming and schematic design only, to best determine the scope of the project attainable within the budget constraints; and the City and Komatsu Architecture entered an agreement on January 4, 2019, for the work.

After extensive programming and schematic concepts, staff and the consultant determined the best course of action to complete the project. Staff requested Komatsu Architecture submit their proposal for the scope and fees for the remaining full design and construction administration of the subject project, and also consultant services to correct Americans with Disabilities Act deficiencies identified in the City of Plano ADA Transition Plan for the site but outside the scope of the original project.

This agreement provides for the design development, construction documents and construction administration for the interior renovations of Davis Library and expansion into the Joint Use Facility which will meet the citizens approved program in the 2017 Bond Referendum. Staff agrees that the fee of \$593,943 is reasonable for the work and recommends approval to continue design and complete the project.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the City of Lucas for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20 thru 2023-24	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	132,600	132,600
Balance	0	0	132,600	132,600

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Lucas will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Lucas will pay an estimated \$26,520 annually, resulting in a total revenue estimate of \$132,600 over a five year period. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio

Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with the City of Lucas. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Agenda Memo	8/6/2019	Attachment
Lucas ILA	8/6/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and the City of Lucas for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen (cities) and the City of Lucas entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and Lucas expires in at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA will be automatically renewed annually without expiration for a total of five (5) years, allowing either Party to terminate the agreement at any time with a one (1) year termination notice.

Process and Approval Justification

The updated ILA went first to the City Councils of Lucas and Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and the City of Lucas greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$26,520.00. Rates may increase in the following four (4) years.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen (“the Cities”)** acting herein by and through its duly authorized City Manager, and **City of Lucas (“USER”)**, acting herein by and through its duly authorized City Manager, individually referred to as a “party,” collectively referred to herein as the “parties.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

3. **COMPENSATION**

USER shall remit payment to the City of Plano in the amount and manner set forth in **Exhibit A**.

4. **LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. **INDEPENDENT ENTITY**

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as agent, representative or employee of the cities of Plano and Allen. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the cities of Plano and Allen, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the Cities and **USER**.

6. **NON-APPROPRIATION OF FUNDS**

The Cities and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. **RIGHT TO AUDIT**

USER agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to

examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the Cities shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Cities shall give **USER** reasonable advance notice of intended audits.

8. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the Cities. Which such right shall be granted solely at the discretion of the Cities. Any assignment in violation of this provision shall be void.

9. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither Cities nor **USER** waives or surrender any of its governmental powers or immunities.

11. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Cities as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the Cities, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the Cities in writing of such requirement in sufficient time to allow the Cities to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the Cities immediately if the

security or integrity of any City Information has been compromised or is believed to have been compromised.

14. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

15. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

City of Lucas
Attn: City Manager
665 Country Club Road
Lucas, TX 75002

16. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Northern District of Texas – McKinney Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

17. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

18. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in

conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

19. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20____.

CITY OF PLANO, TEXAS

BY: _____

Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF ALLEN, TEXAS

See page 7a of 15

APPROVED AS TO FORM:

See page 7a of 15

CITY OF LUCAS, TEXAS

By: _____


Joni Clarke
City Manager

APPROVED AS TO FORM:


Joe Gorfida, 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 municipality, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was
_____, 2019,
ALLEN, TEXAS, a home-rule r

See page 7a of 15

____ day of
e **CITY OF**

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 21 day of May, 2019, by **JONI CLARK**, City Manager, of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, on behalf of such Municipality.




Stacy Henderson

Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this the 14th day of June, 2019.

CITY OF ALLEN, TEXAS

BY:


Eric Ellwanger
Acting City Manager

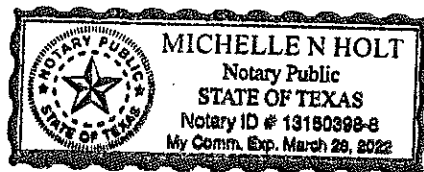
APPROVED AS TO FORM:


Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 14th day of June, 2019,
by **ERIC ELLWANGER**, Acting City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule
municipality, on behalf of such corporation.





Michelle V. Holt
Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done by the City of Plano Radio Shop. The use of any other vendors for this purpose, must be approved by the Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.
7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.
8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.
9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.
10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.
11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.
12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.
13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber

Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group IDs to be used by **USER** based on the capacity of the Master Sites and network traffic.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**'s NMC must be partitioned in a manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for

administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER**'s subscriber unit aliases.

21. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division

shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however,** that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER's** obligation to pay the increased fee.

TERM

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER's** environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT RADIO SYSTEM

Coordinating Committee. Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the

Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

COMPLIANCE WITH LAWS

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meanings set forth below and apply to this Agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating

Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“User Group” – All subscribers utilizing the Joint Radio System microwave network.

[End of Document]



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the City of Murphy for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20 through 2028-29	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	590,040	590,040
Balance	0	0	590,040	590,040

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Murphy will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Murphy will pay an estimated \$59,004 annually, resulting in a total revenue estimate of \$590,040 over a ten year period. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio

Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with the City of Murphy. The agreement is for a one-year term with nine (9) one-year automatic renewals unless one of the parties take action to terminate the agreement. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Murphy Agenda Memo	8/29/2019	Attachment
Murphy ILA	8/29/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and the City of Murphy for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen (cities) and the City of Murphy entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and Murphy expires at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA will be automatically renewed annually without expiration for a total of ten (10) years, allowing either Party to terminate the agreement at any time with a one (1) year termination notice.

Process and Approval Justification

The updated ILA went first to the City Councils of Murphy and Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and the City of Murphy greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$59,004.00. Rates may increase in the following nine (9) years.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen** (“**Cities**” or “**City**” when referred to individually) acting herein by and through its duly authorized City Manager, and **City of Murphy** (“**USER**”), acting herein by and through its duly authorized City Manager, individually referred to as a “**Party**,” collectively referred to herein as the “**Parties**.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives of Plano and Allen, respectively. **USER** shall include all employees, directors, officers, agents, and authorized representatives of **USER**.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **Cities** jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the **Cities** and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER**’s owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use**,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for nine additional years unless otherwise terminated in accordance with the provisions set forth herein and in “Exhibit A”.

3. **COMPENSATION**

USER shall remit payment to the City of Plano in the amount and manner set forth in “Exhibit A”.

4. **LIABILITY**

Each party agrees to be liable for any damages or losses that may be caused by its own negligence, omission or intentional misconduct. For purposes of this section, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. **INDEPENDENT ENTITY**

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as an agent, representative or employee of the **Cities**. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply between the **Cities**, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities** and **USER**.

6. **HOLD HARMLESS**

Each party agrees to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney’s fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

7. NON-APPROPRIATION OF FUNDS

The **Cities** and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and, as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated, without further obligation for payment.

8. RIGHT TO AUDIT

USER agrees that the **Cities** shall, at no additional cost to the **Cities**, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine, at reasonable times, any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the **Cities** shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The **Cities** shall give **USER** reasonable advance notice of intended audits.

9. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the **Cities**. Which such right shall be granted solely at the discretion of the **Cities**. Any assignment in violation of this provision shall be void.

10. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities** nor **USER** waives or surrender any of its governmental powers or immunities.

12. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by all parties.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. TERMINATION

Should circumstances other than those set forth in Exhibit A or otherwise provided in this agreement exist that require one or more Parties to terminate this Agreement, then such termination shall be with the following conditions:

This Agreement may be terminated upon one (1) year advanced written notice from the Party seeking termination to the other Party. The Party terminating this Agreement shall reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees. Notwithstanding the foregoing, no obligations herein shall require the City to levy a tax or create a sinking fund.

15. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** and its officers, agents and employees, agrees that it shall treat all information provided to it by the **Cities** as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the **Cities**, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the **Cities** in writing of such requirement in sufficient time to allow the **Cities** to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities** immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

16. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

17. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission (Fax numbers: Plano 972-941-5088; Murphy 972-468-4213), or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

City of Murphy
Attn: Police Chief
206 N. Murphy Road
Murphy, TX 75094

18. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

19. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

20. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the **Cities** and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

22. COOPERATIVE MANAGEMENT AND DISPUTE RESOLUTION

Problems may arise in the programming of subscriber radios, consoles, and consolettes; and managing microwave paths and undue RF interference; as well as in unexpected areas.

The Plano Radio Division, acting as the operating arm of the Joint Radio System's simulcast system, will fully participate in the resolution of any connectivity issues that may arise during the life of this Agreement. This participation includes the initial implementation of connectivity and

integration of the two networks. The Parties will rely on internal staff, contractors, and vendors, as required, to ensure full functionality of the Joint Radio System's simulcast system platform.

A party will promptly notify the others of any performance concern, problem, or information indicating a possible problem for the Joint Radio System's simulcast system. A party will provide the other parties, and their representatives and experts, with escorted access to any site, location or piece of equipment or infrastructure (where applicable) for an inspection and evaluation of a problem or issue facing the party's simulcast system or simulcast cell. Each party will provide the others with any information or data it may have, including from a radio-system-management server or similar server related to the issue. The parties will promptly exchange with one another their information, reports, results of any inspection or evaluation, expert analyses or recommendations, and proposals for avoiding, improving, or fixing any problem. The Plano Radio Division phone and email contact information shall be provided to **USER** as a first point of contact in order to address such pressing issues. The Plano Radio Division shall also be provided relevant phone and email information in order to respond and coordinate as needed. The parties will use their best efforts to solve a problem quickly. The Plano Radio Division shall respond within one-hour to any report of a system-wide infrastructure outage or priority-restore items at dispatch centers or fire station alerting systems.

In the event of a dispute regarding any aspect of this agreement, the dispute shall be discussed first amongst an assigned Technical Committee designee of **USER**, the City of Plano and the City of Allen in an attempt to seek an informal resolution within five business days of all parties being made aware of such dispute. If an agreement on a solution remains unresolved, then the dispute shall be referred to a joint meeting of representative City and **USER** management of each of the Parties within a reasonable period of time from the initial meeting. If the dispute continues to remain unresolved after this process, the Parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All Parties shall share equally in the costs of a certified mediator and each Party shall be responsible for their own attorney fees.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20 ____.

CITY OF PLANO, TEXAS

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

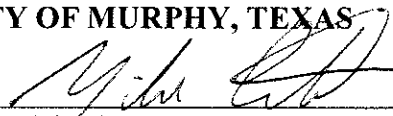
CITY OF ALLEN, TEXAS

BY: _____
Eric Ellwanger
Acting City Manager

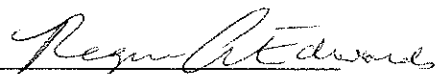
APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

CITY OF MURPHY, TEXAS

By: _____
Michael Castro
City Manager


APPROVED AS TO FORM:


for Wm. Andrew Messer, CITY ATTORNEY

EXECUTED IN MULTIPLE ORIGINALS on this the 28th day of August, 2019.

CITY OF ALLEN, TEXAS

BY:


Eric Ellwanger
City Manager

APPROVED AS TO FORM:

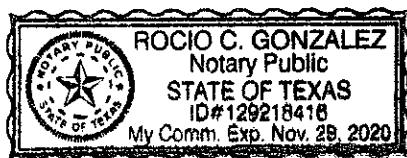

Peter G. Smith, CITY ATTORNEY

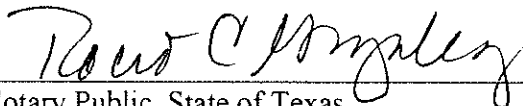
ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the 28th day of August, 2019, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.




Notary Public, State of Texas

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 municipality, on behalf of such corporation.

Notary Public, State of Texas

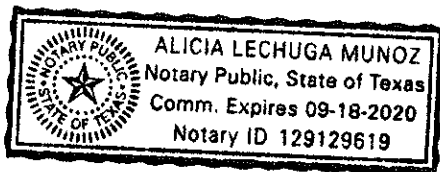
STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2019, by **ERIC ELLWANGER**, Acting City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 3rd day of July, 2019, by **MICHAEL CASTRO**, City Manager, of the **CITY OF MURPHY, TEXAS**, a home-rule municipality, on behalf of such Municipality.



Alicia Lechuga Munoz
Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition of all equipment and ensuring the proper programming and maintenance of all equipment that **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by the Plano Radio Division or an authorized radio repair facility approved by the Plano Radio Division. Any costs incurred for such testing or repair that are not covered by payment of the Infrastructure Support Fee of the will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System. The City of Plano agrees to not enter into a similar agreement with other entities or allow additional users or radios from other entities if it is reasonably calculated to result in the future denial of a reasonable request by **USER** to add new Subscriber Radio equipment.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER's** utilization of data communications on the Joint Radio System will be limited to the Radio System's over-the-air programming ("OTAP") or over-the-air rekeying ("OTAR") functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group IDs to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group IDs to be used by **USER** and to disable Talk Groups IDs as it deems appropriate. The Plano Radio Division will provide no less than 20 Talk Group IDs to **USER**.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER's** sole cost, all components required to connect the NMC to the Joint Radio System. The **USER's** NMC must be partitioned in a manner to limit access to **USER's** own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated

software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including, but not limited to, microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year, however, the annual Infrastructure Support Fee paid for a radio or console that becomes permanently out of service during the year may be applied to the replacement radio or console.

24. Infrastructure Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per Radio or console per month and a \$1.00 per radio/month network access fee for a total of \$33.00 per month per month per radio/console. The monthly per Subscriber Radio support covers access to the primary master site in Plano and the back-up site in Allen, radio programming services by the City of Plano Radio Division, and the following City of Plano Radio Division services cited in the table below.

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

25. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee. If the amount of increase in fees is more than a ten percent (10%) increase per console/radio as compared to the prior fiscal year, **USER** may elect to terminate this agreement by providing not less than thirty (30) days written notice prior to the start of the next billing cycle. In the event **USER** terminates this agreement due to an increase in fees that exceeds ten percent (10%) per console/radio as compared to the prior fiscal year, **USER** shall not be obligated to reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees. Notwithstanding the foregoing, no obligations herein shall require the City to levy a tax or create a sinking fund.

TERM

26. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one (1) year written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due, unless **USER** has disputed the invoiced system fees. If **USER** has disputed the invoiced system fees but paid the undisputed portion of the invoiced system fees, the Plano Radio Division will continue to allow access to the radio infrastructure until resolution of the disputed invoice is complete and a reasonable time thereafter. By paying the undisputed portion of invoiced fees, **USER** is not waiving any claims, privileges, or rights to the disputed portion of the invoiced fees. The Plano Radio Division further reserves the right to terminate this Agreement, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. In the event that the Plano Radio Division denies access to **USER** for an alleged misuse of the Joint Radio System, the Plano Radio Division shall immediately provide **USER** with written notice of the alleged misuse of the system and shall allow **USER** thirty (30) days to correct the default prior to terminating this Agreement. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other

critical incident between the Master Switches and the **USER's** environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible, once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM

27. **Coordinating Committee.** Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Joint Radio System Coordinating Committee, comprised of one (1) Designee from each City, appointed by the respective City Manager of Plano, Allen, and Murphy (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

28. The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. The governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances must approve payment of monies, pursuant to the terms and obligations of this Agreement. Administrative decisions may be made by the Coordinating Committee.

29. The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Communications System Agreement.

30. **Technical Committee.** A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

31. Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

32. End User Group consists of both infrastructure and radio subscribers on the Joint System Radio Network. This group shall consist of a representative from each currently subscribing entity on the Joint System Radio Network. This group will receive regular updates on Joint System Network operations, including upgrades, technical direction and technology changes to the network.

COMPLIANCE WITH LAWS

33. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives,

subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

34. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

35. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

DEFINITIONS

36. The following definitions shall have the meanings set forth below and apply to this Agreement:

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Technical Committee reflects the full range of user types.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio

System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” A committee consisting of representative(s) from each entity utilizing the Plano and Allen Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“End User Group” A group consisting of currently subscribing entities on the Joint System Radio Network that shall receive regular updates on Joint System Network operations, including upgrades, technical direction and technology changes to the network.

[End of Document]



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the City of Parker for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20 through 2023-24	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	144,840	144,840
Balance	0	0	144,840	144,840

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Parker will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Parker will pay an estimated \$28,968 annually, resulting in a total revenue estimate of \$144,840 over a five year period. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio

Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with the City of Parker. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Parker Agenda Memo	8/29/2019	Attachment
Parker ILA	8/29/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and the City of Parker for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen and the City of Parker entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and Parker expires at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA will be automatically renewed annually without expiration for a total of five (5) years, allowing either Party to terminate the agreement at any time with a one (1) year termination notice.

Process and Approval Justification

The updated ILA went first to the City Councils of Parker and Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and the City of Parker greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$28,968.00. Rates may increase in the following four (4) years.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

RESOLUTION NO. 2019-603
(Communication Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PARKER AND THE CITIES OF PLANO AND
ALLEN FOR COMMUNICATION SERVICES.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement for Communication Services; and

WHEREAS, the City of Parker wishes to enter into the ILA for communication services with the Cities of Plano and Allen, attached hereto as Exhibit "A;"

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments.

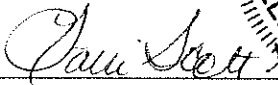
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

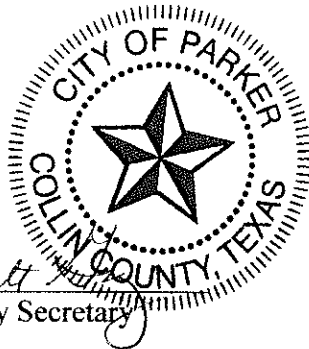
SECTION 1. The Parker City Council does authorize the Mayor to execute the ILA with the Cities of Plano and Allen, attached hereto as Exhibit "A".


SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 18th day of June, 2019.

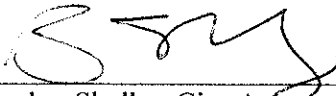
ATTEST:


Patti Scott Grey, City Secretary




Lee Pettie, Mayor

APPROVED TO FORM:


Brandon Shelby, City Attorney

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen (“the Cities”)** acting herein by and through its duly authorized City Manager, and **City of Parker (“USER”)**, acting herein by and through its duly authorized Mayor, individually referred to as a “party,” collectively referred to herein as the “parties.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

This Agreement shall begin upon the last day executed by all authorized Parties ("Execution Date") and shall continue in full force and effect for a period of one year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in "Exhibit A".

3. **COMPENSATION**

USER shall remit payment to the City of Plano in the amount and manner set forth in "Exhibit A".

4. **LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. **INDEPENDENT ENTITY**

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as agent, representative or employee of the cities of Plano and Allen. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the cities of Plano and Allen, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the Cities and **USER**.

6. **NON-APPROPRIATION OF FUNDS**

The Cities and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the Cities shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Cities shall give **USER** reasonable advance notice of intended audits.

8. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the Cities. Which such right shall be granted solely at the discretion of the Cities. Any assignment in violation of this provision shall be void.

9. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither Cities nor **USER** waives or surrender any of its governmental powers or immunities.

11. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Cities as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the Cities, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the Cities in writing of such requirement in sufficient time to allow the Cities

to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the Cities immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

14. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

15. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

City of Parker
Attn: Mayor
5700 E. Parker Road
Parker, TX 75002

16. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

17. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

18. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20 ____.

CITY OF PLANO, TEXAS

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY


CITY OF ALLEN, TEXAS

BY: _____
Eric Ellwanger
Acting City Manager

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

CITY OF PARKER, TEXAS

By: 
Lee Pettie
Mayor


APPROVED AS TO FORM:


Brandon Shelby, CITY ATTORNEY

EXECUTED IN MULTIPLE ORIGINALS on this the 28th day of August, 20 19.

CITY OF ALLEN, TEXAS

BY:


Eric Ellwanger
City Manager

APPROVED AS TO FORM:

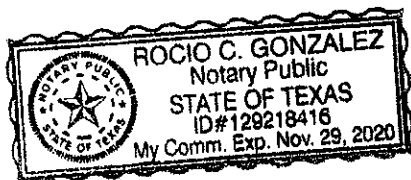

Peter G. Smith, CITY ATTORNEY

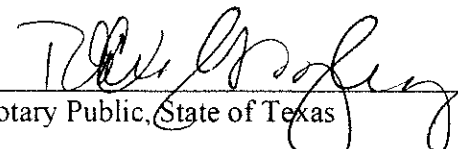
ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the 28th day of August, 2019, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.




Notary Public, State of Texas

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 municipality, on behalf of such corporation.

Notary Public, State of Texas

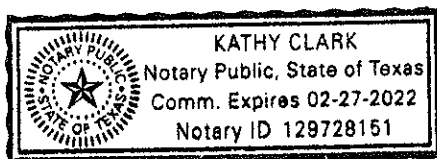
STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2019, by **ERIC ELLWANGER** Acting City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 19th day of June, 2019, by **LEE PETTLE**, Mayor, of the **CITY OF PARKER, TEXAS**, a general law municipality, on behalf of such Municipality.



Kathy Clark
Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber

Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**'s NMC must be partitioned in a manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for

administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however,** that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee.

TERM

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER**'s environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT RADIO SYSTEM

Coordinating Committee. Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

COMPLIANCE WITH LAWS

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meanings set forth below and apply to this Agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating

Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“User Group” – All subscribers utilizing the Joint Radio System microwave network.

[End of Document]



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the City of Wylie for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20 thru 2028-29	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	1,231,560	1,231,560
Balance	0	0	1,231,560	1,231,560

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Wylie will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Wylie will pay an estimated \$123,156 annually, resulting in a total revenue estimate of \$1,231,560 over a ten year period. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio

Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with the City of Wylie. The agreement is for a one-year term with nine (9) one-year automatic renewals unless one of the parties take action to terminate the agreement. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Wylie Agenda Memo	8/29/2019	Attachment
Wylie ILA	8/6/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and the City of Wylie for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen (cities) and the City of Wylie entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and Wylie expires at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA will be automatically renewed annually without expiration for a total of ten (10) years, allowing either Party to terminate the agreement at any time with a one (1) year termination notice.

Process and Approval Justification

The updated ILA went first to the City Councils of Wylie and Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and the City of Wylie greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$123,156.00. Rates may increase in the following nine (9) years.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen** (“**Cities**” or “**City**” when referred to **individually**) acting herein by and through its duly authorized City Manager, and City of Wylie (“**USER**”), acting herein by and through its duly authorized City Manager, individually referred to as a “**Party**,” collectively referred to herein as the “**Parties**.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives of Plano and Allen, respectively. **USER** shall include all employees, directors, officers, agents, and authorized representatives of **USER**.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **Cities** jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the **Cities** and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER**’s owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use**,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for nine additional years unless otherwise terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

3. COMPENSATION

USER shall remit payment to the City of Plano in the amount and manner set forth in “**Exhibit A**”.

4. LIABILITY

Each party agrees to be liable for any damages or losses that may be caused by its own negligence, omission or intentional misconduct. For purposes of this section, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. INDEPENDENT ENTITY

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as an agent, representative or employee of the **Cities**. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply between the **Cities**, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities** and **USER**.

6. HOLD HARMLESS

Each party agrees to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney’s fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

7. NON-APPROPRIATION OF FUNDS

The **Cities** and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and, as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

8. RIGHT TO AUDIT

USER agrees that the **Cities** shall, at no additional cost to the **Cities**, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine, at reasonable times, any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the **Cities** shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The **Cities** shall give **USER** reasonable advance notice of intended audits.

9. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the **Cities**. Which such right shall be granted solely at the discretion of the **Cities**. Any assignment in violation of this provision shall be void.

10. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities** nor **USER** waives or surrender any of its governmental powers or immunities.

12. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. TERMINATION

Should circumstances exist that require one or more Parties to terminate this Agreement, then such termination shall be with the following conditions:

This Agreement may be terminated upon one (1) year advanced written notice from the Party seeking termination to the other Party. The Party terminating this Agreement shall reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees.

15. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** and its officers, agents and employees, agrees that it shall treat all information provided to it by the **Cities** as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the **Cities**, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the **Cities** in writing of such requirement in sufficient time to allow the **Cities** to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities** immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

16. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

17. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

City of Wylie
Attn: Fire Administration- Fire Chief
300 Country Club Road
Wylie, TX 75098

18. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

19. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

20. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the **Cities** and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

22. COOPERATIVE MANAGEMENT AND DISPUTE RESOLUTION

Problems may arise in the programming of subscriber radios, consoles, and consolettes; and managing microwave paths and undue RF interference; as well as in unexpected areas.

The Plano Radio Division, acting as the operating arm of the Joint Radio System's simulcast system, will fully participate in the resolution of any connectivity issues that may arise during the life of this Agreement. This participation includes the initial implementation of connectivity and

integration of the two networks. The Parties will rely on internal staff, contractors, and vendors, as required, to ensure full functionality of the Joint Radio System's simulcast system platform.

A party will promptly notify the others of any performance concern, problem, or information indicating a possible problem for the Joint Radio System's simulcast system. A party will provide the other parties, and their representatives and experts, with escorted access to any site, location or piece of equipment or infrastructure (where applicable) for an inspection and evaluation of a problem or issue facing the party's simulcast system or simulcast cell. Each party will provide the others with any information or data it may have, including from a radio-system-management server or similar server related to the issue. The parties will promptly exchange with one another their information, reports, results of any inspection or evaluation, expert analyses or recommendations, and proposals for avoiding, improving, or fixing any problem. The Plano Radio Division phone and email contact information shall be provided to **USER** as a first point of contact in order to address such pressing issues. The Plano Radio Division shall also be provided relevant phone and email information in order to respond and coordinate as needed. The parties will use their best efforts to solve a problem quickly.

In the event of a dispute regarding any aspect of this agreement, the dispute shall be discussed first amongst an assigned Technical Committee designee of **USER**, the City of Plano and the City of Allen in an attempt to seek an informal resolution within five business days of all parties being made aware of such dispute. If an agreement on a solution remains unresolved, then the dispute shall be referred to a joint meeting of representative City and **USER** management of each of the Parties within a reasonable period of time from the initial meeting. If the dispute continues to remain unresolved after this process, the Parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All Parties shall share equally in the costs of a certified mediator and each Party shall be responsible for their own attorney fees.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20____.

CITY OF PLANO, TEXAS

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF ALLEN, TEXAS

BY:
See page 8a of 16

APPROVED AS TO FORM:

See page 8a of 16

CITY OF WYLIE, TEXAS

By: Chris Holsted
Chris Holsted
City Manager

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 municipality, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was
_____, 2019,
ALLEN, TEXAS, a home-rule m

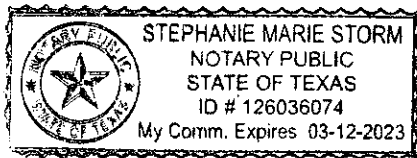
See page 8a of 16

__ day of
= CITY OF

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 14 day of
May, 2019, by **CHRIS HOLSTED**, City Manager, of the **CITY OF WYLIE,**
TEXAS, a home-rule municipality, on behalf of such Municipality.




Stephanie Storm
Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this the 30th day of May, 2019.

CITY OF ALLEN, TEXAS

BY:


Eric Ellwanger
Acting City Manager

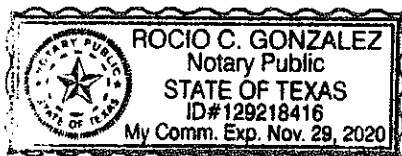
APPROVED AS TO FORM:


Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 30th day of May, 2019, by **ERIC ELLWANGER**, Acting City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.



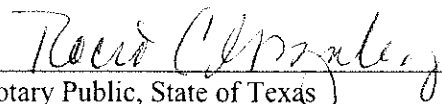

Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done by the City of Plano Radio Shop. The Plano Radio Shop must approve vendor(s) prior to that vendor programming radios or consoles attaching to the Joint Radio System network.

