



CITY COUNCIL

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

DATE: October 28, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Father Stephen Ingram - Prince of Peace Catholic Community

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Cub Scout Pack 1259 - Hughston and Wells Elementary 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.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: The Mayor is recognizing the participants in the Plano Mayor's Summer Internship Program.

Presentation: The Mayor is recognizing Plano's Families First and those who sponsor & participate in the programs and activities.

OATHS OF OFFICE

Heritage Commission

Nancy Baldwin

Parks and Recreation Planning Board

Steven Lavine, Hayden Padgett

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards

Kayci Prince

CERTIFICATES OF APPRECIATION

Animal Shelter Advisory Committee

Sunny Ruth

Board of Adjustment

Ban Alali, Phil Head, Carolyn Kalchthaler

Building Standards Commission

Bryan Kaminski

Community Relations Commission

Judy Drotman, Cynthia Moore

Cultural Affairs Commission

Janelle Twyford-Silvis, Tom Venner

Heritage Commission

Corbin Baumel

Library Advisory Board

Rama Krishnan, Steven Lavine, Tamra Sadafsz, Heather Wang

Parks and Recreation Planning Board

Donna de Chabert

Photographic Traffic Signal Advisory Committee

Kay Carter, Natalie Crawford, Cheryl Dorrance, Robert Drotman, Diana Kolb, Angela Powell, Jerry Smith, Keith Weiss

Planning and Zoning Commission

Hilton Kong, Michael Thomas

Retirement Security Plan Committee

Gregory Rushin

Senior Advisory Board

Paul Gerber, Kimberly Miller

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards

Farrah Ahmed

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) October 14, 2019
Approved with corrections

Approval of Expenditures

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

- (b) RFB No. 2019-0715-B for Concrete Sidewalk Repairs - Cartegraph - 2019, Project No. 7173, for the Public Works Department to HQS Construction LLC in the amount of \$808,150; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0662-B for Arterial Pavement Repair Coit Road - Parker Road to SH 121, Project No. 7145, for the Public Works Department to Jim Bowman Construction Company, L.P. in the amount of \$6,373,251; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0540-C for a one (1) year contract with two (2) one-year City optional renewals for Printing and Mailing Services for Recreation Catalog for the Parks and Recreation Department to DFW Printing Services LLC in the estimated annual amount of \$58,802; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2019-0670-B for 777 Building Roof Replacement for Facilities to Precision Waterproofing and Roofing, Inc. in the amount of \$148,500; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (f) To approve the purchase of Tenable Security Center Maintenance for a one (1) year contract, with up to four (4) mutually agreed upon one-year renewals, for Technology Services in the initial purchase amount of \$63,687 for the first year of estimated annual recurring costs for maintenance from SHI Government Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-3984) **Approved**
- (g) To approve the purchase of Kemp Virtual Load Balancer Maintenance for a three (3) year contract for Technology Services in the amount of \$66,273 from SHI Government Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4291) **Approved**

- (h) To approve the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Services in the amount of \$82,755 from Solid Border through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4095) **Approved**
- (i) To approve the purchase of Motorola APX6000 Portable Radios for the Police Department in the amount of \$119,372 from Motorola Solutions Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (H-GAC Contract No. RA05-18) **Approved**
- (j) To approve the purchase of Police Uniforms for a one (1) year contract with three (3) City optional renewals in the estimated annual amount of \$272,672 for the first year, and in the estimated annual amount of \$250,000 for renewal terms, from Galls, LLC through an existing contract with the City of Frisco; and authorizing the City Manager to execute all necessary documents. (City of Frisco Contract No. 1804-060) **Approved**

Approval of Contract Modification

- (k) To approve an increase to the current awarded contract amount of \$151,959 by \$193,090, for a total contract amount of \$345,049, for Wayfinding System Design from Corbin Design, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2016-0083-B; Modification No. 2) **Approved**
- (l) To approve the terms and conditions of the Second 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 Property; authorizing the execution by the City Manager; and providing an effective date. **Approved**
- (m) To approve an increase to the current awarded contract amount of \$49,000 by \$15,200, for a total contract amount of \$64,200, for Plano Event Center Kitchen Remodel, Project No. 7135, from SmithGroup, Inc.; and authorizing the City Manager to execute all necessary documents. (Modification No. 1) **Approved**

Approval of Change Order

- (n) To approve an increase to the current awarded contract amount of \$1,242,016 by \$101,001, for a total contract amount of \$1,343,017, for Coit Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157, from Jim Bowman Construction Company, L.P. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (2015-215-B; Change Order No. 2) **Approved**
- (o) To approve a decrease to the current awarded contract amount of \$6,043,026 by \$108,775, for a total contract amount of \$5,934,251, for Enfield Park Athletic Maintenance Facility, Project No. 6416, from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents. (RFQ No. 2016-0407-B; Change Order No. 2) **Approved**

- (p) To approve an increase to the current awarded contract amount of \$3,160,981 by \$118,378, for a total contract amount of \$3,279,359, for Park Forest North and Russell Creek Water Rehabilitation, Project No. 6842, from KIK Underground, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0409-B; Change Order No. 4) **Approved**

Approval of Expenditure

- (q) To approve a revised expenditure of \$3,283,533 to JBP Properties I, LLC for the purchase of a trail easement and trail improvements along White Rock Creek south of Legacy Drive, including a permanent easement, concrete trail, pedestrian bridge, drainage improvements, trail underpass under Legacy Drive and trail connection to Legacy Drive; for the original purchase price of \$2,887,925, plus the proposed additional purchase price of \$395,608, for the total revised purchase price of \$3,283,533; and authorizing the City Manager to execute all necessary documents to complete the purchase. **Approved**
- (r) To approve an expenditure for Professional Consultant Services for Sidewalk Improvements - Plano Parkway from Independence Parkway to Alma Drive, Project No. 6901, in the amount of \$51,000 from Prime Time Group, Inc. dba PTG, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (s) To approve an Interlocal Agreement for Back-Up 9-1-1 Service and Communications Support that is made and entered into as of the effective date by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc. (NTECC); authorizing its execution by the City Manager; and providing an effective date. **Approved**
- (t) To approve an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for the North Texas SHARE program for the Procurement and Project Management Department; and authorizing the City Manager to execute all necessary documents. **Approved**

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 adoption of Ordinance No. 2019-10-12** as requested in Zoning Case 2019-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 51 for Trade School on 0.1 acre of land located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Kong's Investment Company, Inc. **Conducted and Adopted**
- (2) Consideration to adopt the City Council's Vision and Strategic Plan Critical Success Factors for Fiscal Year 2019-20. **Adopted**

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: 10/28/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The Mayor is recognizing the participants in the Plano Mayor's Summer Internship Program.

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The Mayor is recognizing Plano's Families First and those who sponsor & participate in the programs and activities.

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CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Heritage Commission

Nancy Baldwin

Parks and Recreation Planning Board

Steven Lavine, Hayden Padgett

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards

Kayci Prince

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Animal Shelter Advisory Committee

Sunny Ruth

Board of Adjustment

Ban Alali, Phil Head, Carolyn Kalchthaler

Building Standards Commission

Bryan Kaminski

Community Relations Commission

Judy Drotman, Cynthia Moore

Cultural Affairs Commission

Janelle Twyford-Silvis, Tom Venner

Heritage Commission

Corbin Baumel

Library Advisory Board

Rama Krishnan, Steven Lavine, Tamra Sadafsaz, Heather Wang

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Donna de Chabert

Photographic Traffic Signal Advisory Committee

Kay Carter, Natalie Crawford, Cheryl Dorrance, Robert Drotman, Diana Kolb, Angela Powell, Jerry Smith, Keith Weiss

Planning and Zoning Commission

Hilton Kong, Michael Thomas

Retirement Security Plan Committee

Gregory Rushin

Senior Advisory Board

Paul Gerber, Kimberly Miller

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards

Farrah Ahmed

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

October 14, 2019

Approved with corrections

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: FY19-20	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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Meeting Minutes	10/22/2019	Minutes
Regular Session Minutes	10/22/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 14, 2019**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Harry LaRosiliere, Mayor

STAFF PRESENT

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

Mayor Pro Tem Smith called the meeting to order at 5:00 p.m., Monday, October 14, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Smith stated 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; to receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Smith reconvened the meeting back into the Preliminary Open Meeting at 6:02 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion – Personnel Appointments:**
 - a) Heritage Commission – Member and Chair
Upon a motion made by Council Member Grady and seconded by Council Member Bao the Council voted 7-0 to appoint Nancy Baldwin as a member and reappoint Harold Sickler as Chair.
- **Personnel – Appointments**
 - a) Community Relations Commission - Chair
This item was deferred to the October 28th Preliminary Open Meeting
 - b) Retirement Security Plan Committee – Chair
This item was deferred to the October 28th Preliminary Open Meeting.

c) Tax Increment Financing Reinvestment Zone No. 2 Board - Member

Upon a motion made by Council Member Tu and seconded Council Member Grady, the Council voted 7-0 to appoint Council Member Kayci Prince as a member.

d) Tax Increment Financing Reinvestment Zone No. 3 Board - Member

Upon a motion made by Council Member Tu and seconded Council Member Grady, the Council voted 7-0 to appoint Council Member Kayci Prince as a member.

- **Recycling Education Presentation**
- **Departmental Presentation – Plano Fire Rescue**
- **Housing Tax Credit Process Presentation**
- **Consent and Regular Agendas**

Council Member Grady requested Consent Item W be pulled for individual consideration. He also requested Regular Items 7 & 8 be discussed before Regular Item 4.

- **Council items for discussion/action on future agendas**

Deputy Mayor Pro Tem Ricciardelli requested discussion of Fee Waivers in Neighborhood Empowerment Zones be placed on a future agenda.

With no further discussion, the Preliminary Open Meeting was adjourned at 6:59 p.m.

Rick Smith, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
October 14, 2019**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Harry LaRosiliere, Mayor

STAFF PRESENT

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

Mayor Pro Tem Smith convened the Council into the Regular Session on Monday, October 14, 2019 at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Adult Ministry Pastor Arthur Watson with Chase Oaks Church, Legacy Campus, led the invocation and Scouts BSA Troop 3000 with Resurrection Lutheran Church led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: October is Domestic Violence Awareness Month.

Oaths of Office

Mayor Pro Tem Smith administered the oath of office to incoming board and commission members.

Comments of Public Interest

Sara Mitchell spoke to Domestic Awareness Month and Pregnancy Loss and Infant Death Awareness Month.

Consent Agenda

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

Approval of Minutes

September 23, 2019

(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2019-0630-B for three (3) Animal Control Body Pickup Trucks for Fleet Services to be utilized by Animal Services to Bob Moore Ford in the amount of \$153,429; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2019-0661-B for Arterial Pavement Repair Jupiter Road - 14th Street to Chaparral Road, Project No. 7099, for the Public Works Department to HQS Construction LLC in the amount of \$3,999,200; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2019-0494-B for a one time purchase of Daniel Defense V7 Rifles, Magpul Sight Sets, and Daniel Defense Picatinny Rail Sections to Clyde Armory, Inc. in the amount of \$181,299 and Magpul PMAG M3 Magazines to Primary Arms, Inc. for \$10,935; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2019-0636-C for a one (1) year contract with four (4) City optional one-year renewals for Custom T-shirts for Various Departments to Mustang Apparel, Inc., d/b/a Incentive Brands in the estimated annual amount of \$50,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

CSP No. 2019-0613-B for Preston Elevated Tank Painting and Site Improvements, Project No. 7038, to J.R. Stelzer Co. in the amount of \$1,492,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Purchase from an Existing Contract

To approve the purchase of OKTA IT Products for a one (1) year contract with up to four (4) mutually agreed upon one-year support renewals for Technology Services in the initial purchase amount of \$142,434, to include \$65,697 for the first year of estimated annual recurring costs for support, from Critical Start, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-3248) (Consent Agenda Item “G”)

To approve the purchase of Traffic Signal and Miscellaneous Traffic Construction for an initial term ending September 17, 2020 and three (3) City optional one-year renewals for the Public Works Department, in the estimated annual amount of \$675,000 from Bean Electrical Inc. and from Durable Specialties, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of McKinney Contract No. 18-48FP) (Consent Agenda Item “H”)

To approve the purchase of operational supplies for a term ending January 18, 2022 with three (3) optional two-year renewals for City departments in the estimated amount of \$300,000 from Amazon Services, LLC, Amazon Business through an existing contract; and authorizing the City Manager to execute all necessary documents. (U.S. Communities Contract No. R-TC-17006) (Consent Agenda Item “I”)

To approve the purchase of Energy Management System Maintenance for a three (3) year contract for Facilities Maintenance in the estimated amount of \$371,275 from Johnson Controls, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 030817-JHN) (Consent Agenda Item “J”)

Approval of Contract Modification

To approve an expenditure for the purchase of Biometric Screening Services by adding a term of seven (7) months and one (1) additional one-year renewal in the estimated annual amount of \$80,000 from US Wellness, Inc. for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2016-0242-C, Modification No. 3) (Consent Agenda Item “K”)

To approve an increase to the current awarded contract amount of \$40,000 by \$52,500, for a total contract amount of \$92,500, for Pre-Employment Polygraph Services and a Polygraph Internship Program from Behavioral Measures and Forensic Services Southwest, Inc. for the Plano Police Department; and authorizing the City Manager to execute all necessary documents. (2017-0119-C; Modification No. 1) (Consent Agenda Item “L”)

To approve an increase to the current awarded contract amount of \$48,968 by \$10,867, for a total contract amount of \$59,835, for the Senior Center Expansion and Renovation Material and Testing Services, Project No. 6626, from GME Consulting Services, Inc.; and authorizing the City Manager to execute all necessary documents. (Modification No. 2) (Consent Agenda Item “M”)

Approval of Expenditure

To ratify an expenditure in the amount of \$990,860 for one (1) Diamond Z DZT8000TKT Tub Grinder from Bane Machinery, Inc. for Fleet Services to be utilized by Compost Marketing and Operations; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure for Building Inspection Services for a one (1) year contract with three (3) one-year City optional renewals in the annual estimated amount of \$75,000 from Bureau Veritas North America, Inc. for the Building Inspections Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

To approve an expenditure in the amount of \$142,258 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

To approve an expenditure for the Digitization of Building Plans in the estimated amount of \$200,475 from Strohmeyer Architects, Inc. for Facilities Maintenance; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

Approval of Contract / Agreement

To ratify a License Agreement with Dallas Area Rapid Transit and the City of Plano to complete construction of the Wayside Horns at KCS railroad crossing at Plano Parkway and US 75; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “R”)

To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and St. Elizabeth Ann Seton Parish the right to locate, place, attach, install, operate and maintain, a communications system consisting of conduit and fiber under Independence Parkway for the purpose of connecting its communications system between two facilities; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “S”)

Adoption of Ordinances

Ordinance No. 2019-10-1: To amend Section 15-21, Generally, Article II. Parks and Recreation Planning Board, Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano; revising the number of parks and recreation planning board members; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “T”)

Ordinance No. 2019-10-2: To approve the carrying-forward of certain fiscal year 2018-19 funds to fiscal year 2019-20; and providing an effective date. (Consent Agenda Item “U”)

Ordinance No. 2019-10-3: To amend a certain section of Ordinance No. 2018-10-4; codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water services effective November 1, 2019, and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “V”)

Ordinance No. 2019-10-4: To amend Section 12-73(d) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to correct the effective times of various school zones; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “X”)

END OF CONSENT

Ordinance No. 2019-10-5: To amend Section 12-73(d) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of the school zone on Coit Road at Stonehaven Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “W”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0, to amend Section 12-73(d) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of the school zone on Coit Road at Stonehaven Drive, within the city limits of the City of Plano; and further to adopt Ordinance No. 2019-10-5.

Consideration of appointment of two regular members and one interim member to the Parks and Recreation Planning Board. (Regular Agenda Item “1”)

MOTION: Upon a motion made by Council Member Williams and seconded by Council Member Tu, the Council voted 7-0, to appoint Hayden Padgett and Steve Lavine as members and deferred the interim position to the October 28th meeting.

Public Hearing and adoption of Resolution No. 2019-10-6(R) to approve the use or taking of a portion of City of Plano public Park Land, known as Ridgeview Ranch Golf Course, pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a North Texas Municipal Water District permanent utility easement, permanent access easement and temporary construction easement for the purpose of improvements to the Ridgeview Pump Station located adjacent to the park; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Regular Agenda Item “2”)

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to approve the use or taking of a portion of City of Plano public Park Land, known as Ridgeview Ranch Golf Course, pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a North Texas Municipal Water District permanent utility easement, permanent access easement and temporary construction easement for the purpose of improvements to the Ridgeview Pump Station located adjacent to the park; and further to adopt Resolution No. 2019-10-6(R).

Public Hearing and adoption of Resolution No. 2019-10-7(R) to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff's Office for the disbursement of the 2019 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "3")

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 7-0, to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff's Office for the disbursement of the 2019 Edward Byrne Justice Assistance Grant funds; and further to adopt Resolution No. 2019-10-7(R).

Public Hearing and adoption of Ordinance No. 2019-10-8 as requested in Comprehensive Plan Amendment 2019-001 to amend the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, incorporating the Expressway Corridor Environmental Health Policy and providing an effective date. (Regular Agenda Item "7")

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0, to amend the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, incorporating the Expressway Corridor Environmental Health Policy; as requested in Comprehensive Plan Amendment 2019-001; and further to adopt Ordinance No. 2019-10-8.

Public Hearing and adoption of Ordinance No. 2019-10-9 as requested in Zoning Case 2019-009 to amend Article 14 (Allowed Uses and Use Classifications), and Article 15 (Use-specific Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2 as heretofore amended, pertaining to the Expressway Corridor Environmental Health Policy; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Agenda Item "8")

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0, to amend Article 14 (Allowed Uses and Use Classifications), and Article 15 (Use-specific Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2 as heretofore amended, pertaining to the Expressway Corridor Environmental Health Policy; as requested in Zoning Case No. 2019-009; and further to adopt Ordinance No. 2019-10-9.

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 at 9/23/19 Council meeting.) (Regular Agenda Item “4”)

Due to a potential conflict of interest, Deputy Mayor Pro Tem Ricciardelli stepped away from the dais. Mayor Pro Tem Smith opened the public hearing. Bill Dahlstrom, Jeff Blakely, and John Conger, representing the applicant requested the Council support the project. Fehmi Karahan and Marilyn Kasko spoke in opposition of the project. Jonathan Baldwin spoke to council ethics. Todd Ashbrook and John Stafford spoke in support of the project. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Williams, the Council voted 4-2, with Council Members Tu and Grady in opposition and Deputy Mayor Pro Tem Ricciardelli recusing himself due to a potential conflict of interest, to deny the request 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; as requested in Zoning Case No. 2019-012.

The Council took a brief recess at 9:30 p.m. and reconvened at 9:40 p.m. Deputy Mayor Pro Tem Ricciardelli returned from the dais.

Public Hearing and adoption of Ordinance No. 2019-10-10 as requested in Zoning Case 2019-008 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 7.8 acres of land located at the northeast corner of 14th Street and M Avenue, in the City of Plano, Collin County, Texas, from Planned Development-133-General Office, Retail, and Urban Residential to Planned Development-133-Downtown Business/Government with modified 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: First Baptist Church of Plano (Regular Agenda Item “5”)

Mayor Pro Tem Smith opened the public hearing. Audra Buckley, Pastor Craig Curry, David Foor, and Rodman Ricketts, representing the applicant, requested the Council support the project. Lana Mayfield, Tom Donaldson, Tammy Landers, Dennis Gorman, Richard Wells, Connor Chaddick, Rick Weaver, Katherine Novak, and John Stafford spoke in support of the project. Kim Gonzales, Jo Howser, and Tom Brikowski spoke in opposition of the project. Mayor Pro Tem Smith closed the public hearing.

Public Hearing and adoption of Ordinance No. 2019-10-10 (Cont'd.)

