



CITY COUNCIL

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

DATE: February 26, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Sr. Pastor Kory Knott - Custer Road United Methodist Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Cub Scout Pack 1220 - Hedgcoxe Elementary

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.

OATHS OF OFFICE

Senior Advisory Board

Katherine Goodwin

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.

CONSENT AGENDA

The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.

Approval of Minutes

- (a) February 12, 2018
February 18, 2018
Approved

Approval of Expenditures

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

- (b) RFB No. 2018-0157-B for One-ton Prisoner Transport Vans for Fleet Services to be utilized by the Police Department to Sam Pack's Five Star Ford of Carrollton in the amount of \$86,858; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFP No. 2017-0127-C for a two (2) year contract with three (3) City optional renewals for cleaning of athletic and park sites restrooms for the Parks and Recreation Department to PureService Corporation in the estimated annual amount of \$235,248; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2017-0222-B for Spring Creek Parkway at Coit Road to McMahon Contracting, L.P. in the amount of \$1,771,283; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of Toyota Camry Sedans for Fleet Services to be utilized by the Police Department in the amount of \$93,800 from Jerry's GM/Toyota Weatherford through an existing Tarrant County contract; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2016-217) **Approved**
- (f) To approve the purchase of Ford F550 Horton Type 1 Ambulances for Fleet Services to be utilized by Fire-Rescue in the amount of \$529,098 from Professional Ambulance through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. AM10-16) **Approved**

Approval of Change Order

- (g) To approve an increase to the current awarded contract amount of \$1,599,675 by \$84,931, for a total contract amount of \$1,684,606, for Maumelle Drive and Daybreak Trail Paving and Water Improvements from McMahon Contracting, L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2017-0250-B; Change Order No. 1) **Approved**
- (h) To approve an increase in the current awarded contract amount of \$3,628,143 by \$90,796, for a total contract amount of \$3,718,939, for Paving, Drainage & Water Improvements to Linda Lane and Robin Road from Pavecon Public Works, LP; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2017-0236-B; Change Order No. 2) **Approved**

- (i) To approve an increase to the current awarded contract amount of \$6,683,991 by \$417,580, for a total contract amount of \$7,101,571, for Fire Administration and Station One Renovation and Improvements from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents. (Project No. 6406; Change Order No. 1) **Approved**

Approval of Expenditure

- (j) To ratify an expenditure in the amount of \$63,126 for replacement of a Kubota Tracked Loader from Zimmerer Kubota & Equipment for Fleet Services to be utilized by Municipal Drainage Operations; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure for design services to prepare plans and specifications for Stoney Hollow Park Improvements, Project No. 6963, in the amount of \$67,000 from Pacheco Koch Consulting Engineers, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**
- (l) To approve an expenditure for the design and construction administration for the High Point North Maintenance Facility in the amount of \$780,880 from Huitt-Zollars, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (m) To approve a Professional Service Agreement between the City of Plano, Texas, and the VWait Group, a limited liability company, to conduct and manage the Plano Families First Program 2018; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (n) **Resolution No. 2018-2-3(R):** To approve the terms and conditions of a Local Project Advance Funding Agreement for Non-Construction by and between the City of Plano and the Texas Department of Transportation for the Legacy Area Transportation Management Association; authorizing its execution by the City Manager; and providing an effective date. **Adopted**
- (o) **Resolution No. 2018-2-4(R):** To support a DART Service Plan Amendment to add a fixed guideway route on the CityLine alignment and to extend the Cotton Belt Regional Rail corridor to Shiloh Road in the City of Plano. **Adopted**
- (p) **Resolution No. 2018-2-5(R):** To authorize the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$300,000 for a Texas Pure Products advertising and education campaign through the North Central Texas Council of Governments; designating the City Manager as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date. **Adopted**

Adoption of Ordinances

- (q) **Ordinance No. 2018-2-6:** To add Section 12-172 of Article VII, Bicycles, of Chapter 12, Motor Vehicles and Traffic, and amending Section 19-1, Obstruction of Streets, Alleys, Sidewalks, Parkway Areas, or Public Grounds, of Article I, In General, of Chapter 19, Streets and Sidewalks, and amending Section 11-149, Exceptions from Permit Requirement, of Division 3, Permit for Commercial Solicitation in the Public Right-of-Way and on Residential Property, of Article IV, Peddlers, Solicitors, Itinerant Vendors, Carnivals, and Job Placement Activities, of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to regulate bike share service companies, providing a repealer clause, a severability clause, a savings clause, a publication clause, a penalty clause, and an effective date. **Adopted**
- (r) To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on a certain section of Coldwater Creek Lane and Oxbow Creek Lane, 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. **Removed from Agenda**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.

Non-Public Hearing Items:

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

- (1) **Public Hearing and adoption of Ordinance No. 2018-2-7** as requested in Zoning Case 2017-033 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 46.2 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses and modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Perfect Land Development, LLC **Conducted and Adopted**

- (2) **Public Hearing and adoption of Ordinance No. 2018-2-8** as requested in Zoning Case 2017-038 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, 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: WC Custer Creek Center Property, LLC **Conducted and 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: 2/26/2018

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Senior Advisory Board

Katherine Goodwin

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

February 12, 2018

February 18, 2018

Approved

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
February 12 - Work Session	2/21/2018	Minutes
February 12 - Regular Session	2/21/2018	Minutes
February 18 - Special Session	2/21/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 12, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Deputy Mayor Pro Tem
Angela Miner
Anthony Ricciardelli – arrived at 5:05 p.m.
Kayci Prince
Tom Harrison – arrived at 5:02 p.m.
Rick Smith

COUNCIL MEMBERS ABSENT

Rick Grady, Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, February 12, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:05 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**

Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 7-0 to approve the settlement of the Gnew case in accordance with the discussion in Executive Session.

- **Personnel**

- a) **Cultural Affairs Commission**

Upon a motion made by Council Member Miner and seconded by Council Member Prince, the Council voted 7-0 to appoint Christene Downs as interim member.

- b) **Senior Advisory Board**

Upon a motion made by Council Member Miner and seconded by Council Member Smith, the Council voted 7-0 to appoint Katherine Goodwin as interim member.

- **Building Inspections Departmental Update**
- **Bike Share Program Presentation**
- **Mayor's Update Report re Summer Intern Program, Plano Families First, Nurturing Hope, Standing Committees, and Conference Summaries**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 7:05 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
February 12, 2018**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Rick Grady, Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 12, 2018 at 7:05 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Deputy Mayor Pro Tem Kelley led the invocation and Cub Scout Pack 200 with Christ United Methodist Church and Haun Elementary School led the Pledge of Allegiance and Texas Pledge.

Comments of Public Interest

Matt Dixon spoke to the Bike Share Program, Summer Intern Program and the Mayor's comments regarding the U.S. Conference of Mayors.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Kelley, the Council voted 7-0 to approve all items on the Consent Agenda as follows:

Approval of Minutes

January 22, 2018

January 29, 2018

(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. 2018-0147-B for Passenger Vans for Fleet Services to be utilized by Parks and Recreation/Outdoor Programs to Reliable Chevrolet in the amount of \$58,394; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2018-0118-B for a Medium Duty Truck with Box Van Body and Heavy-duty Liftgate for Fleet Services, to be utilized by Inventory Control and Asset Disposal/Warehouse Operations, to Randall Reed's Prestige Ford in the amount of \$70,100; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2018-0124-B for Sedans with Secured Trunks for Fleet Services to be utilized by the Police Department, to Caldwell Country Automotive in the amount of \$94,575 and Four Stars Ford in the amount of \$112,750, for a total purchase of \$207,325; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2018-0062-B for a one time purchase for ETC Lighting Controls for Plano Event Center from Barbizon Light of the Rockies in the amount of \$112,040; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

RFB No. 2018-0111-B for Plano Bike Routes - Arterial Jog Sidepaths, Project No. 6567, to Grahamson, Inc. in the amount of \$239,170; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

RFB No. 2018-0007-B for the Senior Center Roof Replacement to Shoemake Holdings, Inc. dba Premiere Roofing in the amount of \$109,990; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

RFB No. 2017-0552-B for the Police Department Secure Parking Upgrade to Advanced Transol Consultants, LLC in the amount of \$178,150; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

RFB No. 2018-0085-B for Alley Reconstruction - Mountain Pass, Buffalo Bend to MHB Construction, Inc. in the amount of \$948,385; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Purchase from an Existing Contract

To approve the purchase of two (2) Chevrolet 1500 Silverado Crew Cab Pickup Trucks in the amount of \$50,940 from Caldwell Country Chevrolet and two (2) Chevrolet 1500 Silverado Double Cab Pickup Trucks in the amount of \$44,092 from Reliable Chevrolet, for a total amount of \$95,032 for Fleet Services, to be utilized by various City Departments through an existing Tarrant County contract; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2018-022) (Consent Agenda Item “J”)

To approve the purchase of Police Package Tahoes for Fleet Services to be utilized by the Police Department in the amount of \$722,584 from Caldwell Country Chevrolet through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16) (Consent Agenda Item “K”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$335,815 by \$55,875, for a total contract amount of \$391,690, for Legacy Drive Corridor from TranSystems Corporation Consultants; and authorizing the City Manager to execute all necessary documents. (Project No. 6069.1, Modification No. 4) (Consent Agenda Item “L”)

Approval of Expenditure

To approve an expenditure for Wastewater Modeling Services, Project No. 6960, in the amount of \$879,510 from Freese and Nichols, Inc. for Public Works; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve an expenditure for the remediation of property in lieu of payment for property acquisition costs for the Legacy West Wastewater Force Main project in an amount not to exceed \$574,762; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure for engineering design related services in the amount of \$889,036 from Pipeline Analysis, LLC for Sanitary Sewer Assessment - J Place & Upper White Rock Basins; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

Approval of Contract / Agreement

To approve an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) in the amount of \$33,810 for the acquisition of 2018 three-inch orthophotography for Technology Services/GIS; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

Adoption of Resolutions

Resolution No. 2018-2-1(R): To authorize the filing of a grant application for regional funds in an amount not to exceed \$39,740 for a City of Plano Municipal and Employee Recycling Education Program through the North Central Texas Council of Governments; designating the Director of Environmental Health & Sustainability as authorized representative of the City of Plano for the purpose of giving required assurances, acting in connection with said application, and providing required information; and declaring an effective date. (Consent Agenda Item “Q”)

Adoption of Ordinances

Ordinance No. 2018-2-2: To repeal Ordinance No. 2017-9-10; establishing the number of certain classifications within the Fire Department for fiscal year 2017-18; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective February 12, 2018; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “R”)

With no further discussion, the Regular City Council Meeting adjourned at 7:16 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Special Called Session
February 18, 2018

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Grady, Mayor Pro Tem
Ron Kelley, Deputy Mayor Pro Tem
Angela Miner
Anthony Ricciardelli
Kayci Prince
Tom Harrison – arrived at 12:02 p.m.
Rick Smith

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Special Called Session on Sunday, February 18, 2018 at 12:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 1:32 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**

Council Members provided comments regarding Council Member Harrison's actions and social media posts.

Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Grady, the Council voted 7-1 with Council Member Harrison in opposition, to censure Council Member Harrison.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 2:02 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2018-0157-B for One-ton Prisoner Transport Vans for Fleet Services to be utilized by the Police Department to Sam Pack's Five Star Ford of Carrollton in the amount of \$86,858; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	120,500	0	120,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-86,858	0	-86,858
Balance	0	33,642	0	33,642

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase two (2) One-ton Ford Transit Prisoner Transport Vans for the scheduled replacement of unit #06291 and #06292 in Cost Center 532/Police. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/14/2018	Memo
Bid Recap	2/15/2018	Bid Recap

Date: February 6, 2018
To: Bruce D. Glasscock, City Manager
From: Gerald Cosgrove P.E., Director of Public Works
Subject: One-ton Prisoner Transport Vans Recommendation

It is the recommendation of Fleet Services to purchase two (2) One-ton Ford Transit Prisoner Transport Vans from Sam Pack's Five Star Ford of Carrollton, in the amount of \$86,858.00, the lowest responsive, responsible bidder for Solicitation 2018-0157-B.

Both units are for scheduled replacements from the Capital Outlay FY 2017-18 for the replacement of units 06291 and 06292 in cost center 532 Police. Due to operational demands, it is necessary to purchase at this time.

The purchase of two (2) one-ton prisoner transport vans is necessary for the following reasons:

1. These units will be used to transport prisoners and are necessary to perform the functions of the Police Department.
2. The old vehicles are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. Not purchasing these vehicles could lead to an increase in response times due to a lack of available mission capable vehicles. It will also lead to increased maintenance and repair costs due to the increased usage of the current fleet vehicles.

**CITY OF PLANO
BID NO. 2018-0157-B
ONE-TON PRISONER TRANSPORT VANS
BID RECAP**

Bid Opening Date/Time: February 5, 2018 @ 3:00 p.m.

Number of Vendors Notified: 2,514

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 1

Number of Responsive Bids Submitted: 1

Sam Pack's Five Star Ford of Carrollton	\$ 86,858.00
---	--------------

Recommended Vendor:

Sam Pack's Five Star Ford of Carrollton	\$ 86,858.00
---	--------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

February 9, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Teresa Cox Ext:7539

CAPTION

RFP No. 2017-0127-C for a two (2) year contract with three (3) City optional renewals for cleaning of athletic and park sites restrooms for the Parks and Recreation Department to PureService Corporation in the estimated annual amount of \$235,248; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:FY 2017-18 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	687,179	1,058,616	1,745,795
Encumbered/Expended Amount	0	-361,180	0	-361,180
This Item	0	-117,624	-1,058,616	-1,176,240
Balance	0	208,375	0	208,375

FUND(S): General Fund

COMMENTS: This item provides price quotes. Expenditures will be made within the Parks & Recreation Department's approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2017-18 for the remaining current year on the contract is \$117,624 with the remaining balance to be used for other contractual expenditures. The estimated future amount for this item is \$1,058,616 (\$235,248 in FY 2018-19, \$235,248 in FY 2019-20, \$235,248 in FY 2020-21, \$235,248 in FY 2021-22, and \$117,624 in FY 2022-23.)

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/22/2018	Memo
RFP Recap	2/19/2018	RFP Recap

Date: February 2, 2018

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

From: Doug Green, Parks Superintendent

Subject: Award Recommendation for 2017-0127-C RFP-Cleaning of Athletics & Parks Sites Restrooms

It is the recommendation of Plano Parks and Recreation to award RFP 2017-0127-C Restroom Cleaning for Parks and Athletic Sites to PureService Corporation. A total of four (4) proposals were received and evaluated by an internal evaluation team. The evaluation criteria included experience and qualifications 30%, services offered 30%, and cost 40%. PureService Corporation was the highest-ranking firm.

This contract will provide routine cleaning and disinfecting of 36 full-service restroom facilities located at parks and athletic sites, citywide. It is necessary to provide these services, so as to ensure to the best of our ability, that restroom conditions remain clean and sanitary for the health and safety of our park users. These restroom facilities are heavily impacted by casual users, athletic participants, spectators, and practice groups, as well as users of the hike and bike trails, and groups reserving and using pavilions. Due to the frequent high traffic, these locations require daily cleanings and restocking.

This agreement consists of an initial two-year term with three one-year city optional renewals for a potential of a five (5) year contract. The annual estimated expenditure is \$235,248 with a total of \$1,176,240 if all renewals are exercised.

Failure to award this contract would cause an immediate decline of restroom facilities resulting in the closure of all park and athletic restroom buildings, citywide. In addition, Plano Parks and Recreation would no longer be able to continue scheduled athletic activities, park pavilion reservations, as well as city-sponsored special events.

CITY OF PLANO
RFP No. 2017-0127-C
Cleaning of Athletics and Parks Sites Restrooms

RFP RECAP

RFP Opening Date/Time: October 17, 2017 @ 2pm

Number of Vendors Notified: 2641

Vendors Submitting "No Bids": None

Vendors Non-Responsive Bids: None

Companies Submitting Proposals: 4

<u>Vendor Name</u>	<u>Amount</u>
---------------------------	----------------------

Cato Janitorial	\$235,320
-----------------	-----------

Clean Outcome Services	\$107,098
------------------------	-----------

Oriental Building Services	\$429,975
----------------------------	-----------

PureService Corporation	\$246,880
-------------------------	-----------

<u>Best and Final Offers Requested</u>	<u>Amount</u>
---	----------------------

Cato Janitorial	\$240,900
-----------------	-----------

PureService Corporation	\$235,248
-------------------------	-----------

<u>Recommended Vendor:</u>	<u>Amount</u>
-----------------------------------	----------------------

PureService Corporation	\$235,248
-------------------------	-----------

Teresa Cox

February 15, 2018

Teresa Cox, Buyer II

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

RFB No. 2017-0222-B for Spring Creek Parkway at Coit Road to McMahon Contracting, L.P. in the amount of \$1,771,283; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		222,727	1,969,273	0	2,192,000
Encumbered/Expended Amount		-222,727	-30,471	0	-253,198
This Item		0	-1,771,283	0	-1,771,283
BALANCE		0	167,519	0	167,519

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP. Construction services for the Spring Creek Parkway at Coit Road Intersection Improvements project, in the amount of \$1,771,283, will leave a project balance of \$167,519 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memorandum	2/15/2018	Memo
Map	2/15/2018	Map
Bid Recap	2/15/2018	Bid Recap

Date: February 26, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Daniel Prendergast, P.E., Engineering Manager

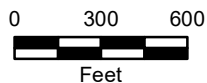
Subject: Award of Bid 2017-0222-B for Spring Creek Parkway at Coit Road - Project No. 5389

The Engineering Department accepted bids on November 7, 2017 for the Spring Creek Parkway at Coit Road project. The project includes intersection improvements to the existing intersection of Spring Creek Parkway and Coit Road, including pavement to add additional right turn deceleration lanes, u-turn lanes, and traffic signal and striping modifications.

The lowest responsive and responsible bid was submitted by McMahon Contracting, L.P., Texas Limited Partnership, in the amount of \$1,771,282.53. There were a total of 11,014 vendors notified of this project. Four (4) complete bids were received for the project as shown in the bid recap.

If this project is not awarded, the result is continued traffic congestion at the high-volume intersection of Spring Creek Parkway and Coit Road, having a negative impact on the quality of life in these areas.

georgelau D:\Projects\Engineering\Location Maps\201708-14_Project 5389 Intersection Improvements\Spring Creek Pkwy @ Coit Rd Intersection Improvements.mxd



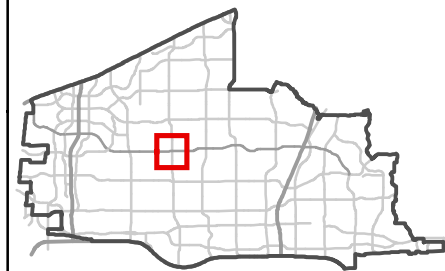
City of Plano GIS Division
August 2017

Spring Creek Parkway at Coit Road Intersection Improvements

Project No. 5389

Page 27

Project Location



CITY OF PLANO

RFB (CIP)

Bid No. 2017-0222-B

Spring Creek Parkway at Coit Road

Project No. 5389

TXDOT No. CSJ-0918-24-127

Bid Recap

Proposal Opening Date/Time: November 7, 2017 @ 2:00 PM (CST)

Number of Vendors Notified: 11,014

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 4

<u>Vendor:</u>	<u>Total Bid</u>
McMahon Contracting, L.P.	\$1,771,282.53
Ed Bell Construction Company	\$1,913,080.26
Rebcon, Inc.	\$1,916,635.78
FNH Construction, LLC	\$1,955,587.60

Recommended Vendor:

McMahon Contracting, L.P.	\$1,771,282.53
---------------------------	----------------

Angie Morales

Angie Morales, Purchasing Assistant

November 7, 2017

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Toyota Camry Sedans for Fleet Services to be utilized by the Police Department in the amount of \$93,800 from Jerry's GM/Toyota Weatherford through an existing Tarrant County contract; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2016-217) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	0	100,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-93,800	0	-93,800
Balance	0	6,200	0	6,200

FUND(S): Equipment Replacement Fund and General Fund

COMMENTS:

Funds are available in the FY 2017-18 Adopted Budget to purchase four (4) Toyota Camry Sedans for the scheduled replacement of unit 06267, 07263, 08266 and one new addition in Cost Center 532/Police. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

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

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Tarrant County Contract No. 2016-217 / City of Plano Internal Contract No. 2018-0179-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/14/2018	Memo
Cooperative Quote Recap	2/14/2018	Cooperative Quote Recap

Date: February 6, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Police Sedans Purchase Recommendation

It is the recommendation of Fleet Services to purchase four (4) Toyota Camry Sedans from Jerry's GM/Toyota Weatherford in the amount of \$93,800.00, through Tarrant County Contract Number 2016-217. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the city.

Three (3) units are for scheduled replacements of units 06267, 07263, and 08266 in Cost Center 532 Police. One (1) unit is a new addition per Supplement 5320018 in Cost Center 532 Police. Due to operational demands, it is necessary to purchase sedans at this time.

The Sedans serve three main purposes for the Police Department:

1. The Sedans are used for the operational capabilities necessary in the Criminal Investigative Services Division. They will also be used to assist with SWAT operations including:
 - a. Weight for blocking/pinning
 - b. Storage space for SWAT gear
 - c. Ease of entry/exit during operations and tactical takedowns
 - d. Diversity of color and make/model for surveillance operations
2. This equipment is replacing units that have surpassed their useful life. Equipment is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. If these units are not replaced we will incur additional maintenance cost and the salvage value will be greatly depreciated. In addition, the Police Department will be limited in their ability to perform their duties due to additional down time of the older vehicles.

CITY OF PLANO
SOLICITATION NO. 2018-0179-O
TOYOTA CAMRY SEDAN
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 3

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 3

Jerry's GM/Toyota Weatherford via Tarrant County Contract No. 2016-217	\$ 93,800.00
Silsbee Toyota via BuyBoard Contract No. 521-16	\$ 94,269.00
National Auto Fleet Group via NJPA Contract No. 120716	\$ 95,928.80

Apparent Low Quote:

Jerry's GM/Toyota Weatherford – Four Toyota Camry Sedans @ \$ 23,450.00	\$ 93,800.00
---	--------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

February 2, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Ford F550 Horton Type 1 Ambulances for Fleet Services to be utilized by Fire-Rescue in the amount of \$529,098 from Professional Ambulance through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. AM10-16)

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	529,098	0	529,098
Encumbered/Expended Amount	0	0	0	0
This Item	0	-529,098	0	-529,098
Balance	0	0	0	0

FUND(S): Fire Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase two (2) 2018 Ford F550 Horton Type 1 Ambulances as scheduled new additions in Cost Center 552/Fire.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. AM10-16 / City of Plano Internal Contract No. 2018-0184-O)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/14/2018	Memo
Cooperative Quote Recap	2/15/2018	Cooperative Quote Recap

Date: February 6 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Horton Ambulances Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) 2018 Ford F550 Horton Type 1 Ambulances from Professional Ambulance in the amount of \$529,098.00 through HGAC Contract Number AM10-16. Fleet Services and Fire-Rescue requested a Cooperative Contract quote from Professional Ambulance. Fleet Services and Fire-Rescue have reviewed the quote and specifications and found this to be the best value for the City.

These units are approved new additions from the Capital Outlay FY 2017-18 supplement number 90355201 in Cost Center 552 Fire. Due to operational demands, it is necessary to purchase at this time.

1. The primary benefit expected to be achieved through the implementation of the additional ambulances is the increase of Fire-Rescue's reserve capacity. Currently Fire-Rescue operates with eight (8) front line ambulances and one (1) demand ambulance. Two (2) additional ambulances are in the fleet to provide backup vehicles to the nine (9) that are regularly in service. Having only two reserve units yields a twenty-two percent (22%) back up capacity. Departmental and industry experience has shown that twenty-two percent (22%) is too low to ensure nine (9) ambulances are always in service. The additional two (2) ambulances will increase the reserve capacity to four (4) ambulances and thus increase the backup percentage to a more reliable forty-four percent (44%).
2. Fire-Rescue currently has thirteen (13) Fire Stations and operates thirteen (13) Engine Companies, five (5) Ladder Truck Companies, and nine (9) ambulances. These new units will be placed in our current ambulance rotation that allows our ambulances to all receive regular use. Having these two (2) additional units will insure that all nine (9) ambulances remain in service at all times for the safety of the City's citizens and visitors. The estimated arrival time for the new ambulances will be early 2019.
3. Failure to award this purchase would jeopardize Fire-Rescue's ability to keep all nine (9) ambulances in service as intended.

CITY OF PLANO
SOLICITATION NO. 2018-0184-O
AMBULANCES
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

Ford F550 Horton Type 1 Ambulances from Professional Ambulances via HGAC Contract No. AM10-16	\$ 529,098.00
--	---------------

Low Quote:

Ford F550 Horton Type 1 Ambulances from Professional Ambulances via HGAC Contract No. AM10-16	\$ 529,098.00
--	---------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

February 14, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an increase to the current awarded contract amount of \$1,599,675 by \$84,931, for a total contract amount of \$1,684,606, for Maumelle Drive and Daybreak Trail Paving and Water Improvements from McMahon Contracting, L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2017-0250-B; Change Order No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,245,749	649,177	0	1,894,926
Encumbered/Expended Amount		-1,245,749	-425,078	0	-1,670,827
This Item		0	-84,931	0	-84,931
BALANCE		0	139,168	0	139,168

FUND(S): Street Improvements CIP, Water CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP and Water CIP. The first change order to the existing construction contract for the Maumelle Drive and Daybreak Trail Paving and Water Improvements project, in the amount of \$84,931, will leave a project balance of \$139,168 available for other future expenditures on street and water improvements.

SUMMARY OF ITEM

See Recommendation Memorandum.

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
Recommendation Memorandum	2/19/2018	Memo

Date: February 26, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Dan Prendergast, P.E., Engineering Manager

Subject: Approval of Change Order No. 1 – Original Bid No. 2017-0250-B for Maumelle Drive and Daybreak Trail Paving and Water Improvements - Project No. 6523

The Engineering Department recommends approval of Change Order No. 1 for the increase in the construction contract with McMahon Contracting, LP, a Texas Limited Partnership, in the amount of \$84,931.13, for the Maumelle Drive and Daybreak Trail Paving and Water Improvements.

Change Order No. 1 includes deletions and additions to the project as directed by field conditions with recommendations to existing conditions in Spring Creek and additional gabion work necessary to shore up the creek banks, additional driveway pavement necessary, additional exposed aggregate sidewalk for residents along the project, additional unanticipated irrigation repairs and adjustments required by City of Plano Public Works and Parks Departments on utilities and trees in the project limits.

If this change order is not approved, the project will experience further delays and the quality of life and safety of the adjacent neighborhoods and residents will be impacted.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an increase in the current awarded contract amount of \$3,628,143 by \$90,796, for a total contract amount of \$3,718,939, for Paving, Drainage & Water Improvements to Linda Lane and Robin Road from Pavecon Public Works, LP; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2017-0236-B; Change Order No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,016,750	2,917,950	0	3,934,700
Encumbered/Expended Amount		-1,016,750	-2,745,422	0	-3,762,172
This Item		0	-90,796	0	-90,796
BALANCE		0	81,732	0	81,732

FUND(S): Street Improvements CIP & Water CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP and Water CIP. The second change order to the construction services contract for the Robin Road and Linda Lane project, in the amount of \$90,796, will leave a current year balance of \$81,732 for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memorandum.

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
Recommendation Memorandum	2/19/2018	Memo

Date: February 26, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Dan Prendergast, P.E., Engineering Manager

Subject: Approval of Change Order No. 2 – Original Bid No. 2017-0236-B for Paving, Drainage & Water Improvements to Linda Lane and Robin Road - Project No. 6249

The Engineering Department recommends approval of Change Order No. 2 for the increase in the construction contract with Pavecon Public Works, LP, a Texas Limited Partnership, in the amount of \$90,795.90, for the Paving, Drainage & Water Improvements to Linda Lane and Robin Road.

Change Order No. 2 includes additions to the project as recommended by City of Plano Public Works based on the existing condition of Independence Parkway, including the following:

- Addition of 930 SY of concrete pavement removal, the addition of subgrade preparation using recycled concrete base material for the previously removed concrete pavement, and the addition of 8" concrete pavement for expanded limits along the southbound lanes of Independence Parkway between Princeton Drive and Glenclyff Drive.

If this change order is not approved, pavement conditions will continue to deteriorate along Independence Parkway increasing maintenance cost and impact safety of the traveling public.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an increase to the current awarded contract amount of \$6,683,991 by \$417,580, for a total contract amount of \$7,101,571, for Fire Administration and Station One Renovation and Improvements from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents. (Project No. 6406; Change Order No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	183,367	7,341,007	0	7,524,374
Encumbered/Expended Amount	-183,367	-6,870,830	0	-7,054,197
This Item	0	-417,580	0	-417,580
Balance	0	52,597	0	52,597

FUND(S): Fire & Public Safety Facilities CIP, Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund budget. The first change order to the Fire Administration and Station One Renovation and Improvements project's construction contract to address several unforeseen conditions at the facility, in the amount of \$417,580, will leave a project balance of \$52,597 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/20/2018	Memo

Date: February 7, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, Director of Engineering *gr*

From: Jim Razinha, Facilities Division Manager

Subject: Change Order No. 01 Recommendation Fire Administration and Station One Renovations and Improvements (Project No. 6406)

The City awarded Pogue Construction Co., LP (Pogue), Construction Manager at Risk (CMAR) for the subject project, a construction contract on December 7, 2017, in the amount of \$6,683,991. Several unforeseen conditions arose during initial demolition, as well as one City-directed infrastructure requirement not included in the original contract.