The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA. The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-

restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER's** utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed by the Plano Radio Division. **USER** will continue to use their encryption based on current practices and may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group IDs to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group IDs to be used by **USER** based on Master Site(s) and network capacity.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system. The Plano Radio Shop will provide advanced notice of any planned termination of this capability based on connection that may cause a negative impact on the operations of the Joint Radio System.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER's** sole cost, all components required to connect the NMC to the Joint Radio System. The **USER's** NMC must be partitioned in a manner to limit access to **USER's** own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated

software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including, but not limited to, microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, all Infrastructure owners of the Joint Radio System shall execute with Motorola Solutions a System Upgrade Agreement (SUA) for the Console Systems and Site Repeater Systems that would be affected by hardware and software upgrades, including those owned (or leased) by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Infrastructure Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per Radio or console per month and a \$1.00 per radio/month network access fee for a total of \$33.00 per month per radio/console. The monthly per Subscriber Radio support covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services cited in the table below:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee.

TERM

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one (1) year written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switches and the **USER**'s environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible, once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM

Coordinating Committee. Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Joint Radio System Coordinating Committee, comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. The governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances must approve payment of Monies, pursuant to the terms and obligations of this Agreement. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Communications System Agreement.

Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

End User Group consists of both infrastructure and radio subscribers on the Joint System Radio Network. This group shall consist of a representative from each currently subscribing entity on the Joint System Radio Network. This group will receive regular updates on Joint System Network operations, including upgrades, technical direction and technology changes to the network.

COMPLIANCE WITH LAWS

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such

replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment. The following definitions shall have the meanings set forth below and apply to this Agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Technical Committee reflects the full range of user types.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” A committee consisting of representative(s) from each entity utilizing the Plano and Allen Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“End User Group” A group consisting of currently subscribing entities on the Joint System Radio Network that shall receive regular updates on Joint System Network operations, including upgrades, technical direction and technology changes to the network.

“Infrastructure Owners” Those entities that own towers and other hardware/software used to transmit voice / data and provide connectivity on the Joint Radio System.

[End of Document]



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 28, 2019

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement between the Cities of Allen, Plano, and Wylie to Jointly Operate a Radio Communications System

STAFF RESOURCE: Eric Matthews, Information Technology Director

PREVIOUS COUNCIL ACTION:

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System.

On December 8, 2009, City Council adopted Resolution No. 2877-12-09(R) authorizing an Interlocal Agreement between Allen, Plano, Wylie and Murphy for a Joint Radio Communication System.

On May 12, 2009, City Council adopted Resolution No. 2822-5-09(R) authorizing an Interlocal Agreement between Allen and Plano for a Joint Radio Communications System for Municipal Services.

On August 14, 2007, City Council approved the issuance of General Obligation Bonds, Series 2007.

ACTION PROPOSED: Adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement

BACKGROUND

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano for a Joint Radio Communications System for Municipal Services. Through this agreement, Allen and Plano continued the decade-long joint ownership of the system and reserve the right to seek additional subscribers. The revenue from any additional subscribers will be held by Allen and Plano and used to support the jointly owned radio system infrastructure.

With this new ILA, Wylie will be re-subscribing to the Joint Radio System. The original ten-year agreement for Wylie is up for renewal, and this new agreement will be auto-renewed annual for up to ten years.

The benefits of a jointly owned and operated radio system have been proven. Cities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

BUDGETARY IMPACT

None

STAFF RECOMMENDATION

Staff recommends that the City Manager execute an Interlocal Agreement with the City of Allen, the City of Plano, and the City of Wylie to operate a Joint Radio Communications System.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute an Interlocal Agreement with the Cities of Allen, Plano and Wylie to operate a Joint Radio Communications System.

ATTACHMENTS:

[description](#)

[Allen-Plano-Wylie agreement](#)

RESOLUTION NO. 3668-5-19(R)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND WYLIE FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council authorized an Interlocal Agreement by and between the Cities of Allen and Plano providing terms and conditions for the purchase and operation of a joint radio system for Municipal Services with such Agreement being approved by the Allen City Council on September 11, 2018, through Resolution No. 3603-9-18(R); and,

WHEREAS, the City Council has been presented with the attached Interlocal Cooperation Agreement ("Agreement") by and between the Cities of Allen and Plano and Wylie to allow the use of the joint radio system by City of Wylie; and,

WHEREAS, the attached Agreement serves a valid public purpose of governmental services including public safety in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; and,

WHEREAS, upon full review and consideration of the attached Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the attached Agreement should be approved, and that the City Manager should be authorized to execute the attached Agreement on behalf of the City of Allen.

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


SECTION 1. The terms and conditions of the attached Agreement having been reviewed by the City Council of the City of Allen, Texas, and are hereby in all things approved.

SECTION 2. The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Allen, Texas.

SECTION 3. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF MAY 2019.

APPROVED


Stephen Terrell, MAYOR

ATTEST:


Shelley B. George, CITY SECRETARY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and Texas Health Plano for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20 thru 2023-24	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	26,520	26,520
Balance	0	0	26,520	26,520

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Texas Health Plano will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, Texas Health Plano will pay an estimated \$5,304 annually, resulting in a total revenue estimate of \$26,520 over a five year period. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio

Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with Texas Health Plano. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Texas Health Plano Memo	8/29/2019	Attachment
Texas Health Plano ILA	8/29/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and Texas Health for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen (cities) and Texas Health entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and Texas Health expires at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA will be automatically renewed annually without expiration for a total of five (5) years, allowing either Party to terminate the agreement at any time with a one (1) year termination notice.

Process and Approval Justification

The updated ILA went first to Texas Health and the City Council of Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and Texas Health greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$5,304.00. Rates may increase in the following four (4) years.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen (“the Cities”)** acting herein by and through its duly authorized City Manager, and **Texas Health Plano (“USER”)**, acting herein by and through its duly authorized Facilities Director, individually referred to as a “party,” collectively referred to herein as the “parties.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

3. COMPENSATION

USER shall remit payment to the City of Plano in the amount and manner set forth in **Exhibit A**.

4. LIABILITY

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. INDEPENDENT ENTITY

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as agent, representative or employee of the cities of Plano and Allen. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the cities of Plano and Allen, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the Cities and **USER**.

6. NON-APPROPRIATION OF FUNDS

The Cities and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to

examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the Cities shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Cities shall give **USER** reasonable advance notice of intended audits.

8. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the Cities. Which such right shall be granted solely at the discretion of the Cities. Any assignment in violation of this provision shall be void.

9. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither Cities nor **USER** waives or surrender any of its governmental powers or immunities.

11. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Cities as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the Cities, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the Cities in writing of such requirement in sufficient time to allow the Cities to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the Cities immediately if the

security or integrity of any City Information has been compromised or is believed to have been compromised.

14. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

15. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

Texas Health Plano
Attn: Facilities Director
6200 W. Parker Road
Plano, TX 75093

16. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas – McKinney Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

17. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

18. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in

conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

19. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 2019.
CITY OF PLANO, TEXAS

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF ALLEN, TEXAS

BY: _____
Eric Ellwanger
Acting City Manager

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

TEXAS HEALTH PLANO, TEXAS

By: _____
Jeremy Rogers
Facilities Director

ACKNOWLEDGMENTS

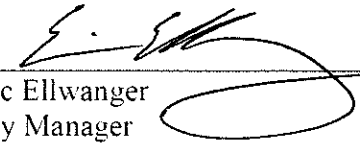
STATE OF TEXAS)
)
COUNTY OF COLLIN)

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 municipality, on behalf of such corporation.

EXECUTED IN MULTIPLE ORIGINALS on this the 28th day of August, 2019.

CITY OF ALLEN, TEXAS

BY:


Eric Ellwanger
City Manager

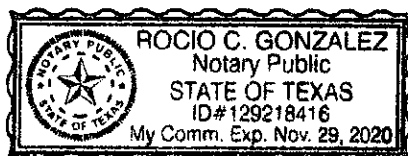
APPROVED AS TO FORM:

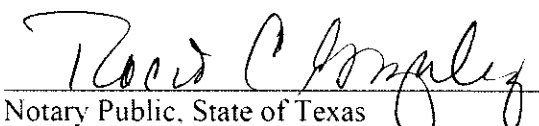

Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 28th day of August, 2019, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.




Notary Public, State of Texas

Notary Public, State of Texas

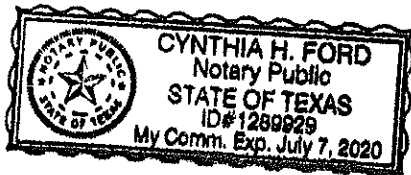
STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2019, by **ERIC ELLWANGER**, Acting City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 9th day of July, 2019, by **JEREMY ROGERS**, Facilities Director, of **TEXAS HEALTH, PLANO, TEXAS**, a home-rule municipality, on behalf of such Municipality.



Cynthia H. Ford
Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber

Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**'s NMC must be partitioned in a manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for

administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER's** obligation to pay the increased fee.

TERM

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER's** environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT RADIO SYSTEM

Coordinating Committee. Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter “Technical Committee”). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

COMPLIANCE WITH LAWS

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER’s** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER’s** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meanings set forth below and apply to this Agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating

Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“User Group” – All subscribers utilizing the Joint Radio System microwave network.

[End of Document]



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Curlie Matthews

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and Plano Independent School District (PISD) for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20	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	232,968	232,968
Balance	0	0	232,968	232,968

FUND(S): Intergovernmental Radio Fund

COMMENTS:

The total amount of fees collected from Plano ISD will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, PISD will pay an estimated \$232,968 in the 2019-2020 fiscal year. After its initial one (1) year term, the updated ILA provides an optional second year if required by PISD. PISD may terminate this ILA by providing notice within the fiscal year 2019-20. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

SUMMARY OF ITEM

In 2008, the cities of Plano and Allen entered into an Interlocal Agreement (ILA) to provide a Joint Radio Communications System for municipal services. Plano and Allen jointly own the primary system and Plano manages its day-to-day operations. Over the years, the cities have expanded the radio system to allow additional cities and agencies as subscribers, increasing the overall interoperability. The benefits of a jointly owned and operated radio system have been proven. Entities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and have maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

In 2018, the ILA was renegotiated between Plano and Allen ensuring the continued joint ownership of the system while reflecting an updated cost share allocation. With this new set of ILAs, several entities will be re-subscribing to the Joint Radio System including this ILA with Plano ISD. The agreement is for a one-year term with an optional second year if required by PISD. PISD may terminate this ILA by providing notice within the fiscal year 2019-20. The subscriber fees received in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
PISD Agenda Memo	8/29/2019	Attachment
PISD ILA	8/29/2019	Agreement

Date: September 23, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Agreement between the Cities of Plano and Allen and the Plano Independent School District for a Joint Communications System for Municipal Services

Background

The cities of Plano and Allen (cities) and the Plano Independent School District (PISD) entered into an Interlocal Agreement (ILA) in 2008 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA between the cities and PISD expires in at the end of September 2019. Plano and Allen have agreed to approve the new agreements in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior subscriber agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

After its initial one (1) year term, the updated ILA provides an optional second year if required by PISD. PISD may terminate this ILA by providing notice within the fiscal year 2019-20.

Process and Approval Justification

The updated ILA went first to the PISD Board and Allen and has been approved by both. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen and the PISD greatly improves public safety services for citizens of cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

Dollar Value

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate schedule for subscribers on the Plano and Allen Joint Radio System. First year subscriber charge is projected to be \$232,968.00. Rates may increase in the optional year, if exercised.

Impact if not approved by Council

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

AGREEMENT BETWEEN THE CITIES OF ALLEN AND PLANO AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE ALLEN AND PLANO RADIO COMMUNICATIONS SYSTEM

The CITIES OF PLANO, TEXAS AND ALLEN, TEXAS, both municipal corporations, (hereinafter referred to as "Cities") and the PLANO INDEPENDENT SCHOOL DISTRICT, a school district formed under the laws of the State of Texas, (hereinafter referred to as "PISD"), agree as follows:

WHEREAS, the Cities and PISD are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the cities of Allen and Plano jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, PISD wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, PISD and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Cities and PISD, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement is for a period of one (1) year, beginning on the 1st day of October 2019, and ending on the 30th day of September 2020, with an optional one (1) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or PISD, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2021.

II. OBLIGATIONS OF PISD

2.01 PISD shall use the System in accordance with this Agreement to provide integration of communications by PISD between its users on the System for governmental operations.

2.02 When using the System, PISD shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen and Plano Radio System. When PISD uses the System for interoperability with Talkgroups other than those provided by this Agreement, PISD will also abide by the user rules of those Talkgroups.

2.03 PISD must provide a written request to the System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 PISD is responsible for furnishing all its radios, which are compatible with the P-25 Digital system, and for the maintenance of the same.

III. OBLIGATIONS OF CITIES

3.01 The Cities will lease to PISD **nine (9)** Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of PISD. Talkgroups will be established for PISD by Plano.

3.02 The Plano System Manager will not activate radios on PISD Talkgroups nor make changes to PISD radios without first receiving authorization from the designated representative of PISD, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups as required by PISD;
- (3) The operation, maintenance, and control of the System in accordance with its Terms of Use, as detailed in Exhibit A, and in compliance with relevant local, state and federal law.

IV. FEES

The fees assessed against PISD and due annually for services and use of the System as outlined in Exhibit A, attached.

The Cities may increase these fees at the beginning of each fiscal year by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to PISD before increasing the fees.

Total Fees for Annual Service

Based on the fees set out above, the Cities will calculate the annual fee due based upon the total number of radios and Talkgroups and submit an invoice to PISD on or before October 1st of each year. This amount is subject to change when PISD adds or

deletes the number of radios and/or Talkgroups in service. PISD must notify the Plano System Manager in writing of any addition or deletion of radios and/or Talkgroups. The amount owed for annual fees for additions of radio/Talkgroups will be prorated for the year added, invoiced immediately, and amounts will be due within 30 days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next contract year. No refunds will be given for payments made for radios/Talkgroups deleted after annual payment until the next contract year.

V. PAYMENT DUE

PISD agrees to pay the Cities the annual fees specified under Article IV within thirty (30) days of the receipt of the invoice. Should PISD add radios or Talkgroups to the service within a term, PISD agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

VI. TERMINATION

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. PISD shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees will be reimbursed by the Cities to PISD.

VII. RELEASE AND HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement 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.

IX. ASSIGNMENT

PISD agrees to retain control and to give full attention to the fulfillment of this

Agreement; PISD cannot assign or sublet this Agreement without the prior written consent of the Cities. Further, PISD cannot sublet any part or feature of the work to anyone objectionable to the Cities. PISD also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve PISD from its full obligations to the Cities as provided by this Agreement.

X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and PISD, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by PISD and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of the Cities.

XI. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

PISD Representative:

Randy McDowell
Chief Financial Officer
Plano Independent School District
2700 West 15th Street
Plano, TX 75075
469-752-8113

Plano Representative:

Chris Chiancone, Chief Information Officer
City of Plano
1520 K Avenue
Plano, Texas 75074
972-941-7027

Allen Representative:

Eric Matthews, Director Information Technology
City of Allen
205 W. McDermott
Allen, Texas 75013
214-509-4851

XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

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

XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XIV. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XV. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the Cities, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XVI. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

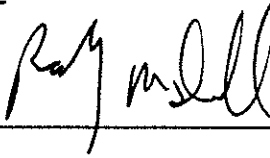
XVII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

**PLANO INDEPENDENT SCHOOL
DISTRICT**

BY: _____



Randy McDowell
Chief Financial Officer

APPROVED AS TO FORM:

School District Attorney

CITY OF PLANO, TEXAS

BY: _____


Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims
City Attorney

CITY OF ALLEN, TEXAS

BY: _____



Eric Ellwanger
City Manager

APPROVED AS TO FORM:

Peter G. Smith

Peter G. Smith
City Attorney

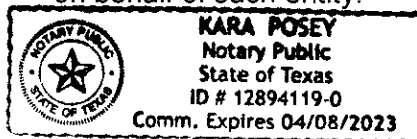
ACKNOWLEDGEMENTS

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 15th day of August, 2019, by **Randy McDowell**, Plano Independent School District, a Texas Public School on behalf of such entity.



Kara Posey
Notary Public, State of Texas

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 such municipal corporation.

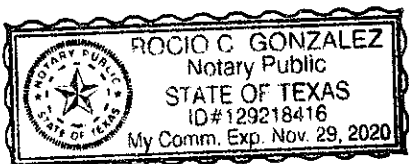
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 28th day of August, 2019, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such municipality.



Rocio C. Gonzalez
Notary Public, State of Texas

EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be

limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications

over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER's** sole cost, all components required to connect the NMC to the Joint Radio System. The **USER's** NMC must be partitioned in a manner to limit access to **USER's** own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may

administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee.

TERM

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER**'s environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT RADIO SYSTEM

Coordinating Committee. Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

COMPLIANCE WITH LAWS

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meanings set forth below and apply to this Agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

"Technical Committee" -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

"User Group" – All subscribers utilizing the Joint Radio System microwave network.

[End of Document]



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve a Memorandum of Understanding between the City of Plano and the Plano Independent School District (Plano ISD or District) describing the use of shared parking spaces by City staff and patrons, and PISD students, staff and administrators at High Point Tennis Center and Clark High School; authorizing its execution by the City Manager; and providing an effective date. **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

In 2005, Plano ISD verbally agreed to allow the City use of Plano ISD property north of High Point Tennis Center in exchange for the construction of a paved parking lot paid for by the City. Plano ISD and the City agreed the North Lot would be shared by PISD students, parents and staff, and City staff and patrons at High Point Tennis Center. In addition, Plano ISD and the City have had a verbal agreement to share parking at Clark High School. In an effort to document these verbal agreements and ensure ample parking

for Plano ISD as well as the City, a Memorandum of Understanding (MOU) was developed. This MOU details the general terms of the parking agreement.

Strategic Plan Goal:

Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memorandum of Understanding	9/16/2019	Agreement

AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND PLANO INDEPENDENT SCHOOL DISTRICT

WHEREAS, Plano Independent School District ("Plano ISD" or "District") and the City of Plano ("City") (collectively "Parties") have had in place a verbal agreement to share parking on District property north of High Point Tennis Center, and on City property at High Point Tennis Center ("High Point"); and

WHEREAS, the District and the City wish to formalize this agreement; and

WHEREAS, the District has a goal of providing ample parking for its Clark High School, students, parents and staff; and

WHEREAS, the City has a goal of providing ample parking for its High Point Tennis Center patrons and staff; and

WHEREAS, Plano ISD verbally agreed, in 2005, to allow the City use of Plano ISD property north of High Point Tennis Center in exchange for the construction of a paved parking lot paid for by the City as depicted in Exhibit "A" (the "North Lot"); and

WHEREAS, Plano ISD and the City agreed the North Lot would be shared by PISD students, parents and staff, and City staff and patrons; and

NOW, THEREFORE, for and in consideration of the promises and covenants set forth herein, and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

I. GENERAL TERMS

1. PISD students, staff, and administrators may park in the parking spaces on the west side of the North Lot at any time.
2. City staff and patrons may park in parking spaces on the east side of the North Lot at any time.
3. PISD students, staff, and administrators may park in any of City's parking lots when available, when Clark's parking lots are full.
4. City staff and patrons may park in any of PISD's parking lots when available, when City's parking lots are full.

II. ADDITIONAL AGREEMENT SPECIFICATIONS

1. Entire Agreement. This Agreement constitutes the entire understanding and agreement between PISD and the City with respect to the subject matter hereof. There are no

representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by written agreement executed by both parties hereto.

2. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders. This Agreement shall be binding upon the successors and assigns of the District and the City and shall be covenants running with the land described herein as the North Lot and be binding upon all future owners of the North Lot. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the North Lot is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.
3. Modification. This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party.
4. Construction of Terms. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
5. Notice. All notices given by either party pursuant to this Agreement shall be in writing and be either hand delivered or mailed certified mail return receipt requested to the other party at the address indicated below.
6. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.
7. Immunity. District and City agree that neither District nor City has waived their sovereign immunity by entering into and performing its obligations under this Agreement.
8. Remedies for Breach. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity. This Agreement shall be interpreted under

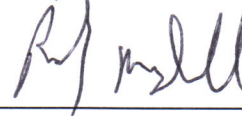
the laws of the State of Texas. Venue, in the event of suit, shall be in the court of appropriate jurisdiction in Collin County, Texas.

9. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party.
10. Acknowledgments. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

This Agreement will be effective the date of the last signature.

After Recording Return To:
City of Plano
1520 Avenue K, Suite 340
Plano, TX 75074

Plano Independent School District
2700 W. 15th Street
Plano, Texas 75075



Authorized Signature

September 3, 2019

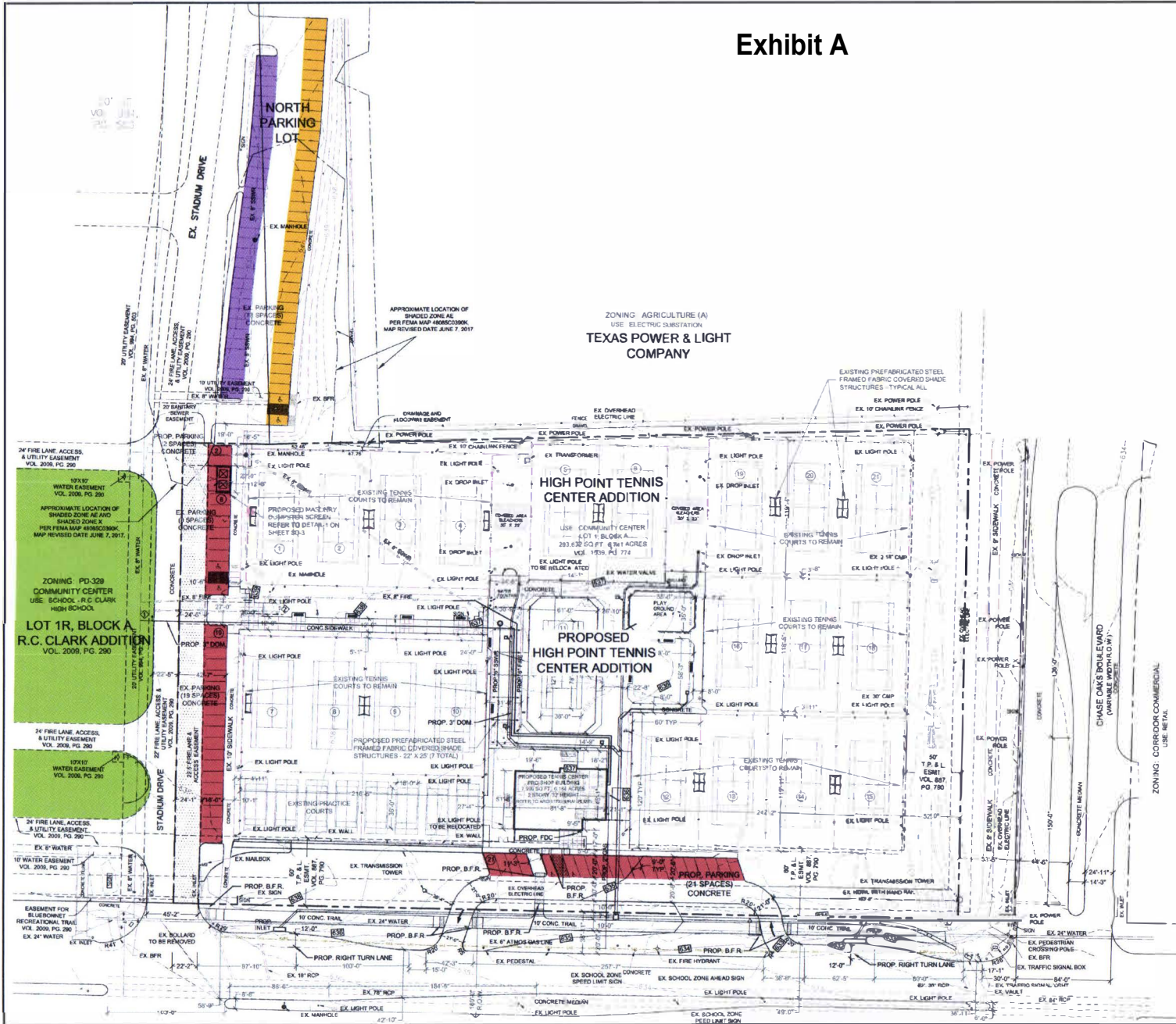
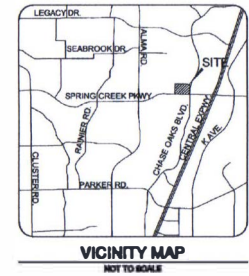
Date

City of Plano
1520 K Avenue
Plano, Texas 75074





Authorized Signature

Date

Exhibit A



LEGEND

- | | |
|---|--|
|  | CITY STAFF AND PATRONS MAY PARK IN THE PARKING SPACES ON THE EAST SIDE OF THE NORTH PARKING LOT AT ANY TIME |
|  | PISD STUDENTS, STAFF AND ADMINISTRATION MAY PARK IN THE PARKING SPACES ON THE WEST SIDE OF THE NORTH PARKING LOT AT ANY TIME |
|  | WHEN THE CITY'S PARKING LOTS ARE FULL, CITY STAFF AND PATRONS MAY PARK IN ANY OF PISD'S PARKING LOTS WHEN AVAILABLE |
|  | WHEN PISD'S PARKING LOTS ARE FULL, PISD STUDENTS, STAFF AND ADMINISTRATION MAY PARK IN ANY OF THE CITY'S PARKING LOTS WHEN AVAILABLE |



GRAPHIC SCALE $1''=40'$

A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings: 40, 0, 40, and 80. The text "GRAPHIC SCALE" is at the top left, and "1''=40'" is at the top right.

**PARKING AGREEMENT EXHIBIT
HIGH POINT TENNIS CENTER AND
R.C. CLARK HIGH SCHOOL**

BEING 6.741 ACRES OUT OF
THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738
CITY OF PLANO
COLLIN COUNTY, TEXAS

CITY OF PLANO PARKS AND RECREATION DEPT. OWNER

5901 LOS RIOS BOULEVARD (972) 941-7250
Plano, Texas 75074
Contact: Bill Dakin, ASLA

JBH PARTNERS, INC. ENGINEER/SURVEYOR

2121 MIDWAY ROAD, SUITE 300 (972)248-7676
CARROLLTON, Texas 75006
Contact: Charles McKinney, RLA, ASLA
TBPE No. F-438 TBPLS No. 10076000 2121 Midway Road

JB
Partners

SUBMITTED: MAY 23, 2019 PARTNERS TBPLS No. 10076000



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Doris Callaway

CAPTION

Resolution No. 2019-9-11(R): To approve a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; 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): General Fund, Sustainability & Environmental Services Fund

COMMENTS: Approval of this item will amend certain fees within the existing Environmental Health & Sustainability fee schedule. With this resolution, the estimated revenues are variable at this time; however, all revenues will be made within the approved budget process.

SUMMARY OF ITEM

Approving a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; and providing an effective date.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	9/10/2019	Memo
Resolution	9/10/2019	Ordinance

Date: September 10, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Rachel C. Patterson, Director, Environmental Health & Sustainability

Subject: Revised EH&S Fee Schedule (Resolution)

Revisions to the Environmental Health & Sustainability Fee Schedule are needed due to changes in State Law resulting from legislation. Following are the proposed changes (also see Exhibit “A” attached to this memo):

1. Removal of variance and biennial renewal fees for dogs on patios. Senate Bill 476 allows food establishments to offer a dog patio by right, therefore variances (and the associated fees) are no longer needed.
2. Addition of a fee for a farm stand or farmer selling products directly from their farm. Senate Bill 932 allows farmers selling at farmer’s markets, from their farm, or from a farm stand to operate under one annual permit that is valid in multiple locations. The bill also limits the cost of the permit to \$100 (annually).

