



CITY COUNCIL

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

DATE: April 23, 2018

TIME: 6:00 PM

CALL TO ORDER

INVOCATION: Reverend Ed Volfe - First United Methodist Church Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Daisy Troop 4592 - Hughston 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.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Proclamation: The Children's Advocacy Center of Collin County is celebrating its 25th anniversary. **Presented**

Proclamation: May is National Foster Care Month and the Plano East Senior High HOSA group will accept the proclamation. **Presented**

Special Recognition: Plano volunteers are being recognized for making a difference and demonstrating what working together can accomplish. **Presented**

Presentation: Plano's Public Safety Communications Department has received its 5th communications accreditation from CALEA. **Presented**

COMMENTS OF PUBLIC INTEREST

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

CONSENT AGENDA

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

Approval of Minutes

- (a) April 9, 2018
Approved

Approval of Expenditures

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

- (b) RFP No. 2017-0380-C for a one (1) year contract with four (4) City optional renewals for VESTA 9-1-1 support and maintenance for Public Safety Communications and Technology Services to AT&T, Inc., in the initial year estimated amount of \$171,700 and in the renewal years' estimated amount of \$148,500; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFP No. 2017-0398-C for a three (3) year contract with two (2) one-year City optional renewals for Sponsorship Sales Consultant for the Communications & Community Outreach Department to Taylor Collective Solutions, LLC in the estimated annual amount of \$81,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2018-0263-B for 15th Street Median Landscape Improvements, Project 6671.1, to Brightview Landscape Services, Inc. in the amount of \$138,195; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFP No. 2017-0517-C for a five (5) year contract for the Emergency Operations Center audio visual upgrades for Emergency Management to Ford Audio-Visual Systems, LLC in the total estimated amount of \$719,289; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2018-0202-B for the Harrington Library Acoustical Wall Panels to North American Commercial Construction, LP in the amount of \$54,713; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) RFB No. 2018-0200-B for the Fire Station 10 Roof Replacement to Tarrant Roofing, LLC in the amount of \$59,448; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) RFB No. 2018-0208-B for Acoustical Panels at the Oak Point Nature and Retreat Center to North American Commercial Construction, LP in the amount of \$123,700; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (i) To approve the purchase of NetMotion premium enterprise software support for Technology Services in the amount of \$52,022 from Mobile Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-3810) **Approved**
- (j) To approve the purchase of aggregated services routers for Technology Services in the amount of \$104,384 from Presidio Networked Solutions Group, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-2542) **Approved**
- (k) To approve the purchase of support and maintenance for JD Edwards and PeopleSoft for Technology Services in the amount of \$422,646 from Oracle America, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-2539) **Approved**
- (l) To approve the purchase of two (2) Truck Type Utility Vehicles with Dump Beds for Fleet Services, to be utilized by Parks and Recreation, in the amount of \$58,975 from Professional Turf Products through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 529-17) **Approved**
- (m) To approve the purchase of a Mobile SCBA Compressor Trailer for Fleet Services, to be utilized by Fire-Rescue, in the amount of \$146,555 from Daco Fire Equipment through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 524-17) **Approved**
- (n) To approve the purchase of bulk fuels for a period of one (1) year with three (3) City optional one-year renewals for Fleet Services in the estimated annual amount of \$1,500,000 from Martin Eagle Oil Co. through an existing Tarrant County contract; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2018-057) **Approved**
- (o) To approve the purchase of six (6) washer/extractors for Fire-Rescue in the estimated amount of \$54,360 from Ed Brown Distributors through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 518-16) **Approved**

Approval of Contract Modification

- (p) To ratify an expenditure in the amount of \$7,175 for construction materials testing related services for a total contract amount of \$51,080 from Globe Engineers, Inc. for Park Boulevard and US 75 Pedestrian Crossing; and authorizing the City Manager to execute all necessary documents. (Project No. 5737; Contract Modification No. 2) **Approved**

Approval of Expenditure

- (q) To approve an expenditure in the amount of \$500,000 for the purchase of real property from Microproperties-Indiana, LLC for Downtown Plano parking; and authorizing the City Manager to execute all necessary documents. **Approved**
- (r) To approve an expenditure for a Utility Vehicle Ambulance in the amount of \$63,283 from ASAP Off Road Specialty Vehicles for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. **Approved**
- (s) To approve an expenditure for design services to prepare plans and specifications for the Russell Creek Playground and Park Renovation, Project No. 6979, in the amount of \$98,817 from DCBA Landscape Architecture, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**
- (t) To approve an expenditure for design services to prepare plans and specifications for the Evans Park Renovation, Project No. 6980, in the amount of \$107,286 from DCBA Landscape Architecture, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**
- (u) To approve an expenditure in the amount of \$38,186 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. **Approved**
- (v) To approve an expenditure for the Data Center APC Uninterruptible Power Supply System in the amount of \$103,100 from Tubbesing Services, LLC; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (w) To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of the City of Allen to attend classes offered by the City of Plano Professional Development Center in the estimated annual receivable amount of \$3,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (x) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Samsung Electronics America, Inc., a New York corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (y) To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas for jail and detention services provided by the City of Plano to the City of Allen as necessary at a defined fee; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (z) **Resolution No. 2018-4-4(R):** To find that Oncor Electric Delivery Company LLC's ("Oncor") application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date. **Adopted**