After final design was complete and prior to construction starting, while staff still occupied both buildings, Facilities Maintenance staff responded to sanitary sewer backups at Fire Station One. Cameras determined that soil conditions had deteriorated the existing line and broke it in several places due to soil settling. Complete replacement of the line is necessary, and the line needs to be rerouted to a different sanitary sewer manhole to prevent future issues. (\$85,440)

During initial demolition phase of the project, after existing office furniture was removed, Pogue discovered significant settling of more slabs in the Fire Administration building than already identified for structural repair as part of the project. The settling was hidden behind the systems furniture and could not have been discovered during the design process. The repairs will be similar to those identified for the other structural issues and will involve complete replacement of the existing slabs in the office spaces and extensive supporting structural piles to prevent future settling. (\$230,392)

Some fire lane repairs were already identified and included in the original contract, but additional damage resulted from recent freezing weather and needs to be repaired for the fire apparatus to safely drive on to return to the bays. (\$60,869)

After design was complete, the City began an initiative to upgrade all telephone infrastructure to Voice Over Internet Protocol in all City facilities. The Fire Administration and Station One buildings have older cabling that needs to be replaced to meet the new standards. (\$40,879)

Staff and the design consultant have reviewed the proposed changes and recommend approval of the total change order of \$417,580. The work is necessary to provide a safe and functional work space and surrounding area to the facilities.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To ratify an expenditure in the amount of \$63,126 for replacement of a Kubota Tracked Loader from Zimmerer Kubota & Equipment for Fleet Services to be utilized by Municipal Drainage Operations; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	63,126	0	63,126
Encumbered/Expended Amount	0	0	0	0
This Item	0	-63,126	0	-63,126
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund

COMMENTS: This item requests ratification of an expenditure, in the amount of \$63,126, for the purchase of one (1) Kubota Tracked Loader for the unscheduled emergency replacement of a damaged unit in Cost Center 471/Municipal Drainage. Funding is available from savings within the Equipment Replacement Fund balance.

SUMMARY OF ITEM

This is a necessary procurement because of unforeseen damage to public machinery, equipment, or other property. The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(3). (City of Plano Internal

Contract No. 2018-0210-X)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/15/2018	Memo

Date: February 6, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Tracked Loader Purchase Ratification

Fleet Services purchased one (1) Kubota Tracked Loader from Zimmerer Kubota & Equipment, in the amount of \$63,125.84.

This unit was an unforeseen, unscheduled, emergency replacement for Unit 12501 in Cost Center 471 Municipal Drainage Operations. Due to operational demands, this equipment was purchased on January 19, 2018. The current unit had an engine failure and hydraulic drive component failure with an estimated repair cost of \$18,000.

Fleet staff shopped multiple vendors and found that Zimmerer Kubota & Equipment had the necessary equipment available for immediate delivery.

The purchase of a Kubota Tracked Loader for Cost Center 471 Municipal Drainage Operations was necessary for the following reasons:

1. This unit is used to perform repair and maintenance of the drainage system within the City of Plano to control flooding and erosion.
2. In addition, there are safety concerns associated with the continued use of the older aging equipment, and the cost to perform the repair needed to put this unit back in service would far exceed the value of the asset. Fleet proceeded with the unforeseen replacement of the unit. Not purchasing this unit would have delayed response times and would negatively impact the drainage operation.

Fleet Services requests ratification of the expenditure of \$63,125.84 which was necessary due to unforeseen damage.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure for design services to prepare plans and specifications for Stoney Hollow Park Improvements, Project No. 6963, in the amount of \$67,000 from Pacheco Koch Consulting Engineers, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,112,390	4,801,148	0	5,913,538
Encumbered/Expended Amount	-1,112,390	-1,781,140	0	-2,893,530
This Item	0	-67,000	0	-67,000
Balance	0	2,953,008	0	2,953,008

FUND(S): Park Improvements CIP

COMMENTS:

Funding for this item is available in the 2017-18 Park Improvements CIP. Design services for the Stoney Hollow Park Improvements project, in the amount of \$67,000, will leave a balance of \$2,953,008 available for future expenditures on this or other park improvement projects.

SUMMARY OF ITEM

The Stoney Hollow Park improvements project will provide professional engineering and landscape architectural services for improvements to the park including spillway repair with additional grading on the pond dam, a walking path around the pond, lighting and site amenities such as benches, litter bins, and tree

planting and irrigation.

Pacheco Koch Consulting Engineers, Inc. is on the 2017-19 list of qualified consultants for the Community Investment Program park and landscape design (RFQ 2017-0281-X). The total contract fee is \$67,000, which provides basic services such as data acquisition, horizontal and vertical control, topographic design survey, water rights investigation, and construction plans such as demolition, erosion control, grading and drainage, layout, electrical, planting, irrigation, and construction details. The total fee is 8.3% of the total estimated construction budget of \$800,000, which is consistent with other parks and engineering projects of this size and scope.

Strategic Plan Goal:

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

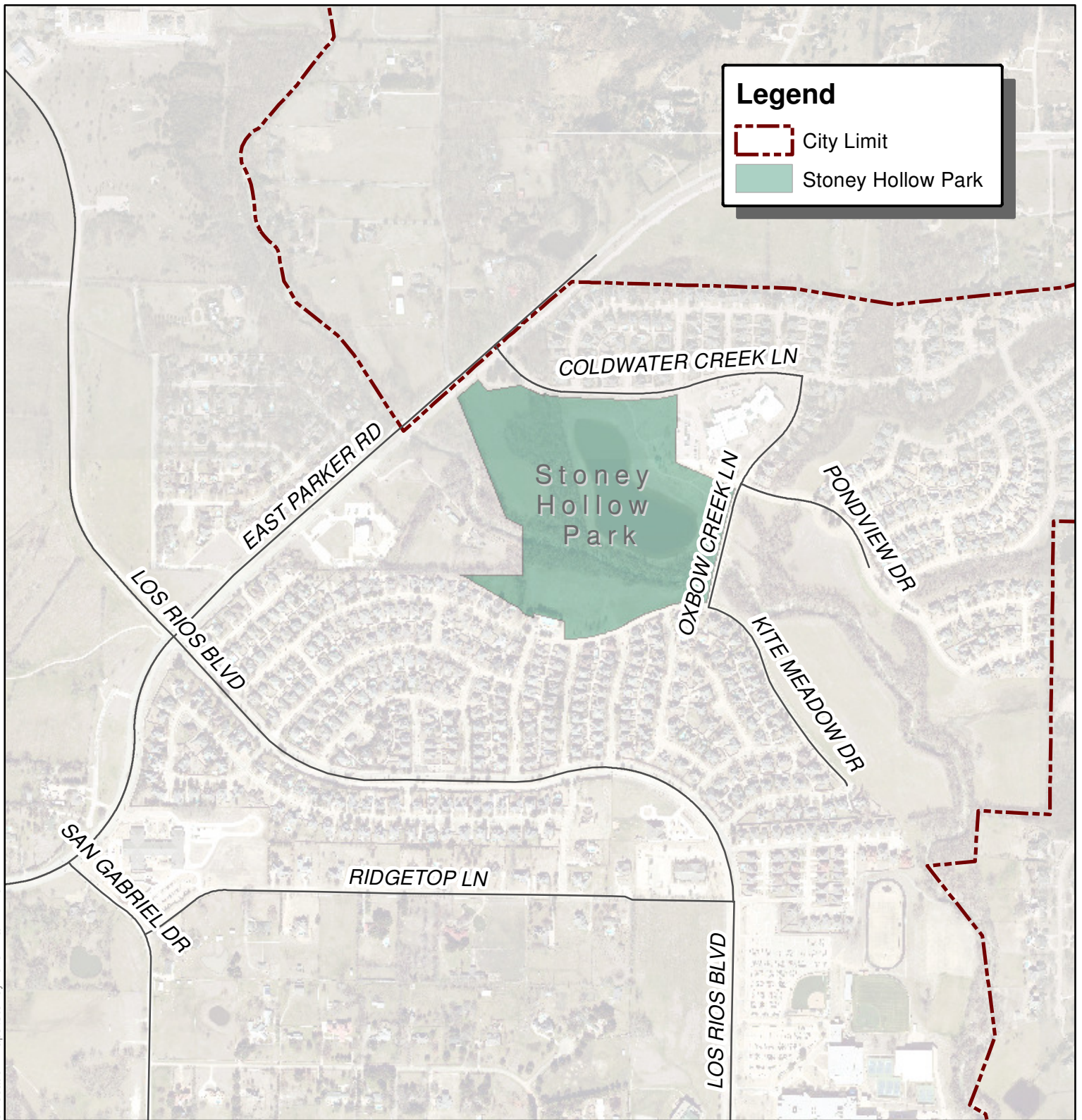
Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment



ATTACHMENTS:

Description	Upload Date	Type
Location Map	2/8/2018	Map

T:\B 12/19/2017 L:\worduser\Median & ROWs\MXD\Location Maps\StoneyHollowPark.mxd



Legend

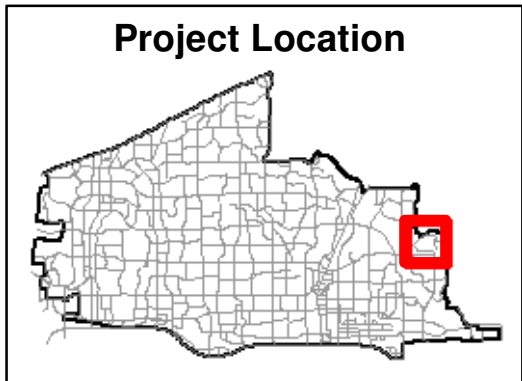
-  City Limit
-  Stoney Hollow Park


0 500 1,000
Feet


**Stoney Hollow Park
Improvements**
Project number: 6963

City of Plano Park Planning Division
12/19/2017

**4030 Coldwater Creek Ln.
Plano, TX 75074**





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an expenditure for the design and construction administration for the High Point North Maintenance Facility in the amount of \$780,880 from Huitt-Zollars, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18 to 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	700,000	5,800,000	6,500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-600,000	-180,880	-780,880
Balance	0	100,000	5,619,120	5,719,120

FUND(S): Park Improvements CIP

COMMENTS: Funding for this item is included in the 2017-18 Park Improvements CIP and planned for future years. Design and construction administration services for the High Point North Maintenance Facility project, in the amount of \$780,880, will leave a total project balance of \$5,719,120 available for future construction and other project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:


Built Environment, Social Environment


ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/9/2018	Memo
Location Map	2/8/2018	Map

Date: February 8, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, Director of Engineering 

From: Jim Razinha, Facilities Division Manager 

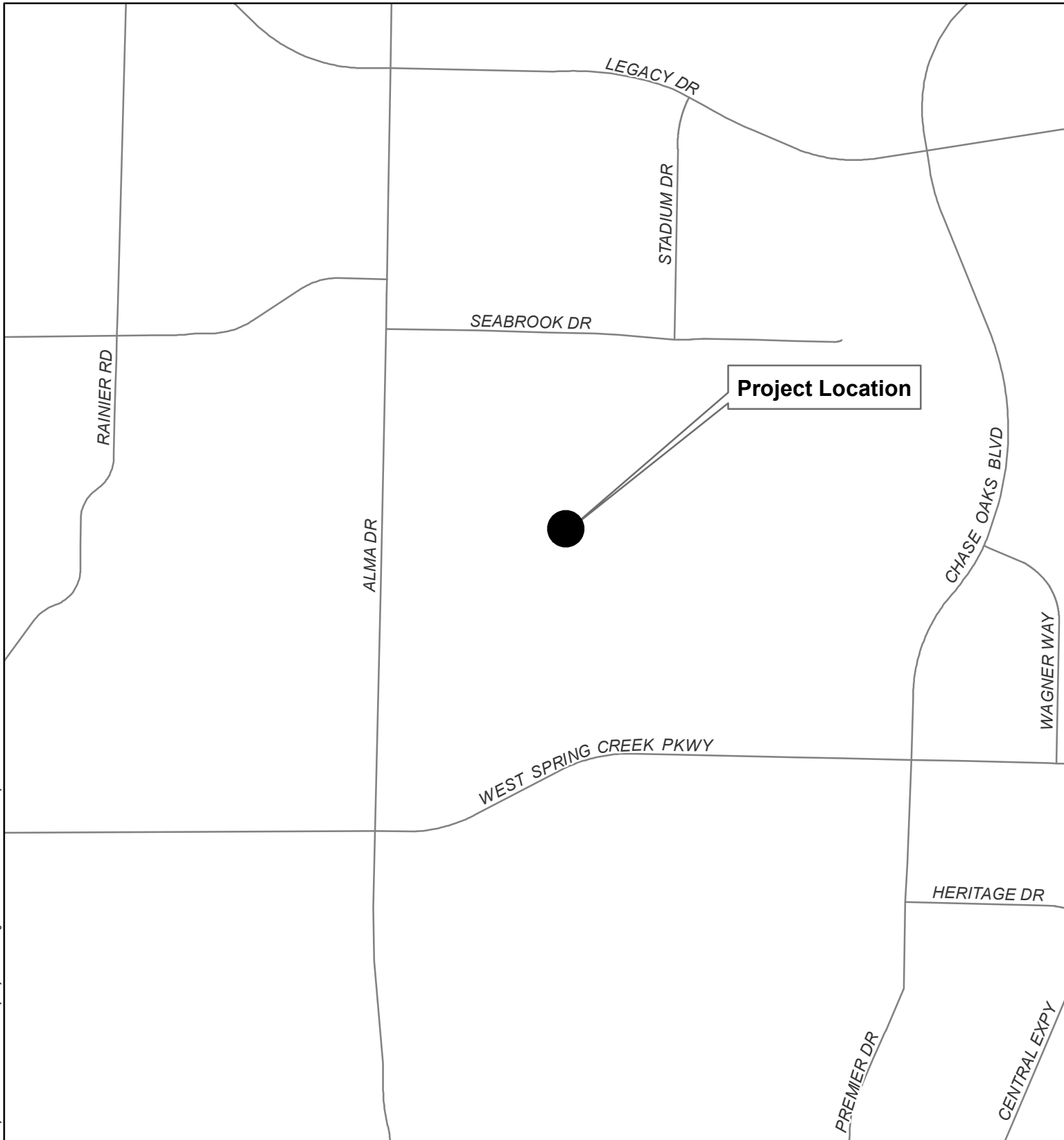
Subject: Design Services High Point North Maintenance Facility

Through a Request for Qualifications process, the City received qualifications from thirteen (13) firms for the subject project. The Evaluation Team consisted of Parks and Recreation Department and Facilities staff. The Team requested the four top-scoring firms be interviewed and that the interviewed firms:

1. Describe their approach to the project.
2. Elaborate on their CMAR experience with respect to the design process.
3. Discuss their firm's approach to design, elaborating how they would approach this specific project.
4. Discuss their firm's experience with project delivery methods and elaborate on what their firm would prefer for this project.

The Team interviewed the top four firms, scoring the presentations, and recommended that the City enter into negotiations for design services with Huitt-Zollars, Inc.

City staff negotiated with Huitt-Zollars on scope of services and fees for the design of the High Point North Maintenance Facility and recommend entering into an agreement for the amount of \$780,880 for the design and construction administration of the \$6.5 million facility. Staff recommends Council approval of this expenditure because it will begin the design process for a project approved by the citizens in the 2017 Bond Election.



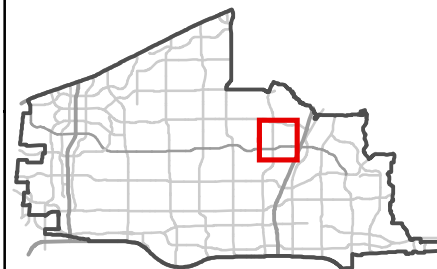
0 300 600
Feet



High Point North Maintenance Facility

Project 6972

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Jennifer Morvant

CAPTION

To approve a Professional Service Agreement between the City of Plano, Texas, and the VWait Group, a limited liability company, to conduct and manage the Plano Families First Program 2018; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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 direct financial impact to the City of Plano, as the compensation outlined in the Professional Services Agreement is contingent upon sufficient fundraising and sponsorship activities being completed and deposited into the Plano Improvement Corporation.

SUMMARY OF ITEM

Approval of a Professional Service Agreement for management of the Plano Families First Program 2018.

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/20/2018	Memo
Agreement	2/21/2018	Agreement
Exhibits to Agreement	2/22/2018	Exhibit

Date: February 26, 2018

To: Bruce Glasscock, City Manager

From: Brandi Youngkin, Director of Policy and Government Relations

Subject: Approval of Professional Services Agreement between the City of Plano and the VWait Group, LLC, to conduct and manage the Plano Families First Program 2018; and authorizing the City Manager to execute all necessary documents.

VWait Group, LLC, will develop and produce the Plano Families First Program 2018 on behalf of the City of Plano and the Plano Improvement Corporation. VWait Group, LLC, will be responsible for the following:

- Managing sponsorship and fundraising
- Financial management
- Securing corporate and nonprofit partnerships
- Overseeing marketing and public relations activities
- Overseeing volunteer recruitment and management
- Developing an exhibitor/vendor program
- Planning, scheduling and coordinating event entertainment
- Producing the 2018 Plano Families First event day

The first-ever Plano Families First event is a family-friendly, fall fair showcasing health, fitness, nutrition and education along with a variety of job opportunities and other social services designed to benefit the family. The goal of the event is to provide adults and their children with a fun-packed day while highlighting resources considered critical to the wellbeing and success of the family. This event is free and open to all Plano families.

City of Plano Fire-Rescue, Police, Library and Parks & Recreation will also be on site. As a program partner, Plano ISD will provide activities and information focusing on early childhood education, family literacy, economic assistance plus other programming services.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
VWAIT GROUP, LLC**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and **VWait Group, LLC**, a Texas limited liability company, whose address is 5920 New Haven Drive, Plano, Texas 75093, hereinafter referred to as "Professional" to be effective as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of Professional to conduct and manage the Plano Families First Program 2018 ("PFFP") and provide related services to the City, hereinafter referred to as the "Project"; and

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

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

I. ENGAGEMENT

The City hereby agrees to retain Professional to perform services in connection with the management of the PFFP and Professional represents it has the experience, skill, and resources to fully and adequately manage the PFFP in accordance with the expectations provided by the City and Professional's recommended practices and agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES/SCHEDULE OF WORK

The parties agree that Professional shall perform such services in accordance with the City of Plano General Terms and Conditions, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and Professional's Proposal, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**. The parties understand and agree that deviations or modifications to **Exhibit "B"** may be authorized from time to time by the City, but said authorization must be made in writing.

Professional shall comply with all applicable laws, standards and rules for managing the PFFP. Professional agrees to use best practices in its industry in fulfilling its duties under this Agreement.

Professional agrees that Professional is solely responsible to raise at least **FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00)** as per the criteria and processes described in **Exhibit "B"**. Professional agrees that the total amount raised for the Project must be received and have priority over the agreed upon compensation amount identified in paragraph **III. COSTS OF SERVICES AND COMPENSATION** set forth herein.

Professional agrees to deposit funds raised for the PFFP into the Plano Improvement Corporation ("PIC"). A balance of at least FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) must remain in the agreed upon account at all times.

III. COSTS OF SERVICE AND COMPENSATION

Total annual compensation for Professional's work on Project under this Agreement shall not exceed the sum of **FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00)**.

Out-of-pocket and Project-related direct expenses will be invoiced separately on a monthly basis, as incurred. Out-of-pocket expenses for this Project include, but is not limited to, printing, copying, postage, mileage, delivery fees. Said out-of-pocket expenses shall be reimbursed according to City's travel policy a copy of which is attached hereto and incorporated herein as **Exhibit "C"**.

Payments hereunder shall be made to Professional following City's acceptance of the work and within thirty (30) days of receiving Professional's invoice for the products and services delivered.

Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

IV. TERM OF AGREEMENT

The term of this Agreement shall begin on the effective date hereof and end on December 31, 2018; provided however, that the City shall have the right and option to extend the term hereof by up to one additional twelve (12) month period by giving written notice to Professional to extend the term hereof, such notice to be given not more than thirty (30) days prior to the expiration of the initial term or the immediately preceding term.

V. INSURANCE

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

VI. INDEMNIFICATION

PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, INCLUDING THE PLANO IMPROVEMENT CORPORATION ("PIC") AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY

PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, INCLUDING THE PLANO IMPROVEMENT CORPORATION ("PIC") AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VII. INDEPENDENT CONTRACTOR

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

VIII. ASSIGNMENT AND SUBLETTING

Professional agrees that this Agreement and the services to be performed hereunder will not be assigned or sublet without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. PROHIBITED INTEREST

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

XI. CONTRACT TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to Professional with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

In the event of such termination, Professional shall cease all work and deliver to City all finished or unfinished documents, data, reports, videos, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any and all work performed in accordance with the provisions of this Agreement prior to notice of termination.

XII. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City for the fees specified herein.

XIII. CONFIDENTIALITY

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share confidential and/or proprietary information or matter with Professional. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information except as necessary to fulfill its obligations under this

Agreement. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

Any information, communications and/or documents exchanged by and between Professional and City pursuant to this Contract will remain and be kept confidential by Professional. Professional may not disclose, without City's written permission, any such information, communications and/or documents to any person, or use such information, communications and/or documents for any purpose other than performing its obligation under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

XIV. COMPLETE AGREEMENT/PRIORITY OF DOCUMENTS

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

These documents make up the Agreement documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of this Agreement and accompanying Exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this written Agreement then to the Agreement Exhibits. These documents shall be referred to collectively as "Agreement Documents."

XV. MAILING OF NOTICES

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

City of Plano, Texas
Attn: Office of Government Relations
P.O. Box 860358
Plano, TX 75086-0358

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

VWait Group, LLC
Attn: Vicki Wait
5920 New Haven Drive
Plano, Texas 75093

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

XVI. MISCELLANEOUS

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Authority to Sign:

By their signature below, the parties represent that they are authorized to execute this Agreement and bind their respective entities to the same.

G. Effective Date:

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

SIGNED on the date indicated below.

VWAIT GROUP, LLC

Date: _____

By: _____
Vicki Wait
PRESIDENT AND MANAGING MEMBER

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018 by **VICKI WAIT**, President and Managing Member of **VWAIT GROUP, LLC**, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

CITY OF PLANO GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY); TAKING EXCEPTION TO THESE TERMS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the Contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Contractor will, at Contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** Price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the Contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** The City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** All orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage. In instances where City discovers concealed damage to property and such property will require shipment back to Contractor, Contractor shall be solely responsible for shipping fees.
13. **DELIVERY TIMES & INSTALLATION:** Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.

CITY OF PLANO
GENERAL TERMS AND CONDITIONS

14. **DELIVERY PROMISE – PENALTIES**: Default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting Contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT**: In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES**: Invoices must be submitted by the Contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS**: Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor payment will be processed for items or services delivered.
18. **PATENT RIGHTS**: The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING**: The Contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT**: Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
21. **AUDIT**: The City of Plano reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
22. **INSURANCE**: The City requires Contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS**: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION**: Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain

CITY OF PLANO GENERAL TERMS AND CONDITIONS

counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for City the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant City a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

25. **TERMINATION:** City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Agreement, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
26. **TERMINATION FOR DEFAULT:** The City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another Contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
27. **REMEDIES:** The Contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

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

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

CITY OF PLANO GENERAL TERMS AND CONDITIONS

would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or

- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection; for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (j) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (k) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (l) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** Section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a Contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the Contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

- i. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The Contractor warrants that Contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

32. **STATUTORY CONTRACTING REQUIREMENTS:**

A. As required per Texas Government Code Section 2270.001, the Contractor certifies the following:

- i. Company does not boycott Israel;
- ii. Company will not boycott Israel during the term of the contract.

Proposal | Plano Families First Event 2018

The VWait Group is pleased to submit this proposal to develop and produce the new Plano Families First Program on behalf of the City of Plano and the Plano Improvement Corporation. This proposal includes developing the program concept; managing sponsorship and fundraising; providing program financial management; securing corporate and nonprofit partnerships; providing budgeting and fiscal management; overseeing marketing and public relations activities; overseeing volunteer recruitment and management; developing an exhibitor/vendor program; planning, scheduling and coordinating event entertainment; and, producing the 2018 Plano Families First event day.

I. Program Concept, Goals and Strategy

- Meet with Mayor's office to determine PFF event concept and programming details for 2018.
- Set and meet goals in terms of corporate/nonprofit participation in PFF Event.
- Develop overall budget and time-line as well as set important deadlines for program.
- Determine company sponsorship and underwriting pricing options for 2018 program.
- Maximize existing partnerships and relationships; and, research and develop potential new partnerships with corporations and organizations.

II. Sponsorship and Fundraising

- Set fundraising goals in coordination with Mayor's office. Plan and execute fundraising strategy and time-line.
- Create sponsorship packages for cash, media and in-kind sponsors.
- Develop a master list of businesses, organizations and individuals to approach for sponsorship.
- Set-up conference calls and/or meetings with target companies.
- Coordinate all sponsor meetings and mailings.
- Prepare all required grant applications/follow-up summaries required by sponsors.
- Handle all sponsor fulfillment and relationship building.
- Develop and keep master list of program donors and sponsors.

III. Fiduciary Management

- Responsible for overseeing the program's contributions, budget and cash flow.
Handle invoicing of program sponsors.
- Receive and/or track all contributions; send contributions to PIC.
- Develop overall budget for program.
- Negotiate all vendor contracts; secure W9's and needed back up for payment.
- Responsible for sending invoices to sponsors and intern companies and collecting on financial commitments.

IV. Marketing, Public Relations and Media Outreach

- Design and print marketing materials as needed to promote program and recruit program partners, sponsors, exhibitors/vendors and volunteers.
- Design and print marketing materials as needed to promote program to school district and other social agencies.
- Oversee design and content for program website.
- Handle media coverage of program, including all event specific media outreach for Kick-off Press Conference and PFF Event.
 - Create and distribute all media calendar releases, press advisories and releases in coordination with the City of Plano Communications Department.
- Arrange for a photographer for event and kick-off. Coordinate shots to be taken; and, maintain photography files on behalf of client.

V. Plano Families First Event Volunteers, Entertainment, Logistics

- Select event date and secure desired venue.
- Provide overall management of the event, including handling on-site logistics.
- Responsible for recruiting volunteers and staff needed for event. Assistance requested from City of Plano Volunteer site when appropriate.
- Oversee entire event including all on-site logistics, check-in of vendors, set-up, take-down.
- Recruit, schedule and coordinate entertainment, including vocal, dance, games and other activities including sports organizations' community outreach activities, including mascots, displays, interactive activities.

Contract Terms |

VWait Group will be responsible for executing the tasks listed above and will charge a monthly retainer fee. The total fee for our services would be \$42,000 with the first payment due on March 1, 2018 and the last payment due NLT December 1, 2018. VWait Group will be reimbursed for all out of pocket expenses, including printing, copying, postage, mileage, delivery fees, etc. as allowed per the City's policies.

EXHIBIT A		
2018 PLANO FAMILY EVENT TASKS	TIMELINE	COMPLETED
Programming/Event Concept/Branding		
Develop Event Concept		√
Draft Preliminary Budget for Event		√
Event Management Proposal/Contract	2/1/2018	
Begin Conversation with Plano ISD re. Program/Need	November 3 Meeting Set with Dr. Binggeli and Missy Bender	√
Secure Venue for October Event/October 6	Plano Centre Hold	
Meeting with City Marketing Team to Discuss Branding		√
Program Approvals by City Council/City Staff, including budget, city participation, in kind donations of event venue/public relations consultant, security/police, etc.	2/1/2018	
Develop Logo Design	January	√
Develop Media/Marketing Plan (including announcement event)	2/1/2018	
Health & Fitness Initiative		
Secure Wellness Screenings	March, April, May	
Secure Essilor Eyeglass Screenings/Eyeglass	March, April, May	
National Kidney Foundation	March, April, May	
Fitness Testing - Parks & Rec	March, April, May	
Secure Sports Organization Involvement, i.e. Cowboys, Mavericks, FC Dallas, Rough Riders, Dallas Stars	March, April, May	
Begin Conversations with Children's, Baylor, Medical City re. involvement & screenings	March, April, May	
Research other health/wellness/nutrition vendors and exhibitors	March	
Research and secure other fitness activities	March	
Research and secure other healthy living activities	March	
Begin discussion with North Texas Food Bank	February	
Educational Initiative Programming		
Research Plano ISD Programs to Promote	February	
Invitation to Faith Based Community & Social Services to Participate with School Supply Initiative	March, April, May	
Develop plan with Plano Library System	March, April, May	

Begin partnership with Half Price Books for free book giveaway	March, April, May	
Prepare Internship Program Booth	May, June, July	
City Services Initiatives		
Develop list and coordinate communication with potential City Departments to participate	March, April, May	
Job Fair Initiatives		
Target list of companies to participate	January, February	
Develop email to potential participants for seasonal hiring initiatives and/or recruitment	January	
Sponsorship Development		
Create "one pager" on event		√
Develop sponsorship levels/Sponsorship Package	January	
Target companies for sponsorship	January	
Develop sponsorship plan/outreach	January	
Prepare Mayor letter requesting support	January	
Create an overall "Mayor's Initiatives Piece" highlighting this program along with internship & feeding program	January	
Exhibitor/Vendor Logistics		
Prepare exhibitor/vendor packet	January	
Develop exhibitor/vendor master contact list	January	
Strategy for Exhibitor Marketing	January	
Research pricing of booths for vendors	January	
Online payment system for exhibitors/partners	January, February	
Create Event Map with listing of activities, partners & exhibitors	March, April, May	
Finalize all move-in instructions for partners & exhibitors	May, June, July	
Volunteer Development		
Compile Volunteer Asks, Volunteer Partners, etc.	March, April, May	
Work with City to secure volunteers	May, June, July	
Plan for volunteer recruitment within community based organizations and corporations	May, June, July	
Develop list of in-kind needs for volunteer food, t shirts, etc.	May, June, July	
Process for volunteer background checks	May, June, July	

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

I. Purpose

The Purpose of this Procedure is to establish rules and regulations for all employee expense reimbursement, including travel and training arrangements and the timely reporting and requesting of reimbursements of the related expenses in the course of conducting City business. All business travel, training, conferences and related expenses incurred by employees must be authorized by the appropriate Deputy City Manager or designated Department/Division Head.

II. Policy

This policy provides general rules that are applicable for employees traveling on city business. Department Directors may impose additional as well as more restrictive rules for their employees as long as the rules are in writing, distributed and written acknowledgement to all members of the department and have been approved by the Deputy City Manager.