While the City of Plano does not permit individual farmers at markets (the market coordinator holds one permit for the entire market), we would permit farmers if they desired to sell products from their farm or operate a farm stand outside of a farmer’s market. Currently, we could offer a temporary or seasonal permit for a situation like this, but do not have a mechanism to issue an *annual* permit to a permittee falling in these categories as required by the legislation. Therefore, we are proposing the addition of this fee category. The permit would be valid at any location for one year from the date of issuance.

Thank you for your time and attention to this important matter. Please let me know if you require any further information.

EXHIBIT "A"

ENVIRONMENTAL HEALTH & SUSTAINABILITY DEPARTMENT FEE SCHEDULE **COMPARISON**

PERMIT FEES	
FOOD ESTABLISHMENT	
1. Food Establishment – Mega Stores	\$ 1000.00
2. Food Establishment – Grocery Stores	\$ 800.00
3. Food Establishment Type I ¹	\$ 225.00
4. Food Establishment Type II	\$ 400.00
5. Food Establishment Type III	\$ 500.00
6. Food Establishment Type IV	\$ 550.00
7. Mobile Food Unit	
A. Mobile Type I	\$ 200.00
B. Mobile Type II	\$ 255.00
C. Mobile Type III	\$ 300.00
8. Temporary & Seasonal Events	
A. Seasonal, Non-PHF/TCS	\$ 155.00
B. Temporary – first booth	\$ 95.00
a. Each additional booth (for vendors with more than one)	\$ 25.00
C. Temporary – with valid COP annual food service permit (per booth)	\$ 20.00
D. Annual Temporary	\$ 500.00
E. Non-Profit Processing Fee ²	\$ 20.00
F. Late Fee (seasonal or temporary application submitted less than five (5) business days prior to event)	\$ 50.00
9. Farmers' Market & Farm Stand	
A. Market: 1-30 Vendors	\$ 200.00
B. Market: 31-60 Vendors	\$ 400.00
C. Market: 61+ Vendors	\$ 470.00
D. Farm Stand: Annual (separate from a market, or sells from farmer's farm)	\$ 100.00
POOL	
1. Swimming Pool	\$ 250.00
2. Additional Pool	\$ 150.00
LIQUID WASTE HAULER AND GENERATOR	
1. Waste Hauler	\$ 200.00
2. Waste Generator (Grit/Sand or Grease Trap) – per trap	\$ 50.00
INDUSTRIAL WASTEWATER PRETREATMENT	
1. Industrial Pretreatment Annual Fee	\$ 300.00
2. Industrial Pretreatment BMP Permit Fee	\$ 50.00
INDUSTRIAL USER	
1. Industrial User Fee Per Outfall (monthly)	\$ 590.00
BODY ART	
1. Body Art	\$ 255.00
PERMIT LATE FEES³	
PERMIT RENEWAL LATE FEE	
1-30 days after expiration date	10% of permit fee
31-60 days after expiration date	20% of permit fee

MISCELLANEOUS FEES	
PLAN REVIEW	
1. Food Establishment Plan Review ⁴	\$ 425.00
2. Pool Plan Review ⁴	\$ 520.00
3. Body Art Plan Review ⁴	\$ 300.00
4. Pool or Food Establishment Remodel, Expansion, or Equipment Review ⁵	\$ 225.00
CERTIFICATE OF OCCUPANCY (C/O) & TEMPORARY (T/C/O)	
1. First C/O or T/C/O inspection	-0-
2. Second and subsequent inspection(s)	\$ 100.00
OTHER FEES⁴	
1. Swimming Pool Re-Inspection ⁶	\$ 75.00
2. Food Establishment Re-inspection or Compliance Inspection ⁶	\$ 75.00
3. Mobile Food Inspection Appointment No-Show	\$ 25.00
4. Variance Review (Food Code)	\$ 200.00
5. Dogs on Patio Application for Variance	\$ 150.00
6. Dogs on Patio Biennial Renewal Fee	\$ 150.00
TRAINING	
1. Food Manager Certification	\$ 100.00
2. Food Handler class (class instruction fee only)	\$ 25.00
3. Food Establishment or Pool Permit Reprint	\$ 5.00
4. Certified Pool Operator Course	\$ 200.00
NOTES	
¹ Type I – IV refers to the risk categorization and resulting inspection frequencies of food establishments as defined in the FDA's Voluntary National Retail Food Regulatory Program Standards. ² Proof of charitable non-profit (tax-supported) status must be submitted with application. Late fees may apply. ³ No permit shall be issued or renewed until the applicable permit fee is paid. Late fees for permit renewals shall apply as indicated. ⁴ A plan review fee shall be charged for the review of plans and specifications of new construction. ⁵ A remodel or expansion review applies only to those establishments currently permitted by the Environmental Health Division. All other construction is considered "new construction" and must pay the regular plan review fee. ⁶ For re-inspections required due to critical violation issues or required compliance inspection	

A Resolution of the City of Plano, Texas, approving a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; and providing an effective date.

WHEREAS, on September 10, 2018, the City Council adopted Resolution No. 2018-9-1(R), entitled “Environmental Health & Sustainability Department Fee Schedule” which adopted fees for permits, inspection fees, and other department services; and

WHEREAS, it is necessary to update and approve a new Environmental Health & Sustainability fee schedule to include updates related to certain legislative changes; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Plano, Texas, to adopt a revised fee schedule, attached hereto as Exhibit “A”.

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

Section I. The Environmental Health & Sustainability Department Fee Schedule, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby approved.

Section II. This Resolution shall become effective upon approval.

DULY PASSED AND APPROVED this the 23rd day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT “A”

ENVIRONMENTAL HEALTH & SUSTAINABILITY DEPARTMENT FEE SCHEDULE

PERMIT FEES	
<i>FOOD ESTABLISHMENT</i>	
1. Food Establishment – Mega Stores	\$ 1000.00
2. Food Establishment – Grocery Stores	\$ 800.00
3. Food Establishment Type I ¹	\$ 225.00
4. Food Establishment Type II	\$ 400.00
5. Food Establishment Type III	\$ 500.00
6. Food Establishment Type IV	\$ 550.00
7. Mobile Food Unit	
A. Mobile Type I	\$ 200.00
B. Mobile Type II	\$ 255.00
C. Mobile Type III	\$ 300.00
8. Temporary & Seasonal Events	
A. Seasonal, Non-PHF/TCS	\$ 155.00
B. Temporary – first booth	\$ 95.00
a. Each additional booth (for vendors with more than one)	\$ 25.00
C. Temporary – with valid COP annual food service permit (per booth)	\$ 20.00
D. Annual Temporary	\$ 500.00
E. Non-Profit Processing Fee ²	\$ 20.00
F. Late Fee (seasonal or temporary application submitted less than five (5) business days prior to event)	\$ 50.00
9. Farmers’ Market & Farm Stand	
A. Market: 1-30 Vendors	\$ 200.00
B. Market: 31-60 Vendors	\$ 400.00
C. Market: 61+ Vendors	\$ 470.00
D. Farm Stand: Annual (separate from a market, or sells from farmer’s farm)	\$ 100.00
<i>POOL</i>	
1. Swimming Pool	\$ 250.00
2. Additional Pool	\$ 150.00
<i>LIQUID WASTE HAULER AND GENERATOR</i>	
1. Waste Hauler	\$ 200.00
2. Waste Generator (Grit/Sand or Grease Trap) – per trap	\$ 50.00
<i>INDUSTRIAL WASTEWATER PRETREATMENT</i>	
1. Industrial Pretreatment Annual Fee	\$ 300.00
2. Industrial Pretreatment BMP Permit Fee	\$ 50.00
<i>INDUSTRIAL USER</i>	
1. Industrial User Fee Per Outfall (monthly)	\$ 590.00
<i>BODY ART</i>	
1. Body Art	\$ 255.00
PERMIT LATE FEES³	
<i>PERMIT RENEWAL LATE FEE</i>	
1-30 days after expiration date	10% of permit fee
31-60 days after expiration date	20% of permit fee

MISCELLANEOUS FEES	
<i>PLAN REVIEW</i>	
1. Food Establishment Plan Review ⁴	\$ 425.00
2. Pool Plan Review ⁴	\$ 520.00
3. Body Art Plan Review ⁴	\$ 300.00
4. Pool or Food Establishment Remodel, Expansion, or Equipment Review ⁵	\$ 225.00
<i>CERTIFICATE OF OCCUPANCY (C/O) & TEMPORARY (T/C/O)</i>	
1. First C/O or T/C/O inspection	-0-
2. Second and subsequent inspection(s)	\$ 100.00
<i>OTHER FEES⁴</i>	
1. Swimming Pool Re-Inspection ⁶	\$ 75.00
2. Food Establishment Re-inspection or Compliance Inspection ⁶	\$ 75.00
3. Mobile Food Inspection Appointment No-Show	\$ 25.00
4. Variance Review (Food Code)	\$ 200.00
<i>TRAINING</i>	
1. Food Manager Certification	\$ 100.00
2. Food Handler class (class instruction fee only)	\$ 25.00
3. Food Establishment or Pool Permit Reprint	\$ 5.00
4. Certified Pool Operator Course	\$ 200.00
NOTES	
¹ Type I – IV refers to the risk categorization and resulting inspection frequencies of food establishments as defined in the FDA's Voluntary National Retail Food Regulatory Program Standards.	
² Proof of charitable non-profit (tax-supported) status must be submitted with application. Late fees may apply.	
³ No permit shall be issued or renewed until the applicable permit fee is paid. Late fees for permit renewals shall apply as indicated.	
⁴ A plan review fee shall be charged for the review of plans and specifications of new construction.	
⁵ A remodel or expansion review applies only to those establishments currently permitted by the Environmental Health Division. All other construction is considered "new construction" and must pay the regular plan review fee.	
⁶ For re-inspections required due to critical violation issues or required compliance inspection	



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

Resolution No. 2019-9-12(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2019-20	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	1,726,224	1,726,224
Balance	0	0	1,726,224	1,726,224

FUND(S): General Fund

COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$1,726,224 for 50% of the funding for twenty-four (24) Police Officers and two (2) Sergeants assigned to the School Resource Program at various PISD schools from October 1, 2019 through September 30, 2020.

SUMMARY OF ITEM

This Agreement is for the period October 1, 2019 through September 30, 2020. It is an ongoing agreement in which for the fiscal year 2019-2020, PISD is contributing 50% of the funding for twenty-four

(24) Plano Police Officers and two (2) Sergeant assigned to the School Resource Officer Program.

Strategic Plan Goal:

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


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
PISD SRO Memo	9/11/2019	Memo
PISD SRO Resolution	9/11/2019	Resolution
PISD ILA 2019-20 - Exhibit A	9/11/2019	Exhibit
PISD MOU - Admin	9/11/2019	Attachment
PISD MOU - Operation	9/11/2019	Attachment
PISD MOU - CStoppers	9/11/2019	Attachment

Date: August 22, 2019

To: Mark D. Israelson, City Manager

From: Gregory W. Rushin, Interim Deputy City Manager/Chief of Police 

Subject: Renewal of School Resource Contract with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. The School Resource Officers (SRO) build positive relationships with administrators, teachers, students, and parents. Additionally, the SROs provide the first line of defense against threats to the campuses as well as investigate criminal incidents.

The SROs are assigned to the three (3) Senior High Schools, six (6) High Schools, the Special Programs facility, and eleven (11) Middle Schools. The cost for these twenty-four (24) officers, along with two (2) sergeants is shared equally between the City of Plano, and Plano Independent School District.

I recommend the contract with Plano Independent School District be renewed for the 2019-2020 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the City Council finds the terms and conditions of the Agreement 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, 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 Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 23rd day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2019, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and PISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide twenty-six (26) employees who are certified police officers for the School Resource Officer Program in the 2019-2020 fiscal year, to be assigned to duties described in the 2019-2020 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2019, and ending the 30th day of September 2020.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$143,852.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of twenty-four (24) certified police officers and two (2) sergeants provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2019-2020 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Mark D. Israelson, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: Sara M. Bonser
Sara Bonser
Superintendent
Plano Independent School District

ACKNOWLEDGMENT

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 in and for the State of Texas

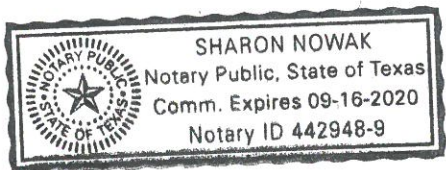
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 3 day of September, 2019 by Sara Bonser, **Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Sharon Nowak

Notary Public in and for the State of Texas



Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Plano Independent School District School Year 2019-2020

The following administrative guidelines are adopted for the School Resource Officer program during school year 2019-2020:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO Supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. SROs at middle schools and other schools (as determined by the Department and PISD, together) will make weekly visits to assigned elementary schools within the city limits of the City of Plano, and when practicable, respond to calls for police service at these elementary schools. PISD may provide a marked police vehicle to be used by SROs for these purposes. SROs operating PISD-owned vehicles will operate such vehicles in compliance with all applicable traffic laws as well as the Department's policies and procedures. PISD-owned vehicles will not be used to conduct traffic stops, engage in vehicle pursuits or transport prisoners. PISD-owned vehicles will not be operated as an emergency vehicle except when responding to a life-threatening emergency, and only in the manner authorized by the Department's policies and procedures.
6. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
7. The SROs will staff summer school as determined by the Department and PISD, together.
8. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.

- a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
9. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
10. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO Supervisor. The Supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
11. School Resource Officers (SROs) shall have the following law enforcement duties:
- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
 - b. Protecting the property of the school district.
 - c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
 - d. Performing any duty required by law of peace officers.
 - e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

12. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by Departmental policies and procedures as well as federal, state, and local laws.
13. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO Supervisor or other Department Supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
14. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.

15. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.

16. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by the laws of the State of Texas and Plano Police Department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Sara M. Bonser
Sara Bonser
Superintendent
Plano Independent School District

9/3/19

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer ("SRO") program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students' personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn ("loners");
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other's feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities
 - 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
 - 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: January 21, 2014

REVIEW DATE: January 21, 2014

REVIEW SCHEDULE: Annual

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

Attachment "2"

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Plano Independent School District School Year 2019-2020

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District ("Plano ISD" or "School") during school year 2019-2020. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer, as applicable, responding to an incident on a PISD campus.

School Resource Officers (SROs) shall have the following law enforcement duties:

- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
- b. Protecting the property of the school district.
- c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
- d. Performing any duty required by law of peace officers.
- e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are

present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not

addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date

Sara M. Bonser

9/3/19

Sara Bonser
Superintendent
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

**EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel**

REVISION DATE: June 6, 2014

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
- 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 - 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 - 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
 - d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

Attachment "3"

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Plano Independent School District School Year 2019 - 2020

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2019 - 2020.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the P3 Campus program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use P3 Campus by a trained staff member or the SRO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Sara M. Bonser
Sara Bonser
Superintendent
Plano Independent School District

9/3/19

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Tracy Bucey x7296

CAPTION

Ordinance No. 2019-9-13: To repeal Ordinance No. 2018-9-3; establishing the number of certain classifications within the Fire Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2019-20	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

This agenda item reflects the New FY 2019-20 Compensation and Pay Plan for Plano Fire Department.

In conjunction with the adoption of the Fiscal Year 2019-20 budget, cities with Civil Service compensation

plans for sworn public safety personnel are required by State Law to adopt an Ordinance specifying the classification and salary plan. This Ordinance reflects the authorized positions and the 3% compensation adjustment for the Fire Department's sworn personnel as included in the recently adopted FY 2019-20 operating budget.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Fire Ordinance	9/17/2019	Agreement
Fire Pay Plan	9/10/2019	Agreement

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2018-9-3; establishing the number of certain classifications within the Fire Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on September 10, 2018 by Ordinance No. 2018-9-3, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan for the Fire Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 30, 2019 and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

WHEREAS, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2018-9-3 duly passed and approved by the City Council of the City of Plano, Texas on September 10, 2018 is repealed in its entirety effective September 30, 2019.

Section II. The number of positions in the City of Plano Fire Department effective September 30, 2019 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2019-20, as set forth in Exhibit "A", are hereby approved.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted to start on the first payroll period following completion of the required number of continuous service months.

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

Section V. It is the intention of the City Council that this Ordinance, and every provision 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 VI. Upon passage, this Ordinance shall become effective September 30, 2019.

DULY PASSED AND APPROVED, this, the 23rd day of September 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO
2019 - 2020 CIVIL SERVICE COMPENSATION PLAN
Effective 9/30/2019
FIRE

RANGE	POSITION	Effective Date - # Positions	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Firefighter	10/1/2019 - 223	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$71,162 \$5,930 \$24.4375 \$34.2125		\$76,180 \$6,348 \$26.1608 \$36.6251	\$83,920 \$6,993 \$28.8187 \$40.3462
002	Fire Engineer	10/1/2019 - 64	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$94,386 \$7,866 \$32.4128 \$45.3779			
003	Lieutenant	10/1/2019 - 33	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$105,862 \$8,822 \$36.3537 \$50.8952			
004	Captain	10/1/2019 - 51	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$117,732 \$9,811 \$40.4298 \$56.6017			
005	Battalion Chief	10/1/2019 - 7	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$134,048 \$11,171 \$46.0331 \$64.4463			
006	Deputy Fire Chief	10/1/2019 - 7	Annual: Monthly: 40-hour Hourly:	\$146,375 \$12,198 \$70.3727			
007	Appointed Assistant Fire Chief	10/1/2019 - 2	Annual: Monthly: 40-hour Hourly:	\$157,774 \$13,148 \$75.8527			

The base pay is the same for all personnel within a classification; however the hourly pay rates vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week shift position. The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Tracy Bucey x7296

CAPTION

Ordinance No. 2019-9-14: To repeal Ordinance No. 2019-5-3; establishing the number of certain classifications within the Police Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2019-20	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

This agenda item reflects the New FY 2019-20 Compensation and Pay Plan for Plano Police Department.

In conjunction with the adoption of the Fiscal Year 2019-20 budget, cities with Civil Service compensation plans for sworn public safety personnel are required by State Law to adopt an Ordinance specifying the classification and salary plan. This Ordinance reflects the authorized positions and the 3% compensation adjustment for the Police Department's sworn personnel as included in the recently adopted FY 2019-20 operating budget.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Police Ordinance	9/17/2019	Agreement
Police Pay Plan	9/10/2019	Agreement

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2019-5-3; establishing the number of certain classifications within the Police Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on May 13, 2019 by Ordinance No. 2019-5-3, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 30, 2019, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

WHEREAS, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2019-5-3 duly passed and approved by the City Council of the City of Plano, Texas on May 13, 2019 is repealed in its entirety effective September 30, 2019.

Section II. The number of positions in the City of Plano Police Department effective September 30, 2019 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2019-20, as set forth in Exhibit "A" is hereby approved and adopted.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

Section IV. All provisions of the Ordinances of the City of Plano, codified and 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 and uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision 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 VI. Upon passage, this Ordinance shall become effective September 30, 2019.

DULY PASSED AND APPROVED, this, the 23rd day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO
2019 - 2020 CIVIL SERVICE COMPENSATION PLAN
Effective 9/30/2019
POLICE

RANGE	POLICE	Effective Date - # Positions		BASE 1	6 Mos. 2	12 Mos. 3	18 Mos. 4	24 Mos. 5	30 Mos. 6	36 Mos. 7	60 Mos. 8	120 Mos. 9	180 Mos. 10	240 Mos. 11
001	Police Officer	10/1/2019 - 351	Annual:	\$71,759	\$74,178	\$76,607	\$80,007	\$82,640	\$85,462	\$89,800	\$92,335	\$92,968	\$93,602	\$94,235
			Monthly:	\$5,980	\$6,182	\$6,384	\$6,667	\$6,887	\$7,122	\$7,483	\$7,695	\$7,747	\$7,800	\$7,853
			Hourly:	\$34.4996	\$35.6626	\$36.8301	\$38.4650	\$39.7308	\$41.0877	\$43.1732	\$44.3916	\$44.6962	\$45.0008	\$45.3053
002	Sergeant	10/1/2019 - 40	Annual:	\$101,940		\$105,857								
			Monthly:	\$8,495		\$8,821								
			Hourly:	\$49.0094		\$50.8930								
003	Lieutenant	10/1/2019 - 16	Annual:	\$113,801		\$120,623								
			Monthly:	\$9,483		\$10,052								
			Hourly:	\$54.7122		\$57.9916								
004	Deputy Police Chief	10/1/2019 - 4	Annual:	\$131,655		\$139,547								
			Monthly:	\$10,971		\$11,629								
			Hourly:	\$63.2959		\$67.0897								
005	Assistant Police Chief	10/1/2019 - 2	Annual:	\$150,005		\$159,818								
			Monthly:	\$12,500		\$13,318								
			Hourly:	\$72.1180		\$76.8358								
01A	Recruit		Annual:	\$66,492										
			Monthly:	\$5,541										
			Hourly:	\$31.9671										

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Deborah Richardson

CAPTION

Ordinance No. 2019-9-15: To adopt and enact Supplement Number 129 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 fiscal impact.

SUMMARY OF ITEM

Adoption of the Quarterly Code Supplement 129

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Supplement No. 129	9/5/2019	Ordinance

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 129 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 129; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 129 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 129 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 23rd day of September, 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: 9/23/2019

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Doris Callaway

CAPTION

Ordinance No. 2019-9-16: To amend certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

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

FUND(S): General Fund

COMMENTS: This item approves various food code revisions related to changes in State Law from recent legislation. With these revisions, the estimated revenues are variable at this time; however, all revenues will be made within the approved budget process.

SUMMARY OF ITEM

Amending certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
MEMO	9/10/2019	Memo
ORDINANCE	9/10/2019	Ordinance

Date: September 10, 2019

To: Mark D. Israelson, City Manager
Shelli Siemer, Deputy City Manager

From: Rachel Patterson, Director, Environmental Health & Sustainability

Subject: Food Code Revisions

Revisions to the City of Plano Food Code are needed due to changes in State Law resulting from legislation. Additionally, we are proposing one change to the grease trap requirements which will make this section of the code less restrictive. Following are the proposed changes:

1. We are requesting the removal of the minimum size requirement for a grease trap (currently 500 gallons). We will require the trap to be appropriately sized for the establishment based on equipment and operations. The minimum sizing requirement was resulting in multiple variances for smaller establishments. This will simplify the process of sizing and approval of grease traps.
2. Dogs on Patio: Senate Bill 476 allows food establishments to offer a dog patio by right. It provides minimum sanitation requirements the facilities must follow. We are removing sanitation requirements and the requirement for a dog patio variance from the Food Code. We have referenced the sanitation requirements now found in state law.
3. Farmer's Markets:
 - a. House Bill 1694 allows those providing samples at a farmer's market to do so without a permit and restricts the local government authority from regulating the provision of samples at a farm or farmer's market. We are removing the sanitation requirements for sampling at a farmer's market. Those providing samples must meet the sanitation requirements in Section 437.020 of the Texas Health and Safety Code.
 - b. Senate Bill 932 allows farmers selling at farmer's markets, from their farm, or from a farm stand to operate under one annual permit that is valid in multiple locations. While the City of Plano does not permit individual farmers at markets (the market coordinator holds one permit for the entire market), we would offer annual permits to farmers if they wanted to sell directly from their farm or operate a farm stand outside of a farmer's market. We have added a subsection to the farmer's market section of the Food Code outlining what sanitation regulations would be applicable to this situation.

Public outreach was not needed for these changes as all but the change in the grease trap requirements are due to recent legislation and needed in order to be consistent with state law. The removal of minimum sizing for grease traps is a change that makes the code less restrictive and will be of great benefit to smaller food establishments.

Thank you for your time and attention to this important matter. Please let me know if you require any further information.

An Ordinance of the City of Plano, Texas, amending certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date.

WHEREAS, on April 23, 2018, the City Council of the City of Plano duly passed Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano; and

WHEREAS, the State Legislature adopted certain legislation related to the regulation of food and food establishments and staff recommends amending certain provisions in the existing ordinance to be consistent with the same; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City and its citizens and will promote health, safety, and welfare of the citizens of Plano and the general public.

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

Section I. Certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano are hereby amended as set forth below:

Sec. 9-1(b) *Amendments, modifications and deletions.*

Section 228.146. Plumbing Design, Construction, and Installation. Section 228.146(g)(2) is amended to read as follows:

- (2) Grease traps shall be:
 - (A) Adequately sized by a professional engineer, master plumber, or architect;
 - (B) Installed and maintained in accordance with the Plumbing Code;
 - (C) Located outside of the food preparation area of the establishment; and
 - (D) Easily accessible for cleaning.

Section 228.186. Premises, Buildings, Systems, Rooms, Fixtures, Equipment, Devices, and Materials. Section 228.186 (o)(4) is amended to read as follows.

- (4) Dogs on an outdoor patio of a food establishment shall meet the requirements set forth in Section 437.025 of the Texas Health and Safety Code, as amended.

Sec. 9-2. – Farmer’s markets.

Section 9-2(a) is amended by adding subsection (1) to read as follows:

- (1) Farm stands and farmers selling food from their farm must meet the requirements of this section.

Section 9-2(b)(2) is amended to read as follows:

- (2) Farmer's market vendors that offer, sell, or distribute temperature control for safety (TCS) food shall have a person in charge that can provide proof upon request of successfully passing a Texas Department of State Health Services (TDSHS) recognized certified food handler course. Food vendors that offer, sell, or distribute only prepackaged non-TCS food and plants, nuts in the shell, or whole, raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption, are exempt from the certified food handler requirement.

Section 9-2(c)(5) is amended to read as follows:

- (5) *Sampling*. Sampling shall meet the requirements of Section 437.020 of the Texas Health and Safety Code, as amended.

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

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

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

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

DULY PASSED AND APPROVED this the 23rd day of September, 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: 9/23/2019

Department: Prop Standards

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Ordinance No. 2019-9-17: To amend Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano by adding Division 4, Registration and Inspection of Hotel / Motel Properties, to provide for procedures allowing registration and inspection of hotel / motel properties; providing a penalty clause, a severability clause, a repealing clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20	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	43,256	43,256
Balance	0	0	43,256	43,256

FUND(S): General Fund

COMMENTS: This item will establish the fee schedule for Plano's hotel/motel registration and inspection program with expected revenues totaling \$43,256.

SUMMARY OF ITEM

The proposed ordinance creates an annual hotel / motel registration and inspection program. The purpose of this program is to safeguard the life, health, safety, welfare, and property of the occupants of hotel / motels and the general public by developing a process to enforce minimum building standards and

property maintenance codes and to provide equitable and practical remedies for the violation of minimum building standards and property maintenance codes.

Strategic Plan Goal:

Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	9/18/2019	Memo
Ordinance	9/18/2019	Ordinance

Date: September 12, 2019

To: Mark D. Israelson, City Manager

From: Lori F. Schwarz, AICP, Director of Neighborhood Services

Subject: Amendments to Code of Ordinances Chapter 6, Buildings and Building Regulations

Item Summary

The proposed ordinance creates an annual hotel / motel registration and inspection program. The purpose of this program is to safeguard the life, health, safety, welfare, and property of the occupants of hotel / motels and the general public by developing a process to enforce minimum building standards and property maintenance codes and to provide equitable and practical remedies for the violation of minimum building standards and property maintenance codes.

Background

Each year, an increasing number of violations are being identified at hotels and motels located within the city. These violations put at risk the health, safety and welfare of the hotel / motel staff and guests. Most of these violations are directly related to deferred or improper property maintenance, structural deficiencies, inadequate sanitation and land use. Additionally, past economic trends and recent housing market conditions have resulted in many individuals and families utilizing hotels and motels as a longer term housing solution.

The Neighborhood Services Department conducted two stakeholder outreach meetings on November 16, 2016 and February 2, 2017 with Plano hoteliers. City staff also sought input from the Dallas Hotel / Motel Association but did not receive a response. On August 29, 2018, City staff met with the Plano Chamber of Commerce to discuss the overall intent and expectations of the program and to address any concerns the Chamber members may have expressed. No objections were received as a result of these meetings or discussions.