MOTION: Upon a motion made by Council Member Bao and seconded by Council Member Tu the Council voted 5-2, with Deputy Mayor Pro Tem Ricciardelli and Council Member Grady in opposition, to rezone 7.8 acres of land located at the northeast corner of 14th Street and M Avenue, in the City of Plano, Collin County, Texas, from Planned Development-133-General Office, Retail, and Urban Residential to Planned Development-133-Downtown Business/Government with modified development standards; as requested in Zoning Case No. 2019-008; and further to adopt Ordinance No. 2019-10-10.

Public Hearing and adoption of Ordinance No. 2019-10-11 as requested in Zoning Case 2019-014 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 37 for Compact Construction and Transportation Equipment Sales & Service on 11.5 acres of land located on the south side of State Highway 121, 330 feet east of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial with Specific Use Permits No. 424 for Building Material Sales and No. 628 for Truck/Bus Leasing; 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: Home Depot U.S.A., Inc. (Regular Agenda Item “6”)

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Prince and seconded Council Member Bao the Council voted 7-0, to grant Specific Use Permit No. 37 for Compact Construction and Transportation Equipment Sales & Service on 11.5 acres of land located on the south side of State Highway 121, 330 feet east of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial with Specific Use Permits No. 424 for Building Material Sales and No. 628 for Truck/Bus Leasing; as requested in Zoning Case No. 2019-014; and further to adopt Ordinance No. 2019-10-11.

First Reading of an Ordinance to amend Section 3 of Ordinance No. 2003-6-3, Section I of Ordinance No. 2008-4-42, and Section I of Ordinance No. 2015-10-17 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation, to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2018; and providing a repealer clause, a severability clause, and an effective date. (Regular Agenda Item “9”)

The first reading of the ordinance was conducted.

With no further discussion, the Regular City Council Meeting adjourned at 11:09 p.m.

Rick Smith, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2019-0715-B for Concrete Sidewalk Repairs - Cartegraph - 2019, Project No. 7173, for the Public Works Department to HQS Construction LLC in the amount of \$808,150; 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		4,085,381	4,314,619	4,000,000	12,400,000
Encumbered/Expended Amount		-4,085,381	-1,729,459	0	-5,814,840
This Item		0	-808,150	0	-808,150
BALANCE		0	1,777,010	4,000,000	5,777,010

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2019-20 Capital Maintenance Fund Budget. Project construction for the Concrete Sidewalk Repairs - Cartegraph 2019 project, in the amount \$808,150, will leave a balance of \$1,777,010 available in the 2019-20 fiscal year for future sidewalk repair expenditures.

SUMMARY OF ITEM

Public Works Department recommends the bid for the Concrete Sidewalk Repairs - Cartegraph - 2019 Project to HQS Construction LLC, in the amount of \$808,150.00, 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 feet of concrete sidewalk as well as 61 barrier free ramps, at various locations, throughout the City of Plano.

If not awarded by council, these areas would not be repaired and remain in an unsafe condition.

Engineer's estimate for the project is \$1,060,000.

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	10/8/2019	Bid Recap

**CITY OF PLANO
BID NO. 2019-0715-B
RFB for Concrete Sidewalk Repairs – Cartegraph – 2019
PROJECT NO. 7173
BID RECAP**

Bid Opening Date/Time: October 7, 2019 @ 10:30 a.m.

Number of Vendors Notified: 259

Vendors Submitting “No Bids”: 1

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 8

HQS Construction LLC	\$808,150.00
KIK Underground LLC	\$864,350.00
RBR Infrastructure & Road LLC	\$890,950.00
Cidrax Texas LLC	\$988,400.00
FNH Construction LLC	\$1,027,250.00
Arreguin Group Inc.	\$1,093,495.00
Excel Aircraft LLC dba Excel Trenching	\$1,137,262.50
West Texas Rebar Placers	\$1,191,750.00

Recommended Vendor:

HQS Construction LLC	\$808,150.00
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Nancy Corwin

Nancy Corwin
Senior Buyer

October 7, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2019-0662-B for Arterial Pavement Repair Coit Road - Parker Road to SH 121, Project No. 7145, for the Public Works Department to Jim Bowman Construction Company, L.P. in the amount of \$6,373,251; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2019-20 to 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	3,625,000	3,750,000	7,375,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-2,000,000	-4,373,251	-6,373,251
BALANCE		0	1,625,000	-623,251	1,001,749

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the Street Improvements CIP and planned for future years. Construction for the Arterial Pavement Repair Coit Road - Parker Road to SH 121 project, in the amount of \$6,373,251, will leave a project balance of \$1,001,749 for future expenditures on this or other arterial concrete repair projects.

SUMMARY OF ITEM

Public Works Department recommends the bid for the Arterial Repair Coit Road - Parker Road to SH 121 Project to Jim Bowman Construction Company, L.P., in the amount of \$6,373,251 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 60,000 square yards of arterial concrete, 85,000 square feet of sidewalk

repair and the repair of 218 barrier free ramps, all on Coit Road between Parker Road and SH 121.

If not awarded by council, these areas would not be repaired and remain in an unsafe condition.

Engineer's estimate for this project is \$7,500,000.

Strategic Plan Goal:

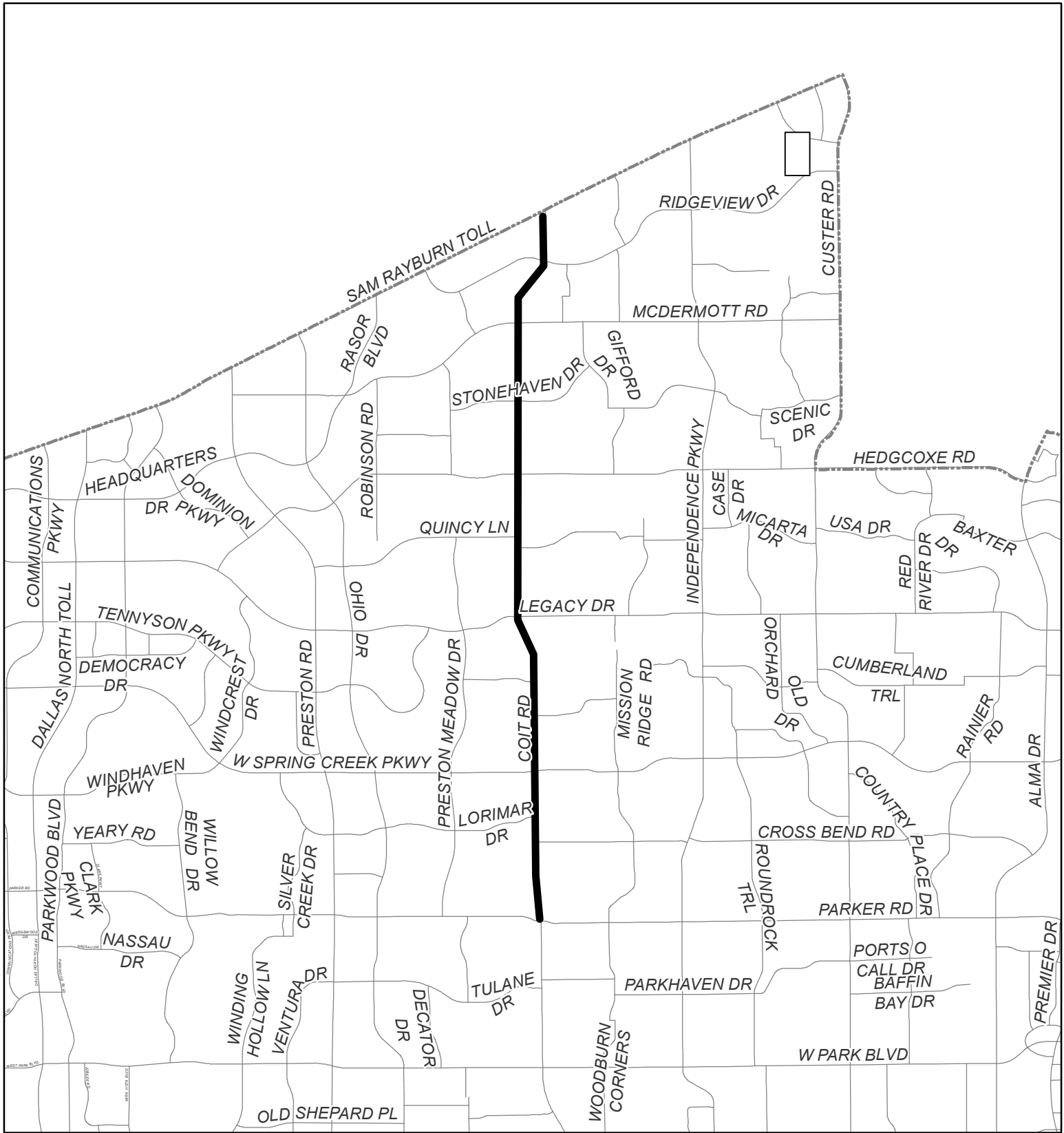
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	10/3/2019	Map
Bid Recap	10/3/2019	Bid Recap



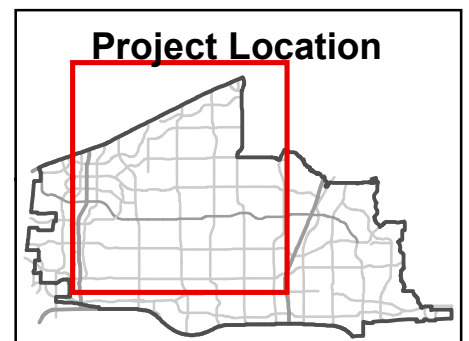
0 2,200 4,400
Feet

ARTERIAL PAVEMENT REPAIR COIT ROAD - PARKER ROAD TO SH 121

Project No.7145



City of Plano BI-GIS Division
October 2019



**CITY OF PLANO
BID NO. 2019-0662-B
RFB for Arterial Pavement Repair Coit Road – Parker Rd To SH 121
PROJECT NO. 7145
BID RECAP**

Bid Opening Date/Time: October 1, 2019 @ 10:30 a.m.

Number of Vendors Notified: 246

Vendors Submitting “No Bids”: 0

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 6

Jim Bowman Construction Company, L.P.	\$6,373,251.00
DDM Construction Corp	\$6,418,755.00
Urban Infraconstruction LLC	\$6,418,755.00
HQS Construction LLC	\$6,703,900.00
FNH Construction	\$7,491,900.00
Winding Rd. Construction	\$9,392,350.00

Recommended Vendor:

Jim Bowman Construction Company, L.P.	\$6,373,251.00
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Nancy Corwin
Nancy Corwin
Senior Buyer

October 1, 2019
Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Kimberly Williams ext. 7204

CAPTION

RFB No. 2019-0540-C for a one (1) year contract with two (2) one-year City optional renewals for Printing and Mailing Services for Recreation Catalog for the Parks and Recreation Department to DFW Printing Services LLC in the estimated annual amount of \$58,802; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2019-20 thru 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	70,000	117,604	187,604
Encumbered/Expended Amount		0	0	0	0
This Item		0	-58,802	-117,604	-176,406
BALANCE		0	11,198	0	11,198

FUND(S): Recreation Revolving Fund

COMMENTS: This item approves a contract for the printing and mailing of the Recreation Catalog. The contract is for one (1) year with two (2) optional one-year renewals. The estimated amount to be spent in the current year is \$58,802 with estimated future costs of \$117,604 (\$58,802 for each of FY 2020-21 & FY 2021-22) if all renewal years are exercised. All future expenditures will be made within approved budget appropriations.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/17/2019	Memo
Bid Recap	10/16/2019	Bid Recap

Date: October 15, 2019

To: Jack Carr, Deputy City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Award of Bid #2019-0540-C Printing and Mailing Services for Recreation Catalog

After reviewing and evaluating all bids for bid number 2019-0540-C (Printing Services for our Recreation Catalog), it is our recommendation that the bid be awarded to the lowest bidder, DFW Printing Services LLC, in the amount of \$58,802.15 for three copies a year with two one-year City optional renewals.

The cost of the catalog comes out of the Recreation Revolving Fund, which is generated by class registrations. If the City does not award this bid, our Recreation Catalog would not be printed, mailed and given out to 55,000 citizens three times a year. Thus the amount of people who take our wide range of classes would be significantly reduced thus impacting the Recreation Revolving Fund in a negative manner.

The specifics of this bid are on file with the Procurement and Project Management Department.

If you need any additional information, please let me know.

CITY OF PLANO

BID No. 2019-0540-C

Printing and Mailing Services for Recreation Catalog

BID Recap

Bid Opening Date/Time: September 16, 2019 @ 3:00 pm (CST)

Number of Vendors Notified: 239

Vendors Submitting "No Bids": 1

Number of Vendors Non-Responsive: 0

Number of Bids Submitted: 5

Vendor Name	Total
DFW Printing Services LLC	\$ 58,802.15
Lendan Communications.	\$ 70,793.90
AC Printing LLC	\$ 71,376.00
Incentive Brands	\$ 273,800.00
Quick Draw Printing	\$3,190,605.00

Recommended Vendor(s):

DFW Printing Services LLC	\$ 58,802.15
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Kimberly Williams

Kimberly Williams, Buyer II

October 11, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Nancy Corwin x7137

CAPTION

RFB No. 2019-0670-B for 777 Building Roof Replacement for Facilities to Precision Waterproofing and Roofing, Inc. in the amount of \$148,500; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	11,587,999	0	11,587,999
Encumbered/Expended Amount		0	0	0	0
This Item		0	-148,500	0	-148,500
BALANCE		0	11,439,499	0	11,439,499

FUND(S): TIF II Fund

COMMENTS: Funding for this item is available from the TIF II Fund. Replacing the roof for the future Neighborhood Services Building, in the amount of \$148,500, will leave a balance of \$11,439,499 available for other TIF II Fund 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:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/15/2019	Memo
Bid Recap	10/15/2019	Bid Recap

Date: October 8, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill 
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: 777 Building Roof Replacement – Bid #2019-0670-B

I have reviewed the bids submitted to replace the roof on the 777 Building. I recommend award to the lowest responsive responsible bid submitted from Precision Waterproofing and Roofing, Inc. for the amount of \$148,500. There were two additional bids submitted from Nations Roof Central, LLC for \$198,850 and Roof Management Services for \$248,000. A bid was received from Hanalex Roofing & Construction, LLC for \$242,777; however, this bid was deemed non-responsive due to not attending the mandatory site visit.

The existing roof is at the projected end of its life expectancy and has deteriorated such that replacement is necessary to protect the contents inside the building from weather conditions.

The funding for the project is in the TIF II Account #275.

Please let me know if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Nancy Corwin
Angie Morales
Michael Parrish

CITY OF PLANO

Bid No. 2019-0670-B

777 Building Roof Replacement Bid Recap

Bid opening Date/Time: September 30, 2019 @ 2:00 PM

Number of Vendors Notified: 239

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 4

Number of Bids Submitted Non-responsive: 1

Vendor Name

Precision Waterproofing and Roofing, Inc.
Nations Roof Central, LLC
Roof Management Services

Total Base Bid

\$148,500
\$198,850
\$248,000

Recommended Vendor(s):

Precision Waterproofing and Roofing, Inc.

\$148,500

Nancy Corwin

Nancy Corwin, Buyer

September 30, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Tenable Security Center Maintenance for a one (1) year contract, with up to four (4) mutually agreed upon one-year renewals, for Technology Services in the initial purchase amount of \$63,687 for the first year of estimated annual recurring costs for maintenance from SHI Government Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-3984) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 thru 2023-24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,212	272,000	6,067,212
Encumbered/Expended Amount	0	-203,342	0	-203,342
This Item	0	-63,687	-272,000	-335,687
Balance	0	5,528,183	0	5,528,183

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the 2019-20 Technology Services Fund. This request is for a one (1) year contract with up to four (4) one-year renewals for Tenable maintenance and support, in the amount of \$63,687, which will leave a balance of \$5,528,183 available in the 2019-20 Technology Services Fund for other maintenance agreements. Funding for future year expenditures will be available in the Technology Services Fund and are dependent on contract renewals in the annual amount of \$65,000 for FY 2020-21; \$67,000 for FY 2021-22; \$69,000 for FY 2022-23; and \$71,000 for FY 2023-24. All future year expenditures will occur within council approved appropriations.

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. (Texas Department of Information Resources Contract No. DIR-TSO-3984 / City of Plano Internal Contract No. 2020-0026-O)

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	10/7/2019	Memo
Cooperative Quote Recap	10/8/2019	Cooperative Quote Recap

Date: October 3, 2019

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

From: Chris Chiancone, Chief Information Officer
Chris Edwards, Enterprise Architect

Subject: Tenable Security Center Maintenance Renewal

Technology Services recommends the award of the City's Tenable Security Center maintenance for 2019-2020 to SHI Government Solutions in the amount of \$63,687.00 on existing DIR Contract No. DIR-TSO-3984.

Tenable software is utilized by the Security Operations team to assess and manage vulnerabilities with servers, workstations, and other connected devices on the City of Plano network. This software helps us accurately identify, investigate, and prioritize vulnerabilities by providing us a real-time, continuous assessment of the security posture of the network. Additionally, for regulatory requirements such as CJIS, HIPAA, and PCI, this type of software is required to demonstrate that we maintain our patching compliance. PCI-DSS compliance requires the use of an Authorized Scanning Vendor (ASV) which is what the Tenable PCI-ASV Cloud portion of this renewal covers in order to attest to compliance annually and accept card payments at the City.

This software maintenance is renewed annually, so the Technology Services department is seeking approval for future year renewals in the estimated amount of \$65,000.00 for FY 20-21, \$67,000.00 for FY 21-22, \$69,000.00 for FY 22-23, and \$71,000.00 for FY 23-24 for a total of \$272,000.00 for years two (2) through five (5) renewals. This amount is included in our annual operating budget and would be subject to future approvals of our operating budget.

If not awarded, the Security Team would not be able to accurately assess network security posture which would lead to increased risk of cyber-attack and the City would not be able to attest to compliance to accept credit card payments.

CITY OF PLANO
SOLICITATION NO. 2020-0026-O
TENABLE SECURITY CENTER MAINTENANCE RENEWAL
COOPERATIVE QUOTE RECAP

Quote Due Date/Time: October 1, 2019 @ 3:00 p.m.

Number of Vendors Contacted: 5

Number of Quotes Received: 2

SHI Government Solutions	DIR-TSO-3984	\$63,687.00
Critical Start	DIR-TSO-3898	\$69,670.95

Recommended Vendor:

SHI Government Solutions	DIR-TSO-3984	\$63,687.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

October 3, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Kemp Virtual Load Balancer Maintenance for a three (3) year contract for Technology Services in the amount of \$66,273 from SHI Government Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4291) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,212	0	5,795,212
Encumbered/Expended Amount	0	-203,342	0	-203,342
This Item	0	-66,273	0	-66,273
Balance	0	5,525,597	0	5,525,597

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the 2019-20 Technology Services Budget. This request is to approve the purchase of Kemp Virtual Load Balancer maintenance and support from SHI Government Solutions, in the amount of \$66,273, which will leave a remaining balance of \$5,525,597 in the 2019-20 Technology Services Budget for other maintenance and support expenditures.

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. (Texas Department of Information Resources Contract No. DIR-TSO-4291 / City of Plano Internal Contract No. 2020-0049-O)
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	10/9/2019	Memo
Cooperative Quote Recap	10/9/2019	Cooperative Quote Recap

Date: October 9, 2019

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

From: Chris Chiancone, Chief Information Officer
Chris Edwards, Enterprise Architect

Subject: Kemp Virtual Load Balancer Renewal

Technology Services recommends the award of the City's Kemp Virtual Load Balancer Maintenance for 2019-2022 to SHI Government Solutions in the amount of \$66,272.71 on existing DIR Contract No. DIR-TSO-4291.