Adoption of Ordinances

- (aa) **Ordinance No. 2018-4-5:** To adopt and enact Supplement Number 123 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. **Adopted**
- (ab) **Ordinance No. 2018-4-6:** To repeal Ordinance Nos. 2012-12-16, 2013-12-10 and 2014-1-19 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date of July 1, 2018. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

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

Non-Public Hearing Items:

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

- (1) **Public Hearing and adoption of Ordinance No. 2018-4-7** to prohibit the use of designated groundwater from beneath a 1.2 acre tract of land located at 1020 West Park Boulevard, providing a penalty clause, a savings clause, a severability clause, a publication clause, and providing an effective date. **Conducted and Adopted**
- (2) **Resolution No. 2018-4-8(R):** To support the TCEQ Municipal Setting Designation application of Bank of Hope requested on a 1.2 acre tract of land located at 1020 West Park Boulevard; and providing an effective date. **Adopted**
- (3) Public Hearing pursuant to Plano City Charter Article 6, Section 6.06, re: Recall of Officer, Tom Harrison, Council Member Place 7. **Conducted**

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: The Children's Advocacy Center of Collin County is celebrating its 25th anniversary.
Presented

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: May is National Foster Care Month and the Plano East Senior High HOSA group will accept the proclamation. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Special Recognition: Plano volunteers are being recognized for making a difference and demonstrating what working together can accomplish. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano's Public Safety Communications Department has received its 5th communications accreditation from CALEA. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

April 9, 2018
Approved

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Work Session Minutes	4/17/2018	Minutes
Regular Session Minutes	4/17/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 9, 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 5:01 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 called the meeting to order at 5:00 p.m., Monday, April 9, 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 6:43 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Harrison arrived at 6:48 p.m.

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

Upon a motion made by Deputy Mayor Pro Tem Kelley and seconded by Mayor Pro Tem Grady, the Council voted 7-0 to approve the settlement of the Gary Aguirre claim in accordance with the authority discussed in Executive Session.

- **Recall Petition Report re Council Member Tom Harrison, submitted April 4, 2018**
- **Emergency Management Overview/Sound, Don't Sound** was moved to a future meeting.
- **Senior Communication Update** was moved to a future meeting.

- **Consent and Regular Agendas**

Council Member Ricciardelli requested Consent Agenda Item C be pulled for individual consideration. A citizen requested Consent Agenda Item H be pulled for individual consideration.

Upon a motion made by Deputy Mayor Pro Tem Kelley and seconded by Council Member Smith, the Council voted 5-3 with Mayor LaRosiliere, Mayor Pro Tem Grady, and Council Member Miner in opposition, to table Regular Item 1 – Public Hearing and consideration of the Envision Oak Point Plan, to the May 14, 2018 meeting.

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

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

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
April 9, 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
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 Regular Session on Monday, April 9, 2018 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Pastor Julian McMillian with Grace Outreach Center led the invocation and Jr. Girl Scout Troop 1674 with Custer Road United Methodist Church led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: April is Sexual Assault Awareness Month.

Presentation: Steve Funk, a member of Sustainability and Environmental Services, is receiving a certificate of appreciation from the City of Murphy for his service on the Solid Waste Collection Selection Committee.

Proclamation: National Telecommunicators Week is April 8 – 14 and honors 9-1-1 dispatchers.