In early September 2018, the City was contacted by the Texas Hotel & Lodging Association requesting a meeting to discuss the proposed program. Meetings were held on October 4, 2018 and May 29, 2019. As a result of these meetings, two additional stakeholder meetings were held on June 26 and July 10, 2019 to make requested modifications to the program requirements. All hoteliers in attendance at the July 10 meeting approved the final program requirements.

The Hotel / Motel Registration and Inspection Program has been developed to be similar to the Rental Registration and Inspection Program (RRIP) that was implemented in FY 2005-06 and will ensure that hotel and motel properties located within the city are maintained in a safe and healthy manner. If approved by City Council, the registration packets will be delivered in January 2020 and the initial registrations for hotel / motels will be due on April 30, 2020. A position to assist in the inspection of these properties was included in the FY 2018-19 budget.

xc: Jack Carr, Deputy City Manager

An Ordinance of the City of Plano, Texas amending Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano by adding Division 4, Registration and Inspection of Hotel / Motel Properties, to provide for procedures allowing registration and inspection of hotel / motel properties; providing a penalty clause, a severability clause, a repealing clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the City Council has enacted regulations regarding property maintenance in the City of Plano, Texas; and

WHEREAS, such regulations are now codified in Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, Texas; and

WHEREAS, in order to provide for procedures allowing registration and inspection of hotel / motel properties, the City Council must add Division 4, Registration and Inspection of Hotel / Motel Properties.

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

Section I. Article III, Property Maintenance Code, of Chapter 6, Building and Building Regulations, of the Code of Ordinance of the City of Plano is hereby amended by adding Division 4 to read in its entirety as follows:

"DIVISION 4. - REGISTRATION AND INSPECTION OF HOTEL / MOTEL PROPERTIES

Sec. 6-111. - Short title.

This division may be referred to as the "Hotel / Motel Registration and Inspection Code".

Sec. 6-112. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated. Where terms are not defined, they shall have their ordinary accepted meanings.

Building Official means the official or other designated authority performing the duties of the Chief Building Official of the City, or his or her duly authorized representative.

Common area means communal areas of the hotel / motel, including hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

Director of Neighborhood Services or *director* means the code compliance director or the director's duly authorized representative who is charged with the administration and enforcement of this article.

Hotel / Motel means a building or group of buildings designed for and occupied as a temporary dwelling place of individuals and providing 4 or more rooms suitable for daily or

long-term occupancy. Hotel services including daily housekeeping and upkeep of furnishings must be provided.

Hotel / Motel room means the portion of the hotel / motel which may be used by a guest as a temporary residence, including single rooms and suites.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any individual living or sleeping in a building, or having a right to possession of a space within a hotel / motel room.

Operator means the manager, management company, managing agent or on-site manager of a hotel / motel.

Owner means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person means an individual, corporation, partnership or any other group acting as a unit.

Premises mean a lot, plot or parcel of land, easement or public way, including any structures thereon.

Sec. 6-113. - Purpose.

The purpose of this division is to safeguard the life, health, safety, welfare, and property of the occupants of hotel / motels and the general public by developing a process to enforce minimum building standards and property maintenance codes; and to provide equitable and practical remedies for the violation of minimum building standards and property maintenance codes.

Sec. 6-114. - Applicability and administration.

- (a) This article shall apply to hotel / motels located in the city which are (5) years old or older with 4 or more rooms.
- (b) The Neighborhood Services Director and the director's authorized representatives are authorized to administer and enforce the provisions of this article.

Sec. 6-115. - Registration required.

- (a) The owner or operator of a hotel / motel meeting the applicability in section 6-114 (a) shall annually register the premises with the Director of Neighborhood Services by April 30th of each calendar year.
- (b) A registration is valid for one calendar year, unless the ownership of the hotel / motel changes.
- (c) If a change in ownership of the hotel / motel occurs during the period that a registration is otherwise valid, the new owner of the hotel / motel shall have thirty (30) days from the date

the change of ownership occurred to file a new registration with the Director of Neighborhood Services and shall pay a twenty-five dollar (\$25.00) fee to re-issue the registration.

- (d) Registration re-issues received after thirty (30) days of ownership change shall be assessed a late fee of seventy-five dollars (\$75.00) at the time of registration re-issue.
- (e) Annual registration or renewals postmarked or received after April 30th shall be assessed an additional fee increase of:
 - (1) Ten (10) percent of registration fee, as outlined in section 6-116 (b), if within one month of due date;
 - (2) Thirty (30) percent of registration fee, as outlined in section 6-116 (b), if within two (2) months of due date;
 - (3) Fifty (50) percent of registration fee, as outlined in section 6-116 (b), thereafter.
- (f) All fees and assessments must be current with the city prior to the renewal of a registration certificate.
- (g) The registration shall be on a form prescribed by the neighborhood services director and shall at a minimum, contain the following information about the premises:
 - (1) The trade name, physical address, business mailing address and total number of units or hotel / motel rooms;
 - (2) The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime;
 - (3) The names, addresses, and telephone numbers of the property owner, operators, property manager, resident manager, registered agent, and all federal, state, and local funding agencies;
 - (4) The names, addresses and telephone numbers of any mortgage lienholders.
- (h) An operator commits an offense if the operator operates a hotel / motel which is not currently registered with the director as prescribed.

Sec. 6-116 – Registration Fees.

- (a) The owner or operator of a hotel / motel shall annually pay the city a fee to offset the city's cost of administration, registration and inspection.
- (b) Hotel / Motel owner or operators that have not received an inspection waiver or a previously awarded waiver has been rescinded or has expired as provided for in section 6-117 shall submit an annual fee of eight dollars (\$8.00) per hotel / motel room per year with the registration form required by section 6-115.
- (c) Hotel / Motel owner or operators that have received an inspection waiver and the waiver has not been rescinded or has not expired as provided for in section 6-117 shall submit an annual fee of two hundred fifty dollars (\$250.00) per year with the registration form required by section 6-115.

- (d) The owner or operator of a hotel / motel that fails a periodic inspection as provided for in section 6-117 shall eliminate all violations identified at the time of the periodic inspection. Follow-up inspections shall be scheduled by the director or the director's representative after a period of time determined by the director or the director's representative to be sufficient for the owner to abate the violations. Inspection fees shall be assessed as follows:
 - (1) *Initial inspection and first re-inspection*—No fee.
 - (2) *Second re-inspection*—Two hundred fifty dollars (\$250.00) per hotel / motel room or public area inspected.
 - (3) *Third and subsequent re-inspections*—Five hundred dollars (\$500.00) per hotel / motel room or public area inspected.
- (e) A fee of twenty five dollars (\$25.00) shall be submitted to reprint an already issued hotel / motel registration certificate.

Sec. 6-117. - Inspection by director or director's designated representative.

- (a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable city codes and to determine compliance with this article, the director or director's designated representative may conduct:
 - (1) Annual inspections;
 - (2) Follow-up inspections; and
 - (3) Inspections based on indications of code violations, including complaints filed with the director or director's designated representative.
- (b) The following areas of a hotel / motels shall be subject to periodic inspection by the director or director's designated representative:
 - (1) All building exteriors;
 - (2) All exterior and interior common areas;
 - (3) All mechanical, maintenance, storage and equipment rooms and closets;
 - (4) Vacant hotel / motel room;
 - (5) Comparative sample of occupied hotel / motel rooms upon receipt of consent by the room's occupant or other recourse as provided by law.
- (c) Hotel / motels that are found to be maintained in accordance with minimum building and property maintenance standards during the initial inspection may receive a waiver of inspection and will not require an annual inspection for the following two (2) years unless a subsequent complaint based violation is identified prior to the next required annual inspection.
- (d) The director, building official or their designated representative may inspect portions of a hotel / motel as frequently as the director or building official deems necessary. Annual inspections shall be scheduled within 3 months of any previous annual inspection, unless otherwise exempted by waiver of inspection, but no less frequently than once every three (3) years.

- (e) The operator of a hotel / motel shall make all exteriors, all interior and exterior public areas, and all vacant hotel / motel rooms of the premises available to the director or director's designated representative for inspections at all reasonable times subject to the authority provided by subsection (g) below.
- (f) The director or director's designated representative is authorized to make follow-up inspections of a hotel / motel premises which fails a periodic inspection and to inspect all areas included in the periodic inspection until such time as the violations are abated.
- (g) The authority granted to conduct inspections by the director or the director's designee in section 6-117 is subject to all limitations provided in state and federal law. If entry is refused or not obtained, the director or director's representative is authorized to seek a warrant allowed by Article 18.05 of the Texas Code of Criminal Procedure, as amended.

Sec. 6-118. – Owner or operator self-inspections.

- (a) The owner or operator of a hotel / motel premises or their designee shall inspect each hotel / motel room:
 - (1) The inspection of a hotel / motel room shall be conducted a minimum of once annually;
 - (2) The owner or operator or their designee shall sign and date each self-inspection report at the time of completion for each hotel / motel room upon the premises.
 - (3) The minimum building and property maintenance standards established by the International Property Maintenance Code and other applicable city codes shall be covered by the inspection. Required items shall include but not be limited to the following:
 - a. Electrical facilities;
 - b. Plumbing facilities;
 - c. Heating facilities;
 - d. Ventilation;
 - e. Smoke detectors;
 - f. Occupancy limitations;
 - g. Means of ingress/egress;
 - h. Handrails and guardrails; and
 - i. Rubbish and garbage
- (b) An operator shall maintain reports of the inspections conducted pursuant to subsection (a) for all hotel / motel rooms within and on the premises.
 - (1) The reports shall be in written form on a form prescribed or approved by the Director of Neighborhood Services or the Director's designated representative.
 - (2) Any alterations to an approved form must be resubmitted for approval.
 - (3) The report shall include places for marking whether the hotel / motel room complies with the standards set by this section.

- (4) The inspection reports shall be maintained on the premises by the operator for a minimum of three (3) years.

Sec. 6-119. - Offenses.

An operator commits an offense if the operator:

- (1) Operates a hotel / motel which is not currently registered with the director as required by this article;
- (2) Fails to pay administrative or inspection fees as required by this article;
- (3) Fails to make owner self-inspections as outlined in section 6-118; or
- (4) Fails to post registration certificates and emergency contact signs as outlined in section 6-120, or
- (5) Commits any other violation of this article.

Sec. 6-120. - Posting.

Each hotel / motel premises described herein shall have prominently displayed in a conspicuous, publicly accessible area on the premises of the hotel / motel:

- (1) Current and valid registration certificates.
- (2) If the property is not staffed continuously, then signs posted by the owner or owners representative showing the names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period.

Sec. 6-121. - Enforcement.

- (a) A violation of this division is a Class C misdemeanor punishable as stated in section 1-4(a) of this Code.
- (b) Nothing in this article prohibits the City of Plano from enforcing civil and criminal enforcement remedies concurrently or availing itself of any other remedy allowed by law.

Sec. 6-122-135. – Reserved”

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

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

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

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

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

DULY PASSED AND APPROVED this the 23rd day of September, 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: 9/23/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2019-9-18: To amend Section 12-74(b) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish subsection “Chapel Hill Boulevard” to set a maximum speed limit for vehicles operating on Chapel Hill Boulevard; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

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

FUND(S): General Fund

COMMENTS: This item will alter the amount of revenue received by fines; however, at this time the impact of the new speed limits on revenue collection is undeterminable.

SUMMARY OF ITEM

The Traffic Engineering Division has performed a speed zone study along the portion of Chapel Hill Boulevard within the Plano city limits. Chapel Hill Boulevard is a six-lane arterial with a current posted speed limit of 30 mph.

Based on the speed zone study, the Traffic Engineering Division recommends a speed limit of 40 mph along Chapel Hill Boulevard between Plano Parkway and Dallas Parkway northbound frontage road.

The Traffic Engineering Division recommends approval of this Ordinance.

Strategic Plan Goal:

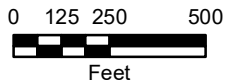
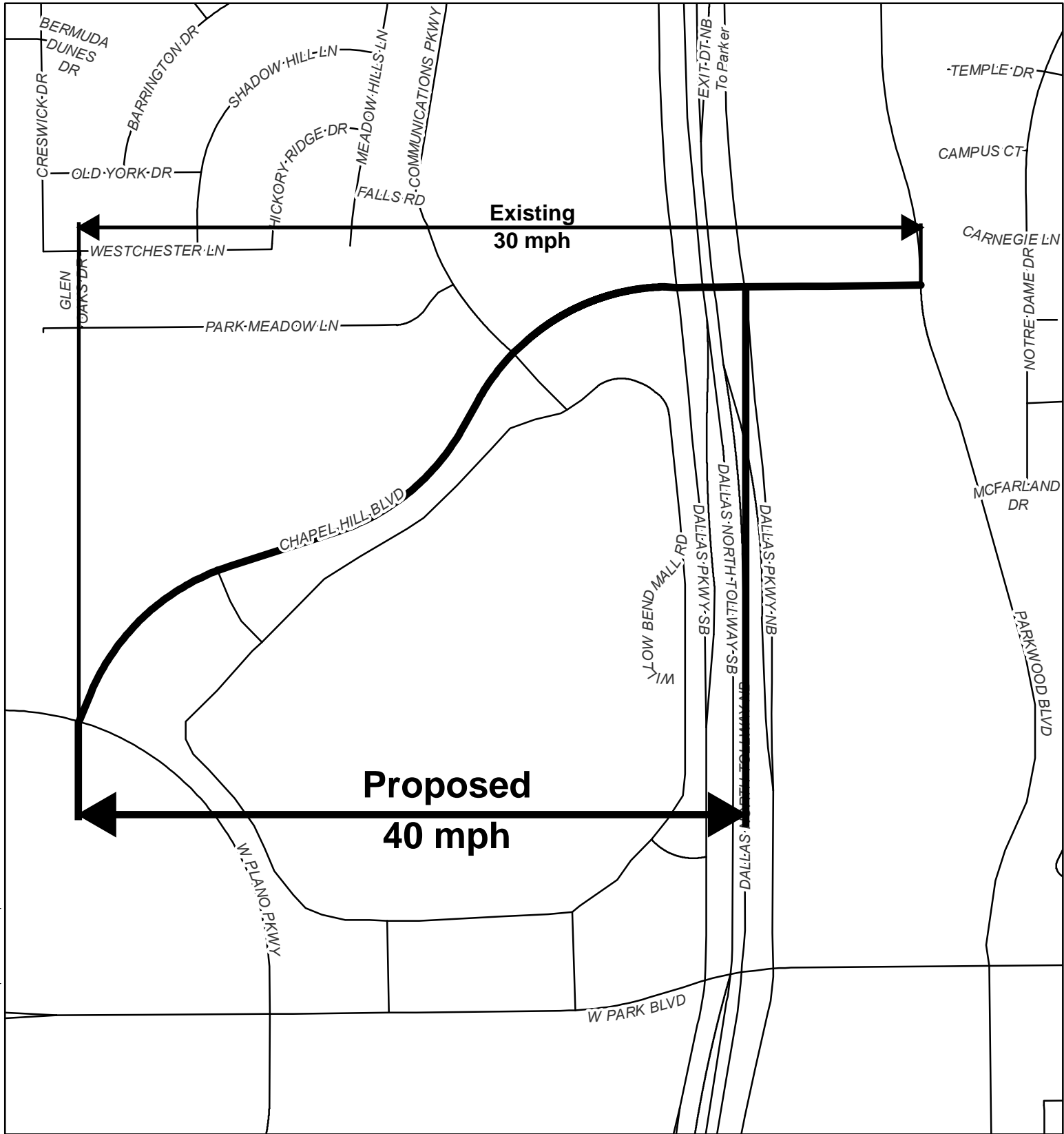
Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

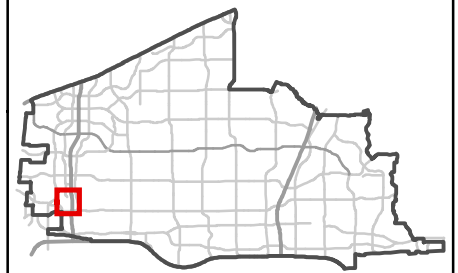
ATTACHMENTS:

Description	Upload Date	Type
Location Map	9/12/2019	Map
Ordinance	9/12/2019	Ordinance



Chapel Hill Boulevard Proposed Speed Limit Change

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-74(b) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish subsection “Chapel Hill Boulevard” to set a maximum speed limit for vehicles operating on Chapel Hill Boulevard; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

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

WHEREAS, a traffic engineering study of Chapel Hill Boulevard has been completed, and the City Council is of the opinion that the speed limit applicable to certain portions of this roadway should be altered.

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

Section I. Section 12-74(b), Maximum limits on specific streets, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by adding the following subsection:

Sec. 12-74(b) Maximum limits on specific streets

“Chapel Hill Boulevard:

- (1) Forty (40) miles per hour along and upon Chapel Hill Boulevard from its intersection with Plano Parkway to its intersection with Dallas Parkway northbound frontage road.”

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

Section 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 of constitutionality of any other portion of this Ordinance.

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

Section V. 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 not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH OFFENSE. Each and every violation shall be deemed to constitute a separate offense.

Section VI. This Ordinance shall become effective immediately upon its passage, publication as required by law, and after all necessary signs have been installed.

DULY PASSED AND APPROVED this 23rd day of September, 2019.

Harry La Rosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: April Castor

CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-012 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 110.5 acres of land located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Silos Harvesting Partners, LP **Tabled to October 14, 2019**

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
P&Z Follow-Up	9/12/2019	P/Z Follow-up Memo
Second Vice Chair Report	9/13/2019	P/Z Follow-up Memo
Staff Report	9/12/2019	Staff Report
Locator	9/12/2019	Map
Aerial	9/12/2019	Map
Zoning Exhibit - Bold	9/12/2019	Exhibit
Associated Concept Plan	9/12/2019	Informational
Ordinance with Attachments	9/17/2019	Ordinance

DATE: September 4, 2019

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2019

AGENDA ITEM NO. 3A - PUBLIC HEARING

ZONING CASE 2019-012

APPLICANT: SILOS HARVESTING PARTNERS, LP

This is a request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive **from** Central Business-1 **to** Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Project #ZC2019-012.

APPROVED: 4-3 **DENIED:** **TABLED:**

The Commissioners voting in opposition stated concerns regarding conformance with the Comprehensive Plan, concerns of adjacent property owners, proposed design of the development, and loss of open space impacting the aesthetics of the subject property.

Speaker Card(s) Received	Support:	<u>1</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>0</u>	Oppose:	<u>2</u>	Neutral:	<u>0</u>
Petition Signatures Received:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Other Responses:	Support:	<u>3</u>	Oppose:	<u>2</u>	Neutral:	<u>0</u>

STIPULATIONS:

Recommended for approval as follows:

1. Finding that the proposed Planned Development district and its stipulations pertaining to building materials are of regional cultural or architectural importance to the community due to its significance for generating economic investment.

2. With the restrictions as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.
- b. Streets, Drives, and Sidewalks:
 - i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
 - ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
 - iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.
- c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.
- c. Boardwalk Standards
 - i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.
 - ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:

- a. Maximum number of units: 795
- b. Minimum density: 40 dwelling units per acre
- c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
- d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
- e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
- f. At least 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire

codes. Any finish and material permitted by building and fire codes and Article 23 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.

g. Minimum parking requirements:

- i. One bedroom or less: One parking space per unit
- ii. Two bedrooms: 1.5 parking spaces per unit
- iii. Three bedrooms or more: Two parking spaces per unit

h. Maximum Height: Seven stories within 200 feet of single-family lots.

5. Phasing:

- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
- b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed, and approved by the City of Plano, prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
- c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.

2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
- ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

FOR CITY COUNCIL MEETING OF: September 23, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

EM/amc

xc: Samuel Ware , Silos Harvesting Partners, LP
 Bill Dahlstrom, Jackson Walker, LLP
 Jeanna Scott, Plan Review Services Manager

<https://goo.gl/maps/E3EusXprmYAgPyxM8>

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

ZONING CASE 2019-012

SEPTEMBER 4, 2019

SECOND VICE CHAIRMAN'S REPORT

Agenda Item No. 3A – Public Hearing

Zoning Case 2019-012 – Request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive from Central Business-1 to Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Project #ZC2019-012.

Applicant: SILOS HARVESTING PARTNERS, LP

Staff Recommendation: Staff recommended approval as follows:

1. Finding that the proposed Planned Development district and its stipulations pertaining to building materials are of regional cultural or architectural importance to the community due to its significance for generating economic investment.
2. With the restrictions as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.

b. Streets, Drives, and Sidewalks:

- i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
 - ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
 - iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.
- c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.
- c. Boardwalk Standards
 - i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.

- ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:

- a. Maximum number of units: 795
- b. Minimum density: 40 dwelling units per acre
- c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
- d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
- e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
- f. At least 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes and Article 23 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
- g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit

- iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
- 5. Phasing:
 - a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
 - c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

Commission Action: After hearing from the Applicant in support of the item, Chair Muns closed the public hearing. After much discussion, upon a motion made by Commissioner Downs and seconded by Commissioner Beach, the Commission voted 4-3 to approve the item subject to the stipulations recommended by staff. Commissioner Barbera, Commissioner Thomas and Commissioner Stone voted in opposition to the item. Commissioners Gibbons was absent and did not attend the meeting.

Comments made in support of the motion included:

- The difficulty of rezoning a currently existing facility made this project an acceptable compromise that is supported by the comprehensive plan.
- The adjacent residential use makes the proposed residential use contemplated in this project acceptable.
- Adequate demand existed for residential portion of the project
- The proposed project would allow for a safe environment to live and work.

Comments made in opposition of the motion included:

- The location of the requested use is better suited as an employment center and not appropriate for residential use.
- The requested use incompatible with the surrounding office use.
- The requested residential component of this use is not situated in the best location within this project.
- The layout of the structures would obscure the existing aesthetic quality of a significant landmark in the city.

Respectfully Submitted,

Hilton Kong

Hilton Kong Second Vice Chair
City of Plano Planning & Zoning Commission

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 3, 2019

Agenda Item No. 3A

Public Hearing: Zoning Case 2019-012

Applicant: Silos Harvesting Partners, LP

DESCRIPTION:

Request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive **from** Central Business-1 **to** Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Project #ZC2019-012.

REMARKS:

The applicant is requesting to rezone the subject property to create a planned development district to allow additional uses in specific locations on the property and modify development standards for the whole site. The existing zoning is Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the CE district to permit a highly concentrated business center similar to traditional downtown areas of major cities. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The subject property was developed as a corporate office campus for J.C. Penney in the early-1990s. Today, the campus is partially developed with two office buildings totaling approximately 1.8 million square feet, with two parking garages, landscape amenities, and a drainage feature. Excluding existing buildings and other site improvements, approximately 38 acres of land remain undeveloped, primarily along the Headquarters Drive and Legacy Drive frontage. The campus buildings are currently occupied primarily with professional/general administrative offices and include other service uses available to the public such as restaurants, child care, pharmacy, and fitness center. Per the applicant, the building contains approximately 1.83 million square feet of leasable area, of which 1.46 million square feet (80%) are occupied.

With this request, the applicant is proposing to allow mid-rise residential and food truck park uses by right in specific areas of the planned development district. Multifamily uses require approval of a Specific Use Permit (SUP) in the CB-1 district. The applicant is also

proposing to continue the pedestrian-oriented street pattern established to the east and northeast of the subject property and require open space and other standards to support the proposed development form.

A concept plan, Legacy West Addition, Block E, Lots 2R, 5R, 6R, 7R, and 8 accompanies this request as Agenda Item 3B.

Surrounding Land Use and Zoning

North	Across Headquarters Drive, properties are zoned PD-64-CB-1 and CB-1 and are developed with professional/general administrative office uses.
East	Single-family residences zoned PD-65-CB-1, park, retail, and bank zoned CB-1. Across Communications Parkway is a mixed-use development also zoned PD-65-CB-1.
South	Across Legacy Drive, existing and proposed professional/general administrative offices and undeveloped properties zoned Commercial Employment (CE) and Planned Development-40-Commercial Employment (CE).
West	Across Legacy Drive, professional/general administrative offices zoned CE.

Proposed Development Stipulations

The requested zoning is PD-CB-1. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to allow the following uses by right:

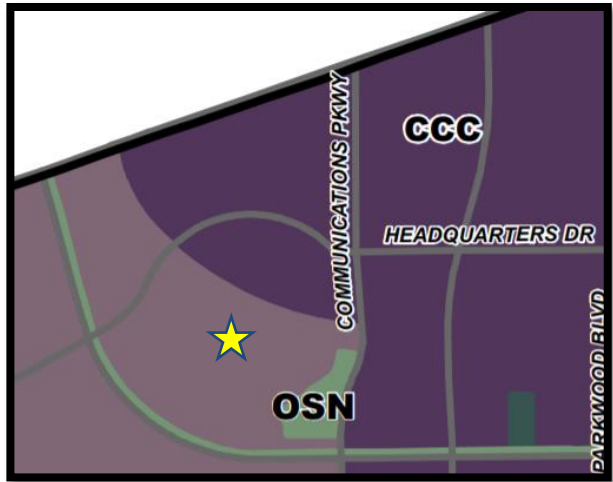
- Mid-Rise Residential (minimum five floors of multifamily residential occupancy) to the area northeast of the existing buildings and as defined by Tract 1 on the zoning exhibit, and
- Food Truck Park to the area south and west of the existing buildings and as defined by Tract 2 on the zoning exhibit.

Design Standards - The language in the proposed PD district would allow the site to be developed with street, sidewalk, open space, and other standards intended to support a higher concentration of uses and encourage livability and walkability.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map designates the northern portion of the property as Compact Complete Center (CCC) and the remainder, and majority of the property, as Employment Center (EC).

The CCC future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.



The EC future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

The northern portion of the subject property is designated as CCC; the remainder, and majority of the property, is designated as EC. The CCC and EC designations are distinct in regards to recommended uses and site design. The applicant's request separates the subject property into two tracts with uses and standards intended to incorporate the recommendations of the two Future Land Use Map categories.

The CCC designated portion of the property includes two small undeveloped parcels available for infill development. This portion of the property is identified as Tract 1 within the zoning exhibit and is referenced in the planned development stipulations. The applicant is proposing mid-rise residential buildings served by structured parking. Additionally, the zoning exhibit identifies pedestrian pathways connecting the residential development to the office development, open space, and adjacent future city park.

The remainder, and significantly larger portion of the subject property, is designated as EC. This portion includes the majority of the undeveloped land and an existing pond amenity. This area is identified as Tract 2 within the zoning exhibit and planned development stipulations. Tract 2 includes uses in conformance with the current CB-1 zoning; although, the applicant is proposing the additional use of food truck park by right.

The planned development proposes blocks to be separated by pedestrian-oriented streets built with wide sidewalks, on-street parking, and street trees in accordance with city standards. Tract 2 focuses development around a centralized pond amenity with a proposed boardwalk improvement. As shown, commercial uses could be developed with either surface or structured parking. The connectivity, open space, and other amenities are important to create a development pattern and environment suitable to support quality of life for the residents in Tract 1 in addition to supporting a quality business environment for the density anticipated by CB-1 zoning.

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).

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



The existing CB-1 zoning currently allows multi-story buildings with minimal building setbacks as shown on the companion concept plan. Although the requested PD would change the permitted uses, the restrictions would allow the existing suburban office campus to remain, but would change the present form and character of the property to accommodate urban development with pedestrian-oriented street standards. This level of change may be consistent with rehabilitation of the existing suburban-style office campus as is specified by the Conserve and Enhance designation, due to the existing zoning and combination of Future Land Use designations on the site.

Taking a broad view of development in the general area, the applicant's zoning request allows this property to serve as a transition between two development styles. The applicant is proposing standards that would marry the urban development form occurring to the east and northeast of the subject property with redevelopment of the existing low-rise campus development onsite, and existing low-density development to the west and south. The proposed rehabilitation is not consistent with the existing form, but, except for land use requests, is allowed by right under the current CB-1 zoning.