This renewal is for a three (3) year term for maintenance and includes a free upgrade of the twelve (12) virtual load balancers in the City network to the newer model at no added cost for the multi-year renewal. The virtual load balancers within the City's network are the customer facing network gear sitting in front of high-availability enterprise applications such as JD Edwards, PeopleSoft, Skype for Business, and others as well as providing Web Application Firewall functionality for internet facing workloads for an added layer of application level protection and security.

If not awarded, the load balancers will not receive support or updates which could leave the City at risk of downtime to critical line of business enterprise applications or cyber-attacks against internet facing workloads.

CITY OF PLANO
SOLICITATION NO. 2020-0049-O
KEMP VIRTUAL LOAD BALANCER RENEWAL
COOPERATIVE QUOTE RECAP

Quote Due Date/Time: October 8, 2019 @ 5:00 p.m.

Number of Vendors Contacted: 3

Number of Quotes Received: 2

SHI Government Solutions	DIR-TSO-4291	\$ 66,272.71
CDW-G	NIPA 2018011-01	\$ 67,840.00

Recommended Vendor:

SHI Government Solutions	DIR-TSO-4291	\$ 66,272.71
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

October 9, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Services in the amount of \$82,755 from Solid Border through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4095) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,212	0	5,795,212
Encumbered/Expended Amount	0	-203,342	0	-203,342
This Item	0	-82,755	0	-82,755
Balance	0	5,509,115	0	5,509,115

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the 2019-20 Technology Services Fund. This request is to purchase Palo Alto Firewall maintenance, in the amount of \$82,755, which will leave a remaining balance of \$5,509,115 for additional support and maintenance expenditures in the 2019-20 Technology Services Fund.

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. (Texas Department of Information Resources Contract No. DIR-TSO-4095 / City of Plano Internal Contract No. 2020-0028-O)
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	10/7/2019	Memo
Cooperative Quote Recap	10/7/2019	Cooperative Quote Recap

Date: October 3, 2019

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

From: Chris Chiancone, Chief Information Officer
Chris Edwards, Enterprise Architect

Subject: Palo Alto Firewall Maintenance Renewal

Technology Services recommends the award of the City's Palo Alto Firewall Maintenance for 2019-2020 to Solid Border in the amount of \$82,755.00 on existing DIR Contract No. DIR-TSO-4095.

The City's firewall maintenance renewal covers all of the City's physical firewall hardware and their related subscription services for threat prevention, URL filtering, GlobalProtect VPN, and WildFire cloud-based threat analysis services. These firewalls and their software subscriptions provide a critical layer of the City's defense in depth strategy for protecting critical assets within the City's network such as Police, Fire, 911, Water & Sewer, and other critical application servers and users.

If not awarded, the City would be at a high risk of cyber-attack and lose several functionalities of the City's firewalls utilized to provide services today.

CITY OF PLANO
SOLICITATION NO. 2020-0028-O
PALO ALTO FIREWALL MAINTENANCE RENEWAL
COOPERATIVE QUOTE RECAP

Quote Due Date/Time: October 1, 2019 @ 3:00 p.m.

Number of Vendors Contacted: 5

Number of Quotes Received: 2

Solid Border DIR-TSO-4095	\$ 82,755.00
Layer 3 Communications DIR-TSO-3972	\$149,058.00

Recommended Vendor:

Solid Border DIR-TSO-4095	\$ 82,755.00
---------------------------	--------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

October 3, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Police

Department Head: Daniel Curtis

Agenda Coordinator: Emily Woody

CAPTION

To approve the purchase of Motorola APX6000 Portable Radios for the Police Department in the amount of \$119,372 from Motorola Solutions Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (H-GAC Contract No. RA05-18) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	135,005	0	135,005
Encumbered/Expended Amount	0	0	0	0
This Item	0	-119,372	0	-119,372
Balance	0	15,633	0	15,633

FUND(S): General Fund

COMMENTS: This item approves the purchase of twenty (20) portable radios. Expenditures will be made in the Police Department based on need and within the approved budget appropriations. The total estimated amount to be spent is \$119,372.

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 government to see competitive bids for items. (Cooperative entity - H-GAC Contract Number RA05-18 City of Plano Contract number 2020-

0059-O).

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	10/10/2019	Agreement
Quote Recap	10/16/2019	Agreement

Date: October 4, 2019

To: Mark D. Israelson, City Manager

From: Daniel Curtis, Interim Chief of Police 

Subject: Motorola APX6000 Portable Radios

It is the recommendation of the Police Department to purchase twenty (20) APX6000 portable radios from Motorola Solutions, Inc. through HGAC Contract No. RA05-18 in the amount of \$119,371.60. These items are available to the City of Plano only through Motorola Solutions, Inc., who is the manufacturer and sole supplier for these products.

The portable radio equipment has features that will work with the software of the PAWM system infrastructure providing POP25 (Over Air Programming), IV&D (Integrated Voice & Data), and GPS functionality. These features work with the four cities' radio system infrastructure and are provided only through Motorola Solutions, Inc.

If this recommendation is not approved, the Police Department's capabilities to supply the same quality equipment to officers would be significantly reduced. This would negatively impact the Police Department's ability to provide a safe and effective response to public safety incidents in our community.



**SOLICITATION NO. 2020-0059-O
MOTOROLA APX6000 PORTABLE RADIOS
QUOTE RECAP**

Number of Vendors Contacted: 1

Number of Responsive Quotes Received: 1

Purchase of Twenty (20) APX6000 Portable Radios and accessories from Motorola Solutions Inc. via H-GAC Contract No. RA05-18.

\$119,371.60

Recommended Vendor:

Motorola Solutions Inc.

\$119,371.60

Emily Woody
Emily Woody
Contract Specialist

October 10, 2019
Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Police

Department Head: Daniel Curtis

Agenda Coordinator: Tonya Bester

CAPTION

To approve the purchase of Police Uniforms for a one (1) year contract with three (3) City optional renewals in the estimated annual amount of \$272,672 for the first year, and in the estimated annual amount of \$250,000 for renewal terms, from Galls, LLC through an existing contract with the City of Frisco; and authorizing the City Manager to execute all necessary documents. (City of Frisco Contract No. 1804-060) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	451,128	750,000	1,201,128
Encumbered/Expended Amount	0	-5181	0	-5181
This Item	0	-272,672	-750,000	-1,022,672
Balance	0	173,275	0	173,275

FUND(S): General Fund

COMMENTS: This item establishes an annual contract for Police uniform purchases. Expenditures will be made in the Police Department based on need within the approved budget appropriations for each year of the contract. The term of the contract is for one (1) year with three (3) optional one-year renewal periods. The estimated amount to be spent in FY 2019-20 is \$272,672. All future purchases will be made within the annually approved budget appropriations at an estimated total expenditure of \$750,000 (\$250,000 per year for FY 2020-21, FY 2021-22, and FY 2022-23), if all renewal periods are exercised.

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. (City of Frisco Contract No. 1804-060 and the City of Plano Contract No. 2019-0287-I)

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	10/15/2019	Memo

Date: October 9, 2019
To: Mark D. Israelson, City Manager
From: Daniel Curtis, Interim Chief of Police 
Subject: Police Uniform Contract

Police staff recommends the City of Plano to participate in the City of Frisco contract with Galls, LLC for the purchase of Blauer police uniforms. The Plano Police Department has utilized Blauer uniforms since 2001 and it is the current standard issue uniform brand. Previously we conducted wear tests and found Blauer offered excellent durability in a cost effective manner. Further, we have a large investment in Blauer uniforms. Changing to another brand would negate that investment as other brands would not have the same shades of color and present a mismatched appearance among old and new uniforms. The City of Frisco contract, bid number 1804-060, was awarded August 7, 2018, for a one-year period with an option of four, one-year renewals.

By participating in the City of Frisco contract, we will gain more advantageous pricing. Staff, along with City Purchasing personnel, has shopped other purchasing alternatives. They searched available contracts and compared the City of Frisco contract to the BuyBoard. The discount offered on the BuyBoard contract for Blauer items is only 15 percent. The City of Frisco contract provides a discount of 25 percent off.

Based on the proven history of the Blauer product and the advantageous pricing provided by the City of Frisco contract with Galls, LLC, staff recommends participating in the City of Frisco contract. Failure to approve will result in the Police Department paying substantially more in uniform costs.

Approximate annual expenditures for police uniforms is \$250,000. In fiscal year 2019-20, the Police Department will be purchasing external vest carriers at a cost of \$22,672, for a total of \$272,672 this year.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an increase to the current awarded contract amount of \$151,959 by \$193,090, for a total contract amount of \$345,049, for Wayfinding System Design from Corbin Design, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2016-0083-B; Modification No. 2) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,500,000	763,278	0	2,263,278
Encumbered/Expended Amount	-28,221	-4,479	0	-32,700
This Item	0	-193,090	0	-193,090
Balance	1,471,779	565,709	0	2,037,488

FUND(S): Convention & Tourism Fund

COMMENTS: Funding for this item is available in the 2019-20 Visit Plano Budget. The second modification to the Wayfinding System Design project, in the amount of \$193,090, will leave a project balance of \$2,037,488 available for future Wayfinding project expenditures.

SUMMARY OF ITEM

PROJECT BACKGROUND

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$193,090 for professional services from Corbin Design, Inc. for Modification 2 to the Wayfinding System

design project.

The original scope of the project was to discover the requirements of various stakeholders and current wayfinding conditions, to report on those findings, and to design a signage system with recommended sign locations. Modification 2 is for the creation of bid/implementation documents for the fabrication and installation of the signs.

SELECTION PROCESS

Corbin Design, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2016-0083-B.

EXPENDITURE AMOUNT

The modification amount is \$193,090 which includes services for the design and implementation of wayfinding signage and pedestrian kiosks including data collection, preparation of construction documents, bid phase services, construction phase services and TDLR review.

IMPACT

The benefit of this project is the development of documents to bid and implement the Wayfinding System of signage to be implemented at strategically selected locations for the purpose of directing motorists to areas of business or interest like Downtown and the Legacy area.

If this project is not awarded, the Wayfinding System project bid and implementation documents will not be developed and the project implementation will not go forward.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

To approve the terms and conditions of the Second 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 Property; authorizing the execution by the City Manager; and providing an effective date. **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	1,898,192	0	1,898,192
This Item	0	-29,000	0	-29,000
Balance	0	1,869,192	0	1,869,192

FUND(S): General Fund and Water & Sewer Fund

COMMENTS: This item amends an agreement between the City of Plano and the North Texas Municipal Water District (NTMWD) by reducing the size of the property being sold to NTMWD by the City of Plano and the amount of compensation the City will receive from the sale by \$29,000 to \$1,869,192.

SUMMARY OF ITEM

The attached Second Amendment to the Interlocal Agreement between the North Texas Municipal Water District (NTMWD) and the City of Plano is to reflect a reduction in the land size for the Los Rios property from 2.35 AC (Collin CAD) to the surveyed size of 2.266 AC.

Strategic Plan Goal:

Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Amendment to ILA	10/15/2019	Agreement

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF PLANO
FOR THE CONVEYANCES OF REAL PROPERTY**

This Second Amendment to the Interlocal Agreement (“Amendment”) is made and entered into by and between the NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD”), a political subdivision of the State of Texas, and the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas (“PLANO”) (the “Parties”) to amend the Interlocal Agreement entered into on April 22, 2019 and amended on September 10, 2019 (the “Agreement”), for the sale and purchase of multiple properties.

WHEREAS, NTMWD desires to purchase the Los Rios Property for two projects supporting the Regional Wastewater System and the Upper East Fork Interceptor System; and

WHEREAS, the Parties wish to amend the Agreement in order to reflect a reduction in land size of the Rowlett Creek Regional Wastewater Treatment Plant (WWTP) from 10.75 AC, as listed in Collin CAD, to 10.733 AC as determined by the surveyor; and

WHEREAS, the Parties wish to amend the Agreement in order to reflect a reduction in land size of the Plano Treated Water Delivery Point No. 1 (“Decommissioned Property”) from 2.35 AC, as listed in Collin CAD, to 2.266 AC as determined by the surveyor; and

WHEREAS, PLANO desires to purchase the Decommissioned Property for a new total of \$341,000.00, which is the difference between the appraised value of \$691,000 and the estimated \$350,000 cost for the removal of all existing tanks and other facilities within the site; and

WHEREAS, no adjustment is required to the price of the WWTP Property as a result of the change in the parcel size.

NOW THEREFORE, for and in consideration of the above premises, the Parties hereby amend the Agreement to replace the Sections titled “The WWTP Property” and the “The Decommissioned Property” and the associated Exhibits with the following. All remaining provisions of the Agreement will remain in full force and effect:

The WWTP Property

- (1) PLANO hereby agrees to sell, assign, and transfer all its right, title and interest in the Los Rios Property described in **Exhibit “A”**, attached hereto and incorporated herewith for all purposes.
- (2) NTMWD shall pay PLANO \$0.00 for the WWTP Property.
- (3) If NTMWD ceases to use the WWTP Property for wastewater treatment purposes, then the property will automatically revert to PLANO at no cost.
- (4) PLANO shall convey the WWTP Property to NTMWD by Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit “D”**.

The Decommissioned Property

(1) NTMWD hereby agrees to sell, assign, and transfer all its right, title and interest in the Decommissioned Property described in **Exhibit “B”**, attached hereto and incorporated herewith for all purposes.

(2) PLANO shall pay NTMWD \$341,000.000.00 for the Decommissioned Property.

(3) NTMWD shall convey the Decommissioned Property to PLANO by Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit “E”**.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date of the last signature below.

[signatures follow]

NORTH TEXAS MUNICIPAL WATER DISTRICT,
a Texas political subdivision

By: _____
Thomas W. Kula, Executive Director

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared THOMAS W. KULA, he acknowledged to me that he is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Mark D. Israelson, City Manager

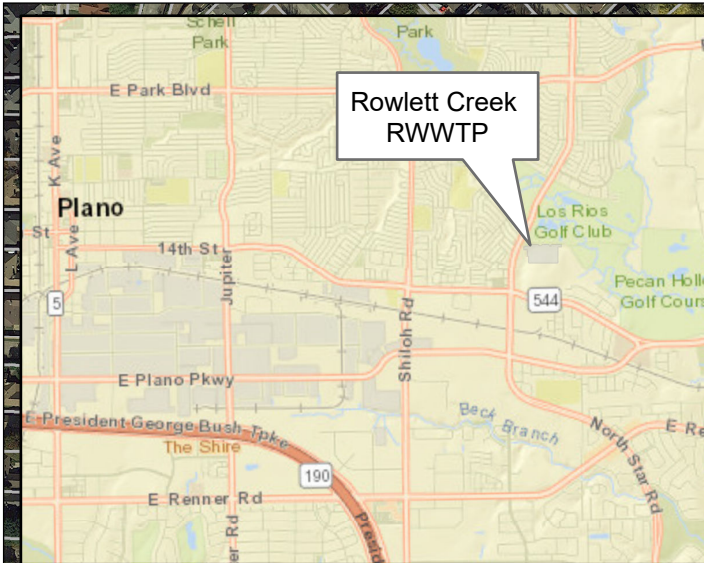
Date: _____

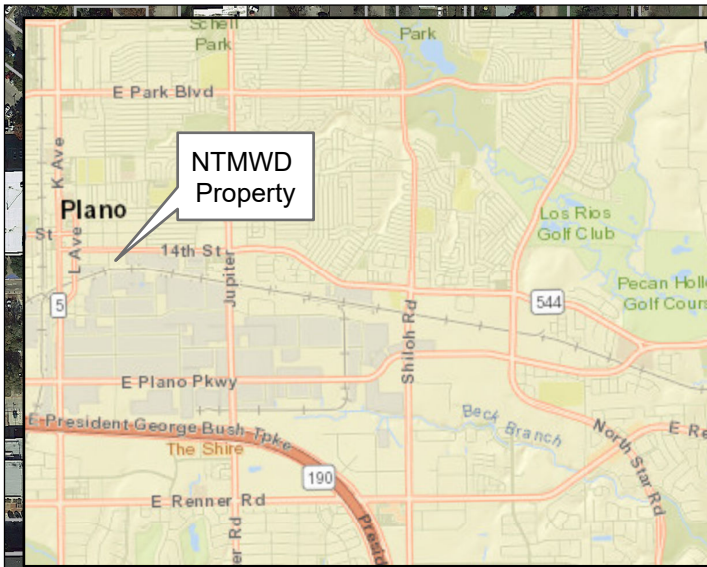
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared MARK D. ISRAELSON; he acknowledged to me that he is the duly authorized representative of and for the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas





Legend

- Decommissioned Plano
- Treated Water Delivery Point No.1



Exhibit “D”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, the obligations and duties contained in that certain Interlocal Agreement with Grantee, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 505 E. Brown Street, Wylie, Texas 75098, herein referred to as "Grantee," that certain 10.733 acre tract of land situated in the City of Plano, Collin County, Texas, and being more fully described by metes and bounds in the attached **EXHIBIT A**, herein referred to as the "Property".

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Collin County, Texas, including those matters outlined on **EXHIBIT B**.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's successors and/or assigns forever; and Grantor does hereby bind Granter, Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof under Grantor, but not otherwise.

The title and right to possession of the Property shall automatically revert to the Grantor if the Grantee ceases to use the Property for the purpose of wastewater treatment.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this date: _____, 2019.

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Mark D. Israelson, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by MARK D. ISRAELSON, CITY MANAGER of the CITY OF PLANO, a home-rule municipal corporation in the State of Texas, on behalf of said CITY OF PLANO.

Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

BEING a 3.788 acre (165,000 square foot) tract of land situated in the James Ledbetter Survey, Abstract Number 545, Collin County, Texas, being all of a called 3.788 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 889, Page 647, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron rod found at State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010), North 7,058,277.622, East 2,534,485.744 US Survey Feet, and being on the east right-of-way line of Los Rios Boulevard (a variable-width right-of-way), said point being the northwest corner of a 15.527 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 927, Page 108, D.R.C.C.T., and the southwest corner of a tract of land described as "Tract A" in Special Warranty Deed to the City of Plano, Texas, as recorded in Instrument No. 20141111001231920, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE South 88 degrees 26 minutes 24 seconds East, with the north line of said called 15.527 acre tract and with the south line of said "Tract A", a distance of 296.92 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for **THE POINT OF BEGINNING**, said point being the northeast corner of said called 15.527 acre tract;

THENCE South 88 degrees 26 minutes 24 seconds East, continuing with said south line of "Tract A", a distance of 300.00 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, said point being the northwest corner of a called 6.9 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 551, Page 340, D.R.C.C.T.;

THENCE South 01 degree 40 minutes 14 seconds West, departing said north line of "Tract A" and with the west line of said 6.9 acre tract, a distance of 550.00 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, said point being on the north line of Lot 1-1, Block A, 544 Golf Training Facility Addition, an addition to the City of Plano, Texas according to the plat recorded in Cabinet P, Page 362, O.P.R.C.C.T.;

THENCE North 88 degrees 26 minutes 24 seconds West, departing said west line of the 6.9 acre tract and with the said north line of Lot 1-1, Block A, a distance of 300.00 feet to a MAG nail set for corner, said point being in the said east line of the 15.527 acre tract, from which a 3/4-inch iron rod found for witness bears South 01 degree 55 minutes 55 seconds West, a distance of 1,048.38 feet;

THENCE North 01 degrees 40 minutes 14 seconds East, departing said north line of Lot 1-1, Block A and with said east line of the 15.527 acre tract, a distance of 550.00 feet; to the **POINT OF BEGINNING**, and

CONTAINING 165,000 square feet, or 3.788 acres of land, more or less.

NOTES

1. A survey plat of even survey date herewith accompanies this legal description.
2. Bearing system for this survey based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010). Distances shown have been modified to surface by applying a scale factor of 1.00015421 to the state plane coordinates.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the minimum standard detail requirements for a TSPS Category 1A, Condition 2 survey. The fieldwork was completed on June 12, 2019.