III. Definitions

Advance - A request by the employee to receive cash for any out-of-pocket City business-related expenses prior to the meeting, conference, etc.

Allowable Expenses - Those out-of-pocket expenses necessary to conduct City business or participate in professional development or training and which would not otherwise be incurred by the employee.

Expense Report - The form used by employees to report City business expenses and request reimbursement. Any expense reimbursement to an employee must be submitted through an expense report.

Training - Costs associated with attending functions, which include the instruction of techniques and methods in a specific area of City operation and intended to immediately increase the skill and knowledge of the employee in the performance of his/her job. This includes seminars or conferences which present structured periods of specific training on a City-related function.

Travel/Professional Development - All travel associated with attending professional meetings, seminars, conferences, where the primary goal is to share general information and provide a forum for communication, and annual conferences of professional organizations or related Board.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

IV. Travel/Training

A. Authorization for travel/training should be given for all / any the following reasons:

1. There is substantial benefit to the City.
2. The employee attending has the desire and ability to utilize the information by promoting organizational goals and objectives.
3. The employee selected has the ability to make productive use of the information obtained.
4. The Department is going to utilize that individual in the dissemination and sharing of information obtained through attendance at the training or conference sessions.
5. The employee's job specifically relates to the professional field the conference addresses.

B. Local/Regional

Every effort should be made to use local and regional sites for business training and conferences due to their corresponding lower cost impact on the City.

C. Intrastate Travel or Within 500 Miles of Plano

Intrastate travel should be more closely scrutinized with the investment of funds only being authorized for those training sessions and for the attending individual who will contribute to the efficient operation of the organization.

D. Out-of-State Travel or More than 500 Miles from Plano

Out-of-state travel represents the most significant cost to the City; therefore, the greatest care should be exercised when authorizing travel to events outside of the State. Only those individuals who demonstrate their dedication to the goals and objectives of the Department should be considered for approval. Authorization should only be given to individuals who demonstrate a desire and ability to represent the City through their professional field.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

E. Travel/Training Outside the Continental United States or Canada

All travel or training outside the Continental U.S. or Canada requires specific approval from the City Manager or Deputy City Manager.

V. Accountability for Travel Expenses

- A. Department Heads are responsible for assuring that travel/training costs, including personnel time and actual direct costs, are evaluated as to be practical and economical for each situation. All expense reports must be accompanied by receipts. Mileage should be documented on an expense report mileage form. Per diem food allowance should be documented on an expense report worksheet form. If meals are provided at a conference or training, no food reimbursement is allowed for those meals offered. The conference agenda/schedule must be included.
- B. Costs for family members/personal vacation are not reimbursable.
- C. Reimbursement for driving mileage and associated fees shall not exceed coach airfare and ground transportation costs that would typically be incurred with travel unless approved by the Deputy City Manager due to mitigating circumstances. For example, if the total cost of mileage, hotel parking, convention parking and applicable tolls would be \$200 and the total cost of coach airfare, approved airport parking and reasonable taxi/shuttle service would be \$150, the amount eligible for reimbursement would be \$150. Provide verification supporting the choice of transportation.
- D. Attendance of business meetings, training sessions and conferences will be planned and budgeted each fiscal year. Annual budget authorization is only intended to be preliminary approval for related business travel or training.
- E. If during the budget process the Department is unable to specify some of the various conferences, training sessions, or business meetings to be attended during the year, then a lump sum can be allocated for these types of events. The lump sum until exceeded, will serve as the official authorization for such activities. After the lump sum amount is exceeded, any such event shall be treated as unbudgeted.
- F. Department Heads should establish policies in their respective Departments to determine whether the travel or training investment is justified.

CITY OF PLANO POLICIES AND PROCEDURES

320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

VI. Advances

- A. All advances must be greater than \$100.00 and should be requested on a Check Request Form. Advances should not be requested for registration fees, airline tickets, hotel/motel reservations, etc., as these should be directly charged to the City. Advances should not be requested for more than the anticipated out-of-pocket allowable expenses the employee expects to incur. The advance request must be signed by the Department Head or next higher level of authority.
- B. The advance request should be submitted to the Accounting Department at least five working days before the funds are needed, to allow time for processing.
- C. An expense report and expense worksheet documenting use of the advance must be turned into Accounting within ten working days at the conclusion of the event. Additionally, unused advances must be returned to Accounting with the expense report within ten working days after the event. (Do not send cash through interoffice mail.)
- D. Accounting will report on a monthly basis all delinquent advances to the employee and/or Department Head.

VII. Transportation

When attending conferences, seminars and professional meetings, employees are expected to choose the most economical means of travel available.

- A. City Vehicle - City-owned vehicles are to be used when practical and available. A vehicle request should be directed to the City's Fleet Manager and will only be approved if a suitable vehicle is available. An employee using City-owned vehicles may obtain a gasoline credit card from the Accounting Department.
- B. Air Travel- All air travel tickets should be purchased for the most economical fare available. Round trip tickets should be purchased when practical. In all cases, airline reservations should be made as far in advance as possible in order to receive airline discounts. Receipts are required for reimbursement.
 - 1. The City will reimburse one checked bag for each way of travel.
 - 2. Overweight baggage charge is not a reimbursement.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

3. Express check-in or early boarding charges are not a reimbursement.
4. Flight Insurance is not a reimbursement.
5. First class/business class seats are not reimbursable.
6. Additional cost for premium seating is not reimbursable.

Air travel should be pre-paid whenever possible. All airline reservations should be made through the most economical means of procurement.

- C. Extended Travel Time: The Deputy City Manager or Department Head is authorized to approve extended travel time and will determine if this travel time is beneficial to the City. Employees who extend their travel arrangements to qualify for reduced airfares will be reimbursed for additional meals, lodging, rental cars, parking, etc. only if the following conditions are met:
1. The combined cost of the additional expense and discount airfare is less than the non-discounted airfare, which would have been purchased under the same conditions and/or restrictions (i.e. 30 days in advance) and related costs, and;
 2. Regardless if additional travel time is approved by the Deputy City Manager or Department Head, reimbursement for expenses will end at the conclusion of the conference. In instances where the scheduled completion of the conference, meeting, training, etc. is after 6:00 p.m., the City will reimburse for the night of the day the conference ends with approval of the Department Head.
- D. Taxi Service - Employees should make every attempt to use shuttles or hotel limousine service in the course of out-of-town City business. If these options are not available or convenient, taxi service is allowed and is reimbursable. Submit receipts for taxi service along with the expense report. At all times, the most reasonable and economical mode of transportation should be utilized.
- E. Car Rental - Rental of a mid-size vehicle is only allowable when travel at the point of destination for City business purposes is extensive and it would be more cost effective to rent a car than to use a taxi or shuttle service. When more than two City employees are traveling together, a full-size car may be rented. When more than three City employees are traveling together, a mini-van or sport utility vehicle may be rented. In the event car rental and related fuel expenses are incurred, the employee must attach the paid receipts to the

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

expense report. An employee must decline the liability/collision damage waiver offered on the rental contract, as this coverage is already provided through the City. An employee must also decline the prepaid fuel option, as this total cost is typically much higher than self-fuel rates and will not be reimbursed. Toll options are also to be declined.

If car rental is required, the employee must obtain approval from the Department Head in advance for car rental.

- F. Mileage – The City will pay mileage from the Municipal Center to other required destinations or will provide arranged transportation (example: City vehicle). If the Department Head/Manager/Supervisor requires an employee to use a City vehicle and the employee chooses not to use the arranged transportation, mileage will not be reimbursed for use of the employee's personal automobile.

Car Allowance Auto – Car allowances are provided to individuals in lieu of separately tracking mileage. Employees who receive monthly car allowances (Executives/Department Heads, select Civil Service Management Positions, and Field Personnel) are not entitled to receive personal car mileage reimbursement except on City-authorized travel beyond the DFW Metroplex and when the cost of air travel is greater than the mileage reimbursement. (DFW Metroplex is defined as Collin, Dallas, Denton and Tarrant Counties)

Positions with a salary that includes auto allowance are eligible for mileage reimbursement when documentation indicates the annual miles driven amount exceeds the annual auto allowance amount that is included in the salary. City-authorized overnight travel beyond the DFW Metroplex is eligible for mileage reimbursement. When determining the most economical means of travel, please refer to Section V. Accountability for Travel Expenses in this policy.

An employee with an auto allowance or an employee with a salary that includes auto allowance may only use a City vehicle when travel is beyond the DFW Metroplex.

Personal Auto - If it is necessary for an employee who does not receive a car allowance, or who does not have their car allowance rolled into their base salary, to use his personal automobile, mileage will be reimbursed.

Any exceptions to the above, such as in an emergency situation, must be specifically approved by the Deputy City Manager.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

1. Mileage reimbursement will not be provided for home to work travel unless the employee is covered under #3 below.
2. Mileage for training, court or business meetings to/from home is not reimbursed unless the destination is beyond a 50 mile radius of the Municipal Center and/or regular duty station. Reimbursement will be in excess of 50 miles.
3. Mileage for employees' assigned "on-call" status to/from home is authorized reimbursement authorized by the Department Head/Manager.
4. When a Department Head defines the destination as the employees' duty station for reporting purposes mileage reimbursement is not authorized unless mileage is beyond 50 miles radius of the Municipal Center and/or regular duty station. Reimbursement will be in excess of 50 miles.
5. Once an employee has reported for work at their regular duty station, any business related travel is eligible for reimbursement. However, it is not necessary to report to the regular duty station first in the event a meeting/training is scheduled at a time that coincides with regularly scheduled hours. Mileage reimbursement is for the lesser distance between regular duty station and the training/meeting or home and the training/meeting. For example, if training is held in Arlington and the employee lives in McKinney, the amount eligible for reimbursement will be the lesser distance between McKinney and Arlington or regular duty work station and Arlington.
6. Mileage detail (See Section X and Attachment "A") must be submitted with the expense report for mileage reimbursement.
7. The maximum mileage allowed for airport travel is 29.74 miles each way to/from DFW and 20.66 miles each way to/from Love Field. This mileage reflects the distance from the Municipal Center to each airport.
8. If departure round trip mileage and arrival round trip mileage is being claimed for someone to transport the employee to and from the airport, the combined two round trip mileage amounts must not exceed the amount reimbursable if the employee would have driven and parked at the airport.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

VIII. Other Related Expenses

A. Lodging

1. When out-of-town City business requires overnight lodging, an employee is authorized to reserve a conference hotel room or a standard hotel room. Executive rooms, suites or any other upgrades will not be considered reimbursable expenses. Receipts are required for reimbursement.
2. If a hotel room is required for a conference scheduled within the DFW Metroplex, Department Head approval is required.
3. As a general rule, lodging expenses will be allowed the night before the conference or meeting begins. In instances where the scheduled completion of the conference, meeting, etc. is after 6:00 p.m., the City will reimburse for the night of the day the conference/meeting ends.
4. In some instances a reduced airfare can be obtained by "staying over" a specified time. (See Section VII. C. 2)

B. Registration Fees

1. Any basic registration fee associated with attendance at an approved conference, seminar or professional meeting should be charged directly to the City. In a situation when this is not feasible, the expense will be reimbursed to the employee. Receipts are required for reimbursement.
2. Fees for special activities such as golf tournaments, personal sightseeing tours, etc., are not reimbursable expenses.

C. Per Diem Food Allowance

1. While attending any approved out-of-town training, conference or seminar, which is beyond a 50 mile radius of the Municipal Center, an employee may be reimbursed up to \$50.00 per day for the costs of meals, including tips. No receipts are required for this per diem; however, a Department Head may require receipts for any travel expenses including daily food allowances. An employee may be reimbursed up to \$60.00 per

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

day for the costs of meals, including tips with receipts attached. Tips may not exceed 20% of the total bill.

2. Daily per diem calculations are set at a rate of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner. Receipt reimbursable meals are set at a maximum rate of \$12.00 for breakfast, \$18.00 for lunch and \$30.00 for dinner. Conference and training meals paid in advance or as part of the event will be considered a portion of the daily food allowance and will be deducted from the per diem or receipt reimbursement request. If there are dietary restrictions, notify the conference to request an alternative option as reimbursement will not be allowed if the conference meal is not taken. If the conference is unable to accommodate the dietary restrictions, the employee must include with the expense report the communication with the conference stating that the food request cannot be met. Upon completion of the expense report, include the conference agenda/schedule. All receipts should be attached to the employee's expense report. Any amount exceeding these limits will be borne by the employee.

The Expense Report Worksheet must be attached to the submitted Expense Report for payment of per diem food allowance or reimbursement of receipted meals, provided as Attachment "C."

3. The employee is assumed to be on City business beginning the evening before the meeting or seminar, and concluding no later than the evening of the day the meeting or seminar concludes.
4. Where an employee combines business with personal expenses, such as bringing a spouse, or taking a side trip or vacation before, during or after the City business function, the employee must endeavor to keep City business expenses separate and distinct from personal expenses.
5. With prior written approval from a Department Head or Deputy City Manager, meals associated with a business meeting within the DFW Metroplex will be a reimbursable expense upon presentation of receipts.

If lunch is not provided at the business meeting, lunch is not reimbursable unless business is discussed and prior approval received from a Department Head or Deputy City Manager.

Note: As a general rule, meal times are not considered time worked (compensable) unless work is actually being performed. See Procedure

CITY OF PLANO POLICIES AND PROCEDURES

320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

206-8, Meal Periods. Cost for travel meals will be reimbursed when the expense would not normally have been incurred subject to the rules and maximum described here.

6. Business related meal costs may be reimbursable when City employees are required to dine outside the normal work day. This reimbursement is at the discretion of the Department Head and will generally follow per diem rates listed in Paragraph 2 above.
7. Lunch expense is not a reimbursable expense when a City employee, in the course of a workday, takes his/her lunch break in the field. The fact that an employee eats lunch outside of the Plano City Limits does not, in and of itself, constitute an allowable and reimbursable business expense.

D. Tips

Non-food tips are reimbursable expenses, which should be itemized, if not included in receipts used to document other expenses. Tips shall not exceed 20% for taxi service and \$1.00 per bag for porters.

E. Parking Fees / Tolls

Toll fees, airport parking, hotel, and other parking fees are reimbursable expenses. Receipts should be obtained when possible.

1. The maximum toll reimbursement allowed for airport travel each way to/from DFW and each way to/from Love Field is the current ZipCash rate. This rate reflects toll booths passed from the Municipal Center to each airport.
2. The maximum parking reimbursement allowed for airport travel is the current daily rate for express covered parking at DFW and the current daily rate for Garage B parking at Love Field.

F. Miscellaneous Charges

Bar charges, valet services, dry cleaning or laundry, health club or spa, personal telephone and pay TV movies will not be reimbursable expenses. Valet services will be considered reimbursable if the situation is one in which the employee has no other option. For example: a hotel that does not have any other type of parking available and requires the use of a valet service.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

IX. Applicability

- A. Any deviation less stringent from this Procedure must be approved in advance by the appropriate Deputy City Manager. The approved exception must be made in writing and filed with the Accounting Department. All employees have the responsibility to report any abuse and/or misuse of travel funds to appropriate management. Any abuse of travel policies will subject employees to disciplinary action including possible termination.
- B. The Convention and Visitors Bureau employees are subject to a separate policy that serves as a supplement to this policy. Please see Section X for further description.

X. Reporting Expenses and Requesting Reimbursement

- A. Submission for Expense Reimbursement Requests

Expense reports must be turned in within 30 days of the incurred expense.

- B. Car Mileage Reimbursement

Employees are to use the mileage log provided as Attachment "A".

- C. Other Business-Related Expenses

- 1. All other business-related expenses are to be itemized on an Expense Report Form Attachment "B".

XI. Visit Plano and In-Town Events

It is acknowledged that certain business centers within the City of Plano exist to expand the economic base of the city by attracting business and leisure travel and identifying and recruiting companies for relocation. These activities broaden and diversify the tax base, creating employment opportunities that contribute to a high quality of life enjoyed by Plano residents at the lowest possible tax rate. The unique nature of the Visit Plano creates a need for a separate reimbursement policy addressing the specific needs for entertainment of clients and related travel. Travel and business meetings for an individual's professional development or meetings

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

conducted locally with other City of Plano staff will be covered by the City of Plano Policies & Procedures Section 320.000 (COP 320.000).

Visit Plano staff members are required to travel and entertain in order to service the current customer base and to cultivate new business. All staff members are expected to practice high standards of business, personal ethics and integrity. City funds will not be used to defray personal expenses for illegal activity, or for unapproved business. Staff members are prohibited from patronizing or in any way soliciting sexually-oriented businesses. Staff members must endeavor to make solid business decisions to determine when it is in the best interest of the City of Plano to invest in client entertainment. Documentation should include information about the purpose of the investment and the potential benefits.

Employees entertaining clients may be reimbursed for reasonable business-related travel and entertainment expenses as outlined in this policy that are incurred for the benefit of the City. Staff members are expected to exercise prudent and fiscally responsible business judgment regarding travel and entertainment expenses. Staff members who submit expenses not in compliance with this policy risk a forfeiture of reimbursement and disciplinary action up to and including termination. This policy does not prohibit limited, responsible consumption of alcoholic beverages (no more than two drinks) or purchase of alcoholic beverages for clients.

Although the primary responsibility for control of expenses lies with each individual, it is the obligation of the Department Director to review and maintain proper control of expense accounts. The use of hotel occupancy tax funds for travel and entertainment expenses must meet the legal requirements for the use of hotel/motel tax in Texas.

A. Meals

1. When meeting with prospective clients, current clients, hotel community, industry peers, or local community constituents and a substantiated business connection occurs during the meal, staff can request reimbursement. Documentation including the date, location, and the purpose of the meeting shall be included when the receipt is turned in for reimbursement. Meals not included in the registration for an event (seminar, meeting, conference, etc.) and that do not require an overnight stay will be at the expense of the staff member.
2. Actual and reasonable expenses for meals will be reimbursed up to \$100 per day, per person when entertaining and conducting business consistent with the organization's mission. Receipts specifying the

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

particular meal function (i.e. breakfast, snacks, lunch, dinner, etc.) shall be submitted with the expense report along with a statement describing the business and potential benefits. If no receipt is available, the per diem reimbursement as outlined in COP 320.000 will apply. Reimbursement for client meals will also be available at \$100 per person, per day with a maximum of five clients per staff member. If entertaining more than five clients, Deputy City Manager approval should be obtained in advance. Efforts should be made to manage costs for entertainment by taking clients to restaurants that comply with the policy as noted in Section XI.A.2. When the business opportunity necessitates an expenditure exceeding \$100, Deputy City Manager approval should be obtained.

B. Tips and Gratuities

1. Tips to a hotel bellman, doorman, concierge, etc. for package deliveries are reimbursable expenses.
2. Reimbursement for gratuities over \$25 paid to bus drivers, suite attendants, etc. require a receipt signed by the driver/attendant.

C. Transportation

All transportation reimbursements will fall under the City of Plano Policy and Procedure 320.000. It is noted that employees traveling on business may be transporting additional luggage and supplies for shows. The cost for additional suitcases/baggage is an allowable expense, although judgment should be used to minimize this impact through proper planning; this includes the surcharges airlines have implemented for checked luggage, including a second checked bag. If overnight delivery of luggage (via Fed Ex, UPS, etc.) is cost-effective for a particular trip, this is an allowable expense.

D. Entertainment

1. Entertainment of clients is acceptable when business is the primary purpose and the goals of the City are enhanced by the expense. Clients include: prospective clients, current clients, hotel community, industry peers, industry suppliers who provide mutual business development exchanges, community constituents, company leadership teams, and relocation specialists. Employees shall complete a form that clearly demonstrates the relationship and potential business benefits that are sought through this entertainment as part of the expense report.

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

2. Entertainment receipts shall be submitted to the Accounting Department within 30 days of travel or risk forfeiture of reimbursement. Failure to turn in receipts could also lead to disciplinary action as outlined in the Human Resources Policies and Procedures section 216. Client name(s), company, date and location of entertainment, and the nature of the business discussion or activity shall be detailed with each receipt when turned in for reimbursement.
3. Expenses for entertainment at a staff member's private residence will not be reimbursed.
4. Sexually-oriented entertainment is strictly prohibited.
5. Entertainment involves staff members and client(s). If the client brings a guest or spouse, staff may also do so. If the client does not have a guest, staff shall obtain Deputy City Manager approval to bring a guest. If the client was expected to bring a guest, and the guest is a late cancellation, the staff member may still bring a guest, but the cancellation should be noted on the receipt. The Deputy City Manager's approval must be noted on any receipt involving staff guests.
6. The Visit Plano Fund will pay for mulligans purchased for clients and staff when playing golf in a Visit Plano-hosted event or to support any industry associated event. If a prize is won by staff at any sponsorship event because of a Visit Plano-purchase, the prize will become the property of Visit Plano. It is the responsibility of the employee to report any personal gains to the Internal Revenue Service, and to report any company gains to Visit Plano.
7. Entertainment reimbursements may include food, drinks, and event tickets. Events with a ticket price exceeding \$50 require Deputy City Manager approval for reimbursement.

E. Miscellaneous

1. Purchases of items for clients such as cookies, pastries, flowers, gift baskets or gift cards costing \$50 or less are allowed. This may include purchases for occasions such as birthdays, weddings, birth of a child, retirement, sympathy, door prizes, trade show drawings, etc. Documentation shall include the name of the client(s) and purpose for

CITY OF PLANO POLICIES AND PROCEDURES
320.000

Department Name: Accounting/Finance
Procedure: Travel and Expense Reimbursement

Effective Date: 7/25/2001

Revision Date(s): 7/25/2001, 9/30/2006, 6/13/2008, 12/30/08, 9/30/09, 3/31/10,
9/30/10, 12/31/2010, 6/30/2011, 3/31/2012, 6/30/2012, 3/31/2013,
7/1/13, 10/1/13, 1/1/15, 6/1/15, 1/1/16

giving the item to the client(s). Purchases exceeding \$50 require advance approval from the Deputy City Manager.

XII. FORMS

- A. Personal Auto Mileage Log
- B. Expense Report & Request for Reimbursement
- C. Expense Report Worksheet
- D. Council Member Report and Request for Reimbursement
- E. Request for Extended Time Travel

PERSONAL AUTO MILEAGE LOG

MONTH/YEAR

[illegible]

Attachment "B"
City of Plano
EXPENSE REPORT & REQUEST FOR REIMBURSEMENT

Date Submitted: _____		Check Request # _____
Employee Name _____		Vendor # _____
Employee ID# _____	Title _____	Department _____
Purpose of Trip/Expense _____		Destination _____
Departure Date & Time _____		Return Date & Time _____
Budget Codes _____		

ITEMIZED EXPENSES

Incorrect completion of form may result in return to employee and delay of reimbursement.
 Completed Expense Report Worksheet must be attached for travel/training food reimbursement.

	Expense Prepaid by City *	Expense Paid by Employee	Total
TRANSPORTATION/TRAVEL			
Commercial air travel/misc. travel	\$0.00	\$0.00	\$ 0.00
Taxi/Shuttle/Car Service	\$0.00	\$0.00	\$ 0.00
Car Rental	\$0.00	\$0.00	\$ 0.00
Personal auto mileage			
0 miles @ \$0.56/mile (please attach)		\$0.00	\$ 0.00
LODGING	\$0.00	\$0.00	\$ 0.00
REGISTRATION FEES	\$0.00	\$0.00	\$ 0.00
FOOD	\$0.00	\$0.00	\$ 0.00
PARKING FEES/TOLLS	\$0.00	\$0.00	\$ 0.00
OTHER (i.e., Baggage & Taxi Tips) specify	\$0.00	\$0.00	\$ 0.00
	\$0.00	\$0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	
		Total Cost of Travel	\$ 0.00

ACCOUNTING USE ONLY

PREPAID CHK #		\$
ADVANCE CHK #		\$
JE #		
P-CARD AMOUNT		

Less amount prepaid by City	\$ 0.00
Balance	\$ 0.00
Less cash advance to Employee	\$0.00
(\$ - Balance due City from Employee) or Balance due Employee	\$0.00

* Prepaid Expenses include amounts charged to a procurement card as well as amounts paid through paid accounts payable check requests. Copies of receipts for all prepaid expenses **must** be attached to this report.

These expenses have been incurred by me in the conduct of City business. I will not be reimbursed for these expenses for any other source. I understand that I cannot claim City reimbursement for expenses that I have been reimbursed for or that I expect to be reimbursed for in the future by another source.

Employee Signature _____	Date _____
Approved _____	Date _____
Accounting _____	Date _____

Rev. Jan, 2013

Attachment "C"
Expense Report Worksheet

Employee: _____

Course/Conference/Purpose of trip: _____

- Copy of course/conference schedule of events or brochure must be attached

HOTEL:

Check in date: _____ Check out date: _____

MEALS:

Departure time _____ Return time: _____

Per Diem

*place a 1 in each applicable meal box

Week 1									Reimbursement		
Enter Date >>	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Total	ea.		
Breakfast									@	\$ 10.00	\$ 0.00
Lunch									@	\$ 15.00	\$ 0.00
Dinner									@	\$ 25.00	\$ 0.00
Provided by vendor/ course/ conference/ seminar											
Breakfast										not eligible	
Lunch										not eligible	
Dinner										not eligible	
Week 2											
Enter Date >>	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Total	ea.		
Breakfast									@	\$ 10.00	\$ 0.00
Lunch									@	\$ 15.00	\$ 0.00
Dinner									@	\$ 25.00	\$ 0.00
Provided by vendor/ course/ conference/ seminar											
Breakfast										not eligible	
Lunch										not eligible	
Dinner										not eligible	
										Total Reimb:	\$ 0.00

Expense Report Continued

Actual (claimed receipts must be attached)

*place a 1 in each applicable meal box

Week 1									Reimbursement					
Enter Date >>								Total		ea.	Allowed	Actual	Reimb	
	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.							
Breakfast									Max	\$ 12.00	\$ 0.00	\$0.00	\$ 0.00	
Lunch									Max	\$ 18.00	\$ 0.00	\$0.00	\$ 0.00	
Dinner									Max	\$ 30.00	\$ 0.00	\$0.00	\$ 0.00	
Provided by vendor/ course/ conference/ seminar														
Breakfast														not eligible
Lunch														not eligible
Dinner														not eligible
Week 2									Reimbursement					
Enter Date >>								Total		ea.	Allowed	Actual	Reimb	
	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.							
Breakfast									Max	\$ 12.00	\$ 0.00	\$0.00	\$ 0.00	
Lunch									Max	\$ 18.00	\$ 0.00	\$0.00	\$ 0.00	
Dinner									Max	\$ 30.00	\$ 0.00	\$0.00	\$ 0.00	
Provided by vendor/ course/ conference/ seminar														
Breakfast														not eligible
Lunch														not eligible
Dinner														not eligible
										Total Reimbursement:		\$ 0.00		

Note:

Attachment "D"
COUNCIL MEMBERS
EXPENSE REPORT & REQUEST FOR REIMBURSEMENT

Council Member Name	CITY COUNCIL
	Date Submitted
	<div style="display: flex; justify-content: space-between;"> Departure Date Time </div>
Budget Code	<div style="display: flex; justify-content: space-between;"> Return Date Time </div>
Purpose of Trip / Expense	Destination (City, State)

ITEMIZED EXPENSES

	Prepaid	Personal Expense Incurred
1. TRANSPORTATION/TRAVEL		
A. Commercial air travel/misc. travel	\$0.00	\$0.00
B. Taxi/Shuttle/Car Service		\$0.00
C. Car Rental	\$0.00	\$0.00
D. Personal auto mileage		
0 miles @ \$0.56/mile (please attach)		\$0.00
2. LODGING	\$0.00	\$0.00
3. REGISTRATION FEES	\$0.00	\$0.00
4. FOOD	\$0.00	\$0.00
5. PARKING FEES/TOLLS	\$0.00	\$0.00
6. OTHER (specify) Baggage Taxi		\$0.00
	\$0.00	\$0.00
TOTAL EXPENSE	\$ 0.00	\$ 0.00

PREPAID CHK #		\$
ADVANCE CHK #		\$
JE #		

Advance to Council Member	\$0.00
(\$- Balance due City) or Balance due Council Member	\$0.00

I certify the expenses as indicated on this report were incurred during activities associated with my official duties and obligations as an elected member of the Plano City Council. I further certify these expenses are true and correct to the best of my knowledge.

Accounting	<div style="display: flex; justify-content: space-between;"> Council Member Signature Date </div>
	<div style="display: flex; justify-content: space-between;"> Approved Date </div>

**CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Pollution Legal Liability Insurance: If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than **\$3,000,000.00** per accident and **\$5,000,000.00** per occurrence.

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than **\$1,000,000** each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than **\$1,000,000**.

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the workers' compensation policy, including coverage for City under any contracts with any sub-contractors of Vendor/contractor. Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Cyber Liability—Coverage in place naming the City of Plano, Texas, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products. Coverage shall be no less than **\$1,000,000.00 each claim and \$3,000,000.00 in the aggregate**.

Professional Liability (E&O) Insurance—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

A fiduciary bond in favor of the City of Plano, Texas for not less than **\$2,000,000**

Minimum Limit of **\$1,000,000** Each Claim and **\$1,000,000** Aggregate

v07.19.13

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2017

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

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

PRODUCER StateFarm  BOB PARKER STATE FARM 2763 E. ELDORRADO PKWY., SUITE 135 LITTLE ELM, TX 75068		CONTACT NAME: LYNN MOORE PHONE (A/C, No. Ext.): 972-292-1900 FAX (A/C, No.): E-MAIL ADDRESS: LYNN.MOORE.SR42@STATEFARM.COM	
INSURED V WAIT GROUP LLC 5920 NEW HAVEN DR PLANO, TX 75093-7740		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43419	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	93-C5-V591-1	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

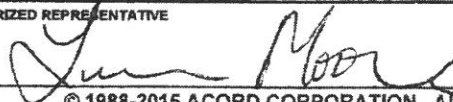
CERTIFICATE HOLDER

CANCELLATION

CITY OF PLANO, RISK MANAGEMENT DIVISION
1520 K AVENUE, SUITE 117
PLANO, TEXAS 75074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

**AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **VWAIT GROUP, LLC**, a limited liability company organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **VWAIT GROUP, LLC** is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

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

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

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

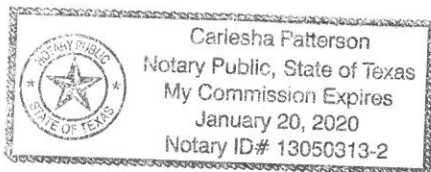
VWAIT GROUP, LLC

By:

Vicki Wait
Signature
Vicki Wait
Print Name
President / Owner
Title
1/31/2018
Date

STATE OF TEXAS §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 31 day of January, 2018.