Land Use Policy - *Plano will support a system of organized land uses to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The requested PD would provide greater housing and employment choices for the area. The residential uses are organized to be contiguous with the existing single-family residences within the adjacent PD-65-CB-1. The proposed planned development

requires standards that would respect the existing corporate campus by allowing the office development and some immediate open space amenities to remain, while complimenting them with new development and urban street standards throughout the remainder of the property. The request intends to blend the suburban corporate campus with new, infill commercial development along Legacy Drive and Headquarters Drive, supported by additional housing adjacent to existing residential to the east.

The proposal includes open space placed adjacent to the existing single-family neighborhood to the east, preserving the existing trees and open area. This open space area varies, but is approximately 100 feet at the narrowest. Additionally, the applicant is proposing a maximum building height within proximity to the existing single-family residences. Further, the applicant is proposing street trees and enhanced facade materials along the Headquarters Drive street frontage, facing existing commercial properties. The request has been organized and developed with standards demonstrating respect for existing neighborhoods and businesses. This zoning request is in conformance with the Land Use Policy.

Community Design Policy - *Plano will promote and incorporate unique and functional community design components with new developments, public spaces, and streetscapes to enrich areas throughout the city, create distinctive visual character, and ensure a citywide pedestrian-friendly environment.*

The requested PD includes required open spaces and pedestrian-oriented streets throughout the subject property. The creation of a boardwalk along the pond and the existing plaza open space to the north of the existing campus could create areas of distinctive visual character within the subject property. If these areas are developed and established with a focus on creating distinctive visual character and maintaining the pedestrian-friendly environment, this zoning request would be fully in conformance with the Community Design Policy.

Undeveloped Land Action Statement UL3 - *Situate new housing growth adjacent to existing residential neighborhoods.*

The applicant is proposing housing adjacent to the existing single-family residences within PD-65-CB-1 to the east. This request is in conformance with this policy statement.

Adequacy of Public Facilities - Water and sanitary sewer services are currently in place to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity, if the property is developed with residential uses.

School Capacity - The subject property is served by both the Plano Independent School District and the Frisco Independent School District. The residential uses have been restricted to the portion of the site served by the Frisco Independent School District, which has provided a letter regarding school capacity and staff has included as an attachment.

Public Safety Response Time - The nearest fire station is Station 13, located approximately a half-mile away. Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the introduction of 795 mid-rise residential units on a portion of Tract 1 versus the potential development of 250,000 square feet of office uses within the same land area. The following table shows the estimated traffic generation during a single hour during weekday peak hour (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	Building Area or Unit Total	AM	PM
Possible Professional general/administrative office (Tract 1)	250,000 square feet	388	373
Proposed Mid-Rise Residential (Tract 1)	795 units	278	350

From the table above, the ITE data projects that multifamily residential development would generate 39% less peak hour morning traffic and 7% less peak hour evening traffic.

Access to and Availability of Amenities and Services - Immediately to the east of the subject property is City of Plano park land which is currently not developed. In addition to this future park, the applicant will be providing 13.9 acres of open space and other amenities to serve residents. The subject property falls into [Park Fee Area 14](#), and fees to support future parks will be collected at the time building permits are pulled. Public and private open space will be provided to serve residents within the subject property, per the proposed PD standards.

The subject property is located within the Parr Library's service area, and service to future residents would be possible with the current library resources.

ISSUES:

Residential Uses

The requested mid-rise residential use is proposed within vacant infill portions of the subject property, adjacent to the existing suburban office campus. The requested PD would allow a total of 795 mid-rise residential units to be constructed within Tract 1 on the zoning exhibit with development standards to specify density, setback, parking, and building design requirements for these uses.

As proposed, mid-rise residential would be permitted in areas which are in conformance with the Comprehensive Plan's Future Land Use Map and Undeveloped Land Action Statement UL3. The PD proposes standards which would require open space and

pedestrian connections to support residential uses within Tract 1, and the applicant is proposing to locate mid-rise residential adjacent to the existing single-family neighborhood to the east, creating continuity of residential development. Additionally, the applicant is also proposing a height limitation to create predictability for current residents. The height and setback proposed will be similar to the existing and proposed mixed-use development on the east side of Communications Parkway. For these reasons, staff is in support of the proposed mid-rise residential use.

Open Space

The zoning exhibit identifies open space areas defined as follows:

1. Open space - 13.9 acres, including a 7-acre space to the north of the existing office building and other open space areas surrounding the existing office development.
2. Pond amenity - 3.5 acres located adjacent to Legacy Drive.
3. Boardwalk - 0.8 acre encircling the pond amenity.

The proposed PD restrictions specify that open space must be constructed in accordance with the zoning exhibit, with minor adjustments as needed for engineering the pond amenity. In total, open space accounts for 18.2 acres which equates to 17.8% of the subject property, exclusive of public rights-of-way. A majority of the proposed open space areas are adjacent to Tract 1, and will be connected via wide, tree-lined sidewalks to the proposed residential uses and future public park. The pond amenity and boardwalk will be used as amenities for future nonresidential uses. Staff is in support of the proposed open space standards.

Street Standards

The applicant is proposing to utilize the Urban Mixed-Use (UMU) street standards for internal streets. The zoning exhibit and accompanying concept plan show proposed minor streets which will allow lots internal to the site to gain required access and street frontage. The UMU standards require on-street parking, wider sidewalks, and street trees throughout the undeveloped portion of the subject property. The applicant is requesting minor flexibility in these standards to keep two existing divided entrances as currently constructed. Further, the applicant is proposing wider sidewalks and street trees along public street frontages to provide continuity with the Legacy West development to the east. Staff is in support of the proposed street standards.

Phasing

The zoning exhibit shows four phases of development within the subject property. The phasing of development, with associated improvements, is summarized as follows:

Phase I: The existing office buildings, one 7-acre open space, and two 1-acre open space areas.

Phase II: A proposed hotel (Legacy West Addition, Block E, Lot 8), and future nonresidential development. Streets, sidewalks, landscaping, and pedestrian improvements must be constructed prior to the issuance of the first certificate of occupancy for any building, and prior to the approval of a building permit for any use.

Phase III: The mid-rise residential uses, existing parking garages, and open space areas. This phase will include pedestrian connections around the parking garages to create continuity of pedestrian movements around the existing campus buildings.

Phase IV: Future nonresidential development consistent with CB-1 zoning and the PD as proposed, including street improvements.

The phasing standards are related to the timing of construction of improvements, including the boardwalk, and platting of open space. No residential units may receive a building permit until 13.9 acres of open space are shown on an approved preliminary plat. Other improvements including streets, drives, sidewalks, landscaping, and open space, must be completed and approved prior to any certificate of occupancy for a new building within the phase. Additionally, the boardwalk has unique standards to ensure it has a consistent aesthetic and is contiguous to other boardwalk segments. Lastly, the property owner is required to enter into a development agreement with the city to ensure the boardwalk improvements will be constructed. Staff believes the proposed phasing standards are sufficient to require improvements which will support residential and nonresidential development.

Public and private improvements are proposed to be phased. Contractually, some improvements will be completed by the developer and others will be the responsibility of the individual builders. The phasing is intended to protect the overall value of the project as well as ensure consistency through the urban development form. Phasing requirements are included within the PD stipulations so that vertical building construction is completed simultaneously with horizontal public improvements to avoid a disjointed building form that might result in poor community design due to market or other unforeseen conditions.

Building Material Standards

Section 23.200 (Residential Structures) of Article 23 (Exterior Wall Construction Standards) of the Zoning Ordinance contains the following material standards for residential buildings:

“Exterior wall construction for residential structures and retirement housing shall consist of a minimum of 80% masonry, 3-step stucco, and/or glass, with no single wall face of any structure containing less than 50% of its exposed surface of masonry construction. A maximum of 10% of any exposed exterior wall may consist of Exterior Insulation and Finish Systems (EIFS).”

The applicant is proposing a more restrictive standard intended to create higher quality building facades which would require 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings to consist of glass, native stone, clay-fired

brick or tile, or a combination of these materials. Additionally, all exterior building materials made of glass must have a maximum exterior visible reflectance of 20%.

As a Certified Local Government (CLG), the city may regulate exterior materials on buildings located in a place or area designated for historical, cultural, or architectural importance and significance under zoning. The requested PD includes standards which are intended to create a mixed-use pedestrian-oriented development of architectural importance and significance.

The subject property is part of a large master-planned community known as the Legacy Business Park, which is a 2,600 acre office park consisting of over 15 million square feet of office uses, urban residences, retail, restaurant, business services, and hotels. This area features multiple Fortune 500 companies' national and regional headquarters, and employs upwards of 55,000 employees. The Legacy Business Park is known nationally as an international business hub and contributes to the historical, cultural, architectural, and economic importance of the City of Plano.

To be compliant with state law in regulating building materials, the city must find that the area is of historical, cultural, or architectural importance or significance. The finding is noted in the recommendation of this report. Staff is in support of the proposed building material restrictions.

Other Standards

Finally, the applicant is proposing two other standards associated with the request:

1. Allowing food truck park as an additional permitted use in Tract 2. This use could be incorporated to support businesses onsite and activate public spaces such as the boardwalk area.
2. Since shared improvements are required, a governance association is necessary to ensure responsibility for long-term maintenance of common assets.

The proposed standards are sufficient to require the construction of pedestrian-oriented improvements throughout the site, and to support existing and proposed uses as the property develops in the future. Staff is in support of these standards.

SUMMARY:

This is a request to rezone the subject property **from** Central Business-1 **to** Planned Development-Central Business-1 to allow residential uses and modify development standards. The applicant is proposing to allow mid-rise residential uses within the northwest portion of the property consistent with the CCC designation of the Future Land Use Map. The proposed standards are intended to provide amenities and improvements to support residential uses and future commercial development. The standards are sufficient to support residential development, and the request is generally in conformance with the policies and recommendations of the Comprehensive Plan. Staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows:

1. Finding that the proposed Planned Development district and its stipulations pertaining to building materials are of regional cultural or architectural importance to the community due to its significance for generating economic investment.
2. With the restrictions as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.
- b. Streets, Drives, and Sidewalks:
 - i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
 - ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail

uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.

iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.

c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.

b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.

c. Boardwalk Standards

i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.

ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:

a. Maximum number of units: 795

b. Minimum density: 40 dwelling units per acre

c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.

d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible

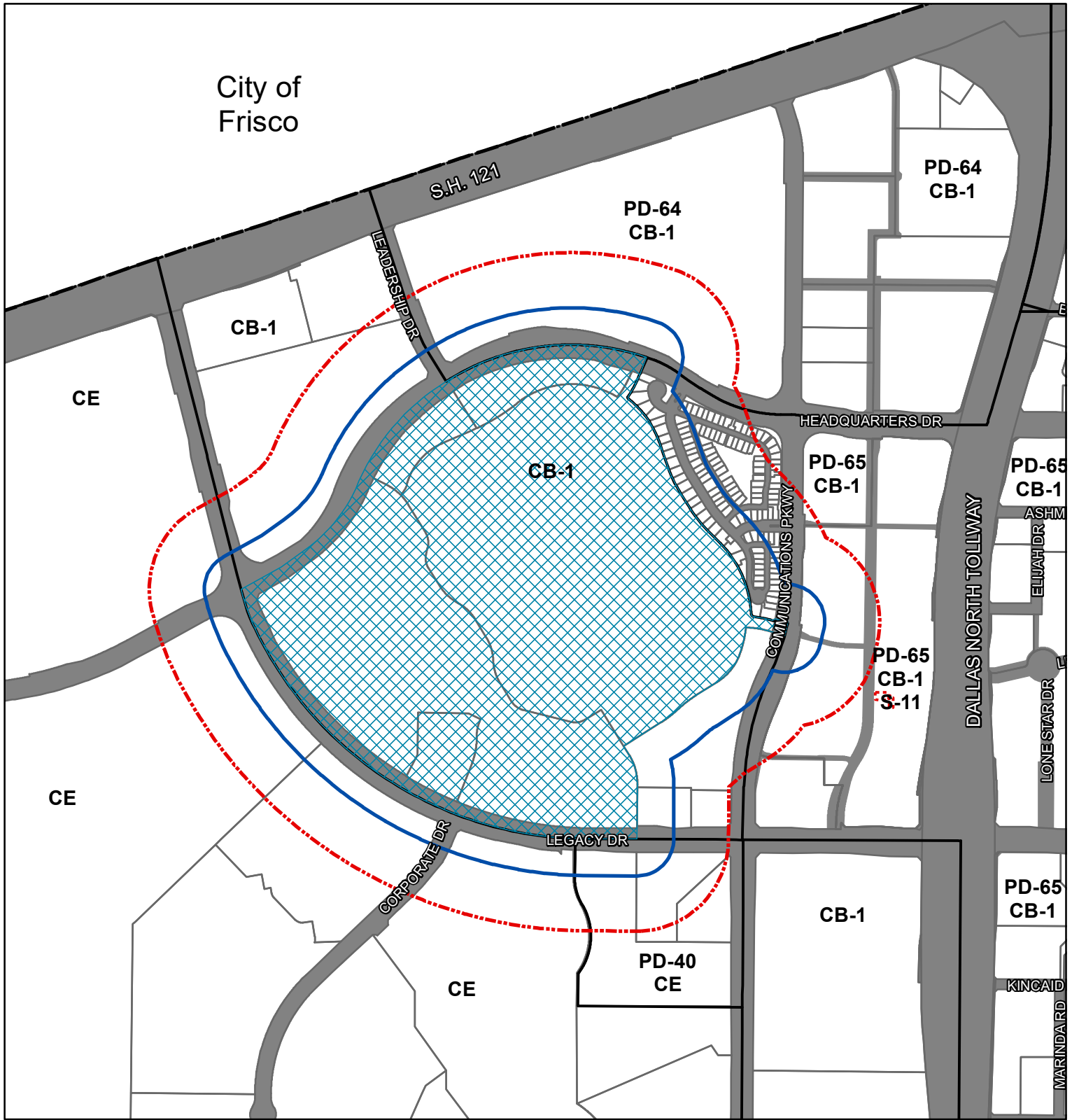
portions of the structured parking for all building elevations must be compatible with the exterior of the main building.

- e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
 - f. At least 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes and Article 23 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
 - g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:
- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.

- c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

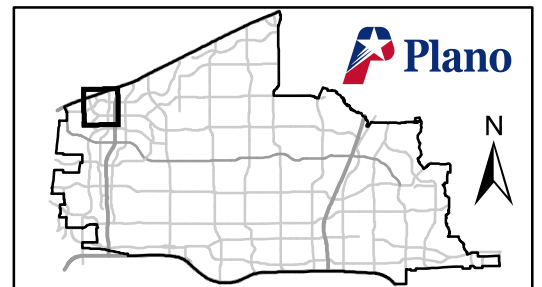


Zoning Case: 2019-012

Existing Zoning: Central Business-1 (CB-1)

Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)

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



0 550 1,100 2,200
Feet



CITY OF
FRISCO

S.H. 121

LEADERSHIP DR

HEADQUARTERS DR

LEGACY DR

CORPORATE DR

COMMUNICATIONS PKWY

DALLAS NORTH TOLLWAY

ELIJAH DR

TENNYSON PKWY

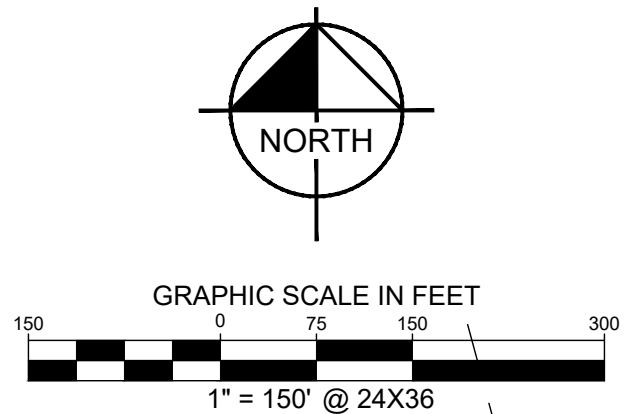
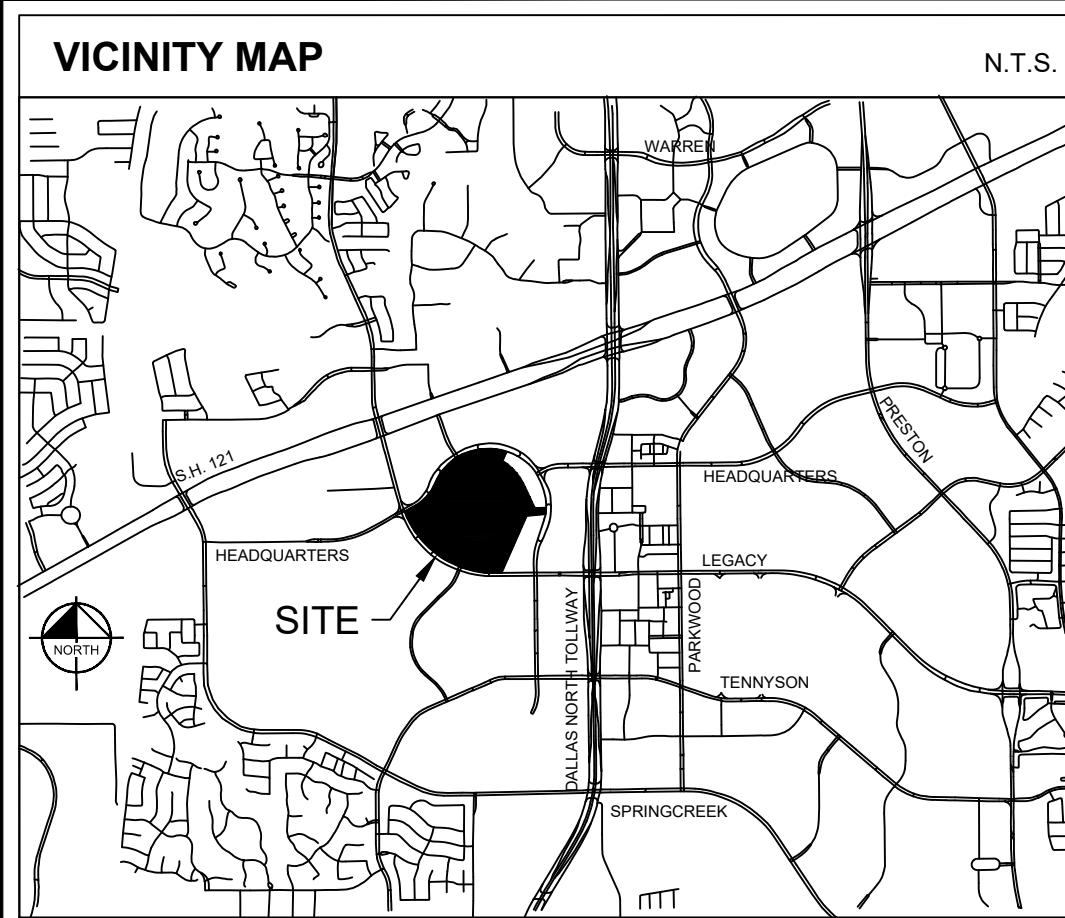


Zoning Case 2019-012



Area of Request

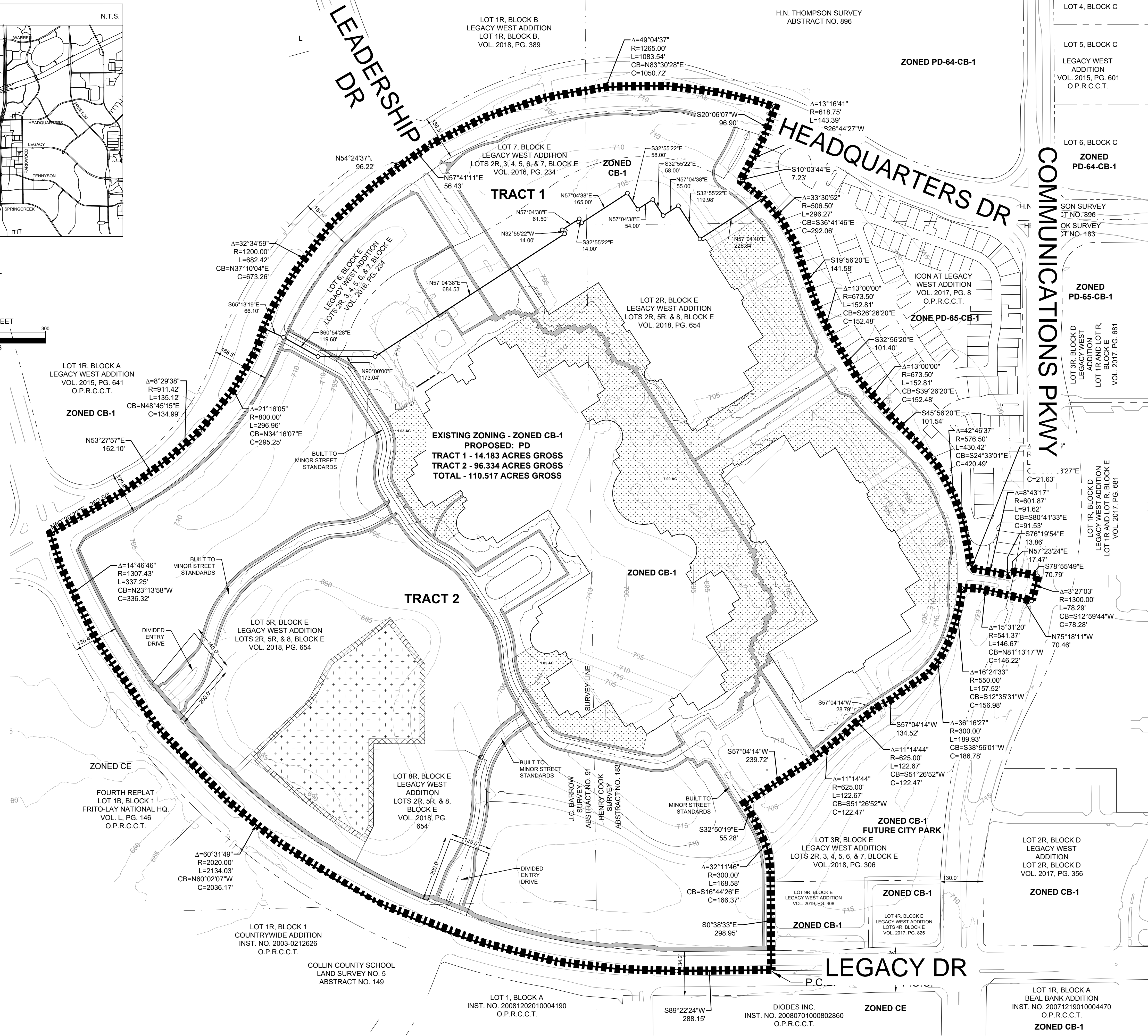




LEGEND		OPEN SPACE CATEGORIES	
	BOARDWALK	0.75%	0.76 ACRES
	OPEN SPACE	13.63%	13.90 ACRES
	POND AMENITY	3.43%	3.50 ACRES
		OPEN SPACE TOTAL	17.80% 18.16 ACRES
		SITE TOTAL	102.00 ACRES

NOTE: SITE TOTAL OF 102.00 IS NET OF ROW INCLUDED IN OVERALL ZONING BOUNDARY.

LEGEND	
	PROPERTY LINE
	TRACT LINE
	LIMITS OF ZONING
	EXISTING CONTOUR
	PEDESTRIAN ACCESS ROUTES



ZONING CASE # 2019-012

ZONING EXHIBIT

110.517 ACRES

BLOCK E, LOTS 2R, 5R AND 8 OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
BLOCK E, LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
HENRY COOK SURVEY, ABSTRACT NO. 183
H.N. THOMPSON SURVEY, ABSTRACT NO. 896
J.C. BARROW SURVEY, ABSTRACT NO. 91
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
CITY OF PLANO, COLLIN COUNTY, TEXAS

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.

OWNER:

KINTETSU ENTERPRISES COMPANY OF AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:

SLOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

SURVEYOR/PREPARER:

KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240
CONTACT: DAVE DE WEIRDT, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 239-3620
Scale 1" = 150'	Drawn by SRD	Checked by DAB
Date AUG. 2019	Project No. 068111009	Sheet No. 1 OF 3

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.