Colin J. Henry
Registered Professional Land Surveyor
Texas Registration No. 5320



P.O.C.
N: 7,058,277.622
E: 2,534,485.744

S 88°26'24" E
300.00'

APPARENT
INGRESS/EGRESS

CALLED 3.85 ACRES
 CITY OF PLANO
 VOL. 889, PG. 647
 D.R.C.C.T.

- 15' SANITARY SEWER EASEMENT
VOL. 668, 545
D.R.C.C.T.

20' NORTH TEXAS MUNICIPAL
WATER DISTRICT EASEMENT
VOL. 4347, PG. 2520
D.R.C.C.T.

5° N 01° 40' 14" E 550 00'

S 01°55'55" W

1048 38'

N 88°26'24"
300.00'

LOT 1-1, BLOCK A
544 GOLF TRAINING FACILITY ADDITION
CAB. P, PG. 362
O.P.R.C.C.T.

BUFFER ZONE EASEMENT TO
NORTH TEXAS
MUNICIPAL WATER DISTRICT EASEMENT
VOL. 4347, PG. 2520
D.R.C.C.T.

CALLED 0.637 ACRES
 CITY OF PLANO
 VOL. 2690, 294
 D.R.C.C.T.

LOT 1, BLOCK A
544 PARTNERS ADDITION
CAB. M, PG. 294
CM) O.P.R.C.C.T.

14TH STREET
FORMERLY KNOWN AS F.M. 544
(VARIABLE WIDTH R.O.W.)

MNS = MAG NAIL SET

Ch 7/15 6/21/19



3. THIS SURVEY PLAT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

Page 732

ARS
Engineers, Inc.

12801 N. Central Expressway Suite 1250
Dallas, Texas 75243
(214) 739-3152 Fax (214) 739-3169

Engineering Firm #F-819

Surveying Firm #101319-00

LEGAL DESCRIPTION

BEING a 6.945 acre (302,500 square foot) tract of land situated in the James Ledbetter Survey, Abstract Number 545, Collin County, Texas, being all of a called 6.9 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 551, Page 340, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron rod found at State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010), North 7,058,277.622, East 2,534,485.744 US Survey Feet, and being on the east right-of-way line of Los Rios Boulevard (a variable-width right-of-way), said point being the northwest corner of a called 15.527 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 927, Page 108, D.R.C.C.T., and the southwest corner of a tract of land described as "Tract A" in Special Warranty Deed to the City of Plano, Texas, as recorded in Instrument No. 20141111001231920, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE South 88 degrees 26 minutes 24 seconds East, with the north line of said called 15.527 acre tract and with the south line of said "Tract A", a distance of 596.92 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for **THE POINT OF BEGINNING**, said point being the northeast corner of a called 3.85 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 889, Page 647, D.R.D.C.T.;

THENCE South 88 degrees 26 minutes 24 seconds East, continuing with said south line of "Tract A", a distance of 550.00 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, said point being the easterly northwest corner of Lot 1R, Block A, 544 Golf Training Facility Addition, an addition to the City of Plano, Texas according to the plat recorded in Cabinet P, Page 362, O.P.R.C.C.T.;

THENCE South 01 degree 40 minutes 14 seconds West, departing said north line of "Tract A" and with the northerly west line of said Lot 1R, Block A, a distance of 550.00 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner;

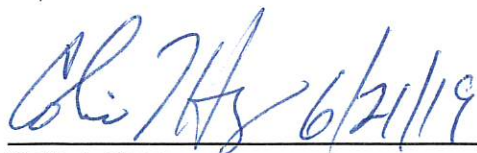
THENCE North 88 degrees 26 minutes 24 seconds West, with the westerly north line of said Lot 1R, Block A, a distance of 550.00 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, said point being the southeast corner of said 3.85 acre tract, said point also being on the north line of Lot 1-1, Block A, of said 544 Golf Training Facility Addition, from which a 3/4-inch iron rod found for witness bears South 17 degree 36 minutes 22 seconds West, a distance of 1,092.68 feet;

THENCE North 01 degree 40 minutes 14 seconds East, departing said north line of Lot 1-1, Block A and with said east line of the 3.85 acre tract, a distance of 550.00 feet to the **POINT OF BEGINNING**, and **CONTAINING** 302,500 square feet, or 6.945 acres of land, more or less.

NOTES

1. A survey plat of even survey date herewith accompanies this legal description.
2. Bearing system for this survey based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010). Distances shown have been modified to surface by applying a scale factor of 1.00015421 to the state plane coordinates.

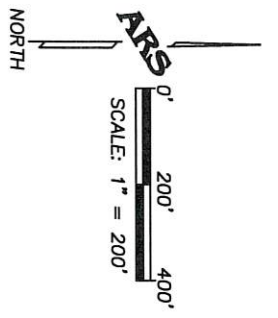
This is to certify that this map or plat and the survey on which it is based were made in accordance with the minimum standard detail requirements for a TSPS Category 1A, Condition 2 survey. The fieldwork was completed on June 12, 2019.



Colin J. Henry
Registered Professional Land Surveyor
Texas Registration No. 5320



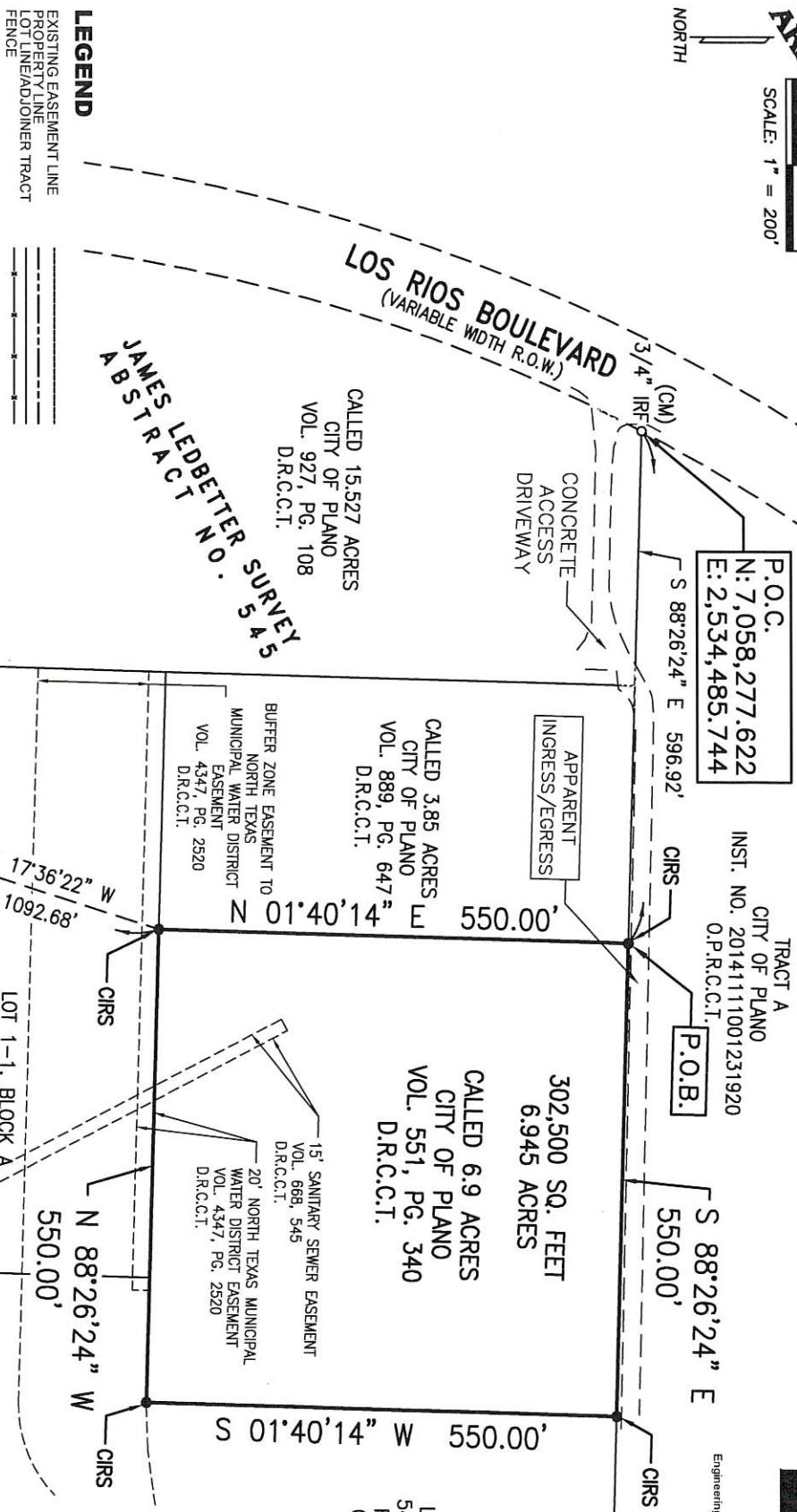
Friday, June 21, 2019
Project No. 302-19-030



6.945 ACRE TRACT
SITUATED IN THE JAMES LEDBETTER SURVEY, ABSTRACT NUMBER 545
CITY OF PLANO, COLLIN COUNTY, TEXAS



12801 N. Central Expressway Suite 1250
Dallas, Texas 75243
(214) 739-3152 Fax (214) 739-3169
Engineering Firm #419
Surveying Firm #101319-00



LEGEND
EXISTING EASEMENT LINE
PROPERTY LINE
LOT LINE/ADJOINER TRACT
FENCE

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
SQ. FT. = SQUARE FEET
CIRS = 5/8-INCH IRON ROD WITH
"ARS ENGINEERS" YELLOW CAP SET
MNS = MAG NAIL SET
= 3/4-INCH IRON ROD FOUND
= 3/8-INCH IRON ROD WITH "ARS
ENGINEERS" YELLOW CAP SET

NOTES:

1. BEARING SYSTEM FOR THIS SURVEY BASED ON STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT REALIZATION 2011 EPOCH 2010). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.00015421 TO THE STATE PLANE COORDINATES.
2. LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS SURVEY PLAT.
3. THIS SURVEY PLAT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

Project No. 302-19-030
Filename: Rowlett Creek-Boundary Exhibits - Tracts 1-3.dwg
Date: Friday, June 21, 2019 Time: 9:25 AM Plotted by: Chris Gill

COLIN J. HENRY, R.P.L.S.
TEXAS REGISTRATION NO. 5230
6/21/19



EXHIBIT B

Exceptions to Warranty of Title



*First American Title*TM

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **1002-276476-RTT**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item 1 of Schedule B is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the

Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
 - c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)
 - d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)
 - e. Easement granted by Paul G. Wyche to North Texas Municipal Water District, filed 03/15/1956, recorded in Volume 512, Page 489, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - f. Easement granted by A.M. Porter and wife, Mamie L. Porter to Texas Power & Light Company and General Telephone Company of the Southwest, filed 12/17/1948, recorded in Volume 397, Page 490, Real Property Records, Collin County, Texas, as supplemented in Volume 678, Page 669, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - g. Easement for access road to sewage plant, recorded in Volume 559, Page 1, Real Property Records, Collin County, Texas.(Affects Tract 1)
 - h. Easement granted by Paul Wyche to Dan B. Ferrell, filed 02/14/1966, recorded in Volume 668, Page 545, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - i. Easement granted by Paul Wyche to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 570, Page 362, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - j. Easement granted by A.M. Porter and Mamie Porter to Texas Power & Light Company, filed 12/31/1946, recorded in Volume 374, Page 472, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - k. Street dedication by Dedication Deed Without Warranty filed 01/16/1996, recorded in cc# 96-0004008, Real Property Records, Collin County, Texas.(Affects Tract 1)

- l. Easement granted by W.H. Hunt to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 392, Page 173, Real Property Records, Collin County, Texas. (Affects Tract 2)
- m. Easement granted by Thomas L. Brooks to Texas Power & Light Company, filed 12/28/1948, recorded in Volume 398, Page 133, Real Property Records, Collin County, Texas.(Affects Tract 2)
- n. Mineral lease together with all rights, privileges and immunities incident thereto, to Joe S. Cooper, from T.L. Brooks and wife, Apella Brooks, described in instrument filed 02/19/1952, recorded in Volume 446, Page 267, Real Property Records, Collin County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2)
- o. Easement granted by T.L. Brooks and Apella Brooks to North Texas Municipal Water District, filed 03/15/1956, recorded in Volume 512, Page 468, Real Property Records, Collin County, Texas. (Affects Tract 2)
- p. Easement granted by W.H. Hunt and Loyd B. Sands to the City of Plano, filed 11/16/1959, recorded in Volume 559, Page 1, Real Property Records, Collin County, Texas. (Affects Tract 2)
- q. Easement granted by W.H. Hunt and Loyd B. Sands to the City of Plano, filed 03/09/1961, recorded in Volume 578, Page 424, Real Property Records, Collin County, Texas. (Affects Tract 2)
- r. Easement granted by North Texas Municipal Water District to Texas Power & Light Company, filed 09/24/1987, recorded in Volume 2714, Page 193, Real Property Records, Collin County, Texas.
- s. Easement granted by the City of Plano to GTE Southwest Incorporated, filed 07/18/1994, recorded in cc# 94-0067083, Real Property Records, Collin County, Texas.
- t. Easement granted by the City of Plano to North Texas Municipal Water District, filed 04/17/2017, recorded in cc# 20170417000508550, Real Property Records, Collin County, Texas. (Affects Tract 2)
- u. Easement granted by City of Plano, a home rule municipal corporation to Oncor Electric Delivery Company LLC, a Delaware limited liability company, filed 09/10/2010, recorded in cc# 20100910000956110, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2)

Exhibit “E”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 505 E. Brown Street, Wylie, Texas 75098, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, the obligations and duties contained in that certain Interlocal Agreement with Grantee, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas, herein referred to as "Grantee," that certain 2.266 acre tract of land situated in the City of Plano, Collin County, Texas, and being more fully described by metes and bounds in the attached **EXHIBIT A**.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Collin County, Texas, including those matters outlined on **EXHIBIT B**.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's successors and/or assigns forever; and Grantor does hereby bind Granter, Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this date: _____, 2019.

NORTH TEXAS MUNICIPAL WATER DISTRICT,
a political subdivision of the State of Texas

By: _____
Thomas W. Kula, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by
THOMAS W. KULA, Executive Director of the NORTH TEXAS MUNICIPAL WATER
DISTRICT, a political subdivision of the State of Texas, on behalf of said NORTH TEXAS
MUNICIPAL WATER DISTRICT.

Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

14th STREET

TITLE COMMITMENT NOTES

The following items as listed in title commitment issued by First American Title Insurance Company under GF No. 1002-276473-RTT, with an effective date of May 19, 2019 have been reviewed in connection with this survey:

- 10e. Easement granted by T.D. McMillen to the City of Plano, filed 03/09/1961, recorded in Volume 578, Page 400, Real Property Records, Collin County, Texas. **DOES NOT AFFECT THE SUBJECT PROPERTY**
- 10f. Easement granted by North Texas Municipal Water District to the City of Plano, filed 01/25/1974, recorded in Volume 899, Page 716, Real Property Records, Collin County, Texas. **SHOWN ON SURVEY**
- 10g. Terms, provisions, conditions, easements, and obligations, contained in Permanent Easement Agreement, by and between North Texas Municipal Water District, and the City of Plano, filed 04/14/2009, recorded in cc# 20090414000434650, Real Property Records, Collin County, Texas. **SHOWN ON SURVEY**
- 10h. Rights, if any, of third parties with respect to utilities in place within abandoned roadway (Lan Street). Notice of Certification filed 03/20/2009, recorded in cc# 20090320000320980, Real Property Records, Collin County, Texas. Correction filed 09/23/2013, recorded in cc# 20130923001330110, Real Property Records, Collin County, Texas. **SHOWN ON SURVEY**

BEING a tract of land situated in the Sanford Beck Survey, Abstract No. 73, in the City of Plano, Collin County, Texas, and being all of Lot's 5,6,7 and 8, Block C of Oglesby Place Revised, First Addition, an addition to the City of Plano, Texas, according to the map thereof recorded in Volume 1, Page 21, in the Map Records of Collin County, Texas (MRCCCT) and, being that portion of Lan Street (13th Street) abandoned by City of Plano Ordinance passed and adopted on February 14, 1955, with Notice of Certification filed on March 20, 2009 as recorded under Clerk's File No. 20090320000320980 in the Real Property Records of Collin County, Texas (RPRCCT), and by Correction filed on March 23, 2013 as recorded under Clerk's File No. 20130923001330110 RPRCCT, and being more particularly described as follows:

BEGINNING at a cut "x" found in concrete at the northwest corner of Lot 8 in said Block C, at the intersection of the east line of Avenue N (variable width right-of-way), with the south line of a 15 foot wide alley abandoned by City of Plano Ordinance 97-1-4;

THENCE South 89 Degrees 43 Minutes 49 Seconds East, departing the east line of said Avenue N, along the south line of said alley abandonment, 400.29 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' at the northeast corner of Lot 5 in said Block C, and lying in the west line of Avenue O as abandoned by City of Plano Ordinance 97-1-4, and being the west line of Lot 4R, Block B of Oglesby Place Revised, First Addition To Plano, an addition to the City of Plano, Texas, according to the map thereof recorded in Volume 2013, Page 378 in the Map Records of Collin County, Texas;

THENCE South 00 Degrees 06 Minutes 39 Seconds West, along the east line of Lot 5 in said Block C and west line of said Lot 4R, at 198.94 feet passing a 5/8-inch iron rod found with plastic cap stamped 'RPLS 5587' at the southwest corner of said Lot 4R, in all a distance of 213.03 feet to a 5/8-inch iron rod set with plastic cap stamped 'Sparr Surveys' in the north line of a 100 foot wide Dallas Area Rapid Transit (D.A.R.T.) right-of-way as described by deed recorded in Volume 3424, Page 126 in the Deed Records of Collin County, Texas, and lying in a non-tangent circular curve to the left having a radius of 1959.86 feet;

THENCE southwesterly, along the north line of said D.A.R.T. right-of-way and along said curve to the left, through a central angle of 12 Degrees 04 Minutes 34 Seconds an arc distance of 413.08 feet and having a chord which bears South 79 Degrees 06 Minutes 49 Seconds West, 412.31 feet to a magnetic nail set with flasher stamped 'Sparr Surveys' in the east line of said Avenue N;

THENCE North 00 Degrees 58 Minutes 54 Seconds East, along the east line of said Avenue N, 292.83 feet to the **POINT OF BEGINNING** and containing 2.266 acres of land.