Carlesha Patterson
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator: Monica Martinez

CAPTION

Resolution No. 2018-2-3(R): To approve the terms and conditions of a Local Project Advance Funding Agreement for Non-Construction by and between the City of Plano and the Texas Department of Transportation for the Legacy Area Transportation Management Association; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18 to 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	686,275	0	686,275
Balance	0	686,275	0	686,275

FUND(S): Legacy Area Transportation Management Funds

COMMENTS: This item approves an agreement with TxDOT that will provide funding for two years of Legacy Area Transportation Management Association operations.

SUMMARY OF ITEM

The resolution supports a grant agreement that will provide \$686,275 in operating funds for the Legacy Area Transportation Management Association.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/19/2018	Memo
Agreement	2/17/2018	Agreement
Resolution	2/19/2018	Resolution

Date: February 5, 2018

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Resolution Supporting a Local Project Advance Funding Agreement with TxDOT

The Local Project Advance Funding Agreement for Non-Construction (Agreement) with TxDOT provides grant funding to the City for the Legacy Area Transportation Management Association (TMA). The funding, in the amount of \$686,275, will provide for two years of TMA operations. The TMA will support the growth of the Legacy Business Area into a vibrant, progressive place to live and work, by delivering and promoting a robust array of mobility options for area businesses and their employees, tenants, customers, and visitors.

The Agreement is attached.

Background:

The Legacy Business Park (Legacy) in the City of Plano began to develop in the 1980s with a master plan for large site corporate headquarter campuses and a 'downtown' area to house the multiple services required by large corporations. In the late 1990s, the 'downtown' area was planned and designed as a New Urban town center —laying the foundation for the current retail, residences, and hotels of the Legacy Town Center. Today, Legacy is advancing to a new level of intensity and development with even more corporate and support facilities. The Legacy West development (west of Dallas North Tollway), focused on vacant properties originally acquired by JCPenney, is creating an expanded mixed-use future with corporate facilities for FedEx Office, Toyota USA, Liberty Mutual Insurance, and JP Morgan Chase, along with the retail, residential, office, hotel, and entertainment venues of Legacy West.

Part of the attractiveness stimulating the growth of Legacy depends on convenience of access for a relatively diverse, young and well-educated work force to competitive public amenities ranging from quality schools to the DFW International Airport. However, mobility is becoming a challenge with local arterials nearing capacity, limited opportunities to build increased vehicular capacity on roadways, and the rapid pace of new denser, mixed-use development increasing the need for even more employees, customers, and visitors to travel into and around the Legacy. New mobility solutions that enhance the positives that the City of Plano already has and enabling these growth trends are the primary rationale for the Legacy Area Transportation Management Association.

The City of Plano, with a large group of Legacy stakeholders serving on two committees and consultant Kimley-Horn, recently produced the Plano Legacy Business Area Mobility Study Report (November 2016) to evaluate the effects of the current and continuing growth on the

regional and local transportation networks, to identify transportation infrastructure improvements, and to identify opportunities and strategies to sustain mobility. Legacy has ample evidence of need for transportation demand management based on traffic modeling for current and future conditions, as well as the stakeholder interest in the formation of a transportation management association.

The goal of TMA within the 2,800 acre Legacy Area inside the limits of North of Spring Creek Parkway, south of State Route 121 (Sam Rayburn Tollway), and east of State Route 289 (Preston Road) in the City of Plano is to provide defined transportation management services to mitigate traffic congestion by promoting alternative mode of transportation to the single occupant vehicle. The TMA's scope of work will consist of:

1. Recruiting TMA members from the private and public sectors.
2. Develop a self-sustaining TMA funded by its members.
3. Develop a transportation demand management implementation plan.
4. Promote and provide a defined transportation management services and solutions to area employees, employers and policy makers.
5. Monitor and evaluate the plan for compliance and/or modification.
6. Providing monthly and annual progress reports on TMA effectiveness, efficiency and outcomes.
7. Provide documentation supporting and promoting alternate modes of transportation to include but not limited to bus use, share-ride, bike, alternate start/stop times and telecommuting.

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
NON-CONSTRUCTION ADVANCE FUNDING AGREEMENT
For A
Congestion Mitigation and Air Quality (CMAQ) Improvement Program Project
Utilizing Transportation Development Credits**

Off System

THIS Local Project Advance Funding Agreement for Non-Construction (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation (State), and the City of Plano (Local Government).

BACKGROUND

A Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA. Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Congestion Mitigation and Air Quality (CMAQ) program, utilizing transportation development credits (TDC) as a credit toward the non-federal share. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of federal and state funds. The Texas Transportation Commission passed Minute Order Number 115005, which provides for development of and funding for the Project identified in this LPAFA. The Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated February 26, 2018, which is attached to and made part of this LPAFA as Attachment A.

NOW THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business on August 31, 2020.

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

2. Scope of Work

The scope of work is the Project as detailed in Attachment B, which is attached to and made part of this LPAFA.

3. Local Project Sources and Uses of Funds

- A.** The total estimated cost of the Project is shown in Attachment C, which is attached and made part of this LPAFA. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D.** The Local Government will be responsible for all non-federal and non-state participation costs associated with the Project.
- E.** The State will not pay interest on any funds provided by the Local Government.
- F.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- G.** Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. These funds may only be applied to the Project. Upon completion of the

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

Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. After final Project accounting if excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

- H. Attachment C will clearly state the approval funding structure under 43 TAC §15.52. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager City of Plano P. O. Box 860358 Plano, Texas 75086-0358	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

5. Termination

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

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

6. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed project time estimate including types of activities and month in which the activity will be completed in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

9. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

10. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

11. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as

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

they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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

12. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

13. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:

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

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

14. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

15. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

16. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF PLANO

By: _____
Bruce Glasscock
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

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

ATTACHMENT A
RESOLUTION OR ORDINANCE

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

ATTACHMENT B SCOPE OF WORK

Project Goal

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

Scope of the Work

The scope of work will consist of:

1. **Recruiting members from the private and public sectors.** Recruitment targets are for five (5) Large (+50 employees) *Private sector* companies, one (1) *Public sector* entity, one (1) *Residential property* management company, and one (1) *Aggregator* of commercial tenants. Deliverables shared as digital documentation via Dropbox (or another cloud storage option):
 - a. Membership enrollment documentation.
2. **Creating a Legacy Area Transportation Management Association.** Deliverables shared as digital documentation via Dropbox (or another cloud storage option):
 - a. IRS 501(c) letter of determination.
 - b. Documentation of Board action, including: meetings agendas, information packets & presentations, and minutes.
3. **Developing a transportation management implementation plan or plans.** Deliverables shared as digital documentation via Dropbox (or another cloud storage option):
 - a. A 2-year plan for design, launch and implementation of programs, including:
 - i. Communications and promotions;
 - ii. Consulting with members to develop tailored implementation plans;
 - iii. Concierge services for employees;
 - iv. Mobility service and infrastructure improvements; and
 - v. Financial sustainability.
4. **Promoting and providing defined transportation management services and solutions to area employees, employers and policy makers.** Deliverables shared as digital documentation via Dropbox (or another cloud storage option):

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

- a. Report Customer Relations Management outputs - Number of employers, Total number of employees, Number of employees engaged in activities;
- b. Report Customer Relations Management outcomes - Employer members participation (\$), Employer commitment to implementation (potential market, # of employees curious/interested via surveys), Employee commute behaviors (tracked via survey and shared data from service providers); and
- c. Report public sector commitment to new services or infrastructure improvements - Description of improvement, costs, and stage of decision making.

5. **Monitor and evaluate the plan for compliance and/or modification.**

Deliverables shared as digital documentation via Dropbox (or another cloud storage option):

- a. Document development of performance-based scenarios;
- b. Report micro-level as appropriate and macro-level outcome performance of member and employee activities; and
- c. Document annual evaluation process (scenarios against actual outcomes), including the board and advisory committee in the evaluation process.

6. **Providing monthly, annual and final progress reports on TMA effectiveness, efficiency and outcomes.**

Deliverables shared as digital documentation via Dropbox (or another cloud storage option):

- a. Monthly reporting for all deliverables;
- b. Quarterly reporting of efficiency as program cost per benefit; and
- c. Annual reporting of effectiveness as ROI for federal funds
 - i. Leveraging new local public and private investments.
 - ii. Providing documentation supporting and promoting alternate modes of transportation to include but not limited to bus use, share-ride, bike, alternate start/stop times and telecommuting.

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

ATTACHMENT C PROJECT BUDGET

Cost will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	TDC
Implementation of a TMA (by Local)	\$686,275	100%	\$686,275	0%	\$0	0	137,255
Direct State Cost (2%)	\$13,725	100%	\$13,725	0%	\$0	0	2,745
Indirect State Cost (5.94%)	\$40,765	0%	\$0	100%	\$40,765	0	0
TOTAL	\$740,765		\$700,000		\$40,765		140,000

Transportation Development Credits (TDC) in the amount of \$140,000 will be used in lieu of the Local Government participation.

Total Reimbursable Costs = \$700,000

Local Government Participation = \$0

This is an estimate only. The final amount of the Local Government participation will be based on actual costs.

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Local Project Advance Funding Agreement for Non-Construction By and Between the City of Plano and the Texas Department of Transportation for the Legacy Area Transportation Management Association; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, over the last three years, the City of Plano has been successful in attracting new development and jobs to the Legacy Business Area and in particular Legacy West; and

WHEREAS, the City of Plano has studied ways to mitigate traffic congestion in the Legacy Business Area and commissioned a report entitled Legacy Business Area Mobility Study; and

WHEREAS, the City of Plano has begun to implement recommendations of the Study including fostering the establishment of a transportation management association; and

WHEREAS, the City of Plano has applied for a federal Surface Transportation Block Grant to support the Legacy Area Transportation Management Association for two years; and

WHEREAS, the City of Plano's grant application has been approved and now has reached agreement with the Texas Department of Transportation CSJ: 0918-24-239 that outlines the terms and conditions of the Surface Transportation Block Grant; and

WHEREAS, upon full review and consideration of the Local Transportation Project Non-Construction Advance Funding Agreement for a Congestion Mitigation and Air Quality (CMAQ) Improvement Program Project Utilizing Transportation Development Credits Off System (Agreement), and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

DULY PASSED AND APPROVED this the 26th day of February, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator: Monica Martinez

CAPTION

Resolution No. 2018-2-4(R): To support a DART Service Plan Amendment to add a fixed guideway route on the CityLine alignment and to extend the Cotton Belt Regional Rail corridor to Shiloh Road in the City of Plano. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Texas Transportation Code requires that service plan amendments in fixed guideway routes through a municipality be approved by the governing body of each municipality through which the new alignment would pass. The proposed Cotton Belt alignment currently has two potential deviations from the originally approved Cotton Belt corridor including the Cypress Waters development alignment in Coppell and Dallas as well as the CityLine Alignment through Richardson and into Plano. Therefore, before the DART Board can adopt a revised service plan for the Cotton Belt which includes the alignment to the CityLine/Bush

Station, the City must pass a resolution of support.

DART has requested the City of Plano to adopt the attached resolution in support of DART’s Service Plan Amendment including the southern alignment to connect with the CityLine/Bush Station.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/21/2018	Resolution

A Resolution of the City of Plano, Texas, supporting a DART Service Plan Amendment to add a fixed guideway route on the CityLine alignment and to extend the Cotton Belt Regional Rail corridor to Shiloh Road in the City of Plano.

WHEREAS, DART is proposing Cotton Belt regional passenger rail service to enhance transportation opportunities for the North Texas region; and

WHEREAS, the proposed project will provide passenger rail connections and service that will improve mobility, accessibility and system linkages to major employment, population and activity centers in the northern part of the DART Service Area; and

WHEREAS, the proposed project will interface with three DART light rail lines: Red Line in Richardson and Plano, the Green Line in Carrollton and the Orange Line at DFW Airport; and

WHEREAS, the project will also connect to Fort Worth Transit Authority's TEX Rail Regional Rail Line to Fort Worth and the DFW Airport Skylink People Mover; and

WHEREAS, the City of Plano continues to support the development and operation of this project; and

WHEREAS, DART's current Service Plan includes a fixed guideway route on the existing Cotton Belt rail corridor, extending from the Green Line to the Red Line; and

WHEREAS, DART proposes to amend the Service Plan to add a fixed guideway route west of the Green Line to DFW Airport and east of the Red Line to Shiloh Road in Plano; and

WHEREAS, the DART Cotton Belt Regional Rail project includes the CityLine Alignment fixed guideway route diversion from the existing railroad corridor to provide a Regional Rail Station at the City Line/Bush Rail Station; and

WHEREAS, the DART Cotton Belt Regional Passenger Rail project includes the extension of the fixed guideway to Shiloh Road, a regional rail station complex near its intersection with the Red Line and a regional rail station at Shiloh Road, in the City of Plano; and

WHEREAS, the DART Cotton Belt Regional Passenger Rail project includes a regional rail station complex near its intersection with Coit Road, as it increases mobility options for central Plano residents; and

WHEREAS, DART's enabling legislation requires that the addition of a fixed guideway route to Shiloh Road in the City of Plano must be approved by the City of Plano.

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

SECTION I: The City of Plano supports the development and operation of the Cotton Belt Regional Rail project.

SECTION II: The Plano City Council supports the proposed DART Service Plan Amendment to add a fixed guideway route on the CityLine Alignment and to extend the fixed guideway to Shiloh Road.

SECTION III: The Plano City Council supports the proposed 12th Street rail station complex with Red Line transfer capability and a regional rail station near Shiloh Road.

DULY PASSED AND APPROVED, this the 26th day of February, 2018.

Harry LaRosiliere, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Environmental Waste Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Tiffany Stephens

CAPTION

Resolution No. 2018-2-5(R): To authorize the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$300,000 for a Texas Pure Products advertising and education campaign through the North Central Texas Council of Governments; designating the City Manager as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18; 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	44,120	0	44,120
Encumbered/Expended Amount	0	0	0	0
This Item	0	169,000	131,000	300,000
Balance	0	213,120	131,000	344,120

FUND(S): Sustainability & Environmental Services Fund

COMMENTS:

The grant contract, if approved, provides offsetting revenue at an estimated FY 2017-18 amount of \$169,000 and \$131,000 in FY 2018-19 for a total of \$300,000 from North Central Texas Council of

Governments (NCTCOG) to expand advertising and education programs related to diversion operations.

SUMMARY OF ITEM

Texas Pure Products (TPP) is a regional partnership between the cities of Plano, Richardson, Allen, McKinney, and Frisco created to recycle yard waste into useful products for reuse, such as compost, mulches, and soil amendments. The North Texas Municipal Water District is the managing entity of the program with the City of Plano acting as the Contractor. The request for grant funding will enable TPP to expand the diversion tonnages by increasing our advertising and education campaign to both residents of all five cities, but also private sector commercial businesses that could utilize our recycling services and product line. Funding would support advertising and education across several media, including radio, television, social media and print. With a strong regional advertising campaign, recruitment and retention of new customers would grow and expand the diversion efforts and results.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/14/2018	Resolution

A Resolution of the City of Plano, Texas, authorizing the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$300,000 for a Texas Pure Products advertising and education campaign through the North Central Texas Council of Governments; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date.

WHEREAS, the City Council has been presented an application for the North Central Texas Council of Governments (NCTCOG), providing terms and conditions for an advertising and education campaign for Texas Pure Products; and

WHEREAS, the City Council appoints the City Manager or his authorized designee as the grantee's authorized official, given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the application agency.

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

Section I. The submission of the grant application is hereby approved for regional funds in an amount not to exceed \$300,000 for a Texas Pure Products advertising and education campaign. If awarded, the receipt of the grant funds by the City of Plano is also approved.

Section II. The City Manager, or his authorized designee, is appointed as the authorized official to act on behalf of the City of Plano with regard to this grant.

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

DULY PASSED AND APPROVED this the 26th day of February, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator: Monica Martinez

CAPTION

Ordinance No. 2018-2-6: To add Section 12-172 of Article VII, Bicycles, of Chapter 12, Motor Vehicles and Traffic, and amending Section 19-1, Obstruction of Streets, Alleys, Sidewalks, Parkway Areas, or Public Grounds, of Article I, In General, of Chapter 19, Streets and Sidewalks, and amending Section 11-149, Exceptions from Permit Requirement, of Division 3, Permit for Commercial Solicitation in the Public Right-of-Way and on Residential Property, of Article IV, Peddlers, Solicitors, Itinerant Vendors, Carnivals, and Job Placement Activities, of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to regulate bike share service companies, providing a repealer clause, a severability clause, a savings clause, a publication clause, a penalty clause, and an effective date.
Adopted

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,500	0	1,500
Balance	0	1,500	0	1,500

FUND(S): General Fund

COMMENTS: This item creates a \$500 permit fee for bike share operators in Plano, with the revenue going towards the City of Plano's General Fund.

SUMMARY OF ITEM

This ordinance will allow for the operation of commercial bike share companies in the City of Plano by permit. The permit will outline performance standards bike share companies will need to maintain in order to continue operations in the City of Plano.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/19/2018	Memo
Memo Attachment	2/21/2018	Attachment
Ordinance	2/21/2018	Ordinance

Date: February 15, 2018

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Ordinance for Permitting Bike Share

The purpose of the Bike Share ordinance is to allow commercial bike share operations in the City of Plano by permit. The ordinance sets up a pilot program that will continue through the end of 2018. At that time, the bike share permit program will be reevaluated. Generally, the permit will outline performance measures the companies must adhere to or lose permission to operate within the City. Below is an outline of the permit's provisions.

Permit Outline:

1. Term of the permit expires on December 31, 2018.
2. Allows bikes on public rights of way.
3. Allows bikes on the City's paved trail system and Oak Point Park and Nature Preserve (all other parks are off-limit).
4. Bicycles must meet both federal and state standards and regulations.
5. Places for initial bicycle parking (Home Zones) will be identified and controlled.
6. No more than three bikes per company will be allowed in any one place.
7. Bike share companies must rebalance their bikes at least weekly.
8. Bike share companies must educate their customers on how to properly park bicycles.
9. Bike share companies must establish a program to address complaints and reporting.
10. Permit establishes an escrow fund of \$5,000 per 1,000 bicycles to allow the City to pay for removal or damage.

The permit is attached for your reference.

BIKE SHARE PERMIT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS PERMIT AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called Permittor or City and _____, a _____ corporation licensed in _____, hereinafter called Permittee. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, City does hereby grant a bike-share permit.

This Permit is granted subject to the terms and conditions set out below:

1. Term. This Permit shall expire on December 31, 2018.
2. Use of City of Plano Public Right-of-Way. The City hereby grants permission to use the Right-of-Way on a non-exclusive basis, according to the terms of this Permit, solely for the purpose of offering bike sharing within the City. For purposes of this Permit, the term "Right-of-Way" means sidewalks, curbs, gutters, streets, alleys, roads and other pathways open to the public. The term "Bike Sharing" means the renting of bicycles on a short-term basis generally in exchange for compensation. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City property.
3. Use of City of Plano Parks: The City hereby grants permission to use City of Plano Parks on a non-exclusive basis, according to the terms of this permit, solely for the purpose of offering Bike Sharing within the City. For purposes of this Permit, the term "Parks" refers to all improved hard-surface trails and shared use paths listed on the Plano Bicycle Transportation Plan and all improved hard-surfaced areas in Oak Point Park and Nature Preserve. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City property.
4. Other City Property: The use of other City of Plano property for Bike Sharing may be appropriate (i.e. libraries, Saigling House, Municipal Center, etc.). The City Manager may authorize such use in a separate writing and may allow use of that property under the same terms as this Permit or different terms, at the City Manager's discretion and such writing shall be a part of this permit to the same extent as if it was set forth herein.
5. Use. Permittee customers may use the Right-of-Way and Parks for parking of bicycles owned and maintained by Permittee, and for riding Bicycle Fleet bicycles. For purposes of this permit, the term "Bicycle Fleet" refers to all bicycles owned by the Permittee operating in the City. Permittee shall not place or attach any personal property (other than bicycles), fixtures, or structures to Right-of-Way or Parks without the prior separate written consent of the City Manager and such writing shall be a part of this permit to the same extent as if it was set forth herein. Use of the Right-of-Way and Parks, and Permittee's operations within the City, shall, at a minimum:

- a. not adversely affect the property of any third parties;
 - b. not inhibit pedestrian movement or ADA access within Rights-of-Way, Parks and Other City Property; and
 - c. not create conditions which are a threat to public safety and security.
6. Bicycles. All bicycles that are part of the Bicycle Fleet shall:
- a. Meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter 11, Subchapter C, Part 1512 - Requirements for Bicycles (as amended). Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 - Cycles, subsection 4210 (as amended).
 - b. Meet the bicycle requirements in the Texas Transportation Code, including for lights and reflectors, and all other state, federal and local requirements.
 - c. Have an emblem of Permittee, current contact information (including telephone number and email address for relocation requests) and a unique identifier prominently displayed on the bicycle.
 - d. Be high quality and sturdily built to withstand the effects of weather and constant use for at least five years.
 - e. Accommodate a wide range of users.
 - f. Be well-maintained and in good riding condition.
 - g. Not display third-party advertising.

7. Bicycle Parking. Permittee and the City will collaboratively identify designated bicycle parking zones to station bicycles in the Bicycle Fleet and corral rebalanced bicycles ("Home Zones.") In the event the parties cannot agree, the City Manager, or his designee, will be the final arbiter for designating Home Zones. The Home Zones will be identified on an up-to-date online map, to be maintained by Permittee, and available for viewing by the City at all times. Link and password, if any, to be provided at time of permit.

- a. Bicycles in the Bicycle Fleet shall be parked on the sidewalk, or other hard surface, or at a public bicycle rack, or in a City Park, or at another City-owned location with prior written approval of the City.
- b. Bicycles in the Bicycle Fleet shall be restricted to the following parking zones on the sidewalk:
 - i. Bicycles can only be parked on hard surfaces (e.g. concrete, asphalt, brick).

- ii. Bicycles shall not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps or within the visibility triangle as defined the City's Thoroughfare Standards.
 - iii. Bicycles parked on sidewalks must not reduce the minimum ADA clear sidewalk width of thirty-six (36) inches.
 - iv. Bicycles shall not be parked on blocks where the sidewalk is less than forty-eight (48) inches in width.
 - v. On blocks without sidewalks, bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
 - vi. The City reserves the right to determine certain block faces where bicycle parking is prohibited.
 - vii. Bicycles shall not be parked in any way blocking:
 - 1. Transit stops, shelters or platforms;
 - 2. Commercial loading zones;
 - 3. Railroad tracks and crossings;
 - 4. Passenger loading zones or valet parking service areas;
 - 5. Disabled parking zone;
 - 6. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.);
 - 7. Curb ramps;
 - 8. Entryways; and
 - 9. Driveways.
 - viii. Bicycles parked in residential areas that do not impede pedestrian travel will be allowed to remain in place for up to forty-eight (48) hours after they are parked. However, upon receiving any complaint or request for removal, Permittee shall respond in the time periods as outlined in Section 14.
- c. Bicycles in Parks must be parked to allow sufficient width for accessible pedestrian travel.
 - d. Bicycles may be parked on private property only with the permission of the private property owner.
 - e. Bicycles shall stand upright when parked.
 - f. With the advance approval of the City, Permittee may indicate virtual bicycle racks with paint or decals where appropriate to guide riders to these preferred, though not required, parking zones in order to assist with orderly parking of bicycles throughout the City. The City, at its own discretion, may choose to support bike sharing with the installation of additional bicycle racks or designated bicycle parking zones.
 - g. Permittee may remove Home Zones at their discretion; however, Permittee shall remove Home Zones upon City request.
 - h. Permittee will actively manage the Bicycle Fleet to ensure orderly parking and the free and unobstructed use of the Right-of-Way and Parks. Any

bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by Permittee within the timeframe as outlined in Section 14.

8. Communication with City. Permittee shall provide the City with a current contact name and phone number for staff that are capable of relocating, rebalancing, removing, and repairing their Bicycle Fleet. Permittee shall notify City of any changes to contact information within 24-hours.

9. Customer Communication. Permittee shall:

- a. Educate users regarding laws applicable to riding and operating a bicycle in the City of Plano.
- b. Notify customers that bicyclists shall not ride on sidewalks in Downtown Plano, Legacy Town Center District, and Memorial Park.
- c. Instruct customers on how to park a bicycle legally and properly.
- d. Provide a mechanism for customers to easily and quickly notify the company that there is a safety or maintenance issue with the bicycle, such as in the mobile application.
- e. Maintain a 24-hour customer service phone number for customers to report safety concerns or complaints, or ask questions.
- f. At the discretion of the City, distribute a customer survey developed by the City before the end of the pilot term.
- g. With direction and guidance from the City, lead outreach efforts to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on the location of bicycle Home Zones, program operations and program feedback.

10. Condition of City of Plano Right-of-Way and Parks

- a. City makes the Right-of-Way and Parks available to Permittee in an "AS IS" and "WITH ALL FAULTS" condition. City makes no representations or warranties concerning the condition of the Right-of-Way and Parks or its suitability for use by Permittee or its customers, and assumes no duty to warn either Permittee or its customers concerning conditions that exist now or may arise in the future
- b. City assumes no liability for loss or damage to Permittee's bicycles or other property. Permittee agrees that City is not responsible for providing security at any location where Permittee's bicycles are stored or located, and Permittee hereby waives any claim against City in the event Permittee's bicycles or other property are lost or damaged.

11. Maintenance and Care of portion of Right-of-Way and Parks: Permittee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Permittee's use of Right-of-Way, Parks and other City Property. Should Permittee fail to repair, replace or otherwise restore such real or personal property, Permittee expressly agrees to pay City's costs in making such repairs, replacements or restorations.

12. Operations & Maintenance. Permittee shall be responsible to maintain the Bicycle Fleet. Permittee shall be solely responsible for all maintenance and service costs in order to maintain the Bicycle Fleet and associated maintenance to minimum level of service and reporting as outlined in Section 14.

- a. The City will notify Permittee of any bicycle that is found adversely affecting the Right-of-Way or Parks. Permittee shall be responsible to correct improperly parked bicycles within the timeframes outlined in Section 14.
- b. Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the Right-of-Way within 24 hours after notice from the City, and shall be repaired before the bicycle is returned to revenue service.
- c. Permittee shall give the City special rights access, via Permittee's app or other device, to immediately unlock and remove bicycles blocking access to the Right-of-Way or Parks.
- d. Any bicycle found and retrieved by the City in a stream, lake, or other water body shall be deemed unsalvageable and may be immediately discarded.

13. Research. Permittee agrees that the City may use a third-party researcher to evaluate the bike share program. Permittee will share data with the third-party researcher for purposes of evaluating or enforcing the requirements of this pilot program.

14. Level of Service. The Permittee must meet the following Minimum Performance Standards. Additionally, Permittee shall provide reports monthly as described in Measurement Tools below to the City in order to help the City measure the success of the bike sharing program in serving its residents and visitors and improving the livability and mobility of City of Plano residents and visitors.

Minimum Performance Standard	Measurement Tools
<u>Customer Service:</u> The app will be operational 99.5% of the time (uptime).	Uptime reporting.

<u>Distribution & Usage:</u> Fleet will focus on serving people in the City of Plano. No more than 3 bikes deployed in a Home Zone without consent of City.	Maps showing aggregate/heat map usage patterns.
<u>Bicycles in Service:</u> Number of bicycles shall be commiserate commensurate with expected level of service.	Daily uptime reports showing number of bicycles in service.
<u>Rebalancing:</u> General rebalancing shall occur no less than weekly. Upon request or complaint, Bicycles will be relocated or rebalanced within two (2) hours of receiving notice, Monday-Friday from 8am-8pm, not including State and Federal holidays. At all other time, within 24 hours of receiving notice.	Log containing number of requests for rebalancing and response time.

15. Required Reports. Permittee shall cooperate with the City in the collection and analysis of aggregated data concerning its operations. The Permittee will provide reports at the City's request. Such reports will include, but not be limited to:

- a. Aggregated breakdown of customers using bicycles in City as to whether they are Plano residents or not.
- b. Number of reported collisions, and primary collision factor, if available.
- c. Within City boundaries: the total number of trips taken per day, total number of trips by hour of the day, plus monthly and cumulative totals.
- d. At least once during the pilot period, Permittee will conduct a survey of its users in the City focused on age and will provide aggregated data to the City. Age will be reported into these age groups: 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

16. Nonexclusive Permit. This Permit is nonexclusive and is subject to (i) any existing utility, drainage, or other facility located in, under, or upon the Right-of-Way or Park; (ii) to any existing permit, easement or other similar interest granted by City to any individual, corporation or other entity, public or private; and (iii) to all other matters of record.

17. Superior Right. This Permit is subject and subordinate to the prior and continuing right of City, its successors and assigns to use all of the public property for the public benefit. City, for itself and other permitted users, reserves full rights, consistent with the rights herein granted.

18. Revocable. This Permit is revocable and may be terminated by either party for convenience upon thirty (30) days written notice.

19. Permit Fee. Permittee shall pay City the sum of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** upon submission of application.

All permit payments shall reference this Bike-Share Permit on the check and shall be paid to City at the following address:

City of Plano, Texas
Attention: Accounting Department
P. O. Box 860279
Plano, TX 75086-0358

20. Escrow Accounts. Upon submission of application, the Permittee must provide \$5,000.00 in cash per 1,000 bicycles (not prorated) that the City will hold in escrow for the term of this Permit. In the event of default and termination as described in Section 27 below, the City may use such funds to remove or dispose of the Bicycle Fleet or any part thereof or repair City property that was damaged by the Permittee or its customers or invitees. At the conclusion of the term of this Permit, the City will return such funds to Permittee or its designee within thirty days after the City receives a written request for a refund from the Permittee.