OWNER:
KINTETSU ENTERPRISES COMPANY OF
AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:
SILOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240
CONTACT: DAVE DE WEIRDT, RPLS

ZONING CASE # 2019-012
ZONING EXHIBIT
110.517 ACRES
BLOCK E, LOTS 2R, 5R AND 8 OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
BLOCK E, LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
HENRY COOK SURVEY, ABSTRACT NO. 183
H.N. THOMPSON SURVEY, ABSTRACT NO. 896
J.C. BARROW SURVEY, ABSTRACT NO. 91
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
CITY OF PLANO, COLLIN COUNTY, TEXAS

<div>Kimley»Horn</div> <div>13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240</div> <div>FIRM # 10115500</div> <div>Tel. No. (972) 770-1300 Fax No. (972) 239-3620</div>					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
n/a	SRD	DAB	AUG. 2019	068111009	2 OF 3

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**;

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit:
South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 60°31'49", a radius of 2020.00 feet, a chord bearing and distance of North 60°02'07" West, 2036.17 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 14°46'46", a radius of 1307.43 feet, a chord bearing and distance of North 23°13'58" West, 336.32 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit:
North 60°20'22" East, a distance of 252.50 feet to a point for corner;
North 53°27'57" East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°29'38", a radius of 911.42 feet a chord bearing and distance of North 48°45'15" East, 134.99 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 21°16'05", a radius of 800.00 feet, a chord bearing and distance of North 34°16'07" East, 295.25 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;
North 54°24'37" East, a distance of 96.22 feet to a point for corner;
North 57°41'11" East, a distance of 56.43 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 49°04'37", a radius of 1265.00 feet, a chord bearing and distance of North 83°30'28" East, 1050.72 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit:
South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner;
South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;
South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;
South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances to wit:
In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;
South 76°19'54" East, a distance of 13.86 feet to a point for corner;
North 57°23'24" East, a distance of 17.47 feet to a in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

THENCE with said centerline, in a southwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

THENCE departing said centerline, North 75°18'11" West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of 15°31'20", a radius of 541.37 feet, a chord bearing and distance of North 81°13'17" West, 146.22 feet;

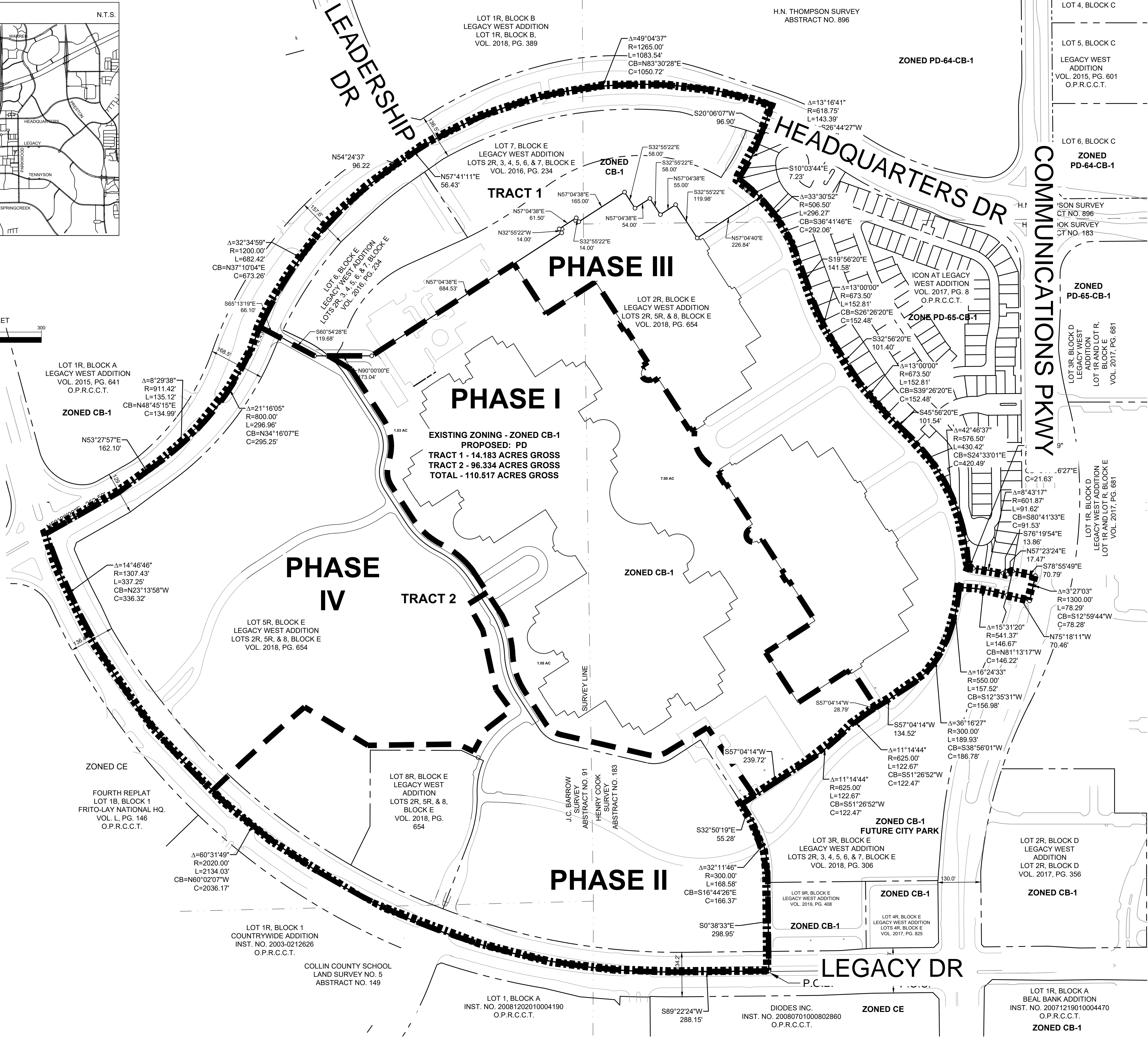
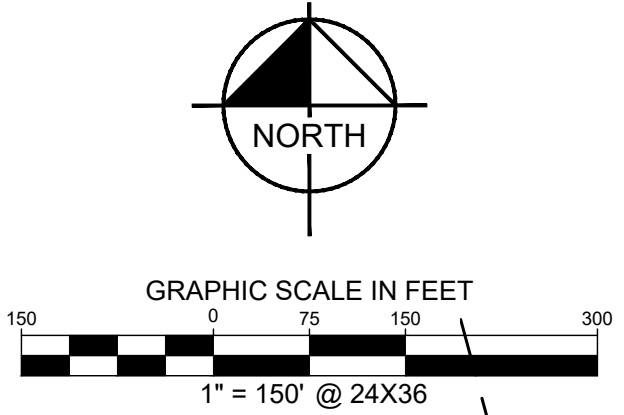
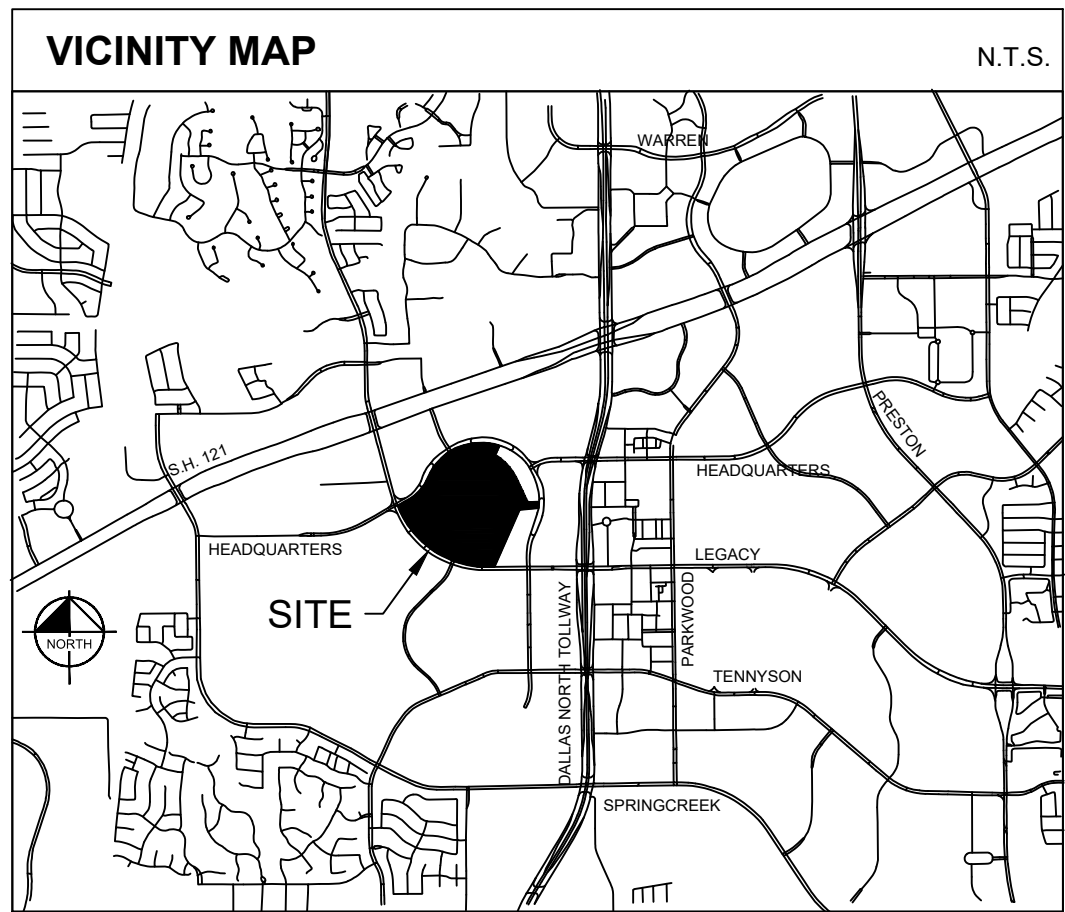
THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northwesterly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 550.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

THENCE with the northwest line of said Lot 3, Block E, the following courses and distances to wit:
In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of 36°16'27", a radius of 300.00 feet, a chord bearing and distance of South 38°56'01" West, 186.78 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;
South 57°04'14" West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner;
South 57°04'14" West, a distance of 239.72 feet to the westernmost corner of said Lot 3, Block E;

THENCE with the west line of said Lot 3, Block E, the following courses and distances to wit:
South 32°50'19" East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of 32°11'46", a radius of 300.00 feet, a chord bearing and distance of South 16°44'26" East, 166.37 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;
South 0°38'33" East, a distance of 298.95 feet to the **POINT OF BEGINNING** and containing 110.517 acres of land.

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.



NOTES:

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KINETESU ENTERPRISES COMPANY OF AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:

SLOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

SURVEYOR/PREPARER:

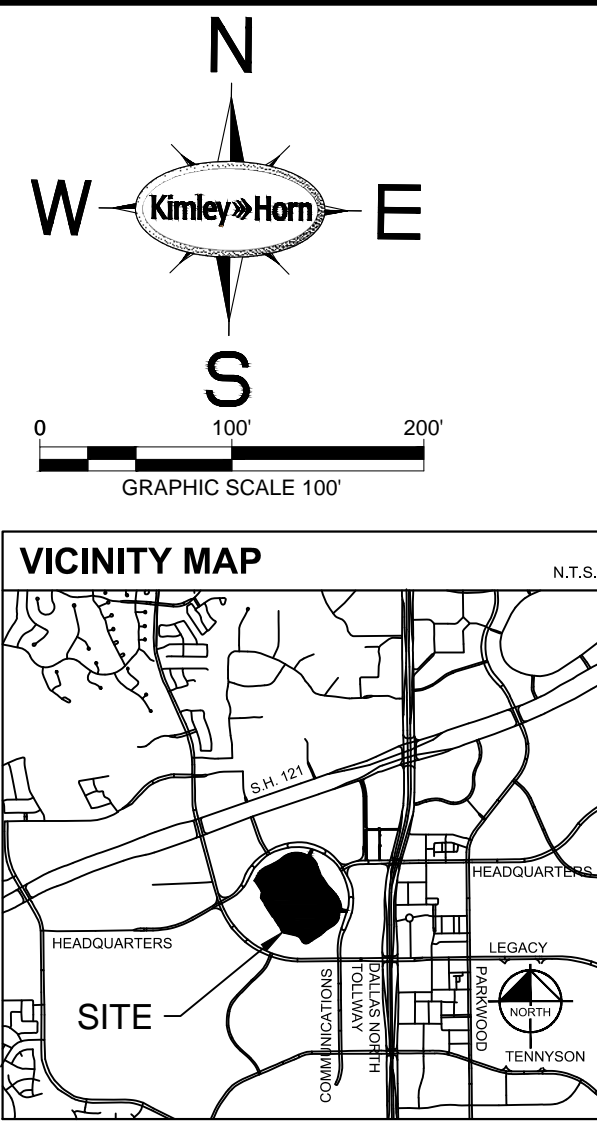
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ZONING CASE # 2019-012
ZONING EXHIBIT
PHASING
110.517 ACRES

BLOCK E, LOTS 2R, 5R AND 8 OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
BLOCK E, LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
HENRY COOK SURVEY, ABSTRACT NO. 183
H.N. THOMPSON SURVEY, ABSTRACT NO. 896
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CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

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Scale 1" = 150'	Drawn by SRD	Checked by DAB
Date AUG. 2019	Project No. 068111009	Sheet No. 3 OF 3



1. BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.	7. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
2. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.	8. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.	9. BUILDING FACADES WITH THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
4. FIVE-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 25 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY. UNLESS A SIDEWALK ELEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY, BARRIER-FREE RAMP; PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AS ALL OTHER CROSSING.	10. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
5. MECHANICAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.	11. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
6. ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.	12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES SHALL BE UNDERGROUND.
	13. USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-300 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, OBSCURE MATTER, FIBER OR EXPOSIVE MATTER, AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.

	PROPERTY LINE		EXISTING FIRE HYDRANT (FH)
	EXISTING FIRE, ACCESS, AND UTILITY EASEMENT (F.A.U.E.)		EXISTING STORM MANHOLE
	EXISTING WATER LINE		EXISTING STORM CURB INLET (CI)
	EXISTING SANITARY SEWER LINE		EXISTING SAN. SWR. MANHOLE (MH)
	EXISTING STORM LINE		EXISTING SIGN
	EXISTING OVERHEAD ELECTRIC		EXISTING ELECTRIC MANHOLE
	EXISTING FENCE		EXISTING TELEPHONE MANHOLE
	EXISTING GRADING		EXISTING FIBER VAULT
	EXISTING LIGHT POLE		EXISTING TRAFFIC SIGNAL POLE
	EXISTING SANITARY CLEANOUTS		LANDSCAPE AREA
	EXISTING WATER METER (WM)		EXISTING BARRIER FREE RAMP (BFR)
			EXISTING DUCT BANK MANHOLE
			EXISTING DROP INLET (DI)

ALL FIRELANE RADII
TO BE 20'

EXPIRES
September 3, 2021
CITY OF PLANO

5750 Genesis Ct. Suite 200 Phone: (972) 335-3580
Frisco, TX 75034 Fax: (972) 335-3779
Contact: Trey Braswell, P.E.
Email: Trey.Braswell@kimley-horn.com

CONCEPT PLAN

TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT 68671029	DATE AUGUST 2019	SCALE AS SHOWN	DESIGNED BY: CRH	DRAWN BY: CRH	CHECKED BY: TBR
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SHEET NUMBER
2 OF 2

Zoning Case 2019-012

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 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of September 2019, for the purpose of considering rezoning 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd of September 2019;

WHEREAS, the City Council is of the opinion and finds that the subject property is part of a large master-planned community known as the Legacy Business Park, which is a 2,600 acre office park consisting of over 15 million square feet of office uses, urban residences, retail, restaurant, business services, and hotels. This area features multiple Fortune 500 companies' national and regional headquarters, and employs upwards of 55,000 employees. The Legacy Business Park is known nationally as an international business hub and contributes to the historical, cultural, architectural, and economic importance of the City of Plano;

WHEREAS, the City Council finds that this property, as referenced in the Heritage Preservation Plan, is part of land purchased by Electronic Data Systems under former Presidential candidate Ross Perot for Legacy Business Park and would be announced as

the site for the J.C. Penney Company headquarters in 1987, to which they moved from New York City in 1991; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1, said property being more fully described on the legal description in Exhibit A attached hereto.

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

Finding that the Planned Development district is an area designated for its historical, cultural, and architectural importance to the community.

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

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.

b. Streets, Drives, and Sidewalks:

- i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
 - ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
 - iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.
- c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.
- c. Boardwalk Standards

- i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.
- ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:

- a. Maximum number of units: 795
- b. Minimum density: 40 dwelling units per acre
- c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
- d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
- e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
- f. At least 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes and Article 23 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
- g. Minimum parking requirements:

- i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:
- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed, and approved by the City of Plano, prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
 - c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.

- iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

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

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

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

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

PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-012

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South $89^{\circ}22'24''$ West, a distance of 579.35 feet to the POINT OF BEGINNING;

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit:

South $89^{\circ}22'24''$ West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $60^{\circ}31'49''$, a radius of 2020.00 feet, a chord bearing and distance of North $60^{\circ}02'07''$ West, 2036.17 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $14^{\circ}46'46''$, a radius of 1307.43 feet, a chord bearing and distance of North $23^{\circ}13'58''$ West, 336.32 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit:

North $60^{\circ}20'22''$ East, a distance of 252.50 feet to a point for corner;

North $53^{\circ}27'57''$ East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $8^{\circ}29'38''$, a radius of 911.42 feet a chord bearing and distance of North $48^{\circ}45'15''$ East, 134.99 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of

21°16'05", a radius of 800.00 feet, a chord bearing and distance of North 34°16'07" East, 295.25 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;

North 54°24'37" East, a distance of 96.22 feet to a point for corner;

North 57°41'11" East, a distance of 56.43 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 49°04'37", a radius of 1265.00 feet, a chord bearing and distance of North 83°30'28" East, 1050.72 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit:

South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner;

South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;

South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;

South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances to wit:

In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;

South 76°19'54" East, a distance of 13.86 feet to a point for corner;

North 57°23'24" East, a distance of 17.47 feet to a in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

THENCE with said centerline, in a southwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

THENCE departing said centerline, North 75°18'11" West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of 15°31'20", a radius of 541.37 feet, a chord bearing and distance of North 81°13'17" West, 146.22 feet;

THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northwesterly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $16^{\circ}24'33''$, a radius of 550.00 feet, a chord bearing and distance of South $12^{\circ}35'31''$ West, 156.98 feet;

THENCE with the northwest line of said Lot 3, Block E, the following courses and distances to wit:

In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of $36^{\circ}16'27''$, a radius of 300.00 feet, a chord bearing and distance of South $38^{\circ}56'01''$ West, 186.78 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;

South $57^{\circ}04'14''$ West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner;

South $57^{\circ}04'14''$ West, a distance of 239.72 feet to the westernmost corner of said Lot 3, Block E;

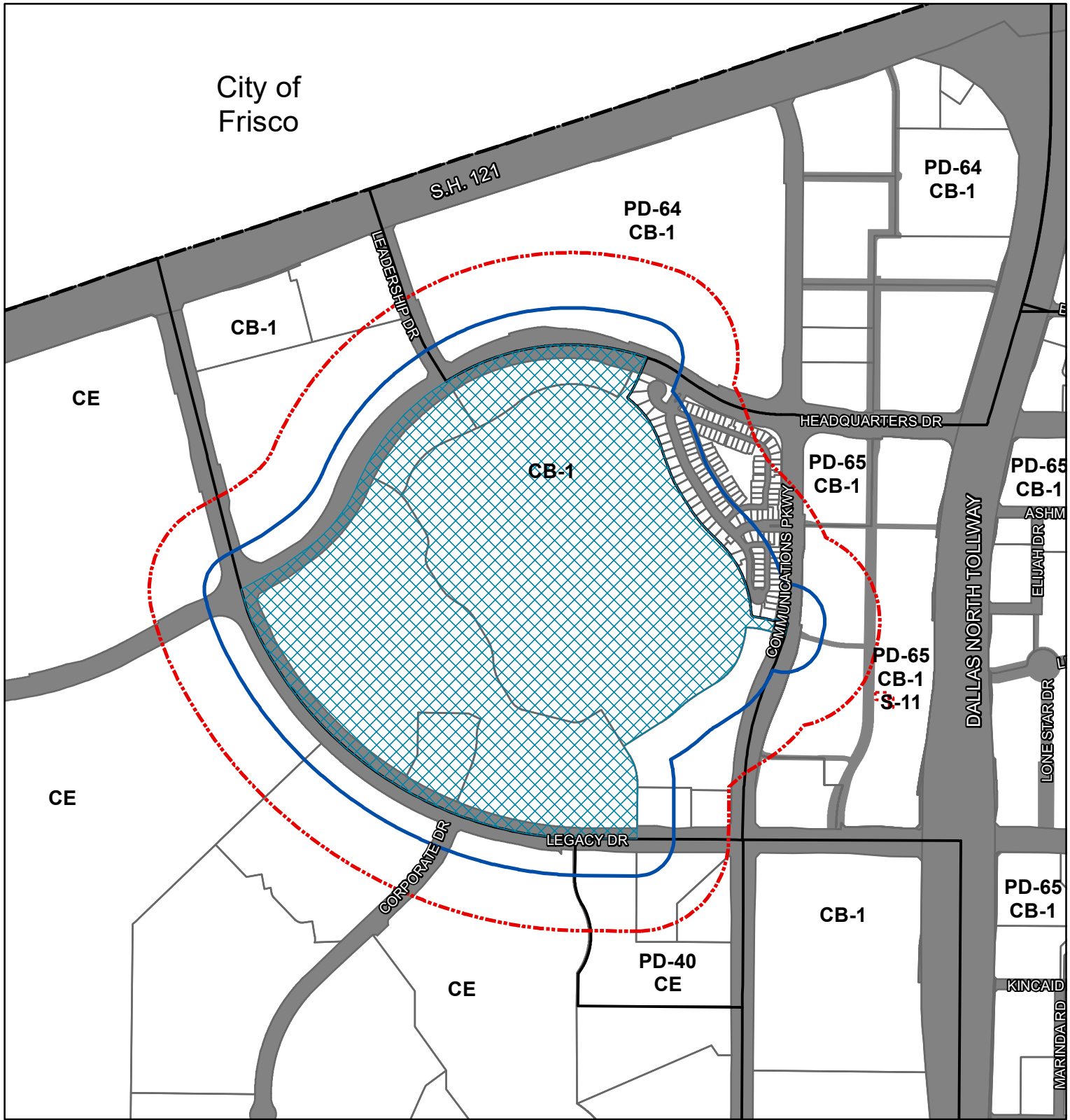
THENCE with the west line of said Lot 3, Block E, the following courses and distances to wit:

South $32^{\circ}50'19''$ East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of $32^{\circ}11'46''$, a radius of 300.00 feet, a chord bearing and distance of South $16^{\circ}44'26''$ East, 166.37 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;

South $0^{\circ}38'33''$ East, a distance of 298.95 feet to the POINT OF BEGINNING and containing 110.517 acres of land.

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

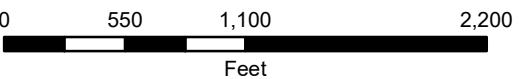
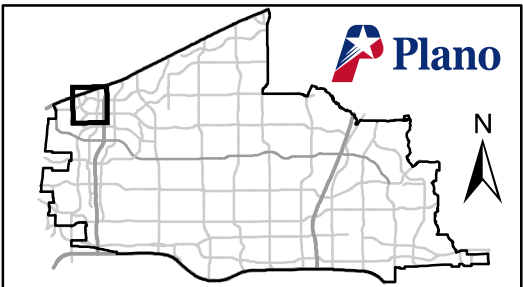


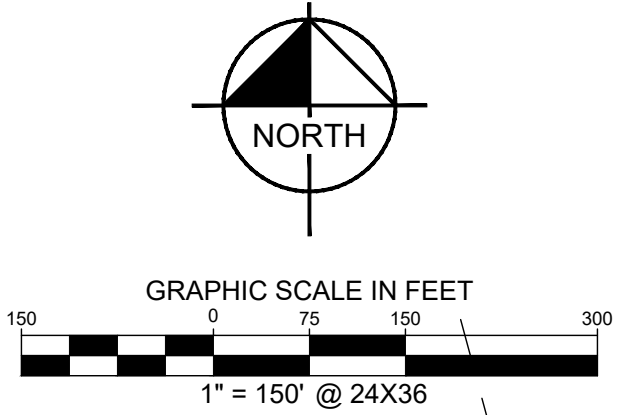
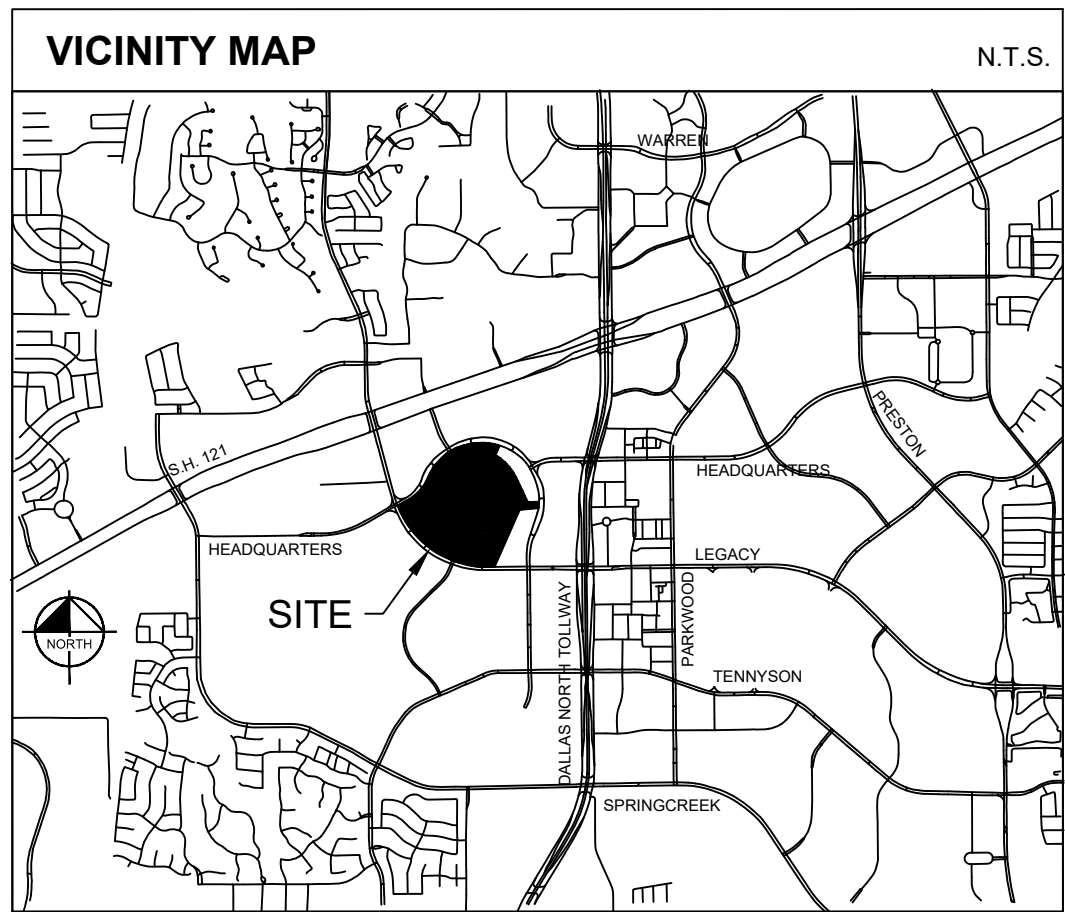
Zoning Case: 2019-012

Existing Zoning: Central Business-1 (CB-1)

Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)

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

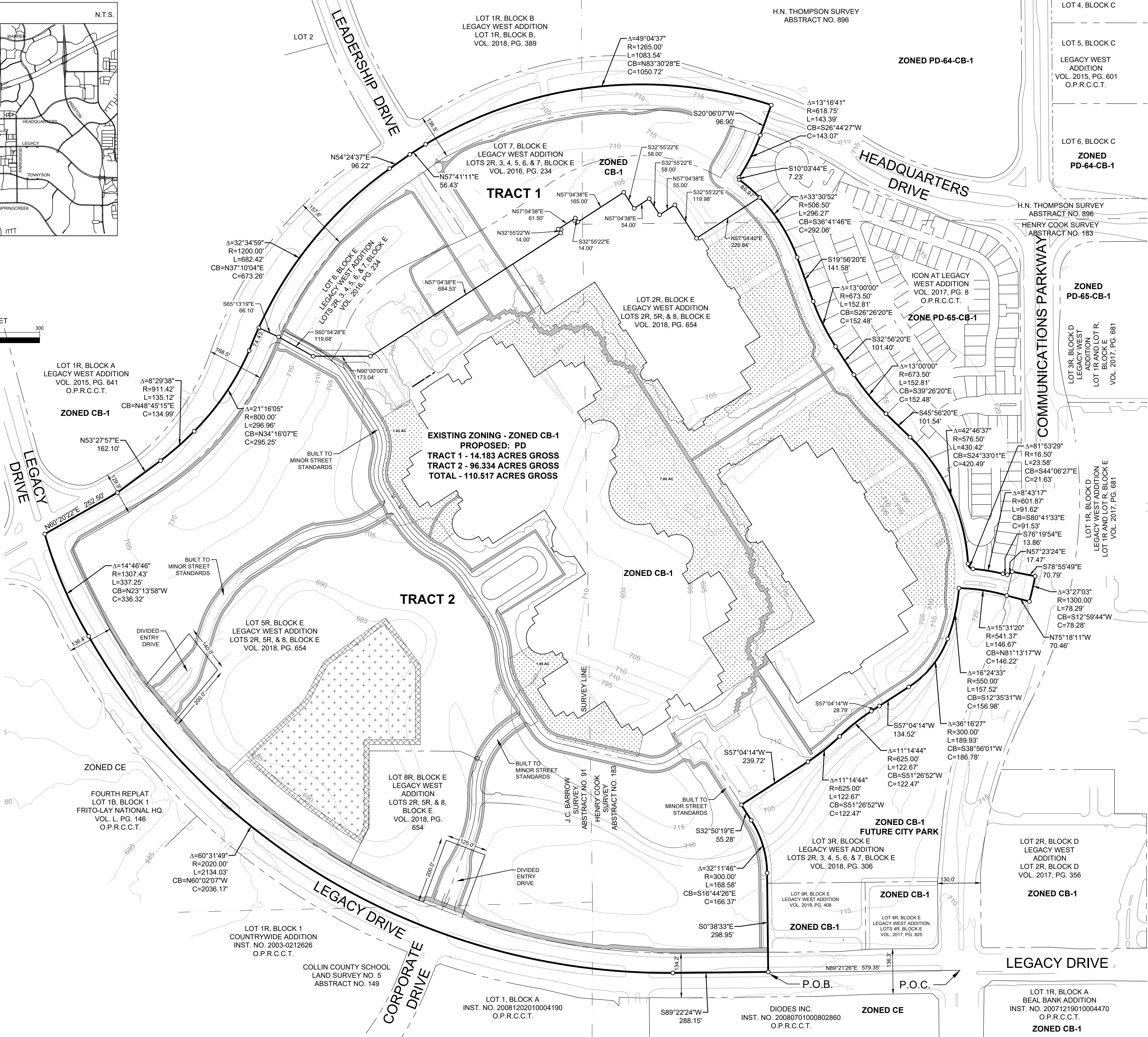




LEGEND		OPEN SPACE CATEGORIES	
	BOARDWALK	0.75%	0.76 ACRES
	OPEN SPACE	13.63%	13.90 ACRES
	POND AMENITY	3.43%	3.50 ACRES
		OPEN SPACE TOTAL	17.80% 18.16 ACRES
		SITE TOTAL	102.00 ACRES

NOTE: SITE TOTAL OF 102.00 IS NET OF ROW INCLUDED IN OVERALL ZONING BOUNDARY.