To: North Texas Municipal Water District, The City of Plano and, First American Title Insurance Company, exclusively;

I, Brad Sparr, a Registered Professional Land Surveyor for Sparr Surveys, do hereby certify that this survey was made on the ground and, this drawing correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Brad Sparr
Registered Professional
Land Surveyor No. 3701



Sparr Surveys
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

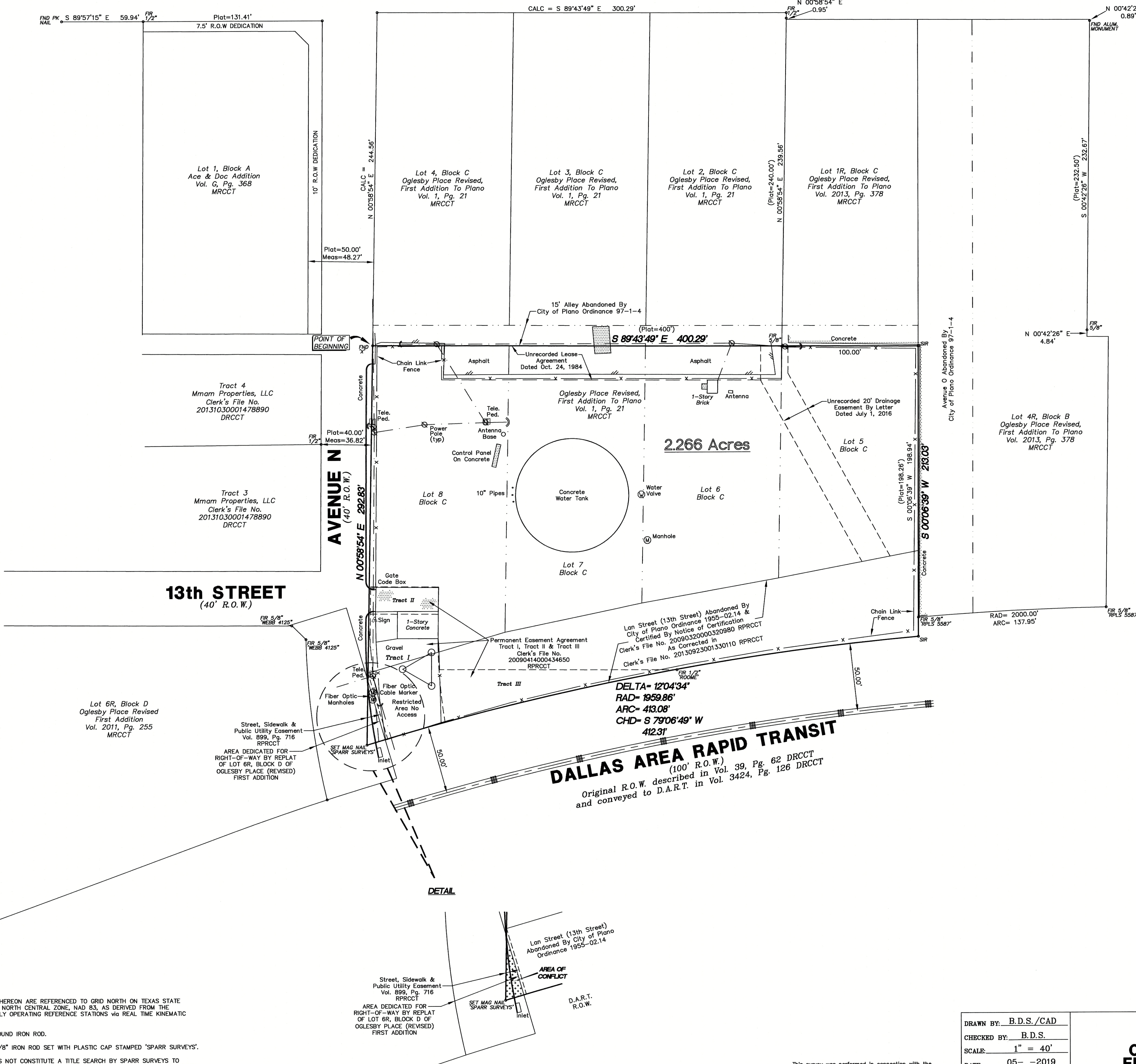
TBPLS FIRM No. 10059300

Copyright © 2019 Sparr Surveys. All rights reserved.

MUNICIPAL DRIVE

NOTES:

- 1) BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83, AS DERIVED FROM THE ALLTERRA CONTINUALLY OPERATING REFERENCE STATIONS via REAL TIME KINEMATIC METHODS.
- 2) FIR DENOTES A FOUND IRON ROD.
- 3) SIR DENOTES A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED 'SPARR SURVEYS'.
- 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SPARR SURVEYS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION PERTAINING TO EASEMENTS, RIGHTS-OF-WAY AND RECORD TITLE, SPARR SURVEYS HAS RELIED UPON TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER OF No. 1002-276473-RTT, WITH AN EFFECTIVE DATE OF MAY 19, 2019.



This survey was performed in connection with the transaction described in GF No. 1002-276473-RTT, FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS SURVEY IS INVALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND EMBOSSED SEAL. THE CERTIFICATION ATTACHED HERETO DOES NOT APPLY TO ANY COPIES.

DRAWN BY: B.D.S./CAD
CHECKED BY: B.D.S.
SCALE: 1" = 40'
DATE: 05--2019
JOB NO. 17787

SURVEY
LOT 5,6,7,8 - BLOCK C
**OGLESBY PLACE REVISED
FIRST ADDITION TO PLANO**
SANFORD BECK SURVEY, ABSTRACT No. 73
CITY OF PLANO
COLLIN COUNTY, TEXAS

EXHIBIT B

Exceptions to Warranty of Title



*First American Title*TM

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **1002-276476-RTT**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item 1 of Schedule B is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the

Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
 - c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)
 - d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)
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 - f. Easement granted by A.M. Porter and wife, Mamie L. Porter to Texas Power & Light Company and General Telephone Company of the Southwest, filed 12/17/1948, recorded in Volume 397, Page 490, Real Property Records, Collin County, Texas, as supplemented in Volume 678, Page 669, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - g. Easement for access road to sewage plant, recorded in Volume 559, Page 1, Real Property Records, Collin County, Texas.(Affects Tract 1)
 - h. Easement granted by Paul Wyche to Dan B. Ferrell, filed 02/14/1966, recorded in Volume 668, Page 545, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - i. Easement granted by Paul Wyche to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 570, Page 362, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - j. Easement granted by A.M. Porter and Mamie Porter to Texas Power & Light Company, filed 12/31/1946, recorded in Volume 374, Page 472, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - k. Street dedication by Dedication Deed Without Warranty filed 01/16/1996, recorded in cc# 96-0004008, Real Property Records, Collin County, Texas.(Affects Tract 1)

- l. Easement granted by W.H. Hunt to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 392, Page 173, Real Property Records, Collin County, Texas. (Affects Tract 2)
- m. Easement granted by Thomas L. Brooks to Texas Power & Light Company, filed 12/28/1948, recorded in Volume 398, Page 133, Real Property Records, Collin County, Texas.(Affects Tract 2)
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- q. Easement granted by W.H. Hunt and Loyd B. Sands to the City of Plano, filed 03/09/1961, recorded in Volume 578, Page 424, Real Property Records, Collin County, Texas. (Affects Tract 2)
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- s. Easement granted by the City of Plano to GTE Southwest Incorporated, filed 07/18/1994, recorded in cc# 94-0067083, Real Property Records, Collin County, Texas.
- t. Easement granted by the City of Plano to North Texas Municipal Water District, filed 04/17/2017, recorded in cc# 20170417000508550, Real Property Records, Collin County, Texas. (Affects Tract 2)
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CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an increase to the current awarded contract amount of \$49,000 by \$15,200, for a total contract amount of \$64,200, for Plano Event Center Kitchen Remodel, Project No. 7135, from SmithGroup, Inc.; and authorizing the City Manager to execute all necessary documents. (Modification No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	38,000	1,065,804	875,000	1,978,804
Encumbered/Expended Amount	-38,000	-139,524	0	-177,524
This Item	0	-15,200	0	-15,200
Balance	0	911,080	875,000	1,786,080

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2019-20 Capital Maintenance Fund Budget. The first modification to the existing design contract for the Plano Event Center Kitchen Remodel, in the amount of \$15,200, will leave a balance of \$911,080 for Plano Event Center Enhancements in the 2019-20 fiscal year.

SUMMARY OF ITEM

SmithGroup, Inc. was contracted to design renovations to the Plano Event Center Kitchen and back areas. During design, the consultant and staff determined that in order to accommodate the changes and expansion of the kitchen, additional spaces needed to be reconfigured to optimize the space use, moving

the beverage service pantry to a new space and renovating the pantry as an office for the displaced staff. SmithGroup will include those changes in the design for the overall kitchen renovation. This item is necessary to reduce efficiency impacts from current and future operations.

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Leong x7251

CAPTION

To approve an increase to the current awarded contract amount of \$1,242,016 by \$101,001, for a total contract amount of \$1,343,017, for Coit Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157, from Jim Bowman Construction Company, L.P. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (2015-215-B; Change Order No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	696,367	950,500	0	1,646,867
Encumbered/Expended Amount	-696,367	-772,830	0	-1,469,197
This Item	0	-101,001	0	-101,001
Balance	0	76,669	0	76,669

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2019-20 Street Improvements CIP. The second change order to the construction contract for the Coit Road at 15th Street and Custer Road at Plano Parkway project, in the amount of \$101,001, will leave a project balance of \$76,669 available for future expenditures on this or other street improvement projects.

SUMMARY OF ITEM

The Engineering Department recommends approval of Change Order No. 2 for the increase in the construction contract with Jim Bowman Construction Company, L.P., in the amount of \$101,001, for Coit

Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157.

Change Order No. 2

Due to extensive utility conflicts, the construction of this project has been delayed approximately two (2) years. Contractor has provided updated unit prices to reflect current construction costs. Proposed median paving has been deleted and replaced with removal and replacement of median pavers at all four (4) legs of the intersection. Items have been added for additional barrier free ramps and one (1) pedestrian traffic signal.

If this change order is not approved, capacity at this intersection will continue to decrease, resulting in further congestion and a reduction in the quality of life for residents and motorists.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve a decrease to the current awarded contract amount of \$6,043,026 by \$108,775, for a total contract amount of \$5,934,251, for Enfield Park Athletic Maintenance Facility, Project No. 6416, from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents. (RFQ No. 2016-0407-B; Change Order No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	5,359,295	63,955	0	5,423,250
Encumbered/Expended Amount	-5,359,295	-52,749	0	-5,412,044
This Item	0	108,775	0	108,775
Balance	0	119,981	0	119,981

FUND(S): Park Improvements CIP

COMMENTS: This item reduces the existing construction contract for the Enfield Park Athletic Maintenance Facility by \$108,775, which will increase the project balance available for future Park Improvement CIP projects to \$119,981.

SUMMARY OF ITEM

This deductive change order recovers savings on the project due to early completion requiring less general conditions and general requirements, buy-out savings from subcontracts and return of unused contingency.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an increase to the current awarded contract amount of \$3,160,981 by \$118,378, for a total contract amount of \$3,279,359, for Park Forest North and Russell Creek Water Rehabilitation, Project No. 6842, from KIK Underground, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0409-B; Change Order No. 4) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,823,051	213,949	0	2,037,000
Encumbered/Expended Amount	-1,823,051	-26,498	0	-1,849,549
This Item	0	-118,378	0	-118,378
Balance	0	69,073	0	69,073

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2019-20 Street Improvements CIP. The fourth change order to the existing construction contract for the Park Forest North & Russell Creek Water Rehab project, in the amount of \$118,378, will leave a project balance of \$69,073 available for future expenditures on this or other Street Improvement projects.

SUMMARY OF ITEM

The Engineering Department recommends approval of Change Order No. 4 for the increase in the

construction contract with KIK Underground, LLC, in the amount of \$118,378, for Park Forest North and Russell Creek Water Rehabilitation.

Change Order No. 4 includes the removal of existing concrete pavement, driveway and alley entrances. It also includes 6" reinforced concrete alley & driveway pavement, 6" reinforced concrete street pavement, 8" reinforced concrete street pavement, longitudinal butt joint, remove & reconstruct existing 10' inlet top, and one blow off valve with meter box and lid. This change order was necessary to replace failing infrastructure that was identified during project construction. The original project also included replacing a waterline crossing under a bridge. However, this portion of the project was removed and therefore these items have been deducted from the total contract amount.

If this change order is not approved, it would result in continued deterioration of existing drainage and roadway infrastructure ultimately leading to failure, continued maintenance and associated costs, and decreased quality of life for residents.

Strategic Plan Goal:

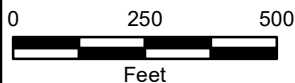
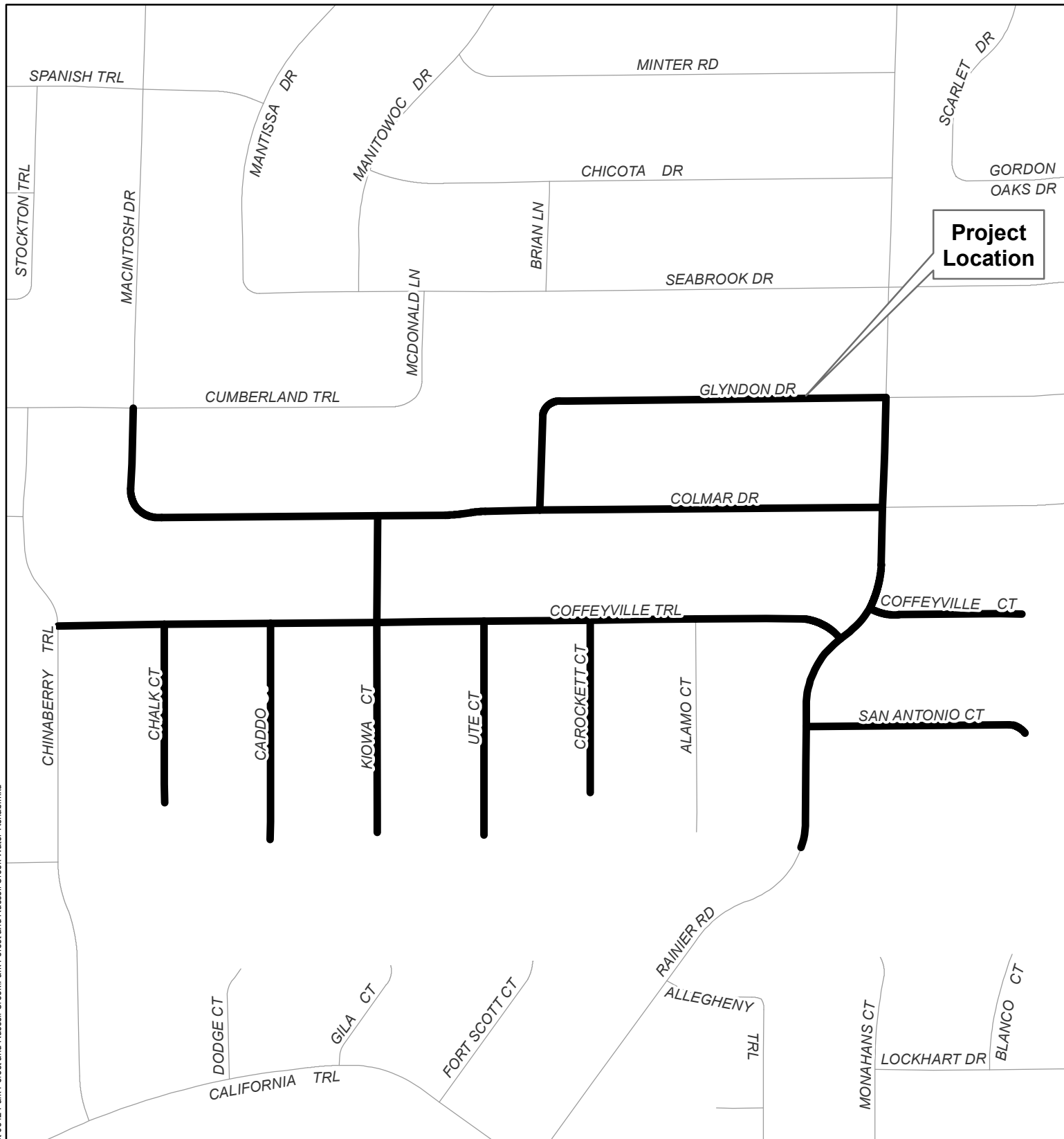
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

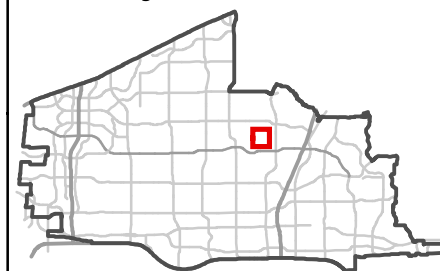
Description	Upload Date	Type
Location Map	10/10/2019	Map



Park Forest North and Russell Creek Water Rehab

Project No. 6842

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve a revised expenditure of \$3,283,533 to JBP Properties I, LLC for the purchase of a trail easement and trail improvements along White Rock Creek south of Legacy Drive, including a permanent easement, concrete trail, pedestrian bridge, drainage improvements, trail underpass under Legacy Drive and trail connection to Legacy Drive; for the original purchase price of \$2,887,925, plus the proposed additional purchase price of \$395,608, for the total revised purchase price of \$3,283,533; and authorizing the City Manager to execute all necessary documents to complete the purchase. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,538,045	4,556,157	0	6,094,202
Encumbered/Expended Amount	-1,538,045	-354,964	0	-1,893,009
This Item	0	-395,608	0	-395,608
Balance	0	3,805,585	0	3,805,585

FUND(S): Park Improvements CIP

COMMENTS: Funding for this item is available in the 2019-20 Park Improvements CIP. This amendment to the Easement and Trail Improvements Purchase Agreement, in the amount of \$395,608, will leave a balance of \$3,805,585 available for future expenditures related to Plano's recreational trail system.

SUMMARY OF ITEM

See recommendation memo.

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, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/9/2019	Memo
Location Map	10/8/2019	Map

Date: October 7, 2019

To: Jack Carr, Deputy City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Amendment to Easement and Trail Purchase Agreement – Crossmark, Inc. Site

On October 9, 2017, City Council approved an expenditure of \$2,887,925 for the purchase of an Easement and Trail Improvements from JBP Properties. The easement is located on the west side of White Rock Creek, south of Legacy Drive, adjacent to a large office building occupied by Crossmark, Inc.

This section of easement and trail provides a major connection between the existing trail on Children's Medical Center property to the north and existing trail on DXC Technology property to the south. The improvements include a trail underpass under Legacy Drive, drainage structures to accommodate the trail, a sidewalk connection up to Legacy Drive and a pedestrian bridge crossing over a large drainage way to facilitate a connection to the existing trail on DXC Technology property.

A North Texas Municipal Water District sanitary sewer force main has been identified that had not previously been documented on the DXC property. The proposed pedestrian bridge needs to be modified and relocated to avoid conflicting with the force main. This change makes it necessary to modify the location of the trail easement on the JBP property and the adjacent DXC property. It was also identified that the sidewalk connection from the trail up to Legacy Drive was connecting to an outdated ADA ramp and to sidewalk that was in need of replacement. The ramp and sidewalk should also be replaced. Finally, an additional 35 feet of cast-in-place box culvert was necessary to insure proper drainage to accommodate the trail. This agenda item is for approval to increase the expenditure for the Easement and Trail Improvements to reflect the new property description and the modified trail, sidewalk and drainage improvements. The total cost of these changes is \$395,608.

The original purchase price for the easement and trail improvements was \$2,887,925. The revised purchase price of the Easement and Trail Improvements is \$3,283,533.



0 500 1,000
Feet



Location Map

Crossmark Trail Easment

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an expenditure for Professional Consultant Services for Sidewalk Improvements - Plano Parkway from Independence Parkway to Alma Drive, Project No. 6901, in the amount of \$51,000 from Prime Time Group, Inc. dba PTG, Inc. for the Engineering Department; 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	267,666	3,756,643	0	4,024,309
Encumbered/Expended Amount	-267,666	-185,289	0	-452,955
This Item	0	-51,000	0	-51,000
Balance	0	3,520,354	0	3,520,354

FUND(S): Street Improvements CIP

COMMENTS:

Funding for this item is available in the 2019-20 Street Improvements CIP. Easement acquisition services for the Sidewalk Improvements Plano Parkway - Independence Parkway to Alma Drive project, in the amount of \$51,000, will leave a project balance of \$3,520,354 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$51,000 for consultant services from Prime Time Group, Inc. dba PTG, Inc., for the Sidewalk Improvements - Plano Parkway from Independence Parkway to Alma Drive. This project includes services required to acquire 14

permanent sidewalk easements and 16 temporary construction easements to allow for the construction of a 10' wide trail and 4' wide sidewalk along Plano Parkway between Independence Parkway and Alma Drive. Services include project administration, negotiations and easement closing services. The total expenditure is for \$51,000.

The benefit of this project includes acquiring access for the construction of the sidewalk and trail improvements along Plano Parkway, providing continuous access along the corridor.

Not approving the expenditure would result in continued discontinuity of the pedestrian access along Plano Parkway, increasing safety risks for pedestrians and reducing the quality of life for residents and businesses in this area of Plano.