21. Liability Insurance. During the permit term Permittee shall maintain a policy of general liability insurance at Permittee's expense insuring Permittee against liability assumed by Permittee hereunder and insuring Permittee and City against liability arising out of or in any way incident to use or occupancy of City property. Such policy or policies shall provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors.

City, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Permit. All policies shall be endorsed to provide a waiver of subrogation in favor of the City. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior

written notice has been given to the City Manager of the City of Plano.” The insurance carrier must be authorized to do business in the State of Texas and the must be rated A- or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to City prior to City's approval and execution of this Permit. Subsequent certificates of insurance shall be provided to City whenever Permittee renews, changes or amends their insurance policies or upon request by City.

22. **Indemnity.** Permittee shall defend, indemnify, protect and hold City, its officers, directors, parents, subsidiaries, affiliates, agents, servants and employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Permittee) or entity for personal injury, bodily injury, including death, or damage to property whether or not arising from the sole or concurrent negligence or fault of City or employees or independent contractors directly responsible to City arising out of, incident to, or in anyway connected with Permittee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on City property or any condition of City property.

23. **Compliance With Law.** Permittee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Permittee's use thereof. Permittee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

24. **Condition Upon Termination.** Upon termination of this Permit due to default or convenience to the Permittee, Permittee shall immediately vacate the Right-of-Way and Parks, removing all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All personal property not removed at City's request shall become City's property at no cost or expense to City. Upon termination of this Permit for default of or convenience to the City, Permittee shall have fourteen calendar days to remove all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All person property not removed at the City's request at the end of the fourteen-day period shall become City's property at no cost or expense to City.

25. **Assignment and Subletting.** This Permit is personal to Permittee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of City.

26. Notices. All written notices required under this Permit must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

CITY

City of Plano, Texas
Attention: City Manager
P. O. Box 860358
Plano, TX 75086-0358

with copy to:

City of Plano, Texas
Attention: City Attorney
P. O. Box 860358
Plano, TX 75086-0358

PERMITTEE

Each party may change the address to which notices are to be sent by giving the other party notice, within ten (10) days, of the new address in the manner provided by this paragraph.

27. Default. It is understood and agreed that, in case of default by Permittee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after City notifies Permittee of such default, City may, at its election, terminate this Permit and upon such termination all rights of the Permittee hereunder shall cease and come to an end. If such termination results from Permittee's default there shall be no prorated refund to Permittee of the permit fee for the then current term; however, in the event that termination of this Permit is for the convenience, City shall refund to Permittee the prorated portion of the permit fee for the then current term. If Permittee files for bankruptcy it shall be a default under this Permit, City may waive this default in writing at its discretion.

28. Prior Agreements. This Permit constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Permit.

29. Texas Law. This Permit shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Collin County, Texas.

30. Amendment. No amendment, modification, or alteration of the terms of this Permit shall be binding unless it is in writing, dated subsequent to this Permit, and duly executed by the parties to this Permit.

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

EXECUTED as of the _____ day of _____, 2018.

CITY

CITY OF PLANO, TEXAS
a home-rule municipal corporation

By: _____
Caleb Thornhill
Director of Engineering

PERMITTEE

a _____ Corporation

By: _____
Name
Title

An Ordinance of the City of Plano, Texas adding Section 12-172 of Article VII, Bicycles, of Chapter 12, Motor Vehicles and Traffic, and amending Section 19-1, Obstruction of Streets, Alleys, Sidewalks, Parkway Areas, or Public Grounds, of Article I, In General, of Chapter 19, Streets and Sidewalks, and amending Section 11-149, Exceptions from Permit Requirement, of Division 3, Permit for Commercial Solicitation in the Public Right-of-Way and on Residential Property, of Article IV, Peddlers, Solicitors, Itinerant Vendors, Carnivals, and Job Placement Activities, of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to regulate bike share service companies, providing a repealer clause, a severability clause, a savings clause, a publication clause, a penalty clause, and an effective date.

WHEREAS, pursuant to Texas Transportation Code Section 311.001, the City of Plano (the “City”) maintains and regulates the streets and alleys within the City; and

WHEREAS, pursuant to Texas Transportation Code Section 316.021, cities may grant permission and prescribe the consideration and terms for the use of a portion of a municipal street or sidewalk for a private purpose if it does not interfere with the public use of the street or sidewalk or create a dangerous condition on the street or sidewalk; and

WHEREAS, bike share service companies now possess GPS, 3G, and self-locking technology on their bicycles such that its bicycles may be locked and opened by users with a smart phone application and tracked to provide for operations and maintenance; and

WHEREAS, the goals of the City are to provide safe and affordable multimodal transportation options to all residents, increase mobility across the city, maintain all current uses of streets and sidewalks, and regulate the placement and proliferation of bicycles in the City’s right-of-way; and

WHEREAS, bike share services are a component to help the City achieve its transportation goals and the City desires to make bike share services available to residents, employees and visitors in the City, while maintaining the right-of-way for use by the public for passage and maintaining or enhancing property values; and

WHEREAS, the City will incur significant costs administering and regulating the use and safe operation of bike share systems within the public right-of-way, and such costs will exceed the amount charged for the permit; and

WHEREAS, the City desires to create a pilot program to allow the City to evaluate the regulation of bike share companies in the City’s right-of-way; and

WHEREAS, at the end of the term of the pilot program, the City may re-evaluate the conditions for granting bike-share permits or the bike share ordinance.

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

Section I. Chapter 12, Motor Vehicles and Traffic, Article VII, Bicycles, of the Code of Ordinances, City of Plano, Texas, is hereby amended by adding a section, to be numbered 12-172, which section reads as follows:

Sec. 12-172. – Bike-Share Permits.

1. It shall be an offense for a company or person that provides bicycles on a short-term basis in exchange for compensation to place bicycles in the city's right-of-way without a bike-share permit.
2. Permits may be issued and amended by the Director of Engineering, or his designee, of the City of Plano and shall regulate the use of the city's right-of-way to allow sufficient access for pedestrians, comply with the American's with Disabilities Act, ensure no significant adverse effect on the property rights of third parties, and avoid creating conditions that are a threat to public health and safety.

Section II. Chapter 19, Streets and Sidewalks, Article I, In General, Section 19-1, Obstruction of streets, alleys, sidewalks, parkway areas, or public grounds, of the Code of Ordinances, City of Plano, Texas is hereby amended to read as follows:

Sec. 19-1. - Obstruction of streets, alleys, sidewalks, parkway areas, or public grounds.

- (a) It shall be unlawful for any person to obstruct or encumber, entirely or in part, any portion of any public street, alley, sidewalk, parkway area, or public property in the city with any item, whether temporary or permanent, including, but not limited to, lumber, boxes, firewood, posts, fences, and vehicles, except as allowed by permit pursuant to Section 12-172, as allowed under Section 19-2 below, or unless expressly authorized by city ordinance. Exempt from this prohibition are trees, shrubs, landscaping, bike racks placed in the right-of-way by the City of Plano, bike racks placed in the right-of-way by a developer as required by the City of Plano, and mailboxes located in the parkway area that are maintained in compliance with other city ordinances, rules and regulations. The parkway area is that area lying between the street right-of-way line of any public street and/or alley, and the curb line of the street and/or alley; or if there is no curb line, the paved portion of the street and/or alley.
- (b) Any person, firm, or corporation violating any of the provisions or terms of this section shall, upon conviction thereof, be fined a sum not exceeding five hundred dollars (\$500.00) for each offense, and each and every day such violation shall be deemed to constitute a separate offense.

- (c) In addition to the penalty provided above, in the event that any person violates the provisions of this section, the city has the right to remove any such obstruction or encumbrance. The costs, charges, and expenses incurred by the city in the removal, storage, or disposal of the obstruction or encumbrance ("the charges") shall be a charge to and personal liability of the violator.

Section III. Chapter 11, Licenses and Business Regulations, Article IV, Peddlers, Solicitors, Itinerant Vendors, Carnivals, and Job Placement Activities, Division 3, Permit for Commercial Solicitation in the Public Right-of-Way and on Residential Property, Section 11-149, Exceptions from permit requirement, of the Code of Ordinances, City of Plano, Texas is hereby amended to read as follows:

Sec. 11-149. – Exceptions from permit requirement.

The following are excepted from filing an application and receiving a written permit.

- (1) Solicitation in the public right-of-way on residential streets.
- (2) Solicitation of the sale or lease of personal property if the solicitation language is located upon the personal property and the personal property is permitted to be in the right-of-way.

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

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

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

Section VII. Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VIII. This Ordinance shall become effective immediately upon its passage, publication as required by law, and after all necessary signs have been installed.

DULY PASSED AND APPROVED THE 26th DAY OF FEBRUARY, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva x-7232

CAPTION

To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on a certain section of Coldwater Creek Lane and Oxbow Creek Lane, 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. **Removed from Agenda**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item will impact revenue collected from parking fines by restricting stopping, standing, or parking on Coldwater Creek Lane and Oxbow Creek Lane; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

Coldwater Creek Lane and Oxbow Creek Lane are 36-foot wide collector streets abutting Hickey Elementary School of the Plano Independent School District. Parents and staff at Hickey Elementary

School park their vehicles along these streets near the intersection where students cross, obstructing views of motorists and pedestrians. The principal of Hickey Elementary and residents along these streets are in support of the proposed restrictions.

Staff recommends adopting the attached ordinance to prohibit stopping, standing, or parking of motor vehicles along and upon the proposed sections of Coldwater Creek Lane and Oxbow Creek Lane in order to provide for the safety of the general public within the area.

Strategic Plan Goal:

Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	2/21/2018	Ordinance
Location Map	2/22/2018	Map

An Ordinance of the City of Plano, Texas amending Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on a certain section of Coldwater Creek Lane and Oxbow Creek Lane, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Coldwater Creek Lane and Oxbow Creek Lane are 36-foot wide collector streets abutting Hickey Elementary School of the Plano Independent School District; and

WHEREAS, the intersection of Coldwater Creek Lane and Oxbow Creek Lane is on the designated walking/biking route for Hickey Elementary School students; and

WHEREAS, parents and the staff of Hickey Elementary School park their vehicles along these streets near the intersection when students walk or bike to/from school; and

WHEREAS, on-street parking near the intersection obstructs the view of crossing pedestrians as well as motorists; and

WHEREAS, prohibiting on-street stopping, standing, or parking along the south side of Coldwater Creek Lane and along the west side of Oxbow Creek Lane will improve the visibility of pedestrians and motorists at the intersection; and

WHEREAS, the principal at Hickey Elementary School and residents along Coldwater Creek Lane and Oxbow Creek Lane are in support of the proposed restrictions; and

WHEREAS, the Transportation Engineering Division of the City of Plano supports the request to prohibit stopping, standing, or parking of motor vehicles along and upon the proposed section of Coldwater Creek Lane and Oxbow Creek Lane within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along a section of Coldwater Creek Lane and Oxbow Creek Lane described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-102 (e) of Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, of the Code of Ordinances, City of Plano, Texas, is hereby amended by the deletion of the following subsection:

“Coldwater Creek Lane:

- (1) Along the south side of Coldwater Creek Lane from Oxbow Creek Lane west to Rockwood Drive between the hours 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days.”

Section III. Section 12-102 (e) of Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, of the Code of Ordinances, City of Plano, Texas, is hereby amended by adding the following two subsections:

“Coldwater Creek Lane:

- (1) Along the south side of Coldwater Creek Lane from its intersection with Oxbow Creek Lane to its intersection with Wheatfield Drive between the hours of 7:15 a.m. to 3:15 p.m. on school days.”

“Oxbow Creek Lane:

- (1) Along the west side of Oxbow Creek Lane from its intersection with Coldwater Creek Lane to a point four hundred fifty-five (455) feet south between the hours of 7:15 a.m. to 3:15 p.m. on school days.”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such signs shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

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

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

Section VII. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section IX. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 26th day of February, 2018.

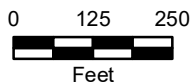
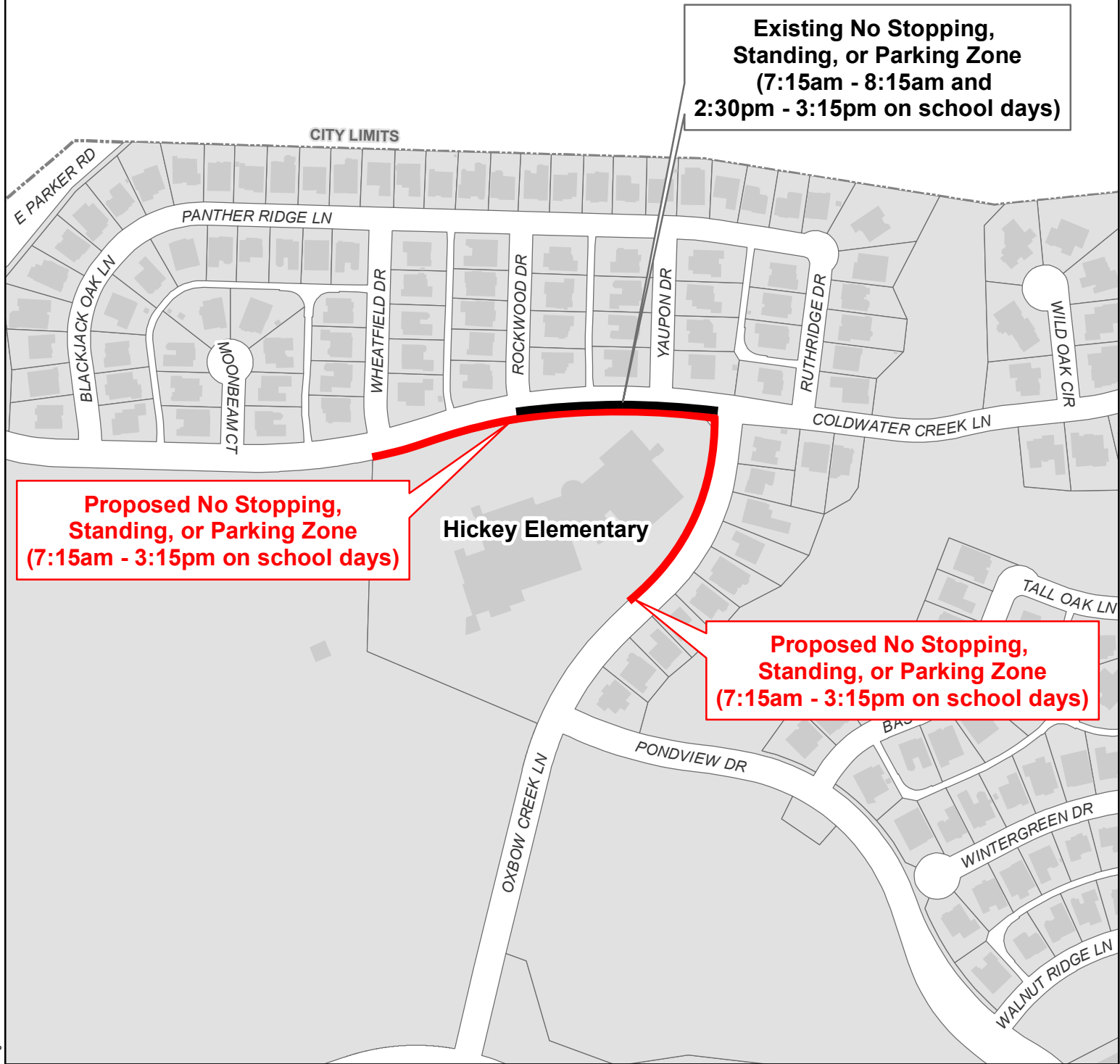
Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

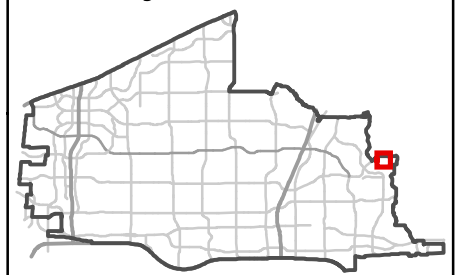
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



No Stopping, Standing, or Parking Zones Surrounding Hickey Elementary

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2018-2-7 as requested in Zoning Case 2017-033 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 46.2 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses and modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Perfect Land Development, LLC **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2017-033 Follow Up	2/15/2018	P/Z Follow-up Memo
ZC 2017-033 Write Up	2/15/2018	Staff Report
ZC 2017-033 Locator	2/15/2018	Map
ZC 2017-033 Aerial	2/15/2018	Map
ZC 2017-033 Zoning Exhibit (Bold)	2/15/2018	Map
ZC 2017-033 Related Concept Plan	2/15/2018	Informational
ZC 2017-033 Open Space Exhibit	2/15/2018	Informational
ZC 2017-033 FISD Letter	2/15/2018	Letter
ZC 2017-033 Ordinance	2/15/2018	Ordinance

DATE: February 6, 2018
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 5, 2018

**AGENDA ITEM NO. 1A - PUBLIC HEARING
ZONING CASE 2017-033
APPLICANT: PERFECT LAND DEVELOPMENT, LLC**

Request to rezone 46.2 acres located at the southwest corner of State Highway 121 and Rasor Boulevard from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses, and to modify development standards. Zoned Regional Commercial/State Highway 121 Overlay District. Project #ZC2017-033.

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

Speaker Card(s) Received **Support:** 6 **Oppose:** 0 **Neutral:** 0

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

Received Outside 200' Notice Area: **Support:** 1 **Oppose:** 3 **Neutral:** 3

Petition(s) Received: 0 **# Of Signatures:** 0

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

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

1. Uses:
 - a. Single-family residence attached is an additional permitted use. A maximum of 100 single-family residence attached units may be constructed.
 - b. Food truck park is an additional permitted use.

- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback from the centerline of the main lanes of S. H. 121: 600 feet.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the frontage road of S. H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.
 - ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.

e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:

i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

a. Prior to or concurrent with the approval of a building permit for any single-family lots west of the drainage and floodway easement, the following requirements must be met:

i. A building permit for a minimum of 45,000 square feet of nonresidential uses;

ii. A building permit for an additional minimum of 10,000 square feet of restaurant and/or retail uses; and

iii. A preliminary plat for a minimum of 2 acres of open space.

b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:

i. A building permit for a minimum of 40,000 square feet of nonresidential uses.

ii. A preliminary plat for the remaining open space.

4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:

a. The planned development must include the following:

i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.

ii. A north-south minor street beginning at Rasor Boulevard and extending to the east-west minor street.

iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.

5. Single-Family Residence Attached Standards:

a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements with the following exceptions:

- i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
- ii. Single-family residence attached lots are exempt from the special residential setback slope requirement.
- iii. For lots with frontage on the east-west minor street, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk.
- iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the street must be 5 feet or less or must be 20 feet or greater in length.
- v. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

6. Open Space:

- a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).
- b. A minimum of 4.0 acres of public open space must be provided. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 "Usable Open Space" of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli's Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

FOR CITY COUNCIL MEETING OF: February 26, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/ks

xc: Mahesh Thakkar, Perfect Land Development, LLC
William Dahlstrom, Jackson Walker, LLP
Josh Millsap, Stantec

<https://goo.gl/maps/qXKen5Py71G2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 5, 2018

Agenda Item No. 1A

Public Hearing: Zoning Case 2017-033

Applicant: Perfect Land Development, LLC

DESCRIPTION:

Request to rezone 46.2 acres located at the southwest corner of State Highway 121 and Rasor Boulevard **from** Regional Commercial **to** Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses, and to modify development standards. Zoned Regional Commercial/State Highway 121 Overlay District. Project #ZC2017-033.

REMARKS:

The applicant is requesting to rezone the subject property to Planned Development-Regional Commercial (PD-RC) to create a mixed-use development centered around a pedestrian-oriented east-west street. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The RC district is intended for use in conjunction with the Regional Employment district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

The subject property is currently undeveloped. A concept plan, Mustang Square, Lot 2, Block A accompanies this request as Agenda Item 1B.

Surrounding Land Uses and Zoning

North	Across State Highway 121, new car dealer and undeveloped land located in the City of Frisco
East	Future public service yard and park land zoned Neighborhood Office (O-1) with Specific Use Permit #57 for Public Service Yard and vacant property zoned RC
South	Existing residential subdivision zoned Planned Development-178-Single-Family Residence-6 (Pasquinelli's Willow Crest)

West	Existing superstore and automobile parts sales zoned RC with Specific Use Permit #424 for Building Material Sales and #628 for Truck/Bus Leasing
------	--

Proposed Development Stipulations

The requested zoning is PD-RC. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to allow single-family residence attached and food truck park as additional permitted uses, consistent with the phasing and other standards of the planned development district.

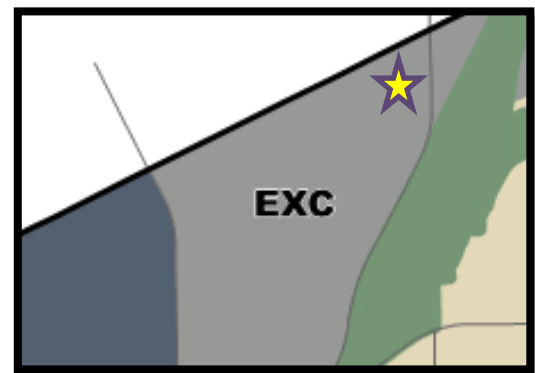
Design Standards - The language in the proposed PD district would allow this site to be developed with residential and nonresidential uses constructed and oriented towards a central east-west street with reduced building setbacks, on-street parking, sidewalks, and street trees.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Map designates this area as Expressway Corridor (EXC).

The Expressway Corridor future land use category applies to development along major expressways serving regional and interstate commerce. Development in these corridors is expected to include a mix of retail, service, office, restaurant, medical, hotel, and technology based uses. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land.

Due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.



The EXC land use designation recognizes the importance of major expressway corridors for commercial development. Due to the impacts of the adjacent highway, residential uses may not be appropriate in many instances. However, this property is large and could accommodate residential development as a transition to the existing single-family neighborhood to the south. To buffer residential uses, the applicant is proposing a residential setback from the highway and requiring either landscape screening the full length, or multistory nonresidential buildings be placed between no less than 60% of the homes and State Highway 121.

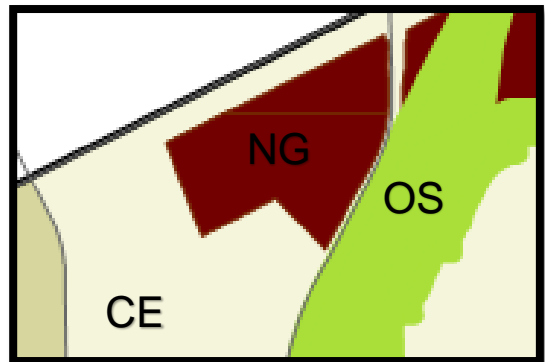
To the west of the subject property, adjacent to Ohio Drive and State Highway 121, there are three retail superstores, as well as additional retail, restaurant, and other commercial uses. Although this property could develop solely with nonresidential uses, due to the existing concentration of retail uses to the west, this area could benefit from the introduction of a pedestrian-oriented, mixed-use development, to add a variety to the development types within the area.

Furthermore, allowing additional residential uses will create a more appropriate buffer for the existing neighborhood to the south, and will be complimentary to development within the context of the surrounding area. Under the existing RC zoning, the property could be developed with nonresidential uses consistent with the adjacent retail centers. However, the proposed standards and uses will create a distinct walkable, integrated, mixed-use development which could serve to benefit the adjacent neighborhood and businesses. Lastly, the proposed residential setbacks meet or exceed the requirements of the RC zoning district. Therefore, staff believes the request is in conformance with the EXC designation.

Growth and Change Map - The Growth and Change Map designates the subject property as New Growth (NG).

NG areas are undeveloped areas greater than 50 acres and are expected to experience new development through master-planned projects.

This request is for a master-planned project which will bring new residential and commercial uses to the general area. This request is in conformance with the Growth and Change Map.



Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

This request will provide additional housing and employment choices with development standards intended to respect the existing neighborhood and businesses. This zoning request is in conformance with the Land Use Policy.

Undeveloped Land Policy - *Plano will reserve its remaining undeveloped land for high quality development with distinctive character, emphasizing businesses offering highly skilled employment and limiting housing and retail uses except when integrated into compact complete centers to ensure adequate land for projected employment growth.*

The applicant is proposing a unique development with a focus on pedestrian-oriented streets, a mix of uses, and required open space. The proposed standards will create a development with distinctive character in an area which is surrounded by traditional retail centers and single-family housing. This request is in conformance with the Undeveloped Land Policy.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property; however, the applicant may be responsible for making improvements to either the water and/or sanitary sewer system to increase the system capacity if required.

School Capacity - Frisco Independent School District has provided a letter regarding school capacity which staff has included as an attachment.

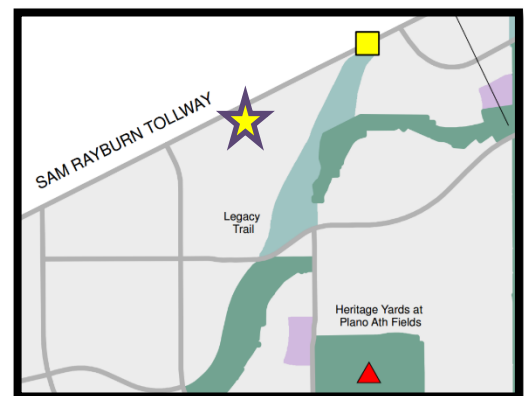
Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase Emergency Medical Services and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed development with the potential build-out of the subject property as retail. Using a similar building lot coverage as the adjacent retail development to the west, it is possible that 450,000 square feet of retail development could be constructed on the subject property. The table below shows the estimated traffic generation for the proposed mix of uses for a single hour during weekday peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

Proposed Development	AM	PM
Townhomes (95 lots)	42	49
General Office (140,000 square feet)	217	209
Retail/Restaurant (61,050 square feet)	61	228
Neighborhood Theater (1,000 seats)	60	320
Assembly Hall (1,000 seats)	105	99
Total	485	905
Potential Development		
Retail (450,000 square feet)	450	1,679

From the table above, the proposed development would generate slightly higher morning peak hour trips, but significantly fewer evening peak hour trips. Additionally, this information does not take into account any gains which may occur through mixed-use pedestrian activity.

Access to and Availability of Amenities and Services - The subject property is located within a park fee service area which will require residential units to contribute to the purchase of park land in this area. The subject property is also located across Rasor Boulevard from a future trail extension. Additionally, public open space will be provided for visitors and residents within the subject property.



The subject property is located within the Davis Library's service area, and service to future residents is possible with the current library resources.

ISSUES:

Residential Uses

The applicant is proposing to develop a single-family residence attached subdivision as part of the mixed-use development. There are multiple Comprehensive Plan policies that relate to the request for residential uses on this site. The Expressway Corridor Future Land Use designation states “due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors.” However, the Growth and Change Map, Land Use Policy, and Undeveloped Land Policy identify opportunities for housing on the subject property in the form of a master-planned project which respects existing neighborhoods and businesses through setbacks, open space, and design standards. Looking at the policies as a whole, staff believes that residential uses are appropriate for the subject property if:

1. Appropriate standards are established to protect residents from the effects of State Highway 121;
2. Appropriate standards are used to encourage high-quality development on the subject property; and
3. As a part of a mixed-use development with pedestrian-oriented standards.

Apart from the considerations noted above, staff would not support residential uses on the subject property. The recommended planned development stipulations are intended to fulfill these standards.

In order to protect residents from the impacts of the highway, the applicant is proposing a minimum 600-foot setback from the centerline of State Highway 121. The PD language also includes a requirement to construct multistory nonresidential buildings or install a landscape berm with trees between the residential uses and the frontage road. Staff believes the 600-foot distance will allow sufficient depth for commercial development to be constructed along the frontage road. Additionally, the residential uses are appropriate given the existing residential subdivision to the south and the PD restrictions which will buffer future residents from the highway. Furthermore, the applicant is proposing residential standards, a mix of uses, and proposed streets which are intended to create a high-quality pedestrian oriented development.

Other PD Stipulations

In order to create a unique mixed-use development, the applicant is proposing a number of stipulations. The information below is a summary of the proposed language:

1. Uses - In addition to single-family residence attached, the applicant is requesting to allow food truck park as an additional permitted use. Furthermore, drive-through restaurants would be prohibited and restaurants not fronting the east-west minor street must be a minimum of 5,000 square feet in size.

2. Single-family Standards - The requested zoning includes single-family standards which would allow the applicant to create lots using the Urban Mixed-Use (UMU) development standards for townhomes. To accommodate the development on the property, the applicant is proposing several changes to frontage, access standards, and including a requirement for visitor parking. To buffer the residential lots, the applicant will have to install a berm with landscaping or nonresidential buildings between the homes and State Highway 121. Staff believes the proposed changes are appropriate for the proposed single-family development.
3. Open Space - The applicant is proposing four acres of open space including a minimum of a half an acre along the east-west minor street, one acre in various other small parks, and two and a half acres within the drainage easement, as shown on the attached concept plan. Open space constitutes 8.7% of the area within the PD, which is consistent with other mixed-use developments within the city.
4. Phasing - The PD language includes phasing which would require 45,000 square feet of nonresidential uses, an additional 10,000 square feet of restaurant and/or retail space, and a minimum of two acres of open space with the initial 75 single-family lots to ensure a mix of uses occurs. The remaining lots would require permits for an additional of 40,000 square feet of nonresidential uses and approval of the remaining open space.
5. Streets - The development includes two required pedestrian-oriented streets which would require reduced building setbacks, on-street parking, wider sidewalks, and street trees. These street types are intended to create a pedestrian-oriented focus for the development.
6. Fencing/Screening - The proposed stipulations include several restrictions to ensure fencing is appropriate for a pedestrian-oriented development. Additionally, the applicant is requiring a fence and irrigated living screen adjacent to the Pasquinelli's Willow Crest Subdivision, which would grow to a minimum of 15 feet within two years of installation.
7. Parking - The applicant is requesting to allow offsite parking within 500 feet of a theater to contribute to the required parking allowances. The typical requirement per the Zoning Ordinance is 300 feet. Staff believes this is an appropriate allowance for this pedestrian-oriented mixed-use development.