LEGEND	
	PROPERTY LINE
	TRACT LINE
	LIMITS OF ZONING
	EXISTING CONTOUR
	PEDESTRIAN ACCESS ROUTES



ZONING CASE # 2019-012

ZONING EXHIBIT

110.517 ACRES

BLOCK E, LOTS 2R, 5R AND 8 OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
BLOCK E, LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E

HENRY COOK SURVEY, ABSTRACT NO. 183
H.N. THOMPSON SURVEY, ABSTRACT NO. 896
J.C. BARROW SURVEY, ABSTRACT NO. 91
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
CITY OF PLANO, COLLIN COUNTY, TEXAS

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.

OWNER:

KINTETSU ENTERPRISES COMPANY OF AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:

SLOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

SURVEYOR/PREPARER:

KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240
CONTACT: DAVE DE WEIRD, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 239-3620
Scale 1" = 150'	Drawn by SRD	Checked by DAB
Date AUG. 2019	Project No. 068111009	Sheet No. 1 OF 3

NOTES:

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KINTETSU ENTERPRISES COMPANY OF AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:
SILOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

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ZONING CASE # 2019-012
ZONING EXHIBIT
110.517 ACRES
BLOCK E, LOTS 2R, 5R AND 8 OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
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CITY OF PLANO, COLLIN COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
n/a	SRD	DAB	AUG. 2019	068111009	2 OF 3

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 91, and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**;

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit:
South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 60°31'49", a radius of 2020.00 feet, a chord bearing and distance of North 60°02'07" West, 2036.17 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 14°46'46", a radius of 1307.43 feet, a chord bearing and distance of North 23°13'58" West, 336.32 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

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In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;
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North 57°41'11" East, a distance of 56.43 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 49°04'37", a radius of 1265.00 feet, a chord bearing and distance of North 83°30'28" East, 1050.72 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit:
South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;
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In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;
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North 57°23'24" East, a distance of 17.47 feet to a in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

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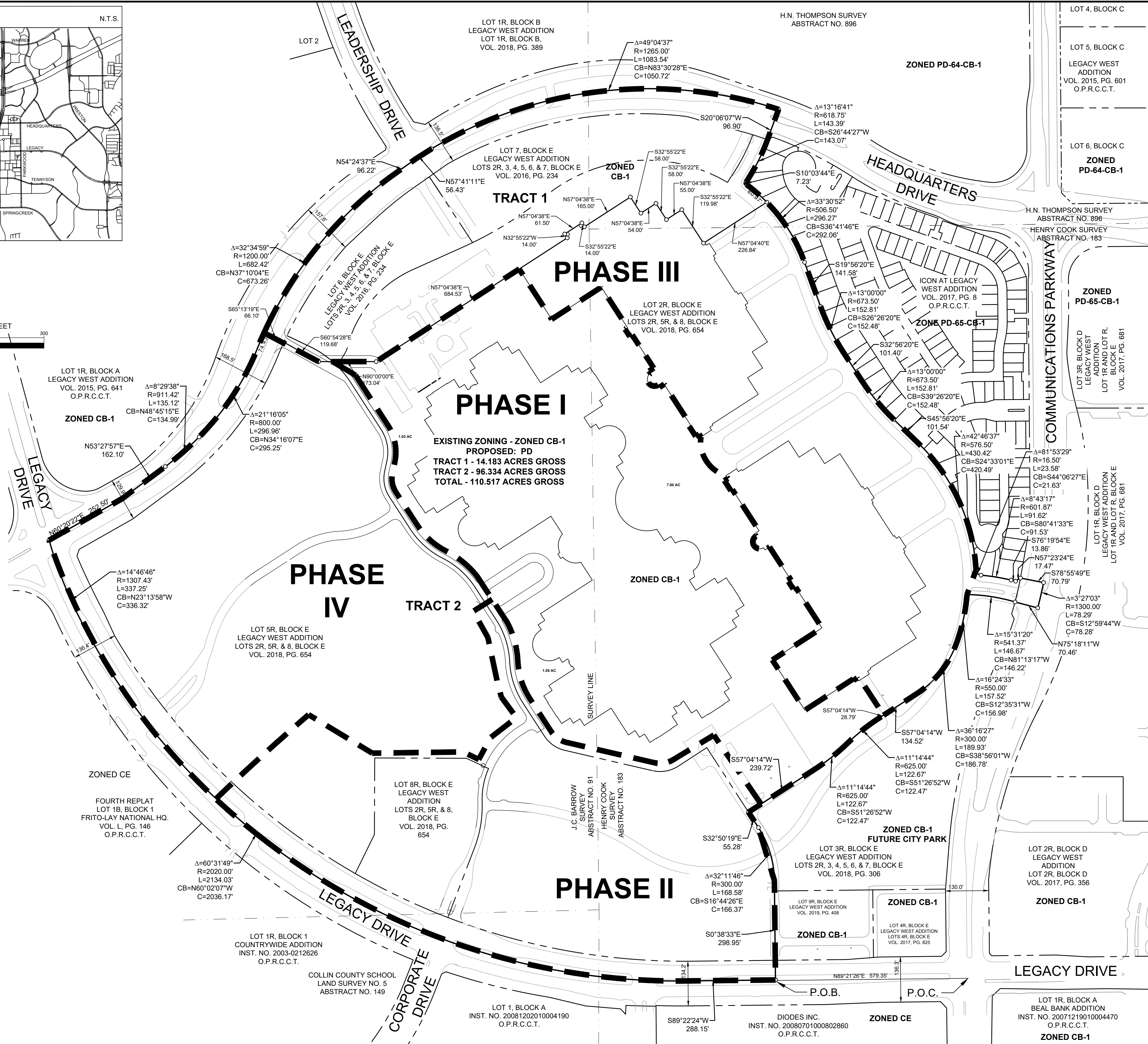
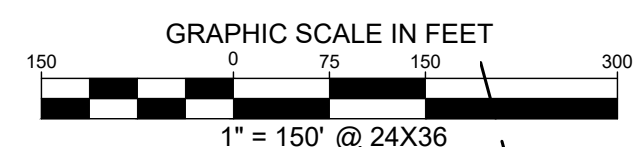
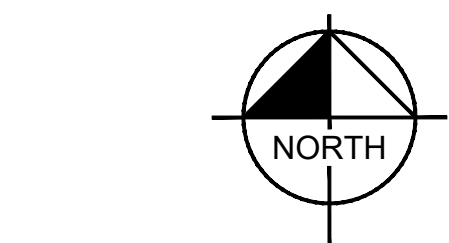
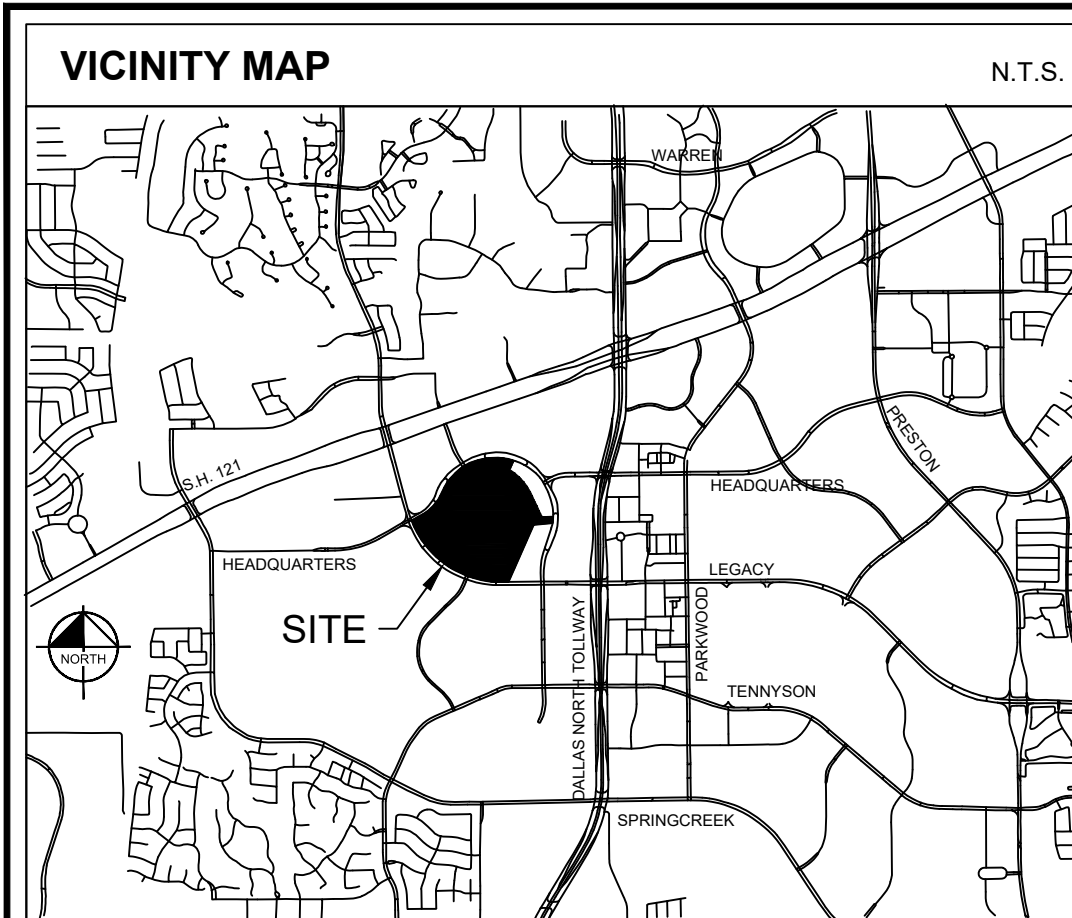
THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northwesterly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 550.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

THENCE with the northwest line of said Lot 3, Block E, the following courses and distances to wit:
In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of 36°16'27", a radius of 300.00 feet, a chord bearing and distance of South 38°56'01" West, 186.78 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;
South 57°04'14" West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner;
South 57°04'14" West, a distance of 239.72 feet to the westernmost corner of said Lot 3, Block E;

THENCE with the west line of said Lot 3, Block E, the following courses and distances to wit:
South 32°50'19" East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of 32°11'46", a radius of 300.00 feet, a chord bearing and distance of South 16°44'26" East, 166.37 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;
South 0°38'33" East, a distance of 298.95 feet to the **POINT OF BEGINNING** and containing 110.517 acres of land.

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.



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.

OWNER:
KINTETSU ENTERPRISES COMPANY OF
AMERICA
21241 S WESTERN AVE STE 100
TORRANCE, CA 90501-2973
CONTACT: BRIAN STRALEY

OWNER/APPLICANT:
SILOS HARVESTING PARTNERS, LP
C/O CUMBERLAND HILL SCHOOL BUILDING
1901 N. AKARD STREET
DALLAS, TX 75201
CONTACT: BRIAN STRALEY

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240
CONTACT: DAVE DE WEIRDT, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tel. No. (972) 770-1300
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Fax No. (972) 239-3822

<u>Scale</u> 1" = 150'	<u>Drawn by</u> SRD	<u>Checked by</u> DAB	<u>Date</u> AUG. 2019	<u>Project No.</u> 068111009	<u>Sheet No.</u> 3 OF 3
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CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: April Castor

CAPTION

Public Hearing and adoption of Ordinance No. 2019-9-19 as requested in Zoning Case 2019-015 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Starwood Retail Properties **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
P&Z Follow-up Memo	9/17/2019	P/Z Follow-up Memo
Staff Report	9/12/2019	Staff Report
Locator	9/12/2019	Map
Aerial	9/12/2019	Attachment
Zoning Exhibit - Bold	9/12/2019	Attachment
Applicant's Letter	9/12/2019	Letter
Ordinance with Attachments	9/17/2019	Ordinance

DATE: September 4, 2019
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2019

AGENDA ITEM NO. (5) - PUBLIC HEARING
ZONING CASE 2019-015
APPLICANT: STARWOOD RETAIL PROPERTIES

This is a request for a Specific Use Permit for Arcade on 0.1 acre located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard. Zoned Regional Commercial and located within the Dallas North Tollway Overlay District. Project #ZC2019-015.

APPROVED:	<u>7-0</u>	DENIED:	<u> </u>	TABLED:	<u> </u>
Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Letters Received Within 200' Notice Area:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Other Responses:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 23, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/amc

xc: Wayne Taylor, Starwood Retail Properties
Ian Anderson, Stantec Consulting Services, Inc.
Kyle Scroggins, Game Time Entertainment, LLC
Jeanna Scott, Plan Review Services Manager

<https://goo.gl/maps/9eLqQDxeaSakghzS6>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 3, 2019

Agenda Item No. 5

Public Hearing: Zoning Case 2019-015

Applicant: Starwood Retail Properties

DESCRIPTION:

Request for a Specific Use Permit for Arcade on 0.1 acre located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard. Zoned Regional Commercial and located within the Dallas North Tollway Overlay District. Project #ZC2019-015.

REMARKS:

The subject property is a 2,949 square foot lease space within an existing shopping center. The applicant is requesting a Specific Use Permit (SUP) for Arcade to open a computer gaming business. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines arcade as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines.

The existing zoning is Regional Commercial (RC). The RC district is intended for use in conjunction with an RE (Regional Employment) district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

Additionally, Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

“The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit

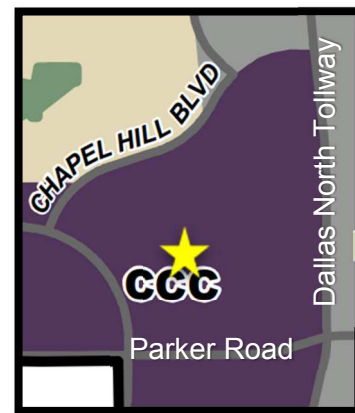
is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

Surrounding Land Use and Zoning

The requested SUP is located within an existing shopping center, and will be accessed through the shopping area internal to the building. The subject property is surrounded by RC zoning and the adjacent uses include a mix of retail, restaurant, commercial amusement, and health/fitness center uses.

Future Land Use Map - The Future Land Use Map of the city’s Comprehensive Plan designates the subject property as Compact Complete Center (CCC).

The Compact Complete Centers future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.



The subject property is part of an existing regional mall building which is not mid-rise, but includes existing parking structures and a mix of retail, service, entertainment, and office uses. The mall building which includes the subject property is self-contained, is navigable by walking, and has recently added limited indoor amenities. The addition of an arcade would increase the mix of entertainment uses within this development. This request is in conformance with the Future Land Use Map designation.

Use Separations

Section 15.100 (Arcades) of Article 15 (Use-specific Regulations) of the Zoning Ordinance requires arcades to be separated from certain uses as noted below:

“An arcade shall be prohibited within 300 feet of any religious facility or residentially-zoned district and within 1,000 feet of any public or parochial school. The 300-foot separation from a residentially zoned district may be waived altogether, and the 1,000-foot separation between an arcade and a public or parochial school may be reduced to a minimum of 300 feet, if City Council

affirmatively finds that issuance of the specific use permit would not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood. The distance is measured in a straight line from the front door of the premises to be permitted to the nearest property line of the religious facility, school, or residential property.”

There are no religious facilities, residential zoning districts, or public or parochial schools within the specified distance restrictions.

SUP Stipulations

Recently, the city has received several requests for arcade SUPs which have included stipulations restricting the number of machines, wireless internet availability, and alcohol service. Previous requests have been located within retail shopping centers which, in some instances, had proximity to residential or school uses. In comparison, the subject property is located internal to the large mall building with access only from internal public hallways. As mentioned previously, the request is not in proximity to any religious facility, residential, or school uses.

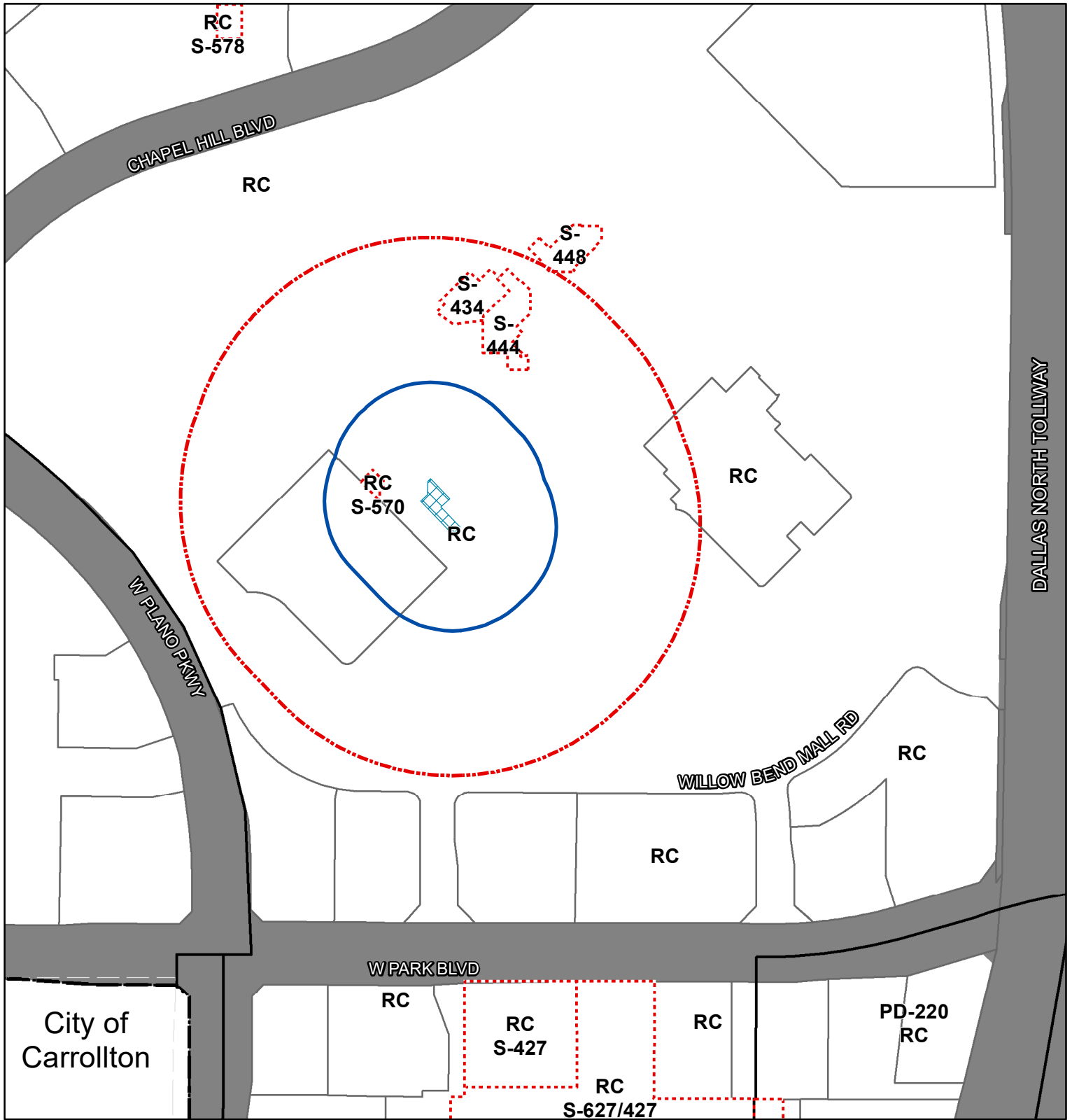
The use will be restricted to the specific lease space, which will limit the number of machines that will be available, but the applicant is not proposing a specific restriction on the number of machines. Additionally, the mall currently provides alcohol service for patrons via an internal kiosk, and offers free wireless internet. For these reasons, staff does not believe it is necessary to add stipulations to the SUP.

Summary

The proposed arcade will be complimentary to the existing shopping center which includes a variety of nonresidential uses. The request conforms to the separation requirements from religious facilities, residential zoning, and public or parochial schools, and is in conformance with the Comprehensive Plan. For these reasons, staff is in support of the requested SUP.

RECOMMENDATION:

Recommended for approval as submitted.

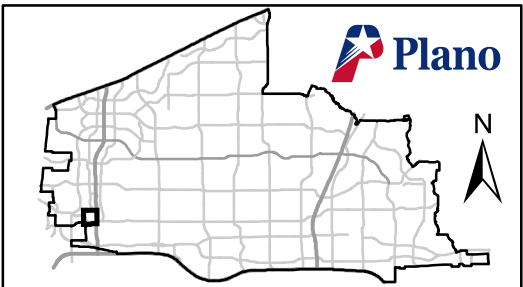


Zoning Case: 2019-015

Existing Zoning: Regional Commercial (RC) and located within the Dallas North Tollway Overlay District

Proposed Zoning: Request for a Specific Use Permit for Arcade

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



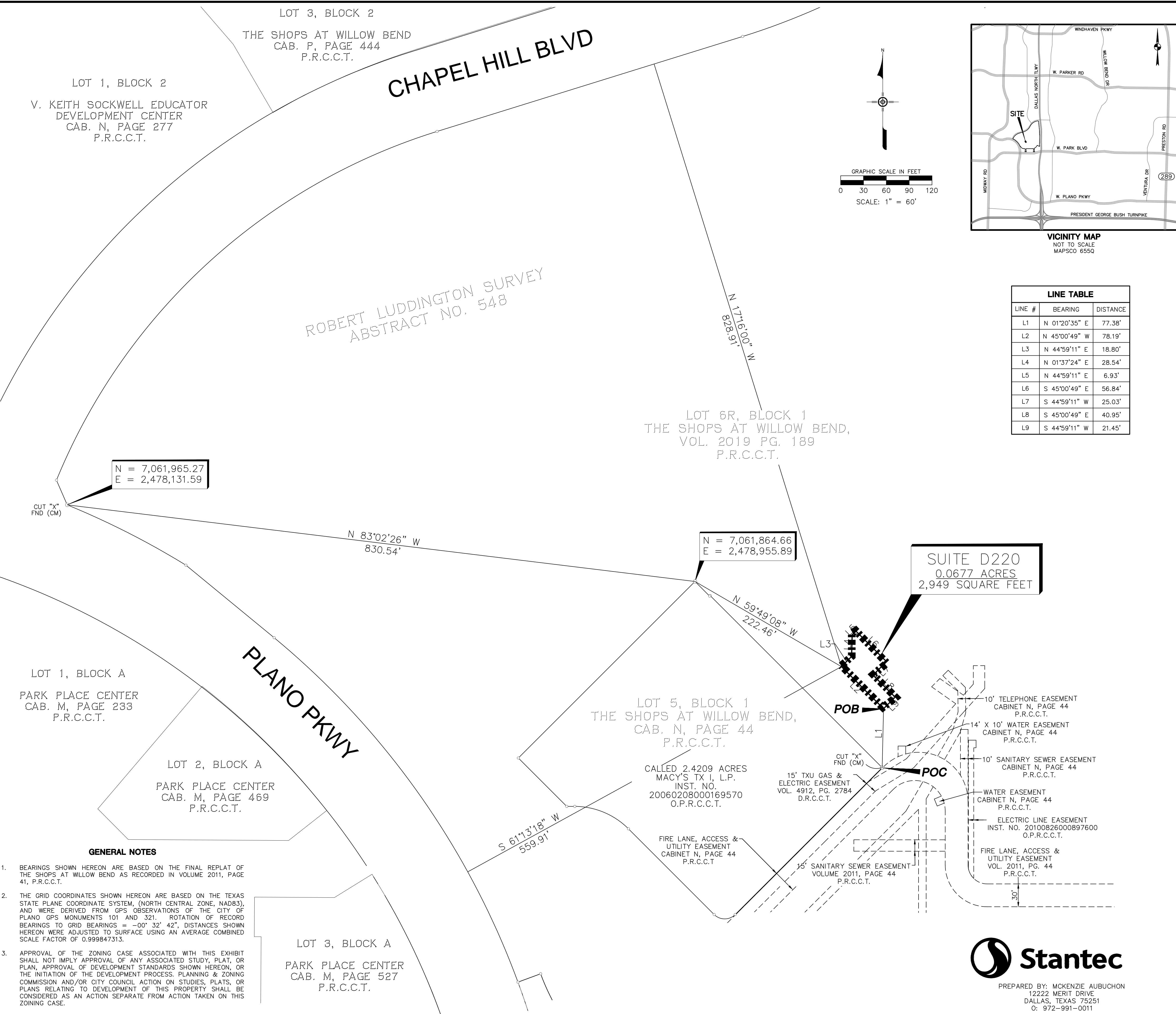


Zoning Case 2019-015



Area of Request

0 245 490
Feet



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 01°20'35" E	77.38'
L2	N 45°00'49" W	78.19'
L3	N 44°59'11" E	18.80'
L4	N 01°37'24" E	28.54'
L5	N 44°59'11" E	6.93'
L6	S 45°00'49" E	56.84'
L7	S 44°59'11" W	25.03'
L8	S 45°00'49" E	40.95'
L9	S 44°59'11" W	21.45'

ZONING AREA DESCRIPTION

BEING A 2,949 SQUARE FOOT OF LAND SITUATED IN THE ROBERT LUDDINGTON, ABSTRACT NO. 548, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 6R, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2019, PAGE 189, PLAT RECORDS COLLIN COUNTY, TEXAS, (P.R.C.C.T.) AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO TM WILLOW BEND SHOPS, L.P., RECORDED IN INSTRUMENT NUMBER 20141020001142890, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.), SAID 2,949 SQUARE FOOT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE EAST CORNER OF LOT 5, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 44, P.R.C.C.T., SAME BEING THE EAST CORNER OF A CALLED 2.4209 ACRE TRACT OF LAND DESCRIBED IN THE DEED WITHOUT WARRANTY DEED TO MACY'S TX, L.P. RECORDED IN INSTRUMENT NUMBER 20060208000169570, O.P.R.C.C.T.;

THENCE NORTH 01°20'35" EAST DEPARTING THE SAID EAST CORNER, OVER AND ACROSS SAID LOT 6R, BLOCK 1, A DISTANCE OF 77.38 FEET TO THE POINT OF BEGINNING, SAME BEING THE SOUTH CORNER OF SUP LEASING AREA, SUITE D220;

THENCE OVER AND ACROSS SAID LOT 6R, BLOCK 1, THE FOLLOWING CALLS:

NORTH 45°00'49" WEST, A DISTANCE OF 78.19 FEET TO A POINT FOR CORNER;

NORTH 44°59'11" EAST, A DISTANCE OF 18.80 FEET TO A POINT FOR CORNER;

NORTH 01°37'24" EAST, A DISTANCE OF 28.54 FEET TO A POINT FOR CORNER;

NORTH 44°59'11" EAST, A DISTANCE OF 6.93 FEET TO A POINT FOR CORNER;

SOUTH 45°00'49" EAST, A DISTANCE OF 56.84 FEET TO A POINT FOR CORNER;

SOUTH 44°59'11" WEST, A DISTANCE OF 25.03 FEET TO A POINT FOR CORNER;

SOUTH 45°00'49" EAST, A DISTANCE OF 40.95 FEET TO A POINT FOR CORNER;

SOUTH 44°59'11" WEST, A DISTANCE OF 21.45 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 2,949 SQUARE FEET, OR 0.0677 ACRES OF LAND, MORE OR LESS.