Strategic Plan Goal:

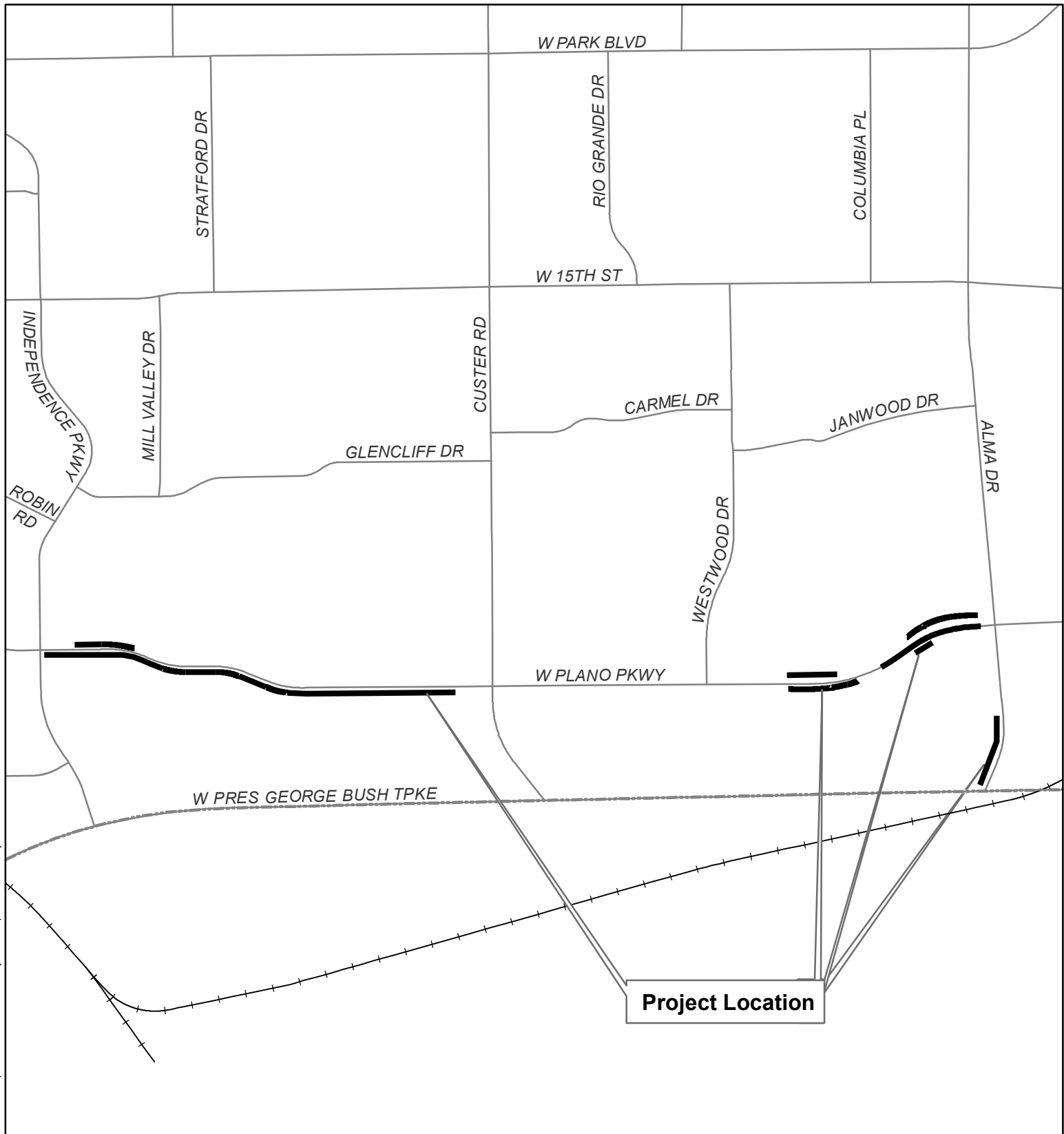
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location map	10/9/2019	Map



0 500 1,000
Feet



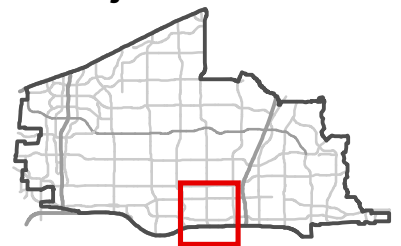
City of Plano GIS Division
September 2019

Sidewalk Improvements - Plano Parkway from Independence Parkway to Alma Drive

Project No. 6901

Page 103

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: PSC

Department Head: Susan Carr

Agenda Coordinator: Pam Philley

CAPTION

To approve an Interlocal Agreement for Back-Up 9-1-1 Service and Communications Support that is made and entered into as of the effective date by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc. (NTECC); authorizing its execution by the City Manager; and providing an effective date. **Approved**

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 Interlocal Agreement is to provide and receive back-up 9-1-1 service and communications support by and between the City of Plano and the North Texas Emergency Communications Center, Inc. (NTECC).

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/10/2019	Memo
NTECC Interlocal Agreement	10/9/2019	Agreement

Date: October 9, 2019

To: Greg Rushin, Deputy City Manager Public Safety Services

From: Susan Carr, Public Safety Communications Director 

Subject: Recommendation of Interlocal Agreement with North Texas Emergency Communications Center (NTECC)

The North Texas Emergency Communications Center provides 9-1-1 and dispatching services for the cities of Carrollton, Coppell, Addison, and Farmers Branch. NTECC is currently a member of the Denco area 9-1-1 district. Effective October 30, 2019, NTECC will leave the Denco area 9-1-1 district and administer their 9-1-1 program.

NTECC contacted the City Of Plano Public Safety Communications department during their network planning. NTECC requested Plano Public Safety Communications to provide failover services during instances when they would have to activate their back-up center and are commuting from their primary site to their backup site (approx. 10 minutes).

Their call volume was reviewed, and is approximately 25% less than our average call volume. Radio traffic is not a part of failover at this time.

It is the recommendation of Public Safety Communications that we provide a reciprocal interlocal agreement including back-up 9-1-1 services and the ability to operate out of each other's centers if there is an emergent need as outlined in the interlocal agreement.

If we do not approve this interlocal agreement, NTECC will need to find another provider of backup services at this time. In the future, when Plano migrates to an internet protocol network, PSC would have to identify and negotiate an interlocal agreement for failover services for incoming calls from the western portion of the City with another agency.

**INTERLOCAL AGREEMENT FOR BACK-UP
9-1-1 SERVICE AND COMMUNICATIONS SUPPORT**

This **Interlocal Agreement** for Back-Up 9-1-1 Service and Communications Support ("Agreement") is made and entered into as of the Effective Date by and between the City of Plano ("Plano"), a Texas home rule municipality, and the North Texas Emergency Communications Center, Inc. ("NTECC"), a Texas non-profit local government corporation, hereinafter collectively referred to as "Parties" or separately as "Party."

W I T N E S S E T H:

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, each Party desires to receive back-up or supplementary 9-1-1 service and emergency communications support from the other Party should a Party experience a primary system failure via re-routing or other cause beyond the control of the Party experiencing such failure; and

WHEREAS, each Party may elect to physically operate its 9-1-1 communications functions with its own employees at the other Party's 9-1-1 call center for a temporary period of time, to be agreed upon by the Parties, should either Party experience a primary system failure, facility concern, or revocation that would prevent either Party from performing 9-1-1 center functions, to be provided through a reciprocal agreement between the Parties; and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act; and

WHEREAS, the governing bodies of the Parties find that the project or undertaking contemplated by this Agreement is necessary for the benefit of the public and that each Party has legal authority to provide the governmental function which is the subject matter of this Agreement; and

WHEREAS, the governing bodies of the Parties further find that the performance of this Agreement is in the common interest of both Parties; and furthers the health, safety, and welfare of their respective citizens; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the Parties agree as follows:

Section 1 - TERMS AND DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meaning unless the context indicates otherwise:

(a) "Area," when referring to NTECC, regardless of whether NTECC is the Receiving Entity or the Providing Entity, means the corporate limits of the Town of Addison and the Cities of Carrollton, Coppell, and Farmers Branch.

(b) "Area," when referring to Plano, regardless of whether Plano is the Receiving Entity or the Providing Entity, means the corporate limits of the City of Plano.

(c) "Force Majeure Event" means, without limitation, acts of God, war, acts of civil disobedience, overload of the telephone system, labor disputes affecting communications or emergency services, political disturbances, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, floods or severe rain storms, prolonged below freezing temperatures, or tornadoes), earthquakes, labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities, breakage of machinery or equipment, and other events that are generally accepted as Force Majeure Events in the operation of governmental entities.

(d) "Loss of Communications " means loss of 9-1-1 service by the Receiving Entity from causes other than a Force Majeure Event or Trouble on the Telephone System.

(e) "NTECC Cities" means the Town of Addison and Cities of Carrollton, Coppell, and Farmers Branch, Texas, all Texas home rule municipalities.

(f) "Providing Entity" means the Party that is answering a transferred 911 emergency call from the Receiving Entity and may, under this Agreement, be either Party. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for the NTECC will be provided by NTECC.

(g) "PSAP" and "Public Safety Answering Point" means an entity operating under common management which receives 9-1-1 calls from a defined geographic area and processes those calls according to a specific operational policy.

(h) "Receiving Entity" means the Party whose 9-1-1 emergency calls are being transferred for answering to the Providing Entity and may, under this Agreement, be either the Party. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for NTECC will be provided by NTECC.

(i) "Trouble on the Telephone System" means loss of telephone communications by the 9-1-1 system for any reason which affects either (1) both Parties or (2) the Providing Entity only.

Section 2 - PURPOSE

The purpose of this Agreement is to support the ability of the Receiving Entity to respond to 9-1-1 emergency calls made within its Area; to increase the protection afforded to its citizens by the 9-1-1 emergency system; to allow either Party's employees to physically operate out of the other Party's 9-1-1 call center in the event of systems failure; and, to sustain confidence in the 9-1-1 system. The Parties acknowledge that this Agreement is supported by valuable consideration in the form of the exchange of commitments to provide backup 9-1-1 services, the receipt and sufficiency of which is hereby acknowledged. This Agreement relates only to the receipt of 9-1-1 calls by the Providing Entity and the transmittal of those calls and attendant information back to the Receiving Entity. Both Parties agree and acknowledge that neither Party, when acting in its capacity as the Providing Entity, is obligated to or will provide emergency response services to the Receiving Entity or, in the

case of NTECC being the Receiving Entity, the corporate limits of the NTECC Cities, under the terms of this Agreement. Any such emergency response services shall be provided, if at all, under separate agreement.

Section 3 - LIMITATIONS ON APPLICABILITY OF AGREEMENT

Realizing that during a Force Majeure Event or Trouble on the Telephone System that both Parties are may have problems with their respective 9-1-1 emergency calls and problems making responses thereto, the Parties acknowledge that this Agreement does not cover situations and calls arising or made under a Force Majeure Event or because of Trouble on the Telephone System that effect both Parties' ability to operate their primary and backup PSAP. The Parties further understand that the Providing Entity is not required to purchase or maintain additional equipment or personnel in order to provide 9-1-1 emergency service to calls transferred to it by the Receiving Entity, so that any assistance agreed to be provided by the Providing Entity will be limited to that of its personnel and equipment available at the particular point of time of receipt of the transferred 9-1-1 emergency call or calls.

In the event of system failure not stemming from the instances above and with the agreement of both Parties, a Receiving Entity's employees may physically operate out of a Providing Entity's 9-1-1 primary or back-up call center, if space allows.

Section 4 - RESPONSIBILITIES OF THE RECEIVING AND PROVIDING ENTITY

If the Receiving Entity determines that it has sustained a Loss of Communications:

(a) The Receiving Entity shall notify the Providing Entity of such loss and communicate the emergency telephone numbers and/or radio talk group identifiers to be used in relaying information from the Providing Entity back to the Receiving Entity. Re-routing of 9-1-1 calls to the Providing Entity shall not occur until the Providing Entity has received notice of the request to re-route 9-1-1 calls to the Providing Entity and the Providing Entity has acknowledged the ability to receive and re-route such calls;

(b) The Receiving Entity shall take action to re-route its 9-1-1 calls to the PSAP of the Providing Entity, preferably by a manual switch or, if necessary, through notification to the telephone company for a programming (translation) switch;

(c) The Providing Entity agrees to answer the Receiving Entity's 9-1-1 calls and to transmit pertinent information to the Receiving Entity to enable the Receiving Entity to dispatch its service units to respond to the calls or requests;

(d) The Receiving Entity shall notify the Providing Entity at the time that 911 emergency telephone services are restored either at the Receiving Entity's primary or back-up PSAP;

(e) Upon restoration of 9-1-1 emergency telephone service at the Receiving Entity's primary or backup PSAP, the Receiving Entity shall manually switch or notify the telephone company to re-route the incoming 9-1-1 calls back to the Receiving Entity;

(f) After the Receiving Entity has notified the Providing Entity of the restoration of 9-1-1 emergency services, the Providing Entity shall then verify the switching of re-routed calls back to the Receiving Entity, to confirm a return to normal (pre-re-routing) operations;

(g) If the Receiving Entity sustains a Loss of Communications due to a planned event such as system maintenance, upgrade or other pre-planned event, the Receiving Entity shall provide the necessary labor to answer and dispatch from the Providing Entity's PSAP;

(h) If agreed upon by both Parties, the Providing Entity may provide Receiving Entity with dedicated physical space from which to physically operate the Receiving Entity's 9-1-1 call center with Receiving Entity's own employees for a predetermined temporary period of time. The Receiving Entity is responsible for transporting its own radios, corresponding talk groups, and necessary equipment that shall be compatible within the other Party.

Section 5 - LIMITATION OF LIABILITY; NO THIRD-PARTY BENEFICIARIES

(a) The Providing Entity shall not be liable in any manner for failure to transfer 911 calls if the Providing Entity experiences a Loss of Communications, Trouble on the Telephone System, or a Force Majeure Event concurrently with or in proximity to the time that the Receiving Entity experiences a Loss of Communications; provided, however, the Providing Entity shall give reasonably prompt notice of such Loss of Communications, Trouble on the Telephone System, or Force Majeure Event to the Receiving Entity. In the event either Plano or NTECC fails to comply with or otherwise breaches this Agreement, the other entity, as its sole and exclusive remedy, may either immediately terminate this Agreement in writing to be addressed as stated in Section 8, *infra*. There are no third-party beneficiaries to this Agreement, and no third-party beneficiaries are intended by implication or otherwise.

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

(c) In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any entity individually under Texas law. Plano shall be responsible for its sole negligence. NTECC shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(d) It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each

Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

(e) Each Party shall, during the term of this Agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

- (i) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (ii) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (iii) workers' compensation insurance at statutory limits; and
- (iv) employer's liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease.

(f) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

(g) All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.

(h) A certificate of insurance evidencing the insurance coverage required by this Section 5 shall be submitted by each Party as prescribed in Section 9 of this Agreement upon execution of this Agreement.

(i) Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in this Agreement.

Section 6 - TESTING

A Party desiring to conduct a live test of the re-route procedures in this Agreement shall obtain the other Party's approval for such a test not later than 72 hours prior to the intended live test.

Section 7 - NO WAIVER OF IMMUNITY

Neither entity, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

Section 8 - TERM, TERMINATION

This Agreement shall be in effect for a term of one year from and after the Effective Date and shall automatically renew for successive one-year terms upon the anniversary of the Effective Date. Either Party may terminate this Agreement, at will and with or without cause, by giving written notice of termination to the other Party not less than thirty (30) days prior to the date of termination.

Section 9 - NOTICES

Any notice required or desired to be given from one Party to the other Party shall be in writing and shall be given and be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such Party by courier receipted delivery. Either Party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for notice.

It to Plano:

Plano Public Safety Communications
Attn: Susan Carr
P.O. Box 860358
Plano, TX 75086-0358

If to NTECC:

North Texas Emergency Communications Center
Attn: Terry Goswick
1649 W. Frankford Rd #150
Carrollton, Tx 75007

With copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Section 10 - ASSIGNMENT

Neither Party shall have the right to assign that Party's interest in this Agreement without the prior written consent of the other Party.

Section 11 - SEVERABILITY

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12 - WAIVER

Either Party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving Party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13 - GOVERNING LAW; VENUE

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas, Denton, and Collin Counties, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.

Section 14 - PARAGRAPH HEADINGS; CONSTRUCTION

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either Party.

Section 15 - BINDING EFFECT

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 16 - GENDER

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17 - COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18 - ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both Parties.

Section 19 - RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership, joint venture, joint enterprise or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except as otherwise authorized in writing by the other.

Section 20 - EFFECTIVE DATE

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Section 21. – CURRENT FUNDS

The Parties represent that any obligations of a Party requiring the expenditure of funds by that Party shall be paid for from currently funds available to such Party for such purposes.

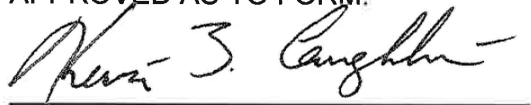
Signatures on the following page

SIGNED AND AGREED this 30th day, of August, 2019.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

By: 
Terry Goswick, Executive Director

APPROVED AS TO FORM:


Kevin B. Laughlin, General Counsel

SIGNED AND AGREED this ____ day, of _____, 2019.

CITY OF PLANO, TEXAS

By: _____
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Purchasing

Department Head: Diane Palmer-Boeck

Agenda Coordinator: Kellie Pendleton

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for the North Texas SHARE program for the Procurement and Project Management Department; and authorizing the City Manager to execute all necessary documents. **Approved**

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 fiscal impact.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/21/2019	Memo
Interlocal Agreement	10/15/2019	Agreement

Date: October 14, 2019

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

From: Kellie Pendleton, Purchasing Manager

Subject: Recommendation for NCTCOG North Texas Share Interlocal

It is recommended to enter into an interlocal agreement with the North Central Texas Council of Governments (NCTCOG) for their North Texas Share program. This program offers a marketplace of cooperative contracts for public sector entities. Their available contracts meet competitive bidding requirements. By approving this interlocal this adds more opportunities to shop cooperative contracts in areas such as: temporary staffing, fleet purchases, public safety purchases, etc.

Approving the execution of this interlocal with NCTCOG has no immediate financial impact. Subsequent purchases may be made pursuant to this agreement but will be approved separately as deemed in the best interest of the City.

Should this not be approved, we will continue to use the cooperative contracts we have established as available for use. However, we may miss out on opportunities to streamline the procurement process and may lose additional sourcing options that this agreement may provide.

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and **the City of Plano**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 1520 K Avenue, Plano, TX 75074.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on October 28, 2019, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
 North Texas SHARE
 616 Six Flags Drive, Arlington, Texas 76011

City of Plano
 Name of Participant Agency

NCTCOG Executive Director or Designee

1520 K Avenue
 Mailing Address

Signature of Executive Director or Designee

<u>Plano</u>	<u>TX</u>	<u>75074</u>
City	State	Zip

Date

Mark D. Israelson, City Manager
 Name and Title of Authorized Official or Designee

Signature

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: April Castor

CAPTION

Public Hearing and adoption of Ordinance No. 2019-10-12 as requested in Zoning Case 2019-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 51 for Trade School on 0.1 acre of land located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Kong's Investment Company, Inc. **Conducted and 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

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-016 Follow-up	10/16/2019	P/Z Follow-up Memo
ZC 2019-016 Write-up	10/16/2019	Staff Report
ZC 2019-016 Locator	10/16/2019	Map
ZC 2019-016 Aerial	10/16/2019	Map
ZC 2019-016 Zoning Exhibit - Bold	10/16/2019	Exhibit
ZC 2019-016 Ordinance with Attachments	10/22/2019	Ordinance

DATE: October 8, 2019

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission

GM

SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2019

AGENDA ITEM NO. 1 - PUBLIC HEARING

ZONING CASE 2019-016

APPLICANT: KONG'S INVESTMENT COMPANY, INC.