The applicant's standards are intended to create a high-quality development, which would differentiate the subject property from traditional retail sites. Staff is in support of the requested stipulations.

SUMMARY:

The applicant is requesting to rezone 46.2 acres located at the southwest corner of State Highway 121 and Rasor Boulevard **from** Regional Commercial **to** Planned Development-Regional Commercial to allow single-family residence attached and food truck park uses, and to modify development standards. The request is in conformance with the recommendations of the Comprehensive Plan. The proposed uses and standards will

create a pedestrian-oriented mixed-use development, which will be distinct from the traditional retail development which could occur by right on the subject property. The request will also serve as an appropriate transition between the existing neighborhood and State Highway 121. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

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

1. Uses:

- a. Single-family residence attached is an additional permitted use. A maximum of 100 single-family residence attached units may be constructed.
- b. Food truck park is an additional permitted use.
- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback from the centerline of the main lanes of S. H. 121: 600 feet.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the frontage road of S. H. 121 per the following standards. The nonresidential

building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.

- ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

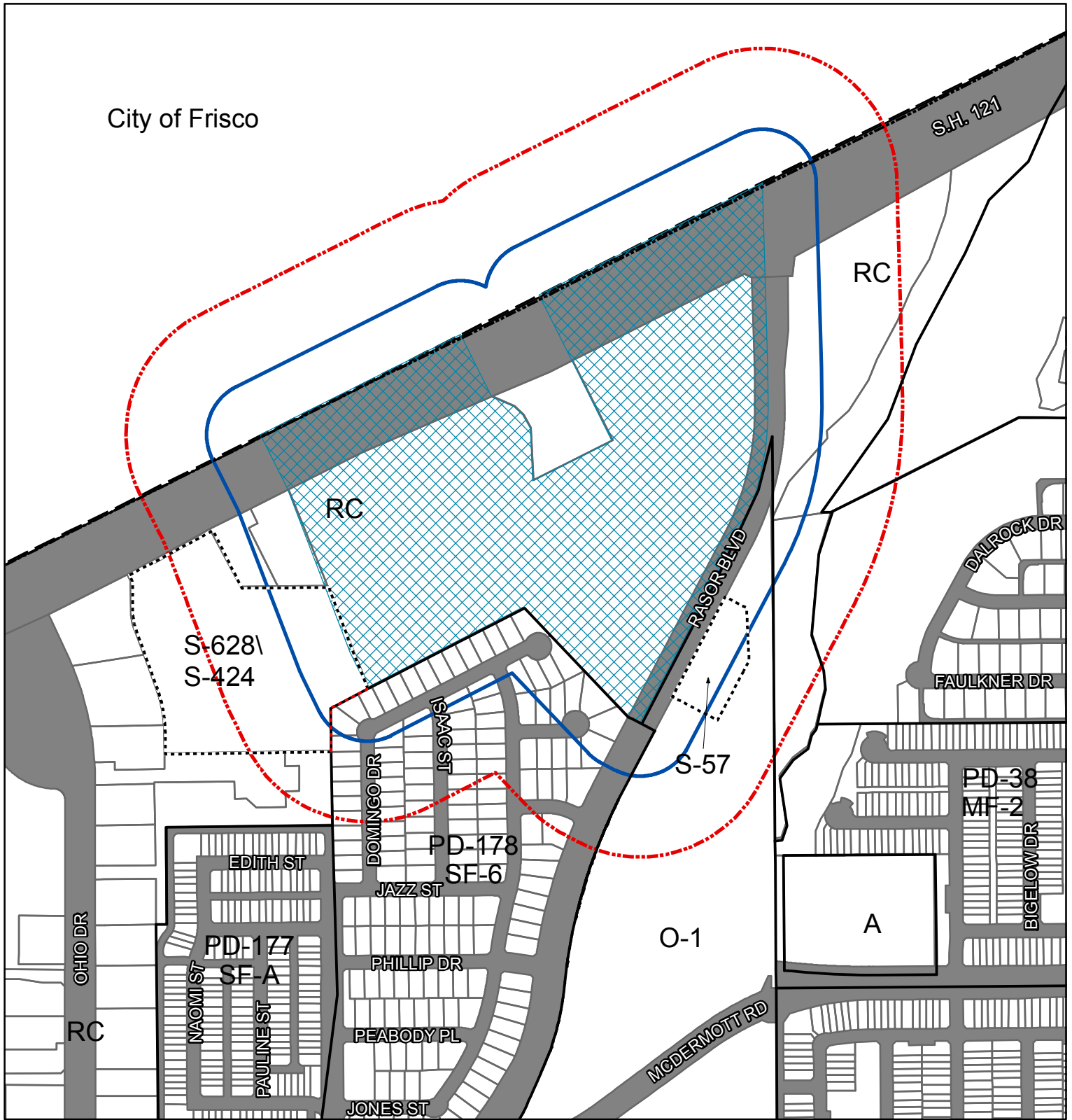
- a. Prior to or concurrent with the approval of a building permit for any single-family lots west of the drainage and floodway easement, the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses;
 - ii. A building permit for an additional minimum of 10,000 square feet of restaurant and/or retail uses; and
 - iii. A preliminary plat for a minimum of 2 acres of open space.
- b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 40,000 square feet of nonresidential uses.

- ii. A preliminary plat for the remaining open space.
- 4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:
 - a. The planned development must include the following:
 - i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.
 - ii. A north-south minor street beginning at Rasor Boulevard and extending to the east-west minor street.
 - iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.
- 5. Single-Family Residence Attached Standards:
 - a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements with the following exceptions:
 - i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
 - ii. Single-family residence attached lots are exempt from the special residential setback slope requirement.
 - iii. For lots with frontage on the east-west minor street, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk.
 - iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the street must be 5 feet or less or must be 20 feet or greater in length.
 - v. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.
- 6. Open Space:
 - a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).

- b. A minimum of 4.0 acres of public open space must be provided. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 “Usable Open Space” of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli’s Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

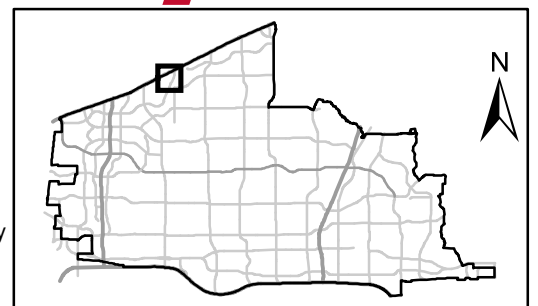


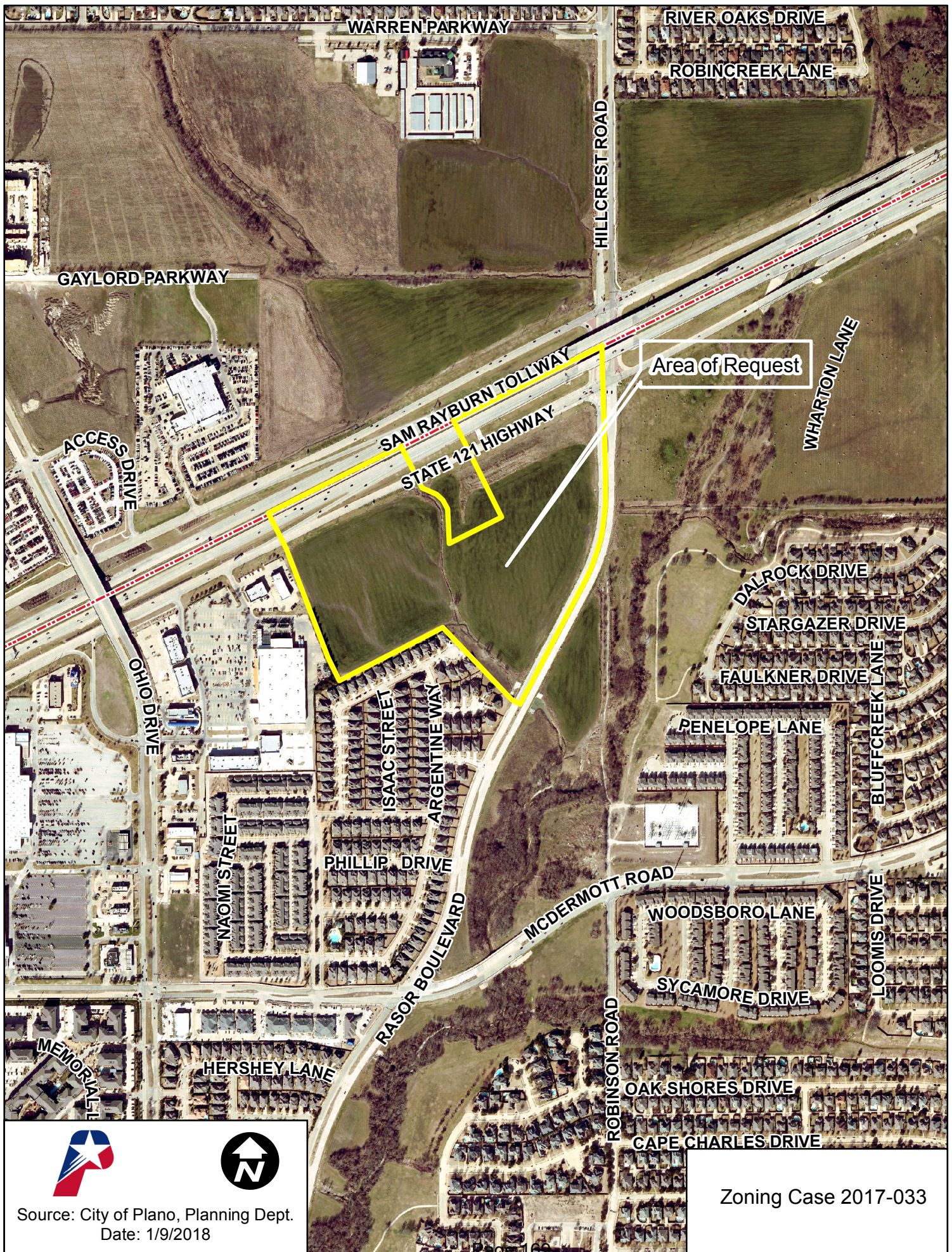
Zoning Case #: 2017-033

Existing Zoning: Regional Commercial (RC)/State Highway 121 Overlay District

Proposed Zoning: Planned Development-Regional Commercial (PD-RC) to allow additional use of Single-Family Residence Attached & Food Truck Park

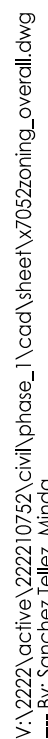
- Zoning Boundary Change/SUP
 Specific Use Permit
 Subject Property
- City Limits
 500' Courtesy Notification Buffer
 Right-of-Way
- Zoning Boundary
 200' Notification Buffer





Source: City of Plano, Planning Dept.
Date: 1/9/2018

Zoning Case 2017-033



www.stantec.com

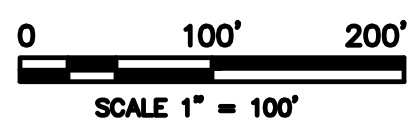
Client/Project
PERFECT LAND DEVELOPMENT, LLC

File Name: x7052zoning_overall.dwg

Drawing No. 1

----- 1

1



ZONING DESCRIPTION

BEING AN APPROXIMATE 2.42 ACRE TRACT OF LAND SITUATED IN THE S. & M. RY. CO. SURVEY, ABSTRACT NO. 880 AND THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 7, ABSTRACT NO. 153, CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING ALL OF LOT 2, BLOCK A OF MUSTANG SQUARE, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, (P.R.C.C.T.) AND ALSO BEING A PORTION OF 730 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, (P.R.C.C.T.) AND ALSO BEING A PORTION OF THAT CALLED 24,368 ACRE TRACT OF LAND DESCRIBED TO PERFECT LAND DEVELOPMENT LLC IN THE SPECIAL ORDER OF THE COLLIN COUNTY CLERK OF COURTS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.) OF THE OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), A PORTION OF THAT CALLED 12,000 ACRE TRACT OF LAND DESCRIBED TO PERFECT LAND DEVELOPMENT LLC IN THE SPECIAL ORDER OF THE COLLIN COUNTY CLERK OF COURTS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.) O.P.R.C.C.T., AND INCLUDING A PORTION OF RASOR BOULEVARD, (A VARIABLE WIDTH RIGHT OF WAY AS DEDICATED IN INSTRUMENT NO. 20090123000808060 AND INSTRUMENT NO. 20090629000809770, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.) AND ALSO BEING A PORTION OF THAT CALLED 12,000 ACRE TRACT OF LAND DESCRIBED TO PERFECT LAND DEVELOPMENT LLC IN THE SPECIAL ORDER OF THE COLLIN COUNTY CLERK OF COURTS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SAID STATE HIGHWAY 121 AND SAID RASOR BOULEVARD;

THENCE ALONG THE CENTERLINE OF SAID RASOR BOULEVARD, THE FOLLOWING:

SOUTH 01°39'14" EAST, A DISTANCE OF 698.54 FEET;

SOUTH 00° 23'27" EAST, A DISTANCE OF 137.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET;

SOUTHWESTERLY WITH SAID SURVEY TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°09'16" FOR
AND ARC LENGTH OF 515.96 FEET, A CHORD BEARING OF SOUTH 13°42'39" WEST AND A CHORD
DISTANCE OF 510.78 FEET;

SOUTH 27°46'30" WEST, A DISTANCE OF 764.15 FEET;

THENCE LEAVING THE CENTERLINE OF SAID RASOR BOULEVARD, NORTH 62°13'30" WEST, A DISTANCE OF 55.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 10 BLOCK 1 OF PASQUINELLI'S WILLOW CREST, PHASE 3 AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2007, PAGE 147, P.R.C.C.T.;

THENCE NORTH 43°44'44" WEST ALONG THE NORTHEAST LINE OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, A DISTANCE OF 559.30 FEET;

THENCE SOUTH 62°42'15" WEST ALONG THE NORTHWEST LINE OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, A DISTANCE OF 651.22 FEET TO THE MOST EASTERLY CORNER OF LOT 3, BLOCK A OF HAGGAR SQUARE RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, PAGE 616, P.R.C.C.T.;

THENCE NORTH 26°14'37" WEST ALONG THE NORTHEAST LINE OF SAID LOT 3, A DISTANCE OF 145.48 FEET;

THENCE NORTH 20°58'27" WEST CONTINUING ALONG SAID NORTHEAST LINE AND THE NORTHEAST LINE OF LOT 2R, BLOCK A OF HAGGAR SQUARE RETAIL CENTER ADDITION, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., A DISTANCE OF 653.38 FEET TO THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 121;

THENCE NORTH 26°38'38" WEST, A DISTANCE OF 223 FEET TO THE APPROXIMATE CENTERLINE OF SAID STATE HIGHWAY NO. 121;

THENCE NORTH 63°21'22" EAST ALONG THE APPROXIMATE CENTERLINE OF SAID STATE HIGHWAY NO. 121, A DISTANCE OF 832.61 FEET;

THENCE SOUTH 26°38'38" EAST, A DISTANCE OF 261 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID MUSTANG SQUARE;

THENCE ALONG THE COMMON LINE OF SAID LOT 1 AND LOT 2, BLOCK A OF MUSTANG SQUARE THE FOLLOWING:

SOUTH 66°33'23" EAST, A DISTANCE OF 90.00 FEET;

SOUTH 46°16'00" EAST, A DISTANCE OF 45.99 FEET;

SOUTH 29°36'39" EAST, A DISTANCE OF 56.78 FEET;

SOUTH 02°35'13" EAST, A DISTANCE OF 194.83 FEET

NORTH 63°21'29" EAST, A DISTANCE OF 329.85 FEET

NORTH 26°38'31" WEST, A DISTANCE OF 333.13 FEET

THENCE NORTH 26°38'38" WEST A DISTANCE OF 274 FEET TO THE APPROXIMATE CENTERLINE OF SAID STATE HIGHWAY NO. 121;

THENCE NORTH 63°21'22" EAST ALONG THE APPROXIMATE CENTERLINE OF SAID STATE HIGHWAY NO. 121, A DISTANCE OF 930.82 FEET TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 46.2 ACRES OF LAND MORE OR LESS

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED. THIS IS NOT A BOUNDARY SURVEY.
2. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

DEVELOPER/APPLICANT (LOT 2, BLOCK A):

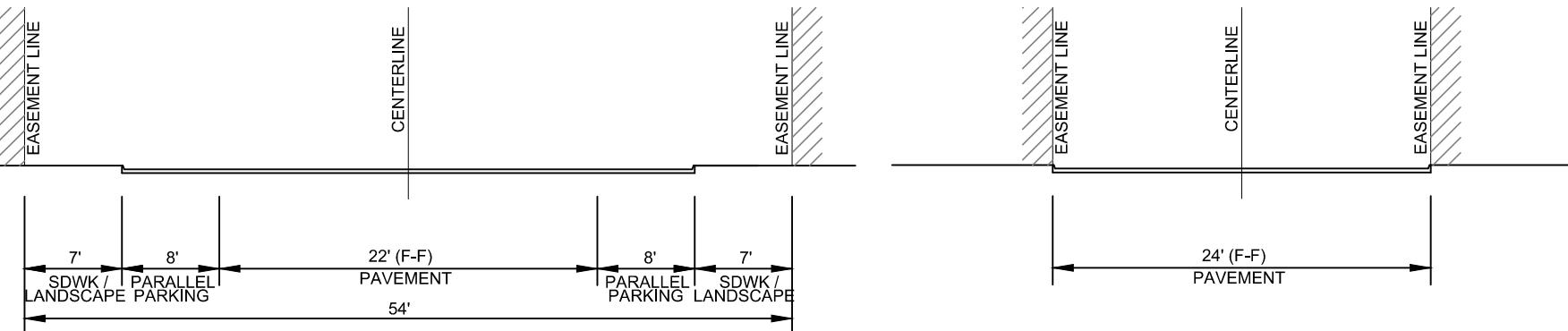
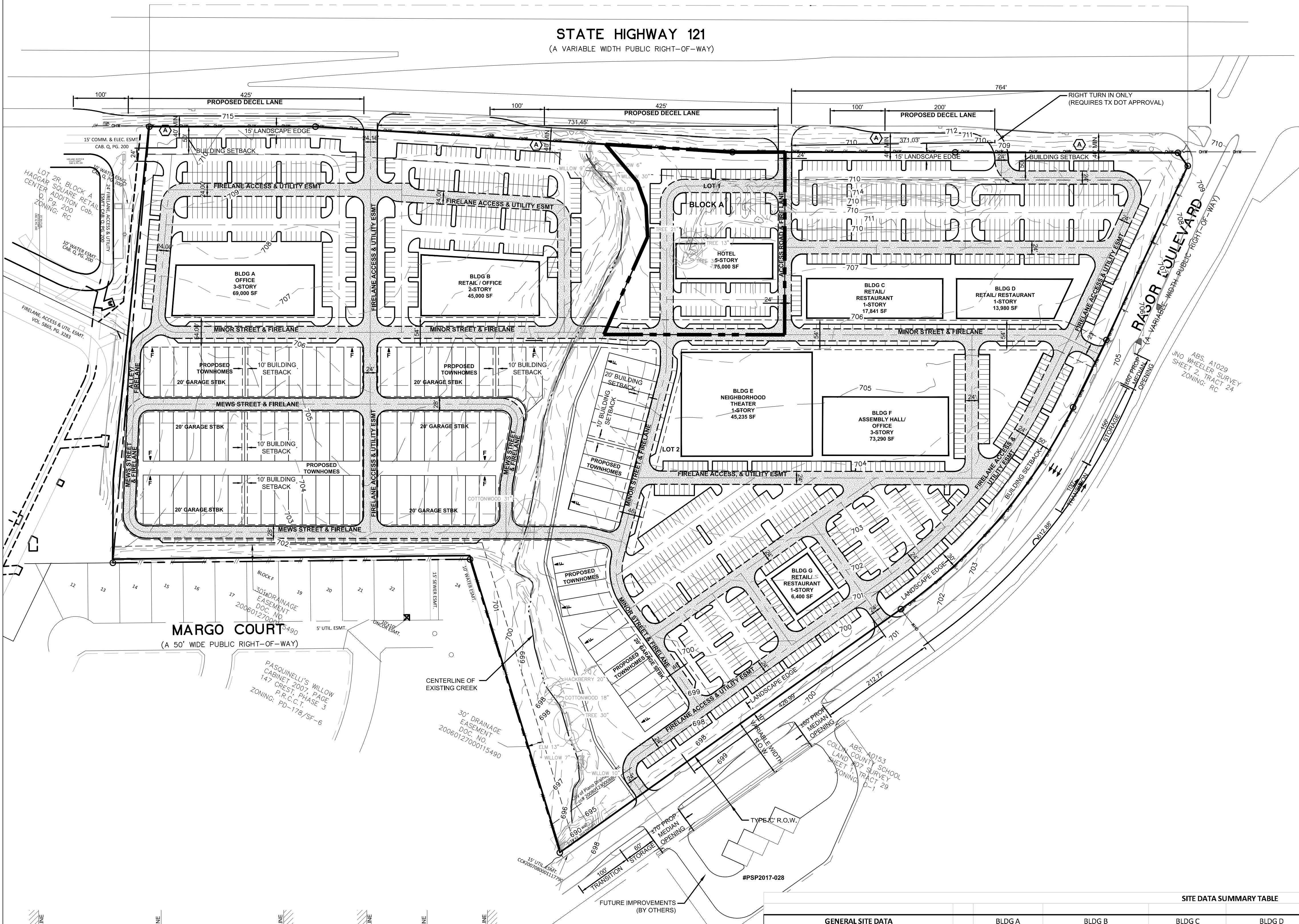
PERFECT LAND DEVELOPMENT,
LLC
6850 TPC DRIVE
SUITE 108
McKINNEY, TEXAS 75070
PHONE: (214) 395-6757
CONTACT: MAHESH THAKKAR

CIVIL ENGINEER/PREPARER:

STANTEC CONSULTING SERVICES INC
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBPE #: F-6324

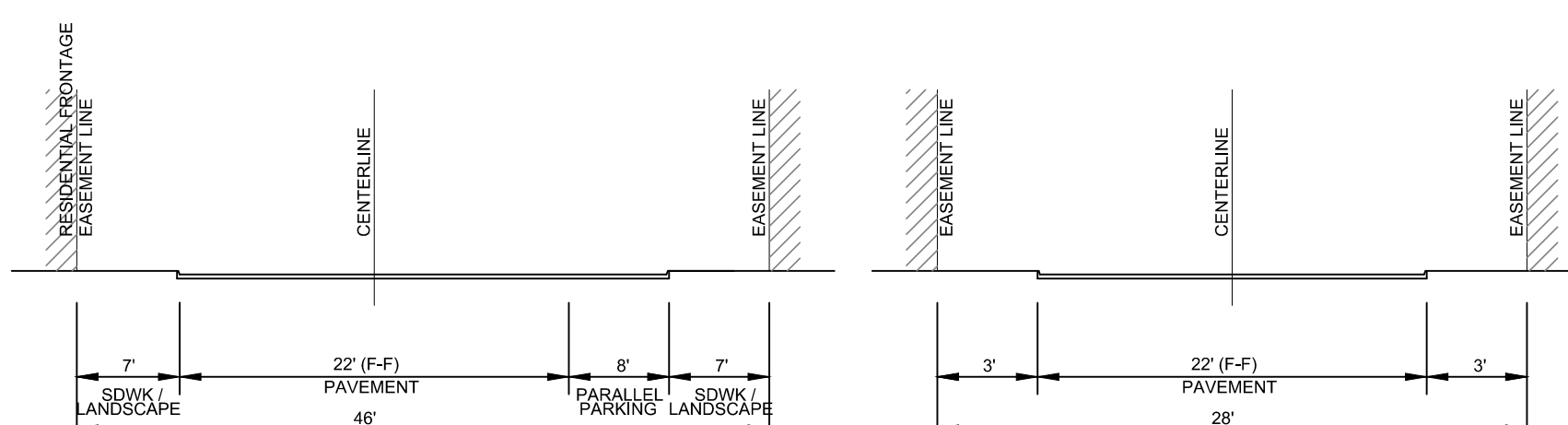
BEING 38.648 ACRES OUT OF THE
SA.&M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
DECEMBER 6, 2017

V:\2222\active\2222\0752\cpl\phase_1\con\sheet\0752_c-1-01-cp.dwg
2018/02/01 12:21 AM By: Matt Rodney



MINOR STREET (EASTWEST)
SCALE: N.T.S.

FIRELANE, ACCESS & UTILITY
SCALE: N.T.S.



MINOR STREET (NORTH/SOUTH)
SCALE: N.T.S.

MEWS STREET
SCALE: N.T.S.

STATE HIGHWAY 121
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

SITE DATA SUMMARY TABLE								
GENERAL SITE DATA	BLDG A	BLDG B	BLDG C	BLDG D	BLDG E	BLDG F	BLDG G	TOTAL (ALL BLDGS)
ZONING	PLANNED DEVELOPMENT-REGIONAL COMMERCIAL							
LOT AREA	36.3 ACRES							
LAND USE	GENERAL OFFICE	RETAIL / GENERAL OFFICE	RETAIL / RESTAURANT	RETAIL / RESTAURANT	NEIGHBORHOOD THEATER	ASSEMBLY HALL / GENERAL OFFICE	RETAIL / RESTAURANT	N/A
BUILDING FOOTPRINT AREA (SF)	23,000	22,500	17,841	13,980	45,235	24,430	6,400	153,386
TOTAL BUILDING AREA (SF)	69,000	45,000 (22,500 SF GENERAL OFFICE & 22,500 SF RETAIL)	17,841 (8,920.5 SF RETAIL & 8,920.5 SF RESTAURANT)	13,980 (6,990 SF RETAIL & 6,990 SF RESTAURANT)	45,235 (1,000 SEAT CAPACITY)	73,290 (24,430 ASSEMBLY HALL & 48,860 GENERAL OFFICE)	6,400 (3,200 RETAIL & 3,200 RESTAURANT)	270,746
BUILDING HEIGHT (# OF STORIES)	3	2	1	1	1	3	1	N/A
LOT COVERAGE	10.32%							
FLOOR AREA RATIO	0.182							

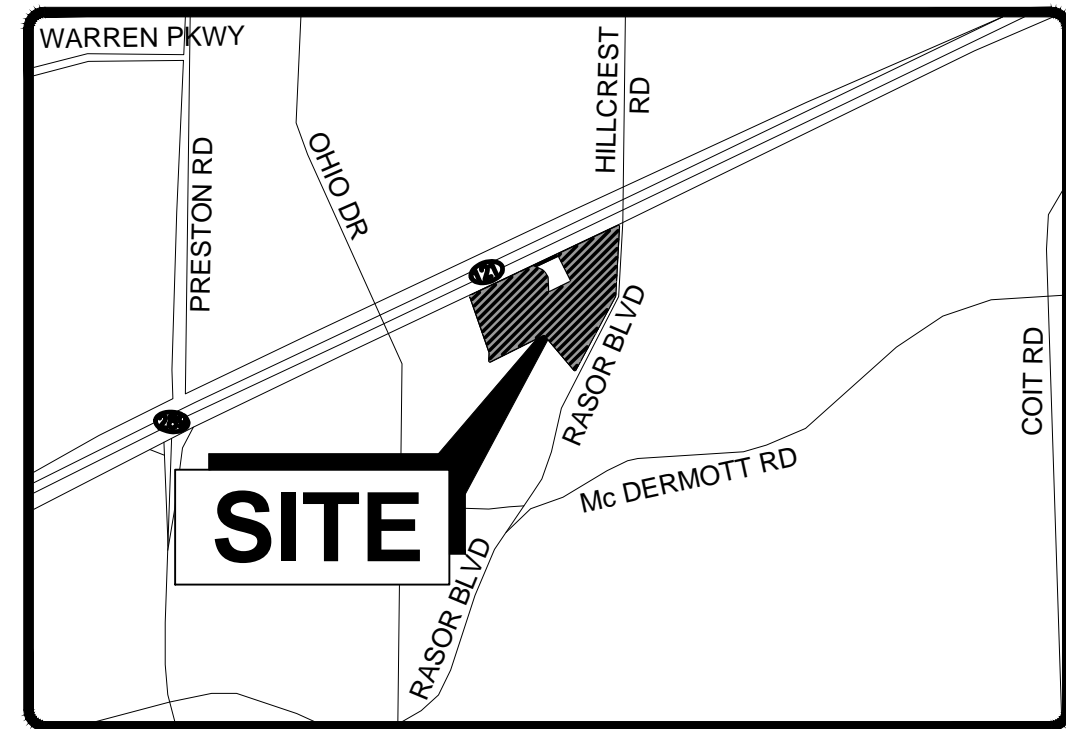
OWNER (LOT 1, BLOCK A):
REX HOSPITALITY CORPORATION
14516 REGENTS WALK
AUSTIN, TEXAS 78728
PHONE: (405) 226-0891
CONTACT: RAUNAK EEMAN

DEVELOPER/APPLICANT (LOT 2, BLOCK A):
PERFECT LAND DEVELOPMENT, LLC
6850 TPC DRIVE
SUITE 400
MCKINNEY, TEXAS 75070
PHONE: (214) 395-6757
CONTACT: MAHESH THAKKAR

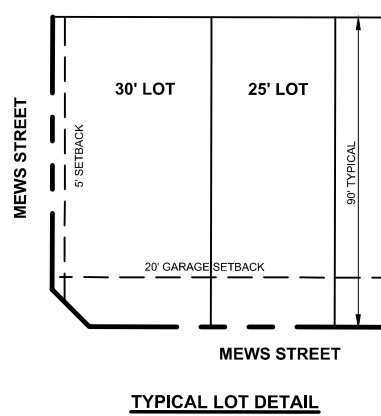
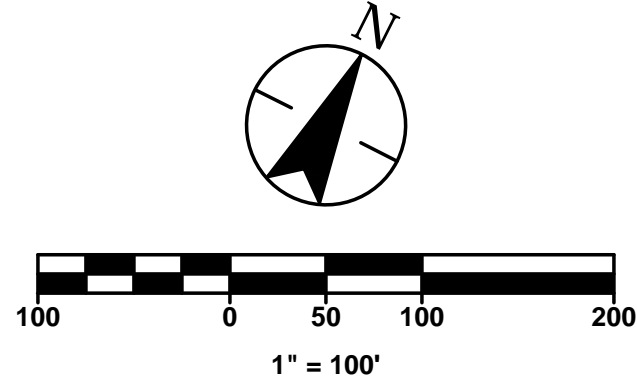
CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBPE #: F-6324

SURVEYOR:
PROBECK LAND SURVEYORS
P.O. BOX 550695
DALLAS, TEXAS 75355-0695
PHONE: (214) 549-5349
CONTACT: LARRY PROBECK
TBPLS #: F-10042600

CONCEPT PLAN
CITY PROJECT NO. CP2017-014
MUSTANG SQUARE
LOT 2, BLOCK A
BEING 36.285 ACRES OUT OF THE
S.A.&M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
JANUARY 8, 2018



LOCATION MAP
N.T.S.