LEGEND

D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
INST. NO.	INSTRUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

PROJECT #: ZC2019-015

ZONING EXHIBIT
SUP FOR ARCADE
BEING LOT 6R, BLOCK 1,
THE SHOPS AT WILLOW BEND
CITY OF PLANO, COLLIN COUNTY, TEXAS
VOLUME 2019, PAGES 189, P.R.C.C.T.
SITUATED IN THE ROBERT LUDDINGTON
SURVEY, ABSTRACT NO. 548
CITY OF PLANO, COLLIN COUNTY, TEXAS
SUP AREA 0.0677 ACRES
August 5, 2019

OWNER: 6R(PART)

THE NEIMAN MARCUS GROUP, INC.
1201 ELM STREET, SUITE 2800
DALLAS, TEXAS 75270
PHONE: (214) 761-2576
CONTACT: JOHN GAPPA

OWNER: 6R(PART)

TM WILLOW BEND SHOPS, L.P.
C/O STARWOOD RETAIL PARTNERS
1 EAST WACKER DRIVE, SUITE 3600
CHICAGO, ILLINOIS 60601
PHONE: (312) 242-3200
CONTACT: JOHN ALBRIGHT

- GENERAL NOTES
- BEARINGS SHOWN HEREON ARE BASED ON THE FINAL REPLAT OF THE SHOPS AT WILLOW BEND AS RECORDED IN VOLUME 2011, PAGE 41, P.R.C.C.T.
 - THE GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, (NORTH CENTRAL ZONE, NAD83), AND WERE DERIVED FROM GPS OBSERVATIONS OF THE CITY OF PLANO GPS MONUMENTS 101 AND 321. ROTATION OF RECORD BEARINGS TO GRID BEARINGS = -00° 32' 42", DISTANCES SHOWN HEREON WERE ADJUSTED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847313.
 - 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.

 **Stantec**
PREPARED BY: MCKENZIE AUBUCHON
12222 MERIT DRIVE
DALLAS, TEXAS 75251
C: 972-991-0011



August 30th, 2019

Statement of Purpose: City of Plano, Planning and Zoning Committee
Reference: ZC2019-015

Dear Members of the Planning and Zoning Committee,

Thank you for considering recommending the rezoning of Space D220, Game Time as an arcade. We intend to become an entertainment venue inclusive of all, with concentration on families.

Esports is growing in popularity with the DFW area being only second in the nation behind Los Angeles as the capital epicenter of the gaming industry.

We do not intend to change the landscape nor the clientele of the current Willow Bend demographics. We hope to enhance and work in tandem with many of the existing tenants. We are a top-notch gaming venue with multiple locations. We consider Willow Bend as our premier location with top of the line equipment.

Our centers are family friendly and safe environments. Our security system is top notch where parents are given access to remotely "check-in" through this system via smart phone. Parents can access activity at any time. All areas are monitored by cameras. For special events, we hire off duty security to assist with the safety of our patrons.

Game Time is a family owned and operated business. We focus on family fun and entertainment. Currently we have 3 locations and look to have 6 opened by end of the year. We primarily focus on locations that are in Malls and try to fill a need for entertainment that is specialty and new. We provide a multitude of services with a focus on great customer feedback.

Interesting fun facts: E-sports is emerging and growing at an amazing pace. Just like a football player would need gear like a helmet, gloves, and pads, gamers need fast computers, fast internet, and solid peripherals. Those players also need a place to gather and compete against other gamers, those gamers are often online and in a far-off place. What we provide is the tools, safety, and top-notch equipment those gamers normally cannot afford.

Game Time also focuses on other revenue streams, and other layers of family enjoyment by providing birthday parties. Our birthday parties provide a personal host or hostess, along an area that a child may gather with other friends and create lifelong memories.

Other malls have adopted this business industry and have adapted. One mall located just minutes away from The Shops at Willow Bend, has adopted a franchised model. Our locations are much better, provide more entertainment, and have a polished design that invites the whole family in. The other locations we have seen are very dark, and while that would be cool for most teenage males, our goal is to cater to the entire family.

Our proposed Game Time location in Plano, is ~~set to be our best~~. We have deemed it to be our first "Premium" location. We have spared no expense for this location. We have all the higher end systems, everything is larger, and the quality is second to none. The Shops at Willow Bend is a high-class luxury mall, that is growing and a great destination for the residents of Plano to explore and relax. We are lucky to have partnered with such a wonderful place to grow our business and expand to our newest, updated, and premium location.

We want to thank you for taking the time to read this and give us the chance to explain what our company does. We hope to bring a great experience to the families in Plano and hope to bring additional visitors to a place that we have built with such dedication and love. We promise to maintain high standards for the city and promise to also participate in events, and work with the city in other ways to grow and help succeed.

We don't want you to just take our word for it. Please feel free to visit our reviews and we think once you see those, you will know for sure that we are a right fit for the City of Plano.

www.facebook.com/GTTexas Game Time Main Page, 51 Reviews, 4.9 Out of Stars

www.facebook.com/GTDTexas Game Time Denton Location, 11 Reviews, 5 out of 5 Stars

Google Reviews:

Game Time Main Location: 28 Reviews, 4.6 Out of Stars

Game Time Denton Location: 31 Reviews, 4.8 Out of 5 Stars

Thank you for your time and consideration,

Kyle Scroggins

Chief Operating Officer

Game Time Entertainment, LLC

Zoning Case 2019-015

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of September 2019, for the purpose of granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd of September 2019; and

WHEREAS, the granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial will not be detrimental to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard,

in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, said property being more fully described on the legal description in Exhibit A attached hereto.

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

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

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

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

PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-015

BEING A 2,949 SQUARE FOOT OF LAND SITUATED IN THE ROBERT LUDDINGTON, ABSTRACT NO. 548, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 6R, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2019, PAGE 189, PLAT RECORDS COLLIN COUNTY, TEXAS, (P.R.C.C.T.) AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO TM WILLOW BEND SHOPS, L.P., RECORDED IN INSTRUMENT NUMBER 20141020001142890, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.), SAID 2,949 SQUARE FOOT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE EAST CORNER OF LOT 5, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 44, P.R.C.C.T., SAME BEING THE EAST CORNER OF A CALLED 2.4209 ACRE TRACT OF LAND DESCRIBED IN THE DEED WITHOUT WARRANTY DEED TO MACY'S TXI, L.P. RECORDED IN INSTRUMENT NUMBER 20060208000169570, O.P.R.C.C.T.;

THENCE NORTH 01°20'35" EAST DEPARTING THE SAID EAST CORNER, OVER AND ACROSS SAID LOT 6R, BLOCK 1, A DISTANCE OF 77.38 FEET TO THE POINT OF BEGINNING, SAME BEING THE SOUTH CORNER OF SUP LEASING AREA, SUITE D220;

THENCE OVER AND ACROSS SAID LOT 6R, BLOCK 1, THE FOLLOWING CALLS:

NORTH 44°00'49" WEST, A DISTANCE OF 78.19 FEET TO A POINT FOR CORNER;

NORTH 44°59'11" EAST, A DISTANCE OF 18.80 FEET TO A POINT FOR CORNER;

NORTH 01°37'24" EAST, A DISTANCE OF 28.54 FEET TO A POINT FOR CORNER;

NORTH 44°59'11" EAST, A DISTANCE OF 6.93 FEET TO A POINT FOR CORNER;

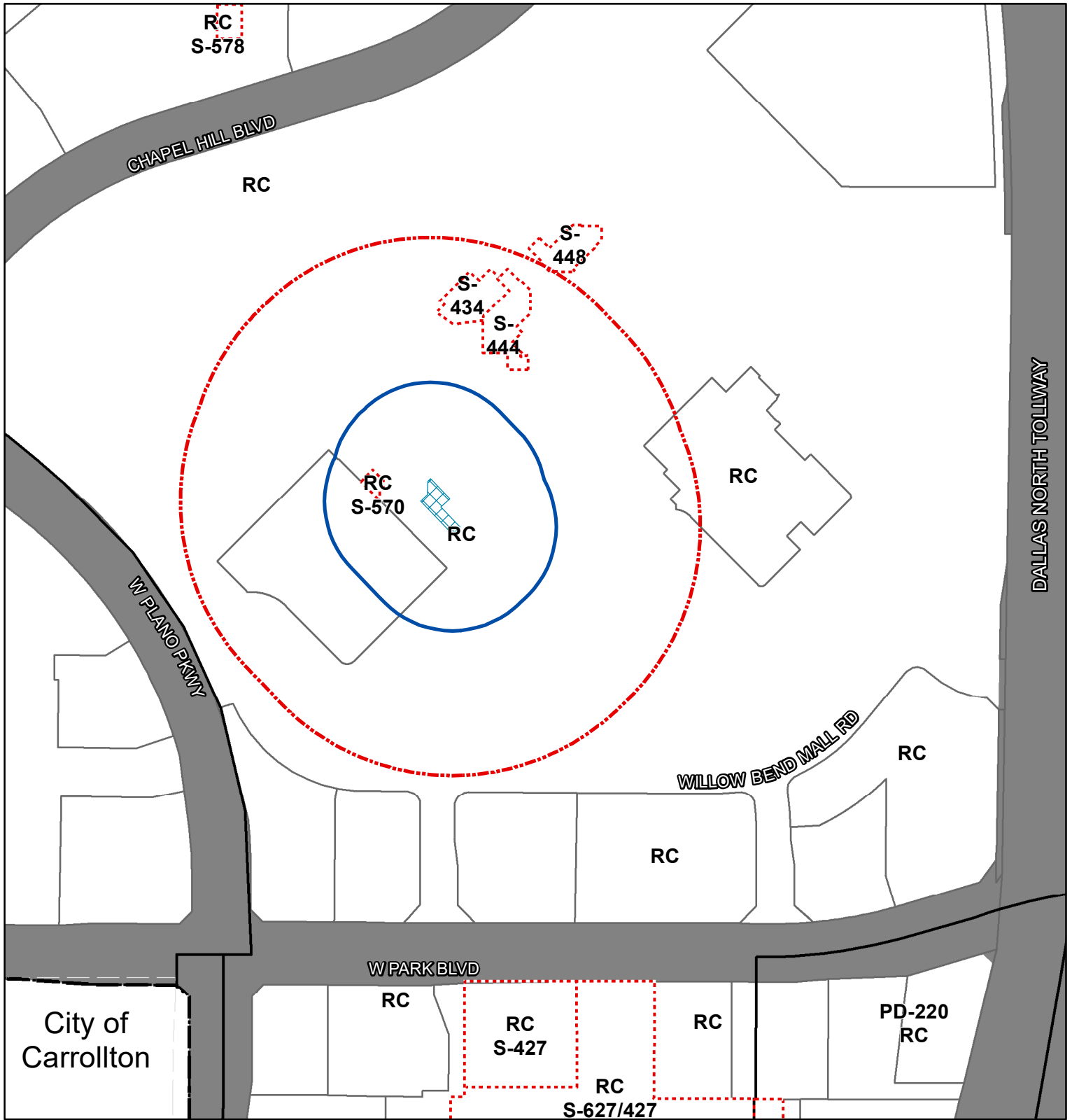
SOUTH 45°00'49" EAST, A DISTANCE OF 56.84 FEET TO A POINT FOR CORNER;

SOUTH 44°59'11" WEST, A DISTANCE OF 25.03 FEET TO A POINT FOR CORNER;

SOUTH 45°00'49" EAST, A DISTANCE OF 40.95 FEET TO A POINT FOR CORNER;

SOUTH 44°59'11" WEST, A DISTANCE OF 21.45 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 2,949 SQUARE FEET, OR 0.0677 ACRES OF LAND, MORE OR LESS.

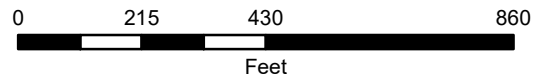
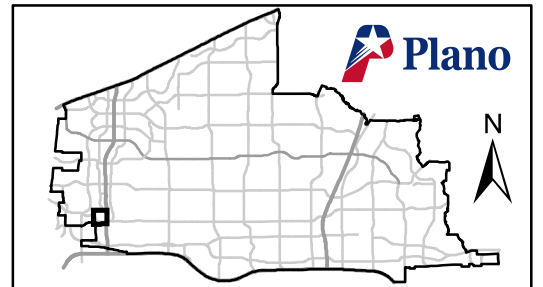


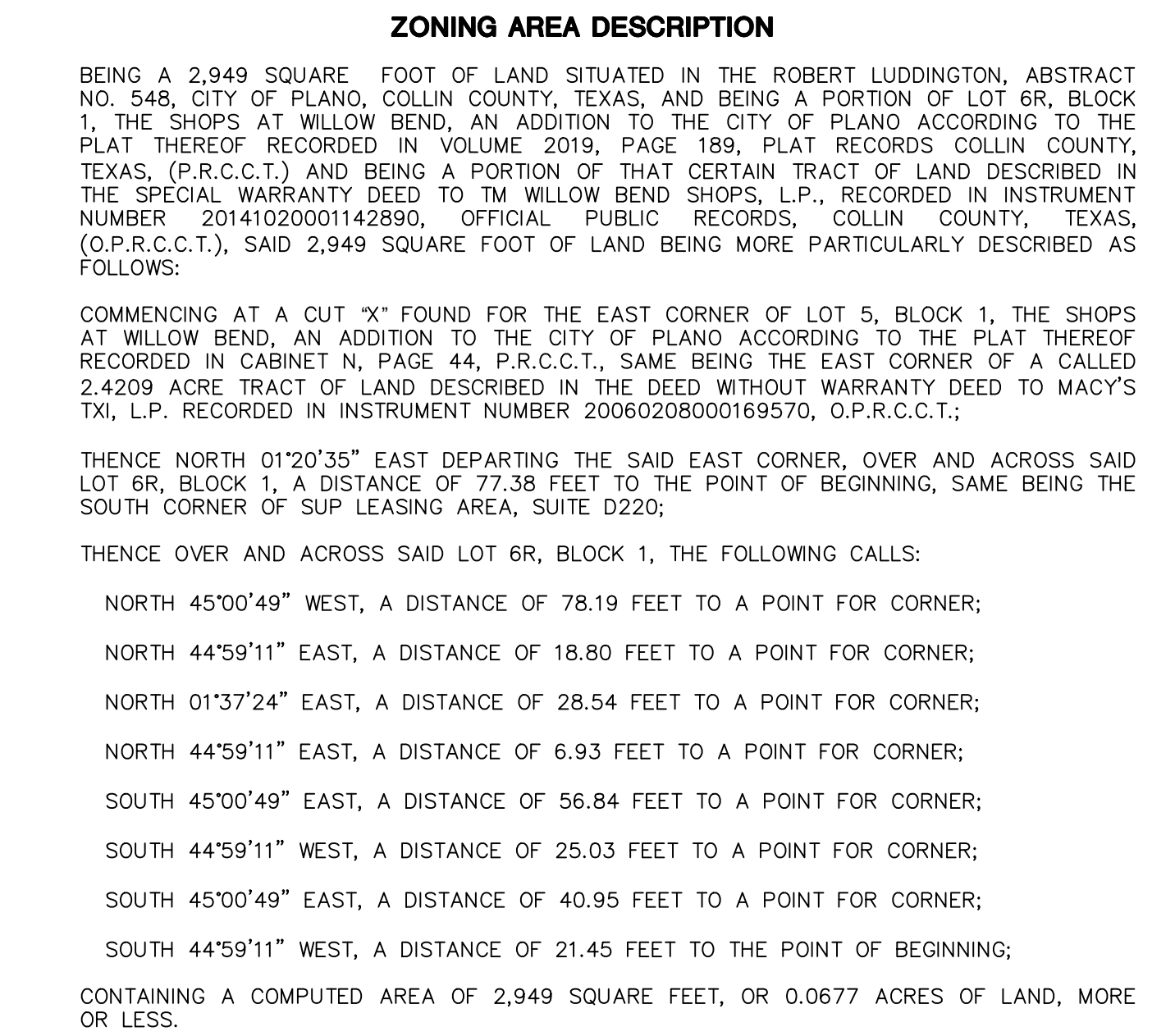
Zoning Case: 2019-015

Existing Zoning: Regional Commercial (RC) and located within the Dallas North Tollway Overlay District

Proposed Zoning: Request for a Specific Use Permit for Arcade

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





LEGEND	
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
INST. NO.	INSTRUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

ZONING EXHIBIT
SUP FOR ARCADE
BEING LOT 6R, BLOCK 1,
THE SHOPS AT WILLOW BEND
CITY OF PLANO, COLLIN COUNTY, TEXAS
VOLUME 2019, PAGES 189, P.R.C.C.T.
SITUATED IN THE ROBERT LUDDINGTON
SURVEY, ABSTRACT NO. 548
CITY OF PLANO, COLLIN COUNTY, TEXAS
SUP AREA 0.0677 ACRES
August 5, 2019

<u>OWNER: 6R(PART)</u>	<u>OWNER: 6R(PART)</u>
THE NEIMAN MARCUS GROUP, INC.	TM WILLOW BEND SHOPS, L.P.
1201 ELM STREET, SUITE 2800	C/O STARWOOD RETAIL PARTNERS
DALLAS, TEXAS 75270	1 EAST WACKER DRIVE, SUITE 3600
PHONE: (214) 761-2576	CHICAGO, ILLINOIS 60601
CONTACT: JOHN GAPPA	PHONE: (312) 242-3200
	CONTACT: JOHN ALBRIGHT



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

Resolution No. 2019-9-20(R): To nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date. **Adopted - Nominee Wayne Coltrane**

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

Resolution to submit nomination of member to the Collin County Central Appraisal District Board of Directors.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Nomination resolution	9/16/2019	Resolution

A Resolution of the City of Plano, Texas, nominating an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors:

Plano, Texas

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

DULY PASSED AND APPROVED this the 23rd day of September, 2019.

Harry LaRosiliere, MAYOR

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Public Hearing on the creation of the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**

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 adopted, the financial impact of creating a public improvement district for the western portion of the Collin Creek Mall redevelopment area is indeterminable at this time, with the funding for the district's activities being born by the property owners within the district.

SUMMARY OF ITEM

On July 22, 2019, the City Council adopted a resolution calling a public hearing to establish the Collin Creek West Public Improvement District (see attached Location Map). The public hearing was noticed in the newspaper and by US Post as required by State law. On August 26, 2019 Council tabled the public hearing until September 23, 2019. At this time, staff recommends tabling the item again until the item is ready to move forward. The item will be re-noticed in the newspaper and by mail.

Strategic Plan Goal:

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

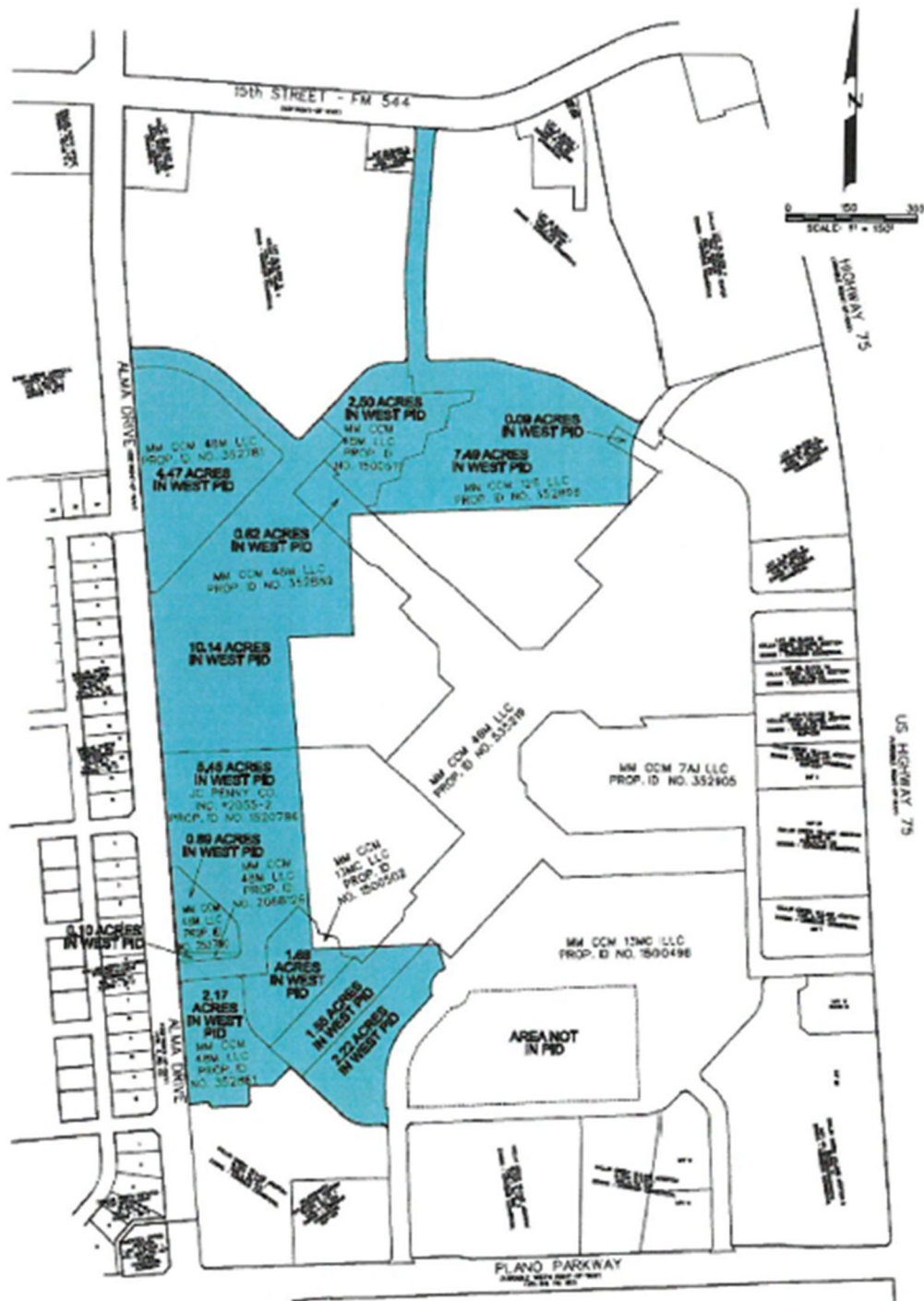
Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	9/12/2019	Map

West PID Location Map





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Public Hearing on the creation of the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**

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 adopted, the financial impact of creating a public improvement district for the eastern portion of the Collin Creek Mall redevelopment area is indeterminable at this time, with the funding for the district's activities being born by the property owners within the district.

SUMMARY OF ITEM

On July 22, 2019, the City Council adopted a resolution calling a public hearing to establish the Collin Creek East Public Improvement District (See attached Location Map). The public hearing was noticed in the newspaper and by US Post as required by State law. On August 26, 2019 Council tabled the public hearing until September 23, 2019. At this time, staff recommends tabling the item again until the item is ready to move forward. The item will be re-noticed in the newspaper and by mail.

Strategic Plan Goal:

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

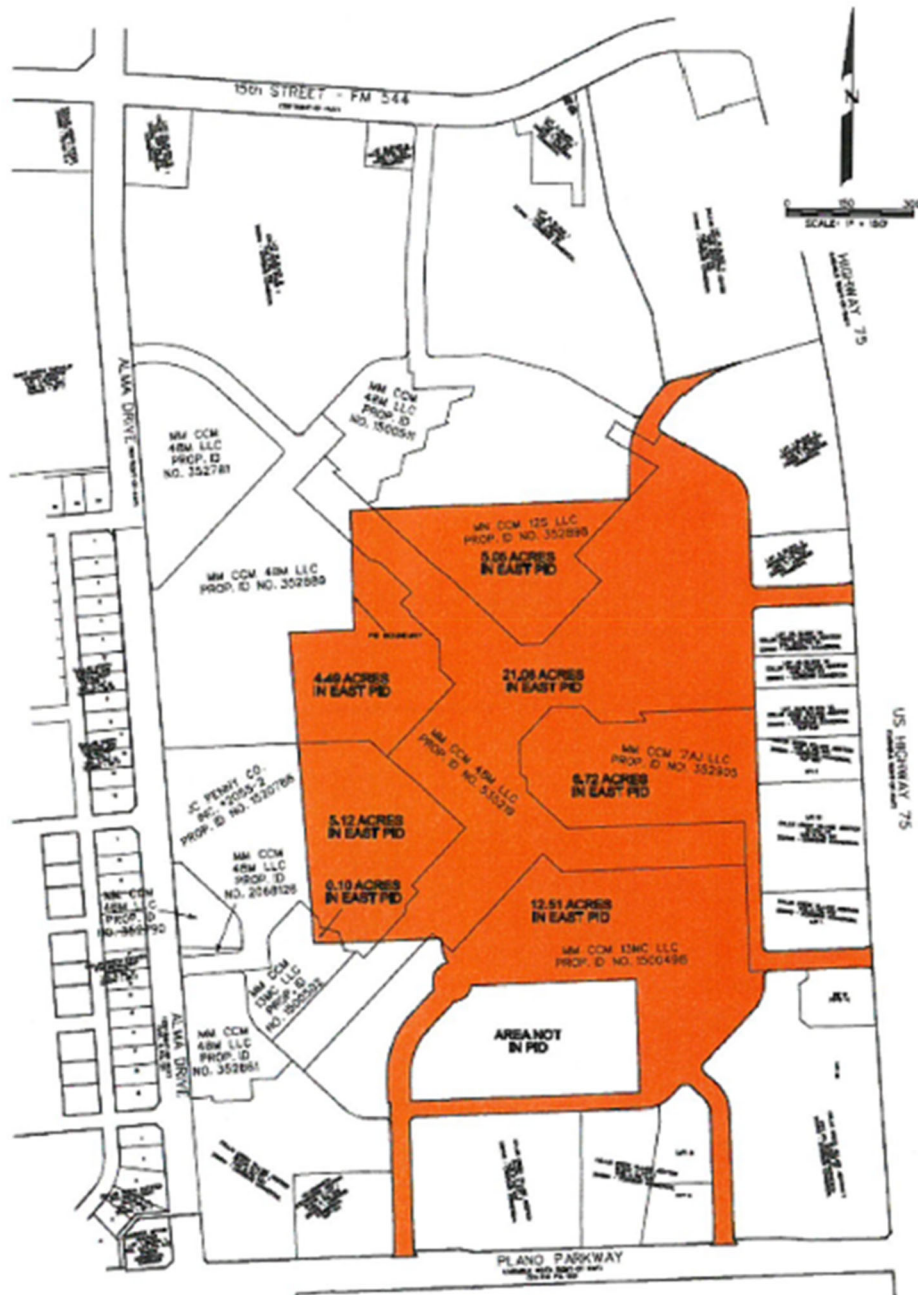
Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	9/12/2019	Map

East PID Location Map





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/23/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Public Hearing on establishing the Tax Increment Reinvestment Zone #4, Plano, Texas, being located within the corporate limits of the City of Plano. (Tabled at 8/26/19 Council meeting.) **Tabled**

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 adopted, the financial impact of creating a Tax Increment Reinvestment Zone surrounding the Collin Creek Mall property will be dependent on future property values which are indeterminable at this time, with a portion of future property tax revenue from increased property values within the zone being unavailable to Plano's General Fund and General Obligation Debt Fund.

SUMMARY OF ITEM

On July 22, 2019, the City Council approved a development agreement for the redevelopment of the Collin Creek Mall. As part of the agreement, Council agreed to consider establishing a tax increment reinvestment zone (see attached Location Map). Holding a public hearing is the first step in the process of

establishing such a zone. The public hearing was noticed in the newspaper as required by State law. In addition, notices of the public hearing were sent to each property owner located in the proposed zone. On August 26, 2019 Council tabled the public hearing until September 23, 2019. At this time, staff recommends tabling the item again until the item is ready to move forward. The item will be re-noticed in the newspaper and by mail.

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Location Map	9/12/2019	Map

TIRZ #4 Location Map