Request for a Specific Use Permit for Trade School on 0.1 acre located 338 feet north of Park Boulevard and 263 feet east of K Avenue. Zoned Retail. Project #ZC2019-016.

APPROVED: 6-0 **DENIED:** **TABLED:**

Speaker Card(s) Received Support: 1 Oppose: 0 Neutral: 0

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: October 28, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/amc

xc: Vincent Kong, Kong's Investment Company, Inc.
Thanh Pham, Global Beauty School
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/kvbT6aZx9KCMpveD9>

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 7, 2019

Agenda Item No. 1

Public Hearing: Zoning Case 2019-016

Applicant: Kong's Investment Company, Inc.

DESCRIPTION:

Request for a Specific Use Permit for Trade School on 0.1 acre located 338 feet north of Park Boulevard and 263 feet east of K Avenue. Zoned Retail. Project #ZC2019-016.

REMARKS:

The subject property is a 3,782 square foot lease space within an existing retail shopping center. The applicant is requesting a Specific Use Permit (SUP) for Trade School. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application. The Zoning Ordinance defines trade schools as establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation.

The subject property is zoned Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing.

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

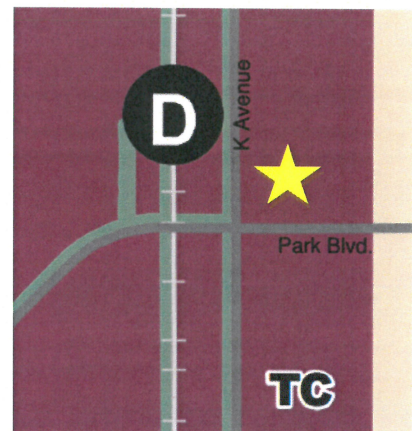
permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

Surrounding Land Use and Zoning

North	Professional/general administrative office zoned Light Commercial (LC) and Planned Development-23-Light Commercial (PD-23-LC).
East	Day care center and multifamily residence zoned Planned Development-8-Multifamily Residence-2 (PD-8-MF-2).
South	Shopping center with religious facility, retail, service, medical office, and restaurant uses zoned R.
West	Religious facility and restaurant with drive-through zoned R.

Future Land Use Map - The Future Land Use Map of the city’s Comprehensive Plan designates the subject property as Transit Corridor (TC).

The Transit Corridor future land use category applies to the Downtown Plano core and the adjoining rail corridor linking the Dallas Area Rapid Transit (DART) red/orange line and the future Cotton Belt line. It is the intention to continue the transformation of the Downtown Plano core into a distinct and authentic urban center and expand the vision for transit-oriented development within the entire corridor. Major uses within Transit Corridor include housing, retail, cultural facilities, hotels, and government offices. Infill and redevelopment projects should be compatible with the historical character of the area and transit-oriented residential, employment, retail, and civic uses should be located between one-quarter to one-half mile walking distance of a transit stop. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Street, bike trail, and sidewalk improvements will be emphasized to create a more accessible, walkable, and unified corridor. Useable open space will be included to create active and interesting public spaces. Commercial and residential uses within the corridor shall be designed to acknowledge visibility from rail, especially where elevated, as a gateway to the community.



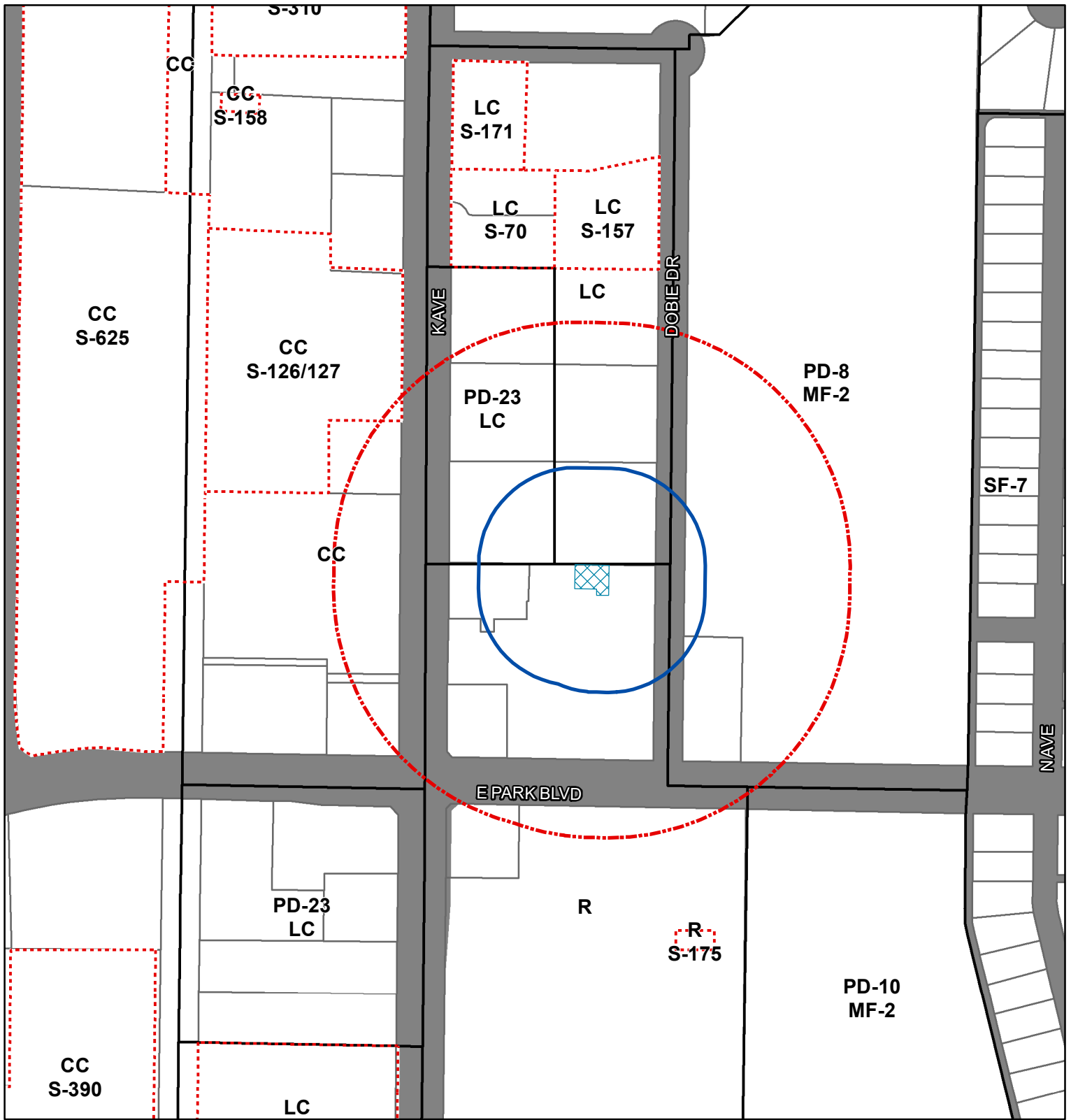
The subject property is part of an existing shopping center which includes a variety of nonresidential uses. The addition of a trade school will increase the mix of uses within this development. The request is focused on changing the use of the existing lease space, and the applicant is not proposing site improvements to alter the design and character of the existing shopping center. This request is in conformance with the Future Land Use Map designation.

Trade School Request

The requested trade school will provide instruction in beautician education. The proposed trade school requires less parking than a retail, or restaurant use. The subject property has adequate parking to accommodate the additional use, and the request would complement the existing shopping center which includes a variety of nonresidential uses. The trade school will be a minor addition to the existing development, and will provide benefit to future students through career training. For these reasons, staff is in support of the request.

RECOMMENDATION:

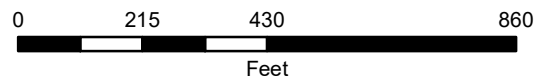
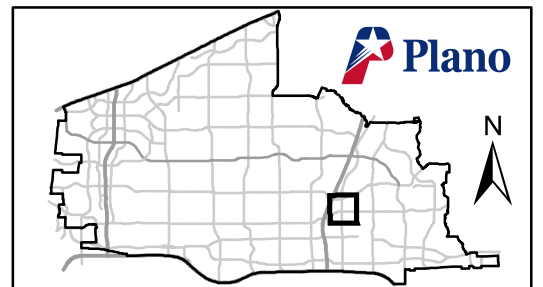
Recommended for approval as submitted.



Zoning Case: 2019-016

Existing Zoning: Retail

Proposed Zoning: Request for a Specific Use Permit for Trade School



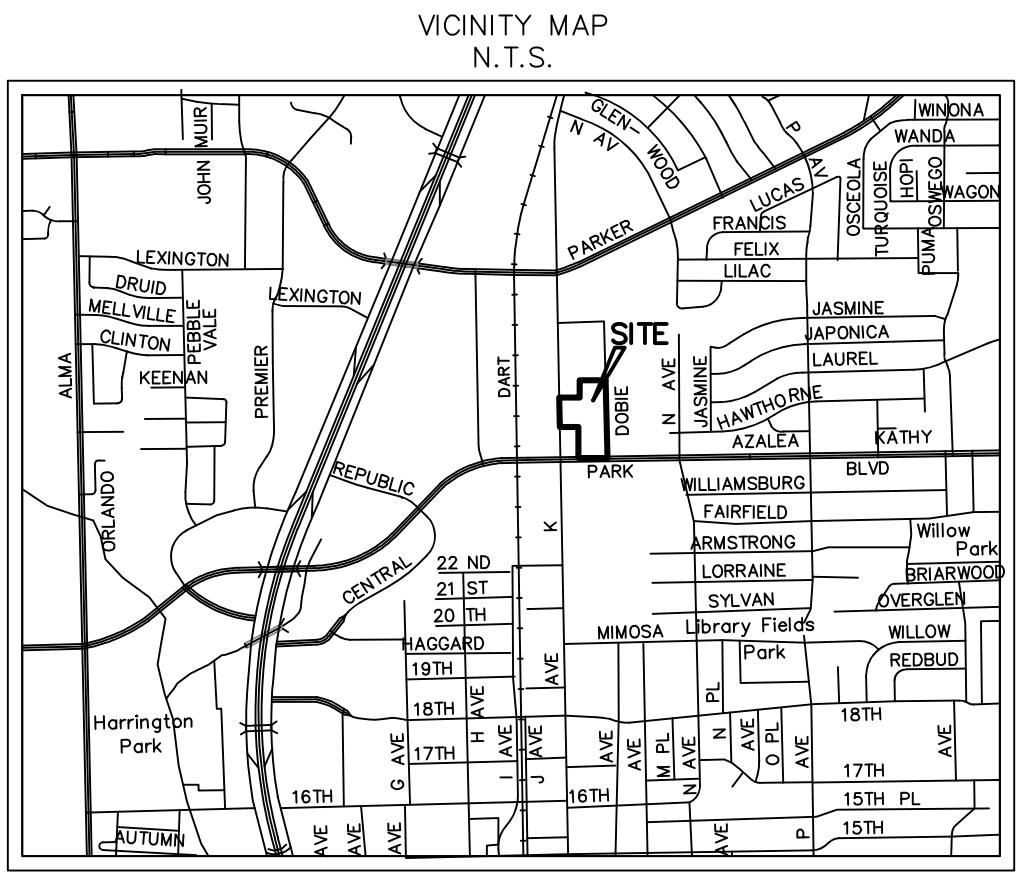
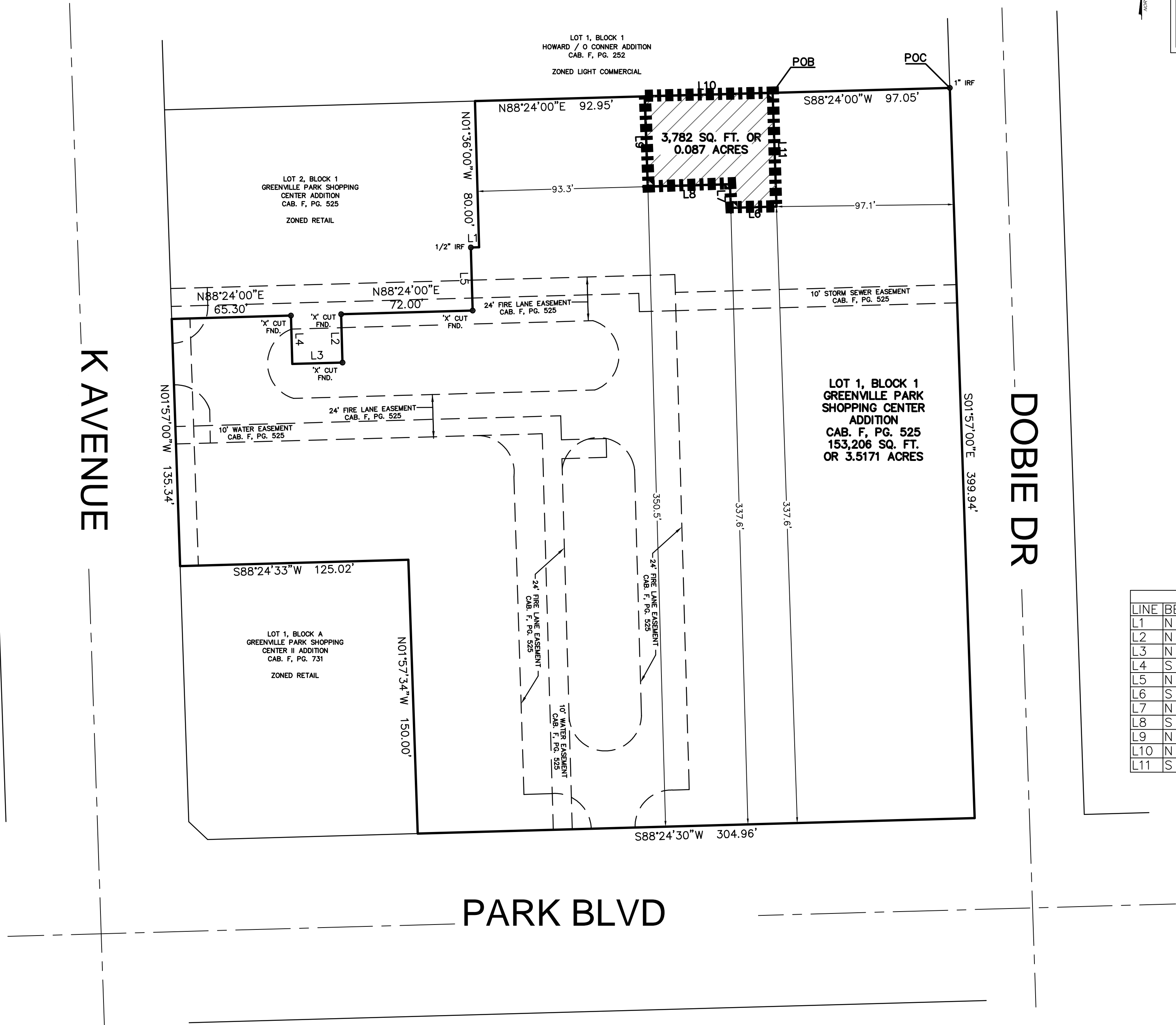


Zoning Case 2019-016



Area of Request

0 112.5 225
Feet



Being 3,782 square foot tract of land situated in the Ben F. Matthews Survey, Abstract No. 612, City of Plano, Collin County, Texas, and being a portion of Lot 1, Block 1, Greenville Park Shopping Center Addition, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet F, Page 525, Map Records of Collin County, Texas, and being a portion of that certain tract of land conveyed to Kong's Investment Co., Inc., by deed recorded in Volume 5000, Page 19898, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1 inch iron rod found for the northeast corner of said Lot 1, Block A, same being the southeast corner of Lot 1, Block 1, Howard / O Conner Addition, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet F, Page 252, Map Records of Collin County, Texas, same being in the westerly right-of-way line of Dobie Drive (60' right-of-way);

THENCE South 88 deg. 24 min. 00 sec. West, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, and said Lot 1, Block 1, Howard / O Conner Addition, a distance of 97.05 feet to a point for the northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE through the interior of said Lot 1, Block 1, Greenville Park Shopping Center Addition, as follows:

South 01 deg. 57 min. 00 sec. East, a distance of 62.31 feet to a point for the southeast corner of the herein described tract;
South 88 deg. 24 min. 00 sec. West, a distance of 25.00 feet to a point for the most southerly southwest corner of the herein described tract;
North 01 deg. 57 min. 00 sec. West, a distance of 12.90 feet to a point for corner;
South 88 deg. 24 min. 00 sec. West, a distance of 45.00 feet to a point for the most westerly southwest corner of the herein described tract;
North 01 deg. 57 min. 00 sec. West, a distance of 49.41 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, same being in the south line of aforesaid Lot 1, Block 1, Howard / O Conner Addition;

THENCE North 88 deg. 24 min. 00 sec. East, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition and said Lot 1, Block 1, Howard / O Conner Addition, a distance of 70.00 feet to the POINT OF BEGINNING and containing 3,782 square feet or 0.087 acre of computed land, more or less.

NOTES:

1. IRF - Iron Rod Found
2. POC - Point of Commencing
3. POB - Point of Beginning
4. Basis of Bearing is the State Plano Coordinate System. North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
5. No improvements have been shown.
6. This property has not been abstracted per the client's request, and this survey was performed without the benefit of a title commitment, all easements may not be shown.

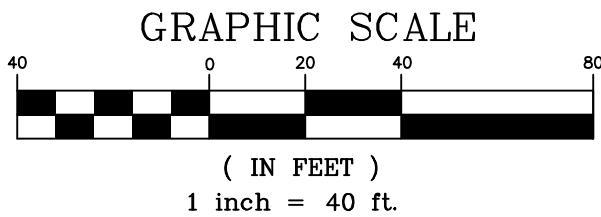
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLAT, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION ON THIS ZONING CASE.