TYPICAL LOT DETAIL

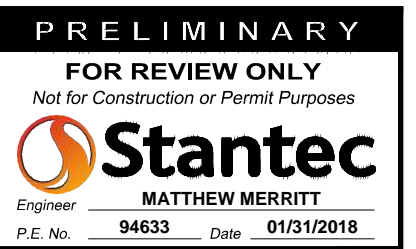
Client/Project
PERFECT LAND DEVELOPMENT, LLC

MUSTANG SQUARE

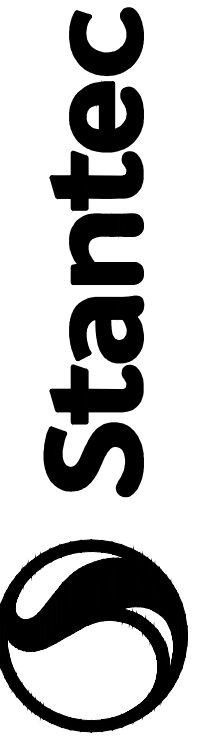
CITY OF PLANO, COLLIN COUNTY, TEXAS

Title
CONCEPT PLAN

Permit-Seal



Project Number:	222210752		
File Name:	10752_c1-101-cp.dwg		
STANTEC	JAM	JAM	17.10.26
Dwn.	Chkd.	Dsgn.	YY.MM.DD
Drawing No.	CON. 1		
Revision	Sheet		

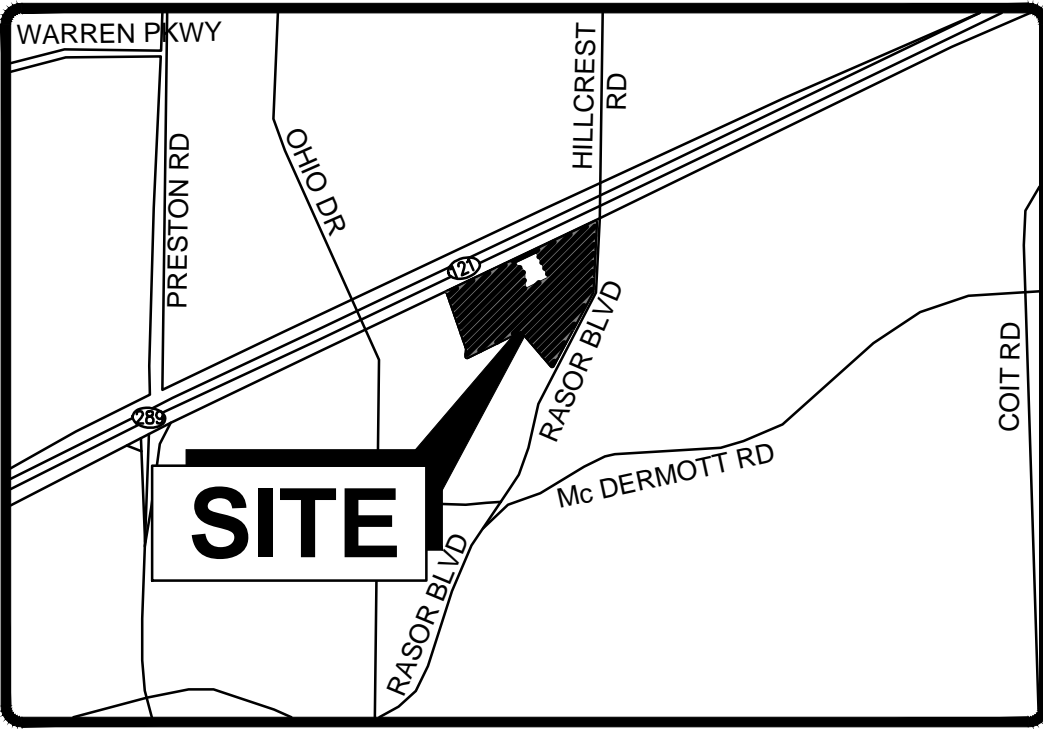
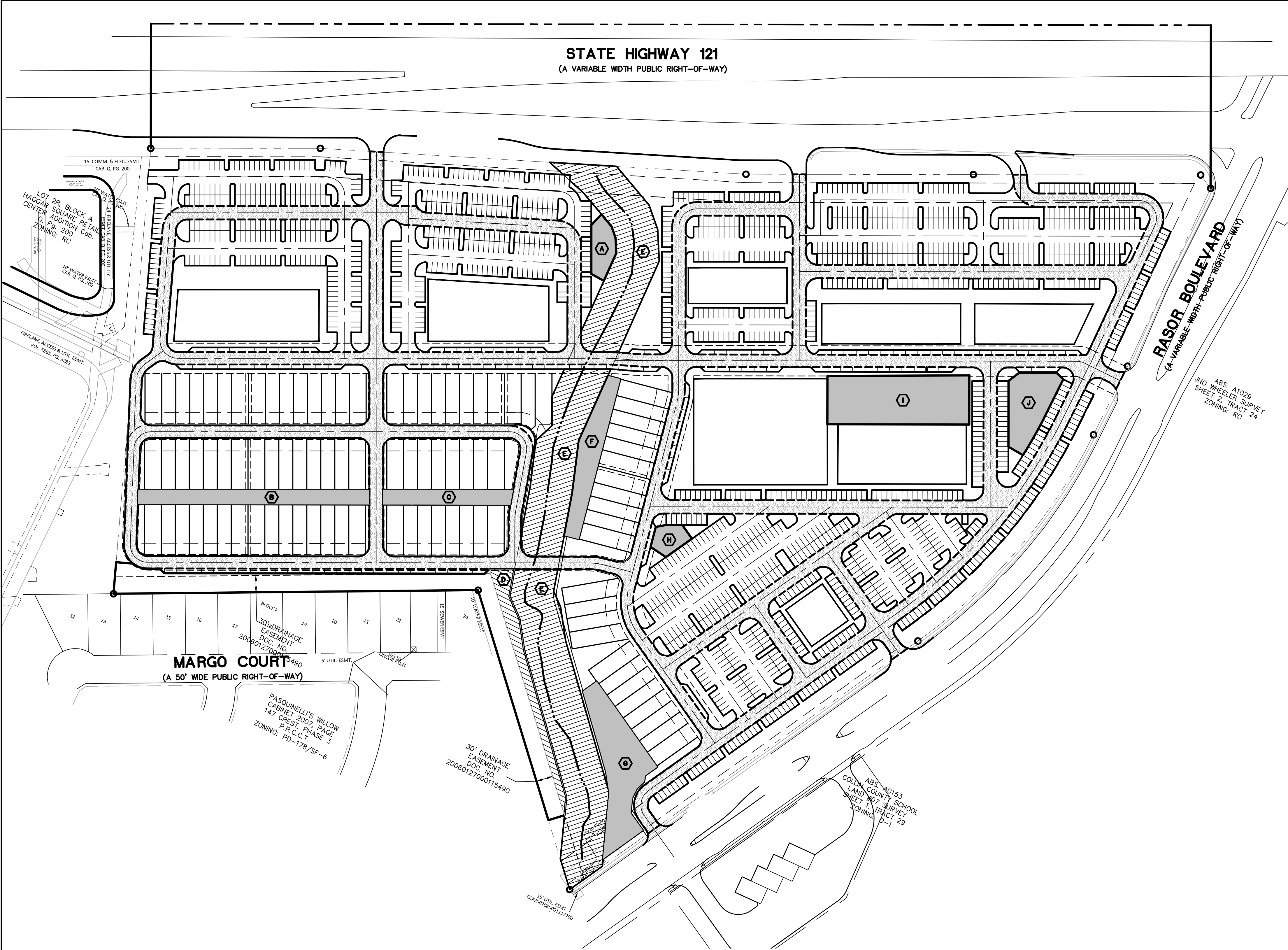


TBPE # F-6324
TBPLS # 10194229
12222 Merit Drive Suite 400
Dallas TX
www.stantec.com

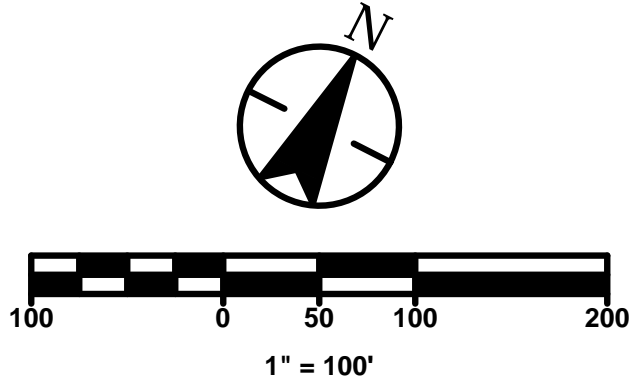
The Contractor and user of this drawing shall be responsible for all dimensions, DO NOT scale the drawing, any errors or omissions shall be reported to Stantec without delay. Stantec is not responsible for any errors or omissions in this drawing, reproduction or use for any purpose other than that authorized by Stantec is forbidden.

By	Appd.	Issued	Revision
YY.MM.DD	YY.MM.DD		

V:\2222\active\2222\0752\civil\phase_1\exhibit\2018-01-19_open_areas_exhibit\open_areas_exh.dwg
2018/02/01 12:29 AM By: Matt Rodney



LOCATION MAP
N.T.S.



AREA	SQUARE FOOTAGE	ACREAGE
A	3,934.88	0.09
B	10,540.01	0.24
C	5,998.59	0.14
*D	8,147.45	0.19
E	97,166.98	2.23
F	9,920.85	0.23
G	16,999.45	0.39
H	2,788.89	0.06
I	22,072.66	0.51
J	9,331.77	0.22
TOTAL OPEN SPACE	186,901.53 SF	4.30 AC

*D TO BE INTERGRATED WITH CREEK IMPROVEMENTS

OPEN SPACE EXHIBIT
ZC2017- 033
MUSTANG SQUARE
BLOCK A, LOT 2
JANUARY 31, 2018

Client/Project
PERFECT LAND DEVELOPMENT, LLC

MUSTANG SQUARE

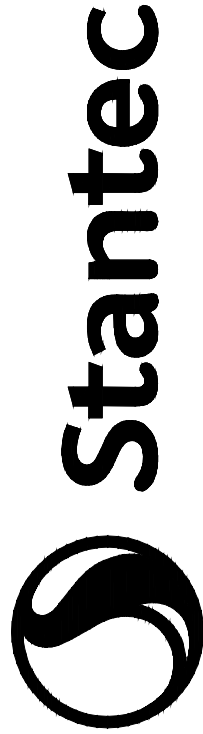
CITY OF PLANO, COLLIN COUNTY, TEXAS

Title
OPEN SPACE EXHIBIT

Permit-Seal



Project Number:	222210752		
File Name:	open_areas_exh.dwg		
STANTEC:	JAM	JAM	17.10.26
Dwn:	Chkd:	Disp:	YY MM DD
Drawing No.	EXH. 1		
Revision	Sheet		



12222 Merit Drive Suite 400
Dallas TX
www.stantec.com
The Contractor and user are responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay. This drawing is for informational purposes only and is not to be used for any purpose other than that authorized by Stantec's license.

TBPE # F4324
TBPL # 10194229

12222 Merit Drive Suite 400
Dallas TX
www.stantec.com
The Contractor and user are responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay. This drawing is for informational purposes only and is not to be used for any purpose other than that authorized by Stantec's license.

Revision



5515 Ohio Drive
Frisco, Texas 75035
469.633.6000
469.633.6050 (fax)
www.friscoisd.org

January 24, 2018

Ross Altobelli
Senior Planner
City of Plano

Ross,

The following are the enrollments and their capacities of the Frisco ISD schools that serve residents who live within the boundaries of the City of Plano

<u>Current Enrollment</u>		<u>Capacity</u>
Riddle	766	760
Borchardt	753	760
Taylor	722	760
Anderson	646	760
Fowler	1,145	1,000
Liberty	1,975	2,100

A note here, we have rezoned several areas from Fowler Middle School to Clark Middle School for the coming year, this will result in an enrollment of around 950 students at Fowler for the fall of 2018.

Sincerely,

Todd Fouche, Ed.D.
Deputy Superintendent of Business Services

OFFICE OF THE SUPERINTENDENT

Mike Waldrip, Ed.D.
Superintendent of Schools

Michele Crutcher
Assistant to Superintendent and
Board of Trustees

DEPUTY SUPERINTENDENTS

Todd Fouche, Ed.D.
Business Services

Katie Kordel
Curriculum and Instruction

Doug Zambiasi
Support Services

ASSISTANT SUPERINTENDENTS

Kenny Chandler
Student Services

Pamela Linton
Human Resources

EXECUTIVE DIRECTORS

Melissa Fouche
Technology and Media
Services

Chris Moore
Communications and
Community Relations

Zoning Case 2017-033

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 46.2 acres of land out of the S.A. & M.G. Ry. Co. Survey, Abstract No. 880, and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southwest corner of State Highway 121 and Rasor Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses and modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

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 26th day of February 2018, for the purpose of considering rezoning 46.2 acres of land out of the S.A. & M.G. Ry. Co. Survey, Abstract No. 880, and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southwest corner of State Highway 121 and Rasor Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses and modify development standards; 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 26th day of February 2018; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 46.2 acres of land out of the S.A. & M.G. Ry. Co. Survey, Abstract No. 880, and the Collin County School Land Survey No. 7, Abstract No. 153, located at the southwest corner of State Highway 121 and Rasor Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-Regional Commercial to allow single-family residence and food truck park as additional permitted uses, and modify development standards, said property being described in the legal description on Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following:

Restrictions:

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

1. Uses:

- a. Single-family residence attached is an additional permitted use. A maximum of 100 single-family residence attached units may be constructed.
- b. Food truck park is an additional permitted use.
- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback from the centerline of the main lanes of S.H. 121: 600 feet.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.

- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the frontage road of S.H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.
 - ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S.H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

- a. Prior to or concurrent with the approval of a building permit for any single-family lots west of the drainage and floodway easement, the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses;
 - ii. A building permit for an additional minimum of 10,000 square feet of restaurant and/or retail uses; and

- iii. A preliminary plat for a minimum of 2 acres of open space.
 - b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 40,000 square feet of nonresidential uses.
 - ii. A preliminary plat for the remaining open space.
- 4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:
 - a. The planned development must include the following:
 - i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.
 - ii. A north-south minor street beginning at Rasor Boulevard and extending to the east-west minor street.
 - iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.
- 5. Single-Family Residence Attached Standards:
 - a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements with the following exceptions:
 - i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
 - ii. Single-family residence attached lots are exempt from the special residential setback slope requirement.
 - iii. For lots with frontage on the east-west minor street, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk.
 - iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the street must be 5 feet or less or must be 20 feet or greater in length.

- v. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

6. Open Space:

- a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).
- b. A minimum of 4.0 acres of public open space must be provided. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 "Usable Open Space" of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli's Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

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

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

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

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF FEBRUARY 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2017-033

BEING an approximate 46.2 acre tract of land situated in the S. A. & M.G. Ry. Co. Survey, Abstract No. 880 and the Collin County School Land Survey No. 7, Abstract No. 153, City of Plano, Collin County, Texas and being all of Lot 2, Block A of Mustang Square, an addition to the City of Plano described by conveyance plat recorded in Volume 2014, Page 730 of the Plat Records of Collin County, Texas, (P.R.C.C.T.), and also being a portion of that called 24.368 acre tract of land described to Perfect Land Development LLC in the special warranty deed with a vendor's lien recorded in Instrument No. 20161104001502130 of the Official Public Records Collin County, Texas (O.P.R.C.C.T.), a portion of that called 12.00 acre tract of land described to Perfect Land Development LLC in the special warranty deed with a vendor's lien recorded in Instrument No. 20170131000132870, O.P.R.C.C.T., and including a portion of Rasor Boulevard, (a variable width right-of-way as dedicated in Instrument No. 20080123000088080 and Instrument No. 2009062900809770, O.P.R.C.C.T.) and a portion of State Highway No. 121, (a variable width right-of-way) and being more particularly described as follows:

BEGINNING at the centerline intersection of said State Highway 121 and said Rasor Boulevard;

THENCE along the centerline of said Rasor Boulevard, the following: South 01°39'14" East, a distance of 698.54 feet; South 00° 23'27" East, a distance of 137.23 feet to the point of curvature of a curve to the right having a radius of 1050.00 feet; Southwesterly with said survey to the right through a central angle of 28°09'11" for and arc length of 515.96 feet, a chord bearing of south 13°42'39" West and a chord distance of 510.78 feet; South 27°46'30" West, a distance of 764.15 feet;

THENCE leaving the centerline of said Rasor Boulevard, North 62°13'30" West, a distance of 55.00 feet to the easterly corner of Lot 10, Block I of Pasquinelli's Willow Crest, Phase 3 an addition to the City of Plano according to the plat thereof recorded in Volume 2007, Page 147, P.R.C.C.T.;

THENCE North 43°44'44" West along the northeast line of said Pasquinelli's Willow Crest, Phase 3 addition, a distance of 559.30 feet;

THENCE South 62°42'15" West along the northwest line of said Pasquinelli's Willow Crest, Phase 3 addition, a distance of 651.22 feet to the most easterly corner of Lot 3, Block A of Haggard Square Retail Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 616, P.R.C.C.T.;

THENCE North 26°14'37" West along the northeast line of said Lot 3, a distance of 145.48 feet;

THENCE North 20°58'27" West continuing along said northeast line and the northeast line of Lot 2R, Block A of Haggard Square Retail Center addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet Q, Page 200, P.R.C.C.T., a distance of 653.38 feet to the southeast line of said State Highway No. 121;

THENCE North 26°38'38" West, a distance of 223 feet to the approximate centerline of said State Highway No. 121;

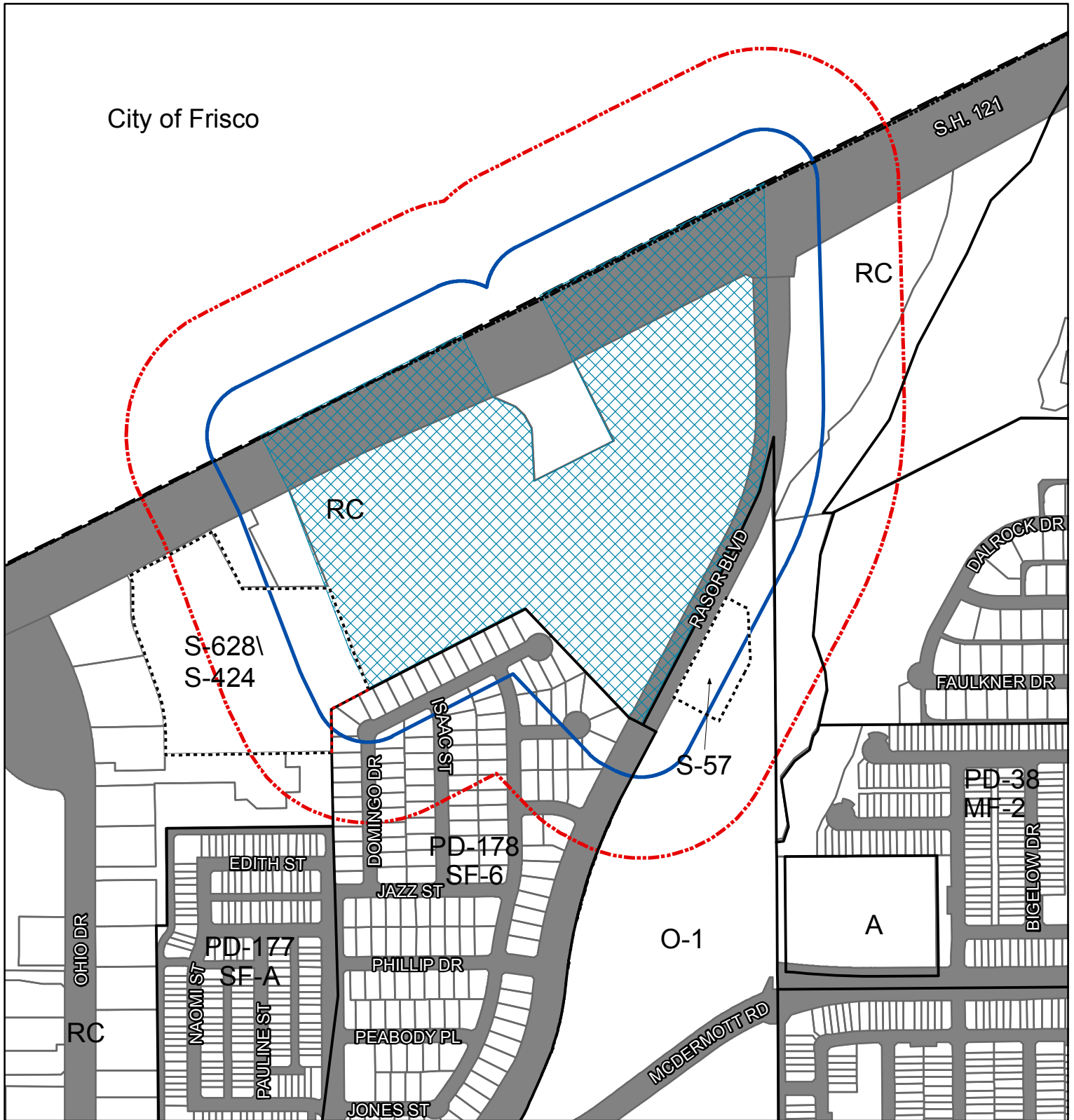
THENCE North 63°21'22" East along the approximate centerline of said State Highway No. 121, a distance of 832.61 feet;

THENCE South 26°38'38" East, a distance of 261 feet to the west corner of Lot 1, Block A of said Mustang Square;

THENCE along the common line of said Lot 1 and Lot 2, Block A of Mustang Square the following: South 66°33'23" East, a distance of 90.00 feet; South 46°16'00" East, a distance of 45.99 feet; South 29°36'39" East, a distance of 56.78 feet; South 02°35'13" East, a distance of 194.83 feet; North 63°21'29" East, a distance of 329.85 feet; North 26°38'31" West, a distance of 333.13 feet;

THENCE North 26°38'38" West a distance of 274 feet to the approximate centerline of said State Highway No. 121;

THENCE North 63°21'22" East along the approximate centerline of said State Highway No. 121, a distance of 930.82 feet to the POINT OF BEGINNING and CONTAINING approximately 46.2 acres of land more or less.

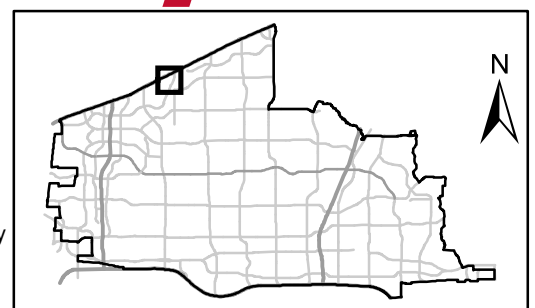


Zoning Case #: 2017-033

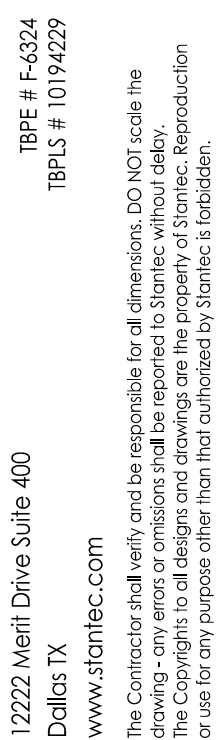
Existing Zoning: Regional Commercial (RC)/State Highway 121
Overlay District

Proposed Zoning: Planned Development-Regional Commercial (PD-RC) to
allow additional use of Single-Family Residence Attached &
Food Truck Park

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



Source: City of Plano Planning Department



Client/Project
PERFECT LAND AND DEVELOPMENT, LLC

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Stantec
Engineer **MATTHEW MERRITT**
P.E. No. **94633** Date **1/8/2018**

File Name: x7052zoning_overall.dwg

Revision Sheet

1

1

0 100' 200'

SCALE 1" = 100'

ZONING DESCRIPTION

CONTAINING APPROXIMATELY 46.2 ACRES OF LAND MORE OR LESS

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS, TITLE AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
THIS IS NOT A BOUNDARY SURVEY.
2. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED ZONING STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO THE DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBPE #: F-6324

BEING 38.648 ACRES OUT OF THE
S.A.&M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
DECEMBER 6, 2017



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/26/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2018-2-8 as requested in Zoning Case 2017-038 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, 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: WC Custer Creek Center Property, LLC
Conducted and Adopted

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2017-038 Follow Up	2/15/2018	P/Z Follow-up Memo
ZC 2017-038 2nd Vice Chair Report	2/16/2018	Memo
ZC 2017-038 Write Up	2/15/2018	Staff Report
ZC 2017-038 Locator	2/15/2018	Map
ZC 2017-038 Aerial	2/15/2018	Map
ZC 2017-038 Zoning Exhibit (Bold)	2/15/2018	Map
ZC 2017-038 Letter from Applicant	2/15/2018	Informational
ZC 2017-038 Ordinance	2/15/2018	Ordinance

DATE: February 6, 2018
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 5, 2018

**AGENDA ITEM NO. 2 - PUBLIC HEARING
ZONING CASE 2017-038
APPLICANT: WC CUSTER CREEK CENTER PROPERTY, LLC**

Request for Specific Use Permit for Vehicle Leasing and Renting on 0.1 acre located 281 feet south of Spring Creek Parkway, 600 feet east of Custer Road. Zoned Retail. Project #ZC2017-038.

APPROVED: 4-2 **DENIED:** **TABLED:**

STIPULATIONS:

Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Received Outside 200' Notice Area:	Support: <u>3</u>	Oppose: <u>21</u>	Neutral: <u>4</u>
Petition(s) Received: <u>0</u>	# Of Signatures: <u>0</u>		

Recommended for approval with a maximum inventory of 10 vehicles. The Commissioners voting in opposition believed this was an inappropriate location for the request.

FOR CITY COUNCIL MEETING OF: February 26, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/ks

xc: Julie Butticarolo, WC Custer Creek Center Property, LLC
Wilayat Sajjani, Sign Print & Ship
Josiah Choiniere
Jeanna Scott, Plan Review Services Supervisor

<https://goo.gl/maps/HCqv97kcQKT2>

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

ZONING CASE 2017-038

FEBRUARY 5, 2018

SECOND VICE CHAIRMAN'S REPORT

Agenda Item No. 2 – Public Hearing

Zoning Case 2017-038 – Request for Specific Use Permit for Vehicle Leasing and Renting on 0.1 acre located 281 feet south of Spring Creek Parkway, 600 feet east of Custer Road. Zoned Retail. Project #ZC2017-038.

Applicant: WC CUSTER CREEK CENTER PROPERTY, LLC

Staff Recommendation: Staff recommended approval with a maximum inventory of 10 vehicles.

Commission Action: After hearing from the Applicant and no additional speakers for or against the request, some discussion was held by the Commission after a motion to approve the request for specific use permit being made by Commissioner Gibbons and seconded by Commissioner Thomas. The motion carried by a vote was 4-2. Commissioners Beach and Moore were absent and did not attend the meeting.

Comments made in support of the motion included:

- The requested use was reasonable given the limitation in vehicle size and number.
- The requested use was reasonable given that the vehicles would be stored out of sight in the rear of the building.

Respectfully Submitted,

Hilton Kong

Hilton Kong Second Vice Chair
City of Plano Planning & Zoning Commission

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 5, 2018

Agenda Item No. 2

Public Hearing: Zoning Case 2017-038

Applicant: WC Custer Creek Center Property, LLC

DESCRIPTION:

Request for Specific Use Permit for Vehicle Leasing and Renting on 0.1 acre located 281 feet south of Spring Creek Parkway, 600 feet east of Custer Road. Zoned Retail. Project #ZC2017-038.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Vehicle Leasing/Renting. The Zoning Ordinance defines vehicle leasing/renting as the storage, leasing, or renting of personal vehicles, motorcycles, and light commercial vehicles. The purpose and intent of a SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The applicant previously applied for a zoning case which was denied by the Planning & Zoning Commission on December 18, 2017. With this request, the applicant has attempted to address some of the concerns expressed by the Commission by modifying the proposed location of parked vehicles and is providing a letter (attached to this report) to more clearly define the intent of the SUP.

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 and warehousing. The subject property is a lease space within an existing retail strip center with frontage on Spring Creek Parkway and Custer Road. The site derives access from both of these major thoroughfares. As mentioned previously, vehicle leasing/renting would allow for the leasing of personal vehicles, motorcycles, and light commercial vehicles. Trailer rental is currently allowed in the R zoning district as an accessory use. These vehicle types are defined below:

Personal Vehicle - A movable device propelled or drawn by mechanical power designed to carry one or more persons, not to exceed 22 feet in length, such as

automobiles, pick-up trucks, motorcycles, mopeds, all-terrain vehicles (ATVs), and golf carts. This definition excludes light and heavy commercial vehicles

Motorcycle - A vehicle, other than a tractor, that is equipped with a rider's saddle and designed to have, when propelled, not more than 3-wheels on the ground.