ZONING REQUIREMENTS:

This property is located within the City of Plano and Zoned Retail (R)

Minimum Lot Area - None
Minimum Lot Width - None
Minimum Lot Depth - None
Minimum front yard setback is 50 feet
Rear Yard setback is 10 feet
Side yard setback is 50 feet adjacent to a street - none otherwise
Maximum Height is two stories or 35 feet Floor Area Ration 0.6:1
Maximum Lot Coverage - 30%

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°24'00" E	4.50'
L2	N 01°36'00" W	26.47'
L3	N 88°24'00" E	27.50'
L4	S 01°36'00" E	26.47'
L5	N 01°36'00" W	34.53'
L6	S 88°24'00" W	25.00'
L7	N 01°57'00" W	12.90'
L8	S 88°24'00" W	45.00'
L9	N 01°57'00" W	49.41'
L10	N 88°24'00" E	70.00'
L11	S 01°57'00" E	62.31'



Owner:
Kong's Investment LP
2520 K Ave. Suite 700-260
Plano, Texas 75074
Contact: Serena Kong
972-473-2219

Tenant:
Texan Beauty Academy
2540 K Ave, Suite 300, Plano, Texas 75074
Contact: Thanh Pham
214-707-1888
junior76014@yahoo.com

ZONING CASE NO. ZC2019-016
ZONING EXHIBIT
SPECIAL USE PERMIT FOR TRADE SCHOOL
PORTION OF
LOT 1, BLOCK 1
GREENVILLE PARK SHOPPING CENTER ADDITION
0.087 ACRE
SITUATED IN THE BEN F. MATTHEWS SURVEY, ABST. NO. 612
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 2019

JOB NO.: 19-0711	PEISER & MANKIN SURVEYING, LLC		SHEET
DATE: 8/20/2019	www.peisersurveying.com		
FIELD DATE: 8/16/2019			
SCALE: 1" = 40'			
FIELD: A.R.M.	1604 HART STREET SOUTH LAKE, TEXAS 76092	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	1
DRAWN: J.B.W.	817-481-1806 (O)		OF
CHECKED: T.R.M.	817-481-1809 (F)		1
	tmankin@peisersurveying.com	FIRM No. 100999-00	Member Since 1977

Zoning Case 2019-016

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. 51 for Trade School on 0.1 acre of land out of the Ben F. Matthews Survey, Abstract No. 612, located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

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 28th day of October 2019, for the purpose of considering granting Specific Use Permit No. 51 for Trade School on 0.1 acre of land out of the Ben F. Matthews Survey, Abstract No. 612, located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; 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 28th day of October 2019; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 51 for Trade School on 0.1 acre of land out of the Ben F. Matthews Survey, Abstract No. 612, located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 51 for Trade School on 0.1 acre of land out of the Ben F. Matthews Survey, Abstract No. 612, located 338 feet north of Park Boulevard and 263 feet east of K Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being described in the legal description on Exhibit A attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances 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 28TH DAY OF OCTOBER 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-016

Being 3,782 square foot tract of land situated in the Ben F. Matthews Survey, Abstract No. 612, City of Plano, Collin County, Texas, and being a portion of Lot 1, Block 1, Greenville Park Shopping Center Addition, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet F, Page 525, Map Records of Collin County, Texas, and being a portion of that certain tract of land conveyed to Kong's Investment Co. Inc. by deed recorded in Volume 5000, Page 19898, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1 inch iron rod found for the northeast corner of said Lot 1, Block A, same being the southeast corner of Lot 1, Block 1, Howard / O Conner Addition, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet F, Page 252, Map Records of Collin County, Texas, same being in the westerly right-of-way line of Dobie Drive (60' right-of-way);

THENCE, South 88 deg. 24 min. 00 sec. West, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, and said Lot 1, Block 1, Howard/O Conner Addition, a distance of 97.05 feet to a point for the northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE, through the interior of said Lot 1, Block 1, Greenville Park Shopping Center Addition, as follows:

South 01 deg. 57 min. 00 sec. East, a distance of 62.31 feet to a point for the southeast corner of the herein described tract;

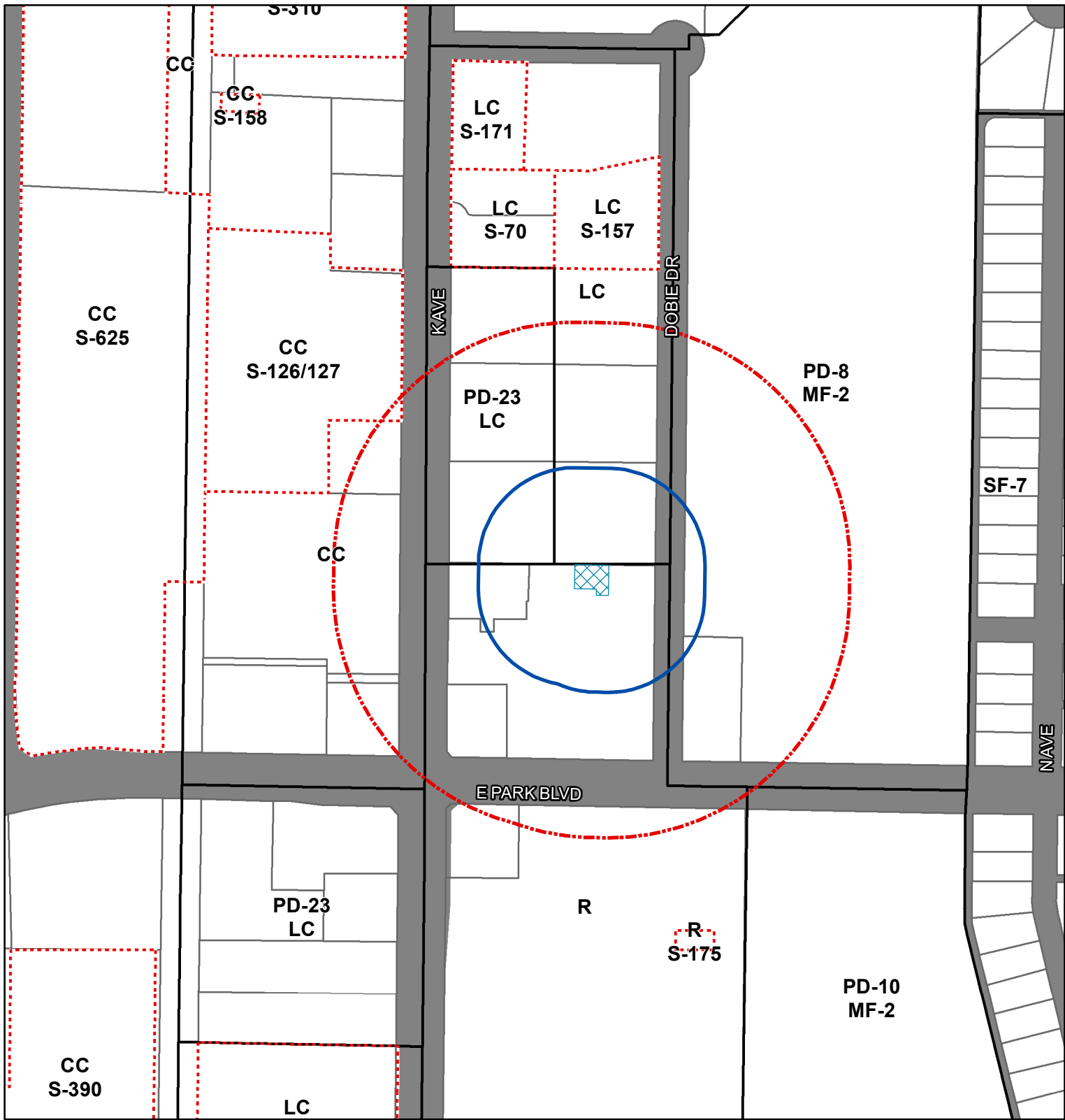
South 88 deg. 24 min. 00 sec. West, a distance of 25.00 feet to a point for the most southerly southwest corner of the herein described tract;

North 01 deg. 57 min. 00 sec. West, a distance of 12.90 feet to a point for corner;

South 88 deg. 24 min. 00 sec. West, a distance of 45.00 feet to a point for the most westerly southwest corner of the herein described tract;

North 01 deg. 57 min. 00 sec. West, a distance of 49.41 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, same being in the south line of aforesaid Lot 1, Block 1, Howard / O Conner Addition;

THENCE, North 88 deg. 24 min. 00 sec. East, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition and said Lot 1, Block 1, Howard/O Conner Addition, a distance of 70.00 feet to the POINT OF BEGINNING and CONTAINING 3,782 square feet or 0.087 acre of computed land, more or less.

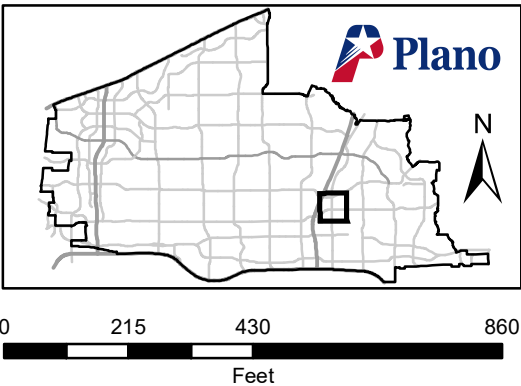


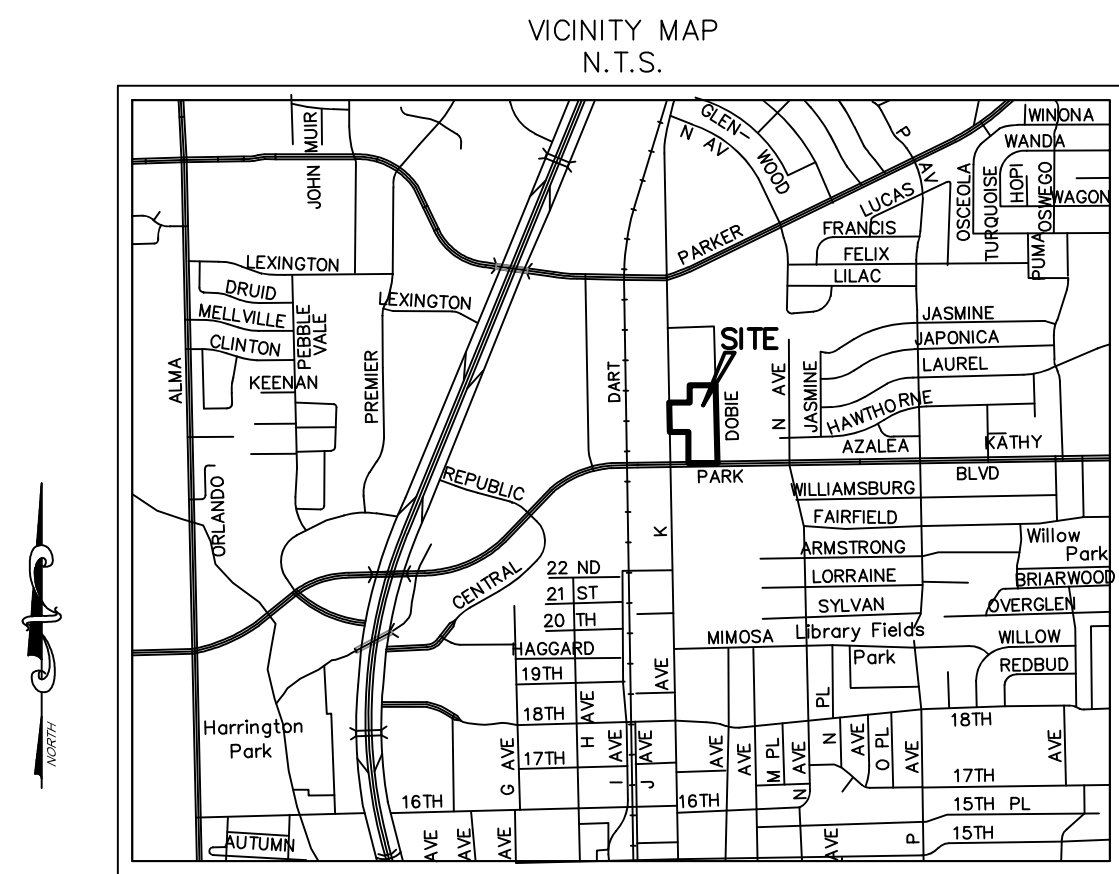
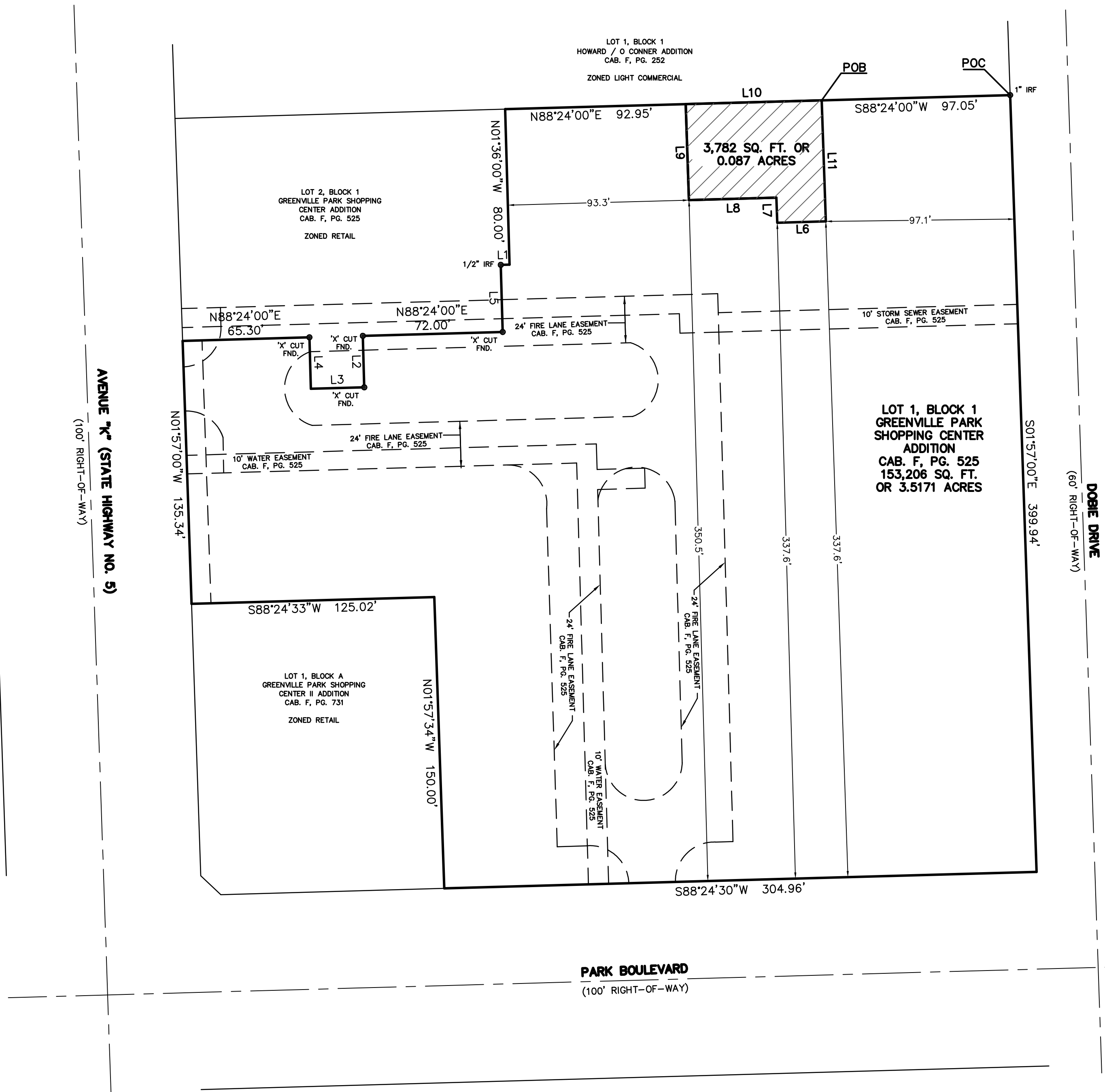
Zoning Case: 2019-016

Existing Zoning: Retail

Proposed Zoning: Request for a Specific Use Permit for Trade School

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





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COMMENCING at a 1 inch iron rod found for the northeast corner of said Lot 1, Block A, same being the southeast corner of Lot 1, Block 1, Howard / O Conner Addition, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet F, Page 252, Map Records of Collin County, Texas, same being in the westerly right-of-way line of Dobie Drive (60' right-of-way);

THENCE South 88 deg. 24 min. 00 sec. West, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, and said Lot 1, Block 1, Howard / O Conner Addition, a distance of 97.05 feet to a point for the northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE through the interior of said Lot 1, Block 1, Greenville Park Shopping Center Addition, as follows:

South 01 deg. 57 min. 00 sec. East, a distance of 62.31 feet to a point for the southeast corner of the herein described tract;
South 88 deg. 24 min. 00 sec. West, a distance of 25.00 feet to a point for the most southerly southwest corner of the herein described tract;
North 01 deg. 57 min. 00 sec. West, a distance of 12.90 feet to a point for corner;
South 88 deg. 24 min. 00 sec. West, a distance of 45.00 feet to a point for the most westerly southwest corner of the herein described tract;
North 01 deg. 57 min. 00 sec. West, a distance of 49.41 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1, Block 1, Greenville Park Shopping Center Addition, same being in the south line of aforesaid Lot 1, Block 1, Howard / O Conner Addition;

THENCE North 88 deg. 24 min. 00 sec. East, along the common line of said Lot 1, Block 1, Greenville Park Shopping Center Addition and said Lot 1, Block 1, Howard / O Conner Addition, a distance of 70.00 feet to the POINT OF BEGINNING and containing 3,782 square feet or 0.087 acre of computed land, more or less.

- NOTES:
1. IRF - Iron Rod Found
 2. POC - Point of Commencing
 3. POB - Point of Beginning
 4. Basis of Bearing is the State Plano Coordinate System. North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
 5. No improvements have been shown.
 6. This property has not been abstracted per the client's request, and this survey was performed without the benefit of a title commitment, all easements may not be shown.

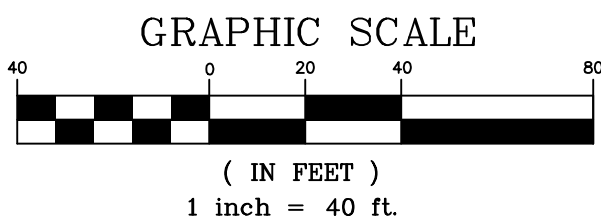
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLAT, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION ON THIS ZONING CASE.

ZONING REQUIREMENTS:

This property is located within the City of Plano and Zoned Retail (R)

Minimum Lot Area - None
Minimum Lot Width - None
Minimum Lot Depth - None
Minimum front yard setback is 50 feet
Rear Yard setback is 10 feet
Side yard setback is 50 feet adjacent to a street - none otherwise
Maximum Height is two stories or 35 feet Floor Area Ration 0.6:1
Maximum Lot Coverage - 30%

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°24'00" E	4.50'
L2	N 01°36'00" W	26.47'
L3	N 88°24'00" E	27.50'
L4	S 01°36'00" E	26.47'
L5	N 01°36'00" W	34.53'
L6	S 88°24'00" W	25.00'
L7	N 01°57'00" W	12.90'
L8	S 88°24'00" W	45.00'
L9	N 01°57'00" W	49.41'
L10	N 88°24'00" E	70.00'
L11	S 01°57'00" E	62.31'



Owner:
Kong's Investment LP
2520 K Ave. Suite 700-260
Plano, Texas 75074
Contact: Serena Kong
972-473-2219

Tenant:
Texan Beauty Academy
2540 K Ave, Suite 300, Plano, Texas 75074
Contact: Thanh Pham
214-707-1888
junior76014@yahoo.com

ZONING CASE NO. ZC2019-016
ZONING EXHIBIT
SPECIAL USE PERMIT FOR TRADE SCHOOL
PORTION OF
LOT 1, BLOCK 1
GREENVILLE PARK SHOPPING CENTER ADDITION
0.087 ACRE
SITUATED IN THE BEN F. MATTHEWS SURVEY, ABST. NO. 612
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 2019

JOB NO.: 19-0711	PEISER & MANKIN SURVEYING, LLC		SHEET
DATE: 8/20/2019	www.peisersurveying.com		
FIELD DATE: 8/16/2019			
SCALE: 1" = 40'			
FIELD: A.R.M.	1604 HART STREET SOUTH LAKE, TEXAS 76092	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	1
DRAWN: J.B.W.	817-481-1806 (O)		OF
CHECKED: T.R.M.	817-481-1809 (F)		1
	tmankin@peisersurveying.com	FIRM No. 100999-00	Member Since 1977



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/28/2019

Department: City Manager

Department Head: Mark Israelson

Agenda Coordinator: Lisa Henderson

CAPTION

Consideration to adopt the City Council's Vision and Strategic Plan Critical Success Factors for Fiscal Year 2019-20. **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 fiscal impact.

SUMMARY OF ITEM

During a September retreat, the City Council developed the new Strategic Plan Critical Success Factors and Vision. These tools are the goals and principles for guiding City Council decisions, policies, and actions.

Strategic Plan Goal:

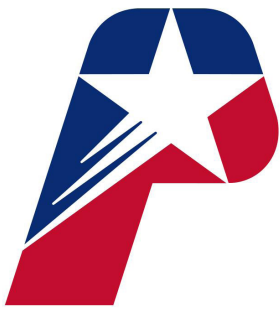
Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Strategic Plan Critical Success Factors	10/15/2019	Informational



CITY OF PLANO, TEXAS

Vision

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

Critical Success Factors

The group considered the goals from the prior strategic plan and the things they hoped would be true in the future. Then they identified and defined five Critical Success Factors, those things that “must go well” in order to achieve the Vision.



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 partnerships
- 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