Light Commercial Vehicle - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight (GVW) of less than or equal to 11,000 pounds including, but not limited to, a pick-up truck or van. This definition excludes personal vehicles.

Based on the definitions listed above, the business could rent vehicles shown here:



Automobile leasing/renting is typically more appropriate for high volume thoroughfares due to the need for good access and visibility. However, these uses may also be appropriate in limited form within underutilized retail centers. Staff was initially concerned about the potential of a large number of stored vehicles which could be accommodated onsite. After discussing this concern with the applicant, they have agreed to include a stipulation which would limit the number of vehicles stored to a maximum of 10. Staff believes this number is appropriate, especially due to the location proposed, and that it will allow adequate parking for tenants within the existing retail center.

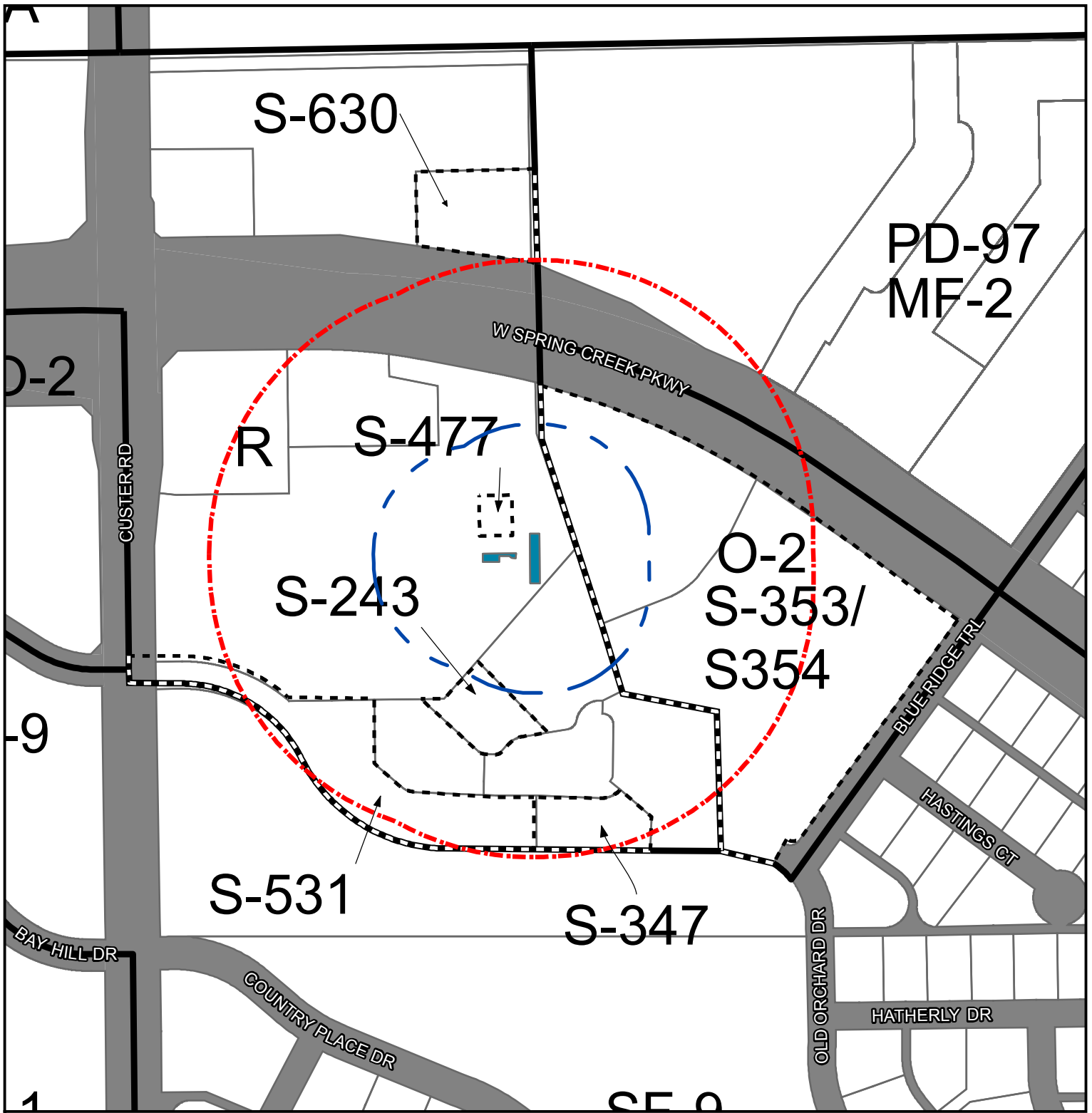
Currently, there are 395 parking spaces in the entire shopping center. Onsite parking is sufficient to accommodate the proposed automobile leasing/renting use and the storage of the vehicles will occur in designated spaces in the existing parking lot to the rear of the lease space. After designating 10 spaces for the purposed use, the subject property will have an excess of 64 spaces.

The 10 parking spaces proposed for the stored vehicles are located behind the shopping center on the eastern edge of the property as highlighted in the aerial image. This location is screened from Spring Creek Parkway, Custer Road, and adjacent properties by existing buildings, vegetation, and a wood fence located along portions of the eastern and southeastern property lines. The requested SUP in the proposed location is complimentary to the existing uses as a minor addition to the retail shopping center, and the updated location minimizes the views of stored vehicles and trailers from adjacent nonresidential developments. For these reasons, staff is in support of the SUP request.



RECOMMENDATION:

Recommended for approval with a maximum inventory of 10 vehicles.



Zoning Case #: 2017-038

Existing Zoning: Retail (R)

Proposed Zoning: Specific Use Permit (SUP) for Vehicle Leasing and Renting



500' Courtesy Notification Buffer



200' Notification Buffer



Subject Property

— Zoning Boundary

- - - Specific Use Permit

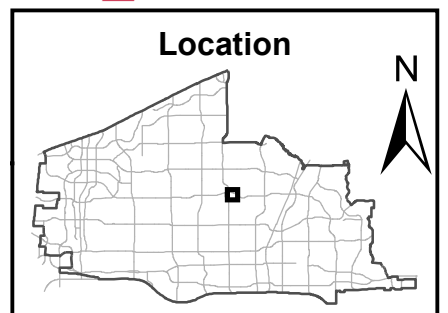
- - - City Limits

— Right-of-Way

Page 100



Location



Source: City of Plano Planning Department

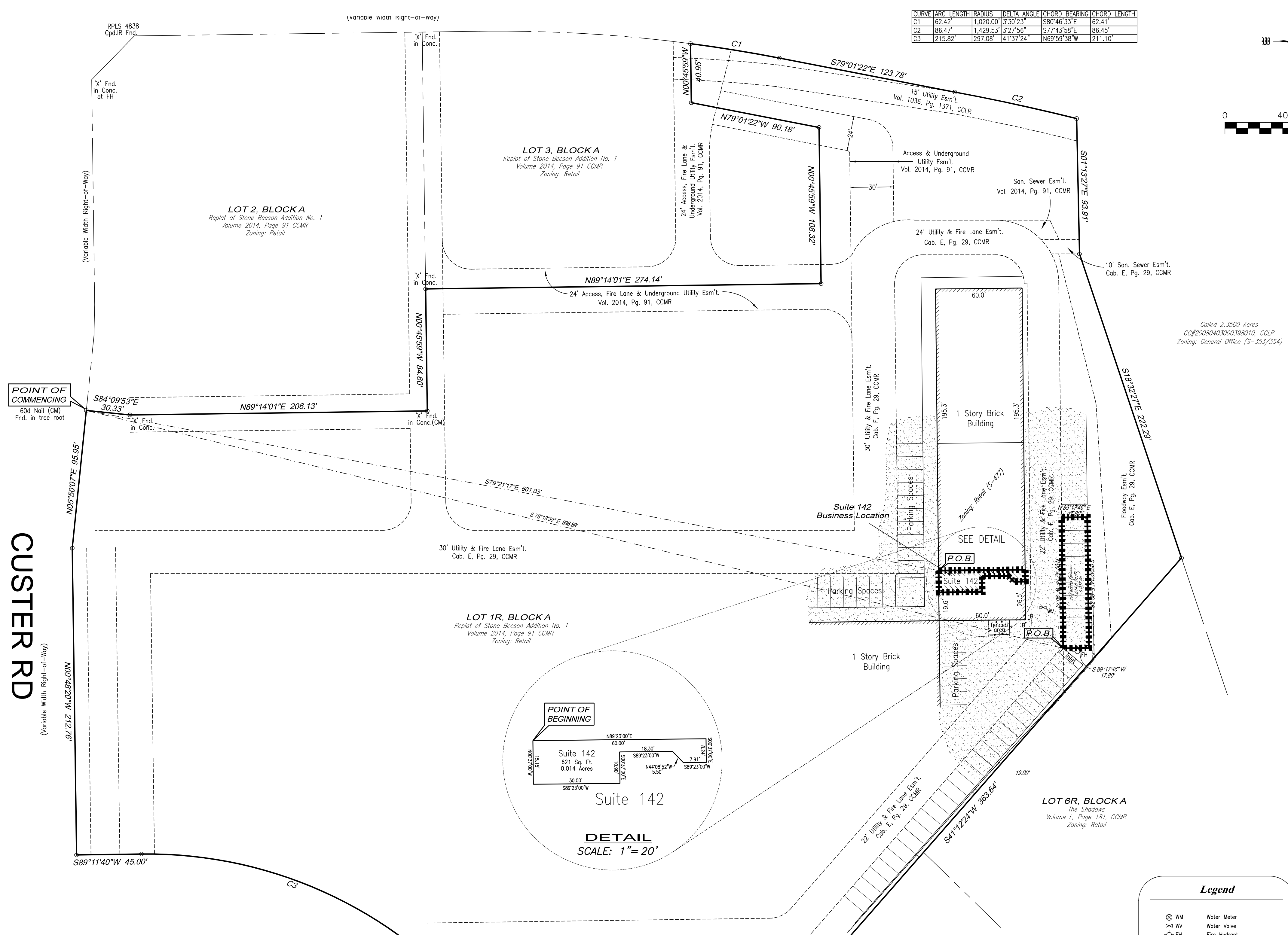


Source: City of Plano, Planning Dept.
Date: 2/5/2018

Zoning Case 2017-038

W SPRING CREEK PKWY

CUSTER RD



Property Description – Suite 142

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the George Perrin Survey, Abstract No. 722, being part of Lot 1R, Block A of the Replat of Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 91 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING at a 60d Nail found for corner in the east right-of-way line of Custer Road, marking the westerly most northwest corner of Lot 1R and the southwest corner of Lot 2, Block A of said Replat of Stone Beeson Addition No. 1;

THENCE crossing said Lot 1R, South 79°21'17" East, 601.03 feet to a point in the west facing of a one story brick building marking the POINT of BEGINNING;

THENCE crossing through said brick building, North 89°23'00" East, 60.00 feet to a point in the east facing of said brick building;

THENCE with the east facing of said brick building, South 00°37'00" East, 8.24 feet to a point in the east facing of said brick building;

THENCE crossing through a demising wall of said brick building as follows: South 89°23'00" West, 7.91 feet to an angle break; North 44°08'52" West, 5.50 feet to an angle break; South 89°23'00" West, 18.30 feet to an angle break; South 00°37'00" East, 10.90 feet to an angle break; South 89°23'00" West, 30.00 feet to a point in the west facing of said brick building;

THENCE with the west facing of said brick building, North 00°37'00" West, 15.15 feet to the Point of Beginning and containing 621 square feet or 0.014 acres of land.

Property Description– 10 Parking Spaces

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the George Perrin Survey, Abstract No. 722, being part of Lot 1R, Block A of the Replat of Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 91 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING at a 60d Nail found for corner in the east right-of-way line of Custer Road, marking the westerly most northwest corner of Lot 1R and the southwest corner of Lot 2, Block A of said Replat of Stone Beeson Addition No. 1;

THENCE crossing through said Lot 1R, South 76°18'39" East, 696.89 feet to a point marking the POINT of BEGINNING for the herein described and being in the northwest line of an existing 22' utility and fire lane easement as recorded in Cabinet E, Page 29 of the Collin County Map Records;

THENCE with the east line of said 22' utility and fire lane easement, the west line of 10 existing parking spaces, the west line of said premises, North 00°42'14" West, 90.71 feet to a point marking the northwest corner of said premises;

THENCE perpendicular to said 22' utility and fire lane easement and with an existing parking space, North 89°17'46" East, 17.80 feet to the northeast corner of said premises;

THENCE parallel to and 17.80 feet east of said 22' utility and fire lane easement, South 00°42'14" East, 90.71 feet to the southeast corner of said premises;

THENCE perpendicular to said 22' utility and fire lane easement, and with an existing parking space, South 89°17'46" West, 17.80 feet to the Point of Beginning and containing 1,614.8 square feet or 0.037 acres of land.

Note: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

Zoning Exhibit

City Project #ZC2017-038

Specific Use Permit for

Vehicle Leasing and Renting

621 Square Feet or 0.014 Acres
Part of Lot 1R, Block A
Replat of Stone Beeson Addition No. 1
recorded in Volume 2014, Page 91 CCMR
George Perrin Survey, Abstract No.722
City of Plano, Collin County, Texas
October, 2017

Tenant	Owner	Surveyor
Sign Print & Ship 2040 W. Spring Creek Pkwy. Suite 142 Plano, TX 75023 Attn: Wilayat Sajjani email: signprintship@gmail.com	WC Custer Creek Center Property LLC 401 Congress Ave, 33rd Floor Austin Texas 78701 Ph. (214) 730-5249 Attn: Julie Buttican email: JButtican@wccapitalgroup.com	Roome Land Surveying 2000 Avenue G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bemenderfer Jr.

VICINITY MAP

N.T.S.

LEGEND

IRF=Iron Rod Found | IRS=Iron Rod Set | Cpd.=Capped | OH=Overhead Line | PP=Power Pole | LP=Light Pole | FH=Fire Hydrant | WV=Water Valve | WM=Water Meter | TSHH=Traffic Signal Hand Hole | EM=Electric Meter | EB=Electrical Boxes
GM=Gas Meter | B.L.=Building Line | HH=Handhole | ad's.=Adjoiner's | T.O.F.=Top of Form | Min.F.F.=Minimum Finished Floor | F.P.=Finished Pad | MH=Manhole | SSMH=Sanitary Sewer Manhole | SBCTR=SBC Telephone Riser | HD=Headwall

Roome Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100



U-HAUL COMPANY OF NORTH EAST DALLAS
4101 W. Plano Parkway * Plano, Texas 75093 * Phone: (972) 263-4176

To the esteemed Planning & Zoning commission and City Council members of the city of Plano,

I am writing to you on the behalf of the U-Haul Co. of NE Dallas and their prospective dealer, Sign Print and Ship.

The purpose of the requested SUP is to be able to rent out Cargo Vans, Pickup Trucks, 10' Box Trucks and trailers from the property located at 2040 W Spring Creek Parkway #142, Plano, TX 75023.

With regards to this second application, we have spoken with our neighbor behind us, Soraya Montessori Academy, and asked their director, Tara Payesteh, if she had any reservations about Wilayat, the owner of Sign Print and Ship, renting U-Haul trucks and trailers from the lot behind his building, her response was, "that's not my property, so I don't see why it matters what I think", I stated that the City of Plano thought that maybe with the equipment there it would detract from her business, and she looked at where the equipment was to be parked, and she said that it wouldn't detract from her business at all.



As that was one of the primary concerns with the council at the last meeting, I hope this can resolve their concerns there.

Moving Made Easier SM



After speaking with Craig Fisher with the city of Plano's P&Z department, he defined the ordinance for rental of commercial vehicles to that of vehicles with a Gross Vehicle Weight of less than 11,000lbs. With regards to U-haul equipment, that would limit the allowed vehicles to this property to only the Pickup Truck, Cargo Van and 10' Box Truck. We will set specific restriction to this location to only allow these vehicles on the premises to comply with this ordinance. As this is a smaller location, we feel the smaller equipment is best for the location and personnel as well.



Uhaul will be responsible to make sure that the location does not go over their allowed vehicles on property.

Sincerely,

Josiah Choiniere
Area Field Manager
U-Haul Company of NE Dallas
Josiah_choiniere@uhaul.com
Tel: (972) 263-4176
Cell: (214) 960-7117

Moving Made Easier SM

Zoning Case 2017-038

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. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land out of the George Perrin Survey, Abstract No. 722, located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, 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 26th day of February 2018, for the purpose of considering granting Specific Use Permit No. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land out of the George Perrin Survey, Abstract No. 722, located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, 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 26th of February 2018; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land out of the George Perrin Survey, Abstract No. 722, located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, 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. 65 for the additional use of Vehicle Leasing and Renting on 0.1 acre of land out of the George Perrin Survey, Abstract No. 722, located 281 feet south of Spring Creek Parkway and 600 feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibits A and B attached hereto.

Section II. The change in Section I is granted subject to the following:

Maximum Vehicle Inventory: 10

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

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

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

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF FEBRUARY 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2017-038
Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the George Perrin Survey, Abstract No. 722, being part of Lot 1R, Block A of the Replat of Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 91 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING at a 60d Nail found for corner in the east right-of-way line of Custer Road, marking the westerly most northwest corner of Lot 1R and the southwest corner of Lot 2, Block A of said Replat of Stone Beeson Addition No. 1;

THENCE crossing said Lot 1R, South 79°21'17" East, 601.03 feet to a point in the west facing of a one story brick building marking the POINT OF BEGINNING;

THENCE crossing through said brick building, North 89°23'00" East, 60.00 feet to a point in the east facing of said brick building;

THENCE with the east facing of said brick building, South 00°37'00" East, 8.24 feet to a point in the east facing of said brick building;

THENCE crossing through a demising wall of said brick building as follows: South 89°23'00" West, 7.91 feet to an angel break; North 44°08'52" West, 5.50 feet to an angle break; South 89°23'00" West, 18.30 feet to an angle break; South 00°37'00" East, 10.90 feet to an angle break; South 89°23'00" West 30.00 feet to a point in the west facing of said brick building;

THENCE with the west facing of said brick building, North 00°37'00" West, 15.15 feet to the POINT OF BEGINNING and CONTAINING 621 square feet or 0.014 acres of land.

Zoning Case 2017-038
10 Parking Spaces

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the George Perrin Survey, Abstract No. 722, being part of Lot 1R, Block A of the Replat of Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 91 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING at a 60d Nail found for corner in the east right-of-way line of Custer Road, marking the westerly most northwest corner of Lot 1R and the southwest corner of Lot 2, Block A of said Replat of Stone Beeson Addition No. 1;

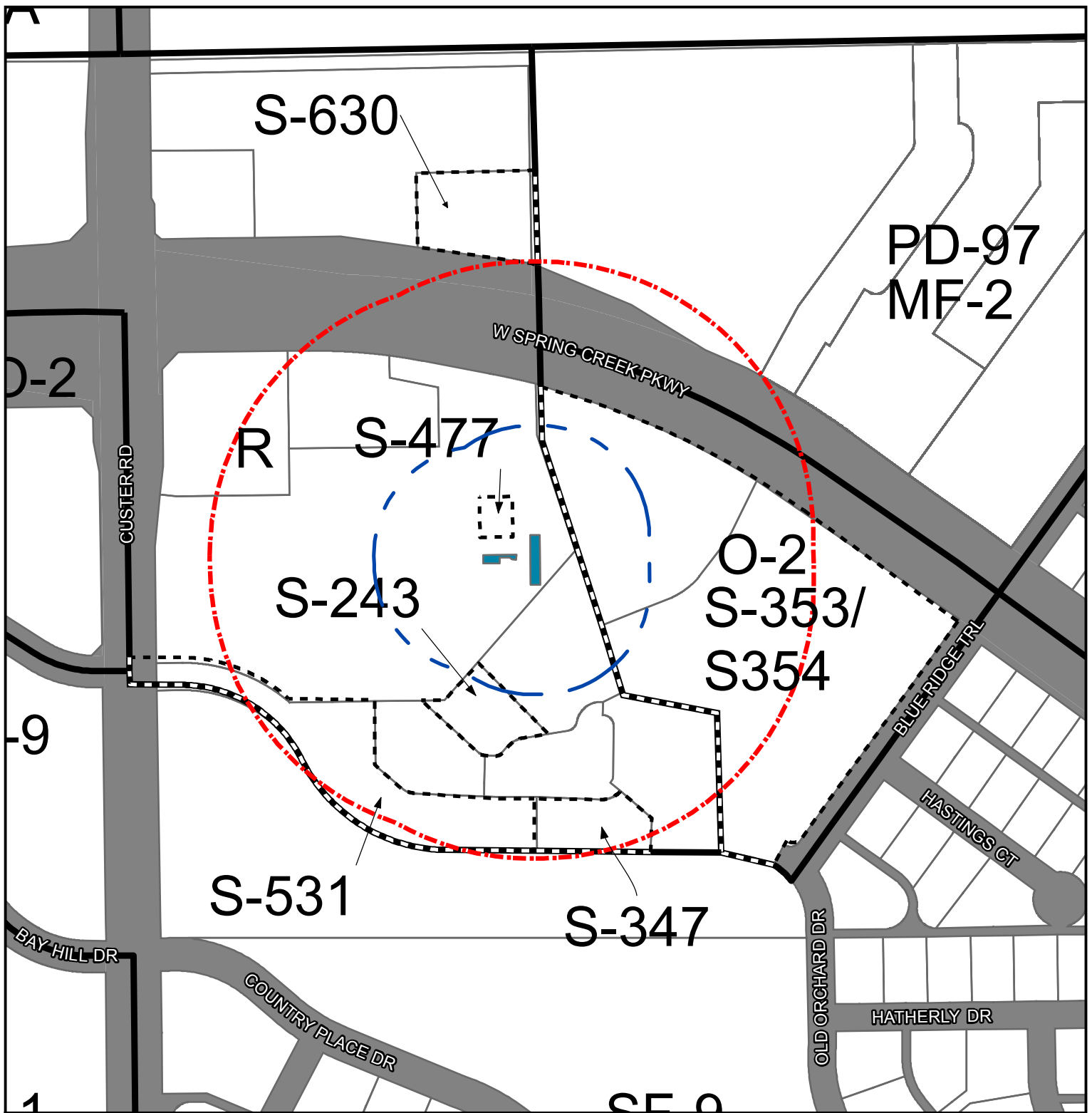
THENCE crossing through said Lot 1R, South 76°18'39" East, 696.89 feet to a point marking the POINT of BEGINNING for the herein described and being in the northwest line of an existing 22' utility and fire lane easement as recorded in Cabinet E, Page 29 of the Collin County Map Records;

THENCE with the east line of said 22' utility and fire lane easement, the west line of 10 existing parking spaces, the west line of said premises, North 00°42'14" West, 90.71 feet to a point marking the northwest corner of said premises;

THENCE perpendicular to said 22' utility and fire lane easement and with an existing parking space, North 89°17'46" East, 17.80 feet to the northeast corner of said premises;

THENCE parallel to and 17.80 feet east of said 22' utility and fire lane easement, South 00°42'14" East, 90.71 feet to the southeast corner of said premises;

THENCE perpendicular to said 22' utility and fire lane easement, and with an existing parking space, South 89°17'46" West, 17.80 feet to the POINT OF BEGINNING and CONTAINING 1,614.8 square feet or 0.037 acres of land.




Zoning Case #: 2017-038

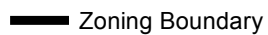
Existing Zoning: Retail (R)

Proposed Zoning: Specific Use Permit (SUP) for Vehicle Leasing and Renting

 500' Courtesy Notification Buffer

 200' Notification Buffer

 Subject Property

 Zoning Boundary

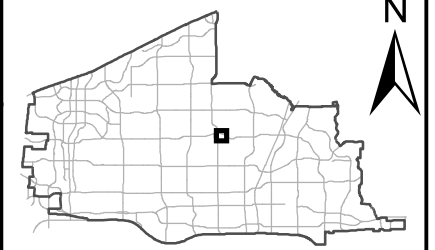
 City Limits

 Specific Use Permit

 Right-of-Way



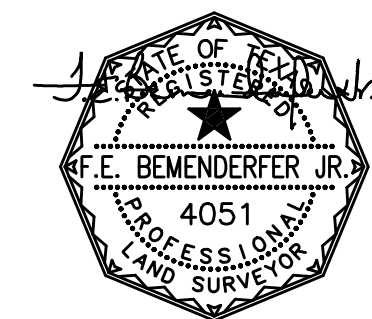
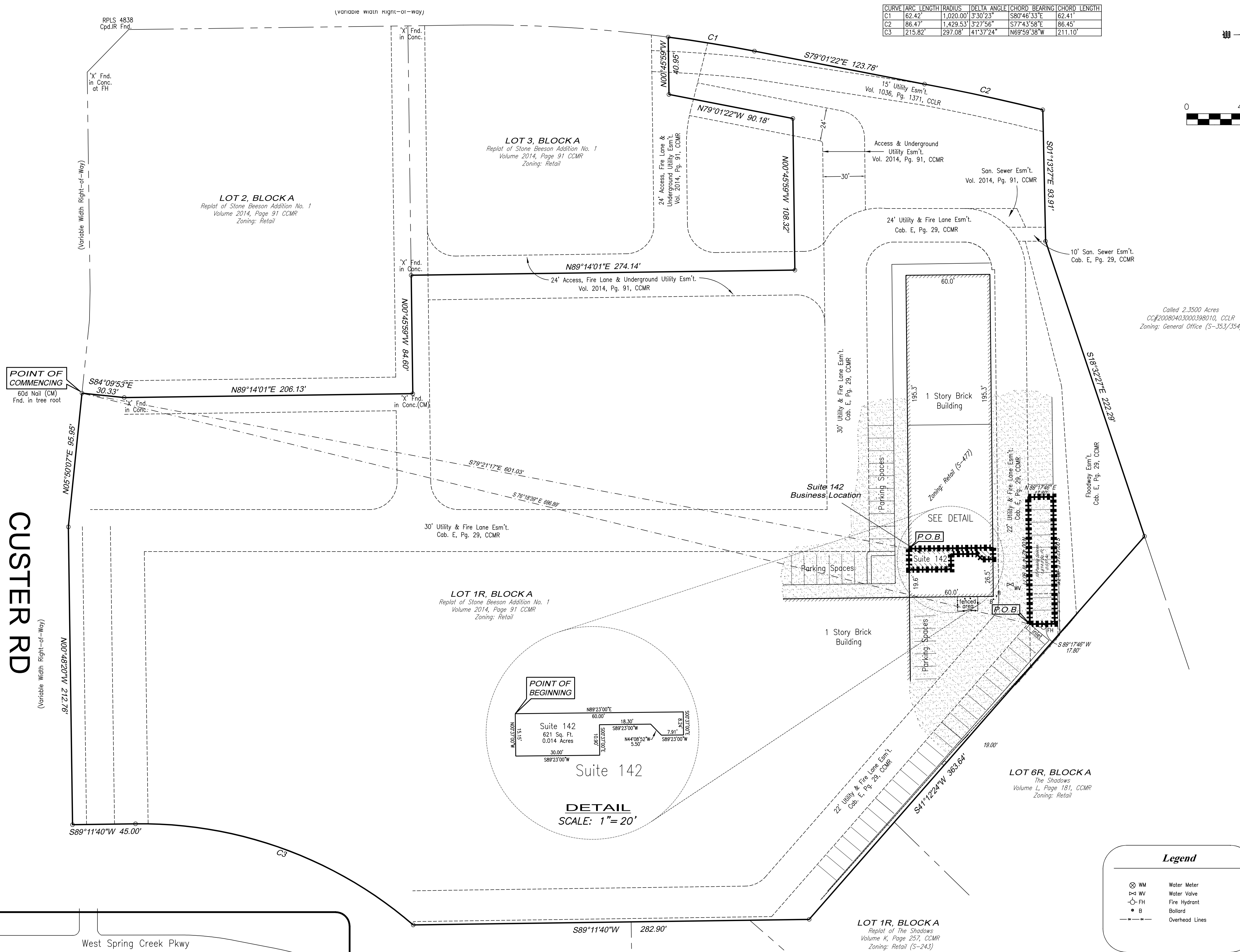
Location



Source: City of Plano Planning Department

W SPRING CREEK PKWY

CUSTER RD



Zoning Exhibit City Project #ZC2017-038 Specific Use Permit for Vehicle Leasing and Renting

**621 Square Feet or 0.014 Acres
Part of Lot 1R, Block A
Replat of Stone Beeson Addition No. 1
recorded in Volume 2014, Page 91 CCMR
George Perrin Survey, Abstract No.722
City of Plano, Collin County, Texas
October, 2017**

REVISED: 12/21/2017
P:/AC/201704/AC839125.DWG



Tenant
Sign Print & Ship
2040 W. Spring Creek Pkwy.
Suite 142
Plano, TX 75023
Attn: Wilayat Sajjani
email: signprintship@gmail.com

Owner
WC Custer Creek Center Property LLC
401 Congress Ave, 33rd Floor
Austin Texas 78701
Ph. (214) 730-5249
Attn: Julie Buttican
email: JButtican@wccapitalgroup.com

Surveyor
Roome Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Ph. (972) 423-4372
Fax (972) 423-7523
Attn: Fred Bemenderfer Jr.

LEGEND

IRF=Iron Rod Found | IRS=Iron Rod Set | Cpd.=Capped | OH=Overhead Line | PP=Power Pole | LP=Light Pole | FH=Fire Hydrant | WV=Water Valve | WM=Water Meter | TSHH=Traffic Signal Hand Hole | EM=Electric Meter | EB=Electrical Boxes
GM=Gas Meter | B.L.=Building Line | HH=Handhole | ad's.=Adjoiner's | T.O.F.=Top of Form | Min.F.F.=Minimum Finished Floor | F.P.=Finished Pad | MH=Manhole | SSMH=Sanitary Sewer Manhole | SBCTR=SBC Telephone Riser | HD=Headwall