Presentation: The Plano Public Library System has received the 2017 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Mayor Pro Tem Grady, the Council voted 7-1, with Council Member Harrison in opposition, to approve all items on the Consent Agenda as follows with the exception of Item C and Item H:

Approval of Minutes

March 20, 2018
March 26, 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. 2018-0122-B for the Animal Shelter Incinerator Replacement to ABM Building Services, LLC in the amount of \$233,090; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2018-0247-B for Hunters Glen & Quail Creek Water Rehabilitation to Jeske Construction Company in the amount of \$1,441,140; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2018-0115-C for a one (1) year contract with four (4) City optional renewals for Median and Right-Of-Way Mowing Groups A and B, for the Parks and Recreation Department to North Texas Lawn and Sprinkler, Inc. for Group A in the annual amount of \$110,911 and Southlake Landscaping and Maintenance, Inc. in the annual amount of \$139,089 for Group B, for a total annual estimated amount of \$250,000 for Groups A and B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

RFB No. 2018-0170-B for Plano Median Improvements: Trees, Irrigation and Hardscape, Project No. 6616, to Central North Construction, LLC in the amount of \$353,666; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Approval of Change Order

To ratify a decrease to the current awarded contract amount of \$5,437,450 by \$52,262, for a total contract amount of \$5,385,188, for Legacy West Wastewater Force Main from S.J. Louis Construction of Texas, LTD.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2016-0571-B; Change Order No. 2) (Consent Agenda Item “G”)

Approval of Expenditure

To approve an expenditure for materials testing and inspection services for Cottonwood Creek Trail: Oak Point to Chaparral, Project No. 6445, in the amount of \$58,184 to Raba Kistner Infrastructure, Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Adoption of Resolutions

Resolution No. 2018-4-1(R): In support of an application to the Texas Commission on the Arts for designation of the Legacy District of the City of Plano as a cultural district; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2018-4-2(R): To authorize continued participation in the Steering Committee of Cities Served by Oncor; authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. (Consent Agenda Item “K”)

End of Consent Agenda

Items for Individual Consideration

RFB No. 2018-0252-B for J Avenue Parking Improvements to Josh Constructions LLC in the amount of \$264,580; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

MOTION: Upon a motion made by Council Member Ricciardelli and seconded by Council Member Smith, the Council voted 6-2, with Mayor Pro Tem Grady and Council Member Harrison in opposition, to approve RFB No. 2018-0252-B for J Avenue Parking Improvements to Josh Constructions LLC in the amount of \$264,580; authorizing the City Manager to execute all necessary documents; and amending the source of funds to the Tax Increment Financing Reinvestment Zone No. 2 funds.

To approve an expenditure in the amount of \$553,227 for the purchase of real property and public use easements from Eastside 14th Street, LLC for Downtown Plano parking; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

MOTION: Upon a motion made by Mayor Pro Tem Grady and seconded by Council Member Prince, the Council voted 8-0, to approve an expenditure in the amount of \$553,227 for the purchase of real property and public use easements from Eastside 14th Street, LLC for Downtown Plano parking; and authorizing the City Manager to execute all necessary documents

Comments of Public Interest

Amy Rattleff spoke to the Envision Oak Point Plan.
Misty Hoyt spoke to red light cameras and traffic safety.
Amanda Trask spoke to water safety concerns.
Vy Le spoke to water safety concerns.
Regina Imburgia spoke to water safety concerns.
Lesa Herbst spoke to water safety concerns.
Christine Kerr spoke to appreciation of veterans and support of Council Member Harrison.
Beth Perry spoke to water safety concerns.
Collen Epstein spoke to the validity of the recall petition.
Allan Samara spoke to the process for the recall petition.
Anthony Bond spoke to unity among all citizens.
Charles Hermes spoke of retaliation for comments regarding Council Member Harrison.
Rayna Rahim spoke to accepting diversity in the community.
Doug Reeves spoke in support of Council Member Harrison.
Zachary Kolodny spoke in support of the recall of Council Member Harrison.
Dan Long spoke in support of Council Member Harrison.
Matt Dixon spoke in support of Council Member Harrison.
Michael Openshaw spoke in support of Council Member Harrison.
Betsy Friauf spoke in support of the recall of Council Member Harrison.
Asad Shalami spoke in support of the recall of Council Member Harrison.
Eugenie Anderson spoke to the process of the recall.
David Downs spoke to the required recall petition actions.
John Witt spoke to events leading up to the recall petition.

City Attorney Mims provided legal information regarding the recall petition process.

The Council took a brief recess at 8:45 p.m. and reconvened at 8:55 p.m.

Public Hearing and consideration of the Envision Oak Point Plan, a long-range vision and planning policy for northeast Plano's Oak Point community. (Regular Item 1) This item was tabled to May 14, 2018 during the Preliminary Open Meeting.

Ordinance No. 2018-4-3: To order a Special Election to be held on November 6, 2018 in and throughout the City of Plano, Texas for the purpose of consideration of recall of Council Member Place 7 – Tom Harrison; designating polling locations for such Special Election; ordering Notice of Election to be given as prescribed by law in connection with such election; and providing an effective date.

MOTION: Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Grady, the Council voted 6-0-2, with Council Members Ricciardelli and Harrison abstaining, to order a Special Election to be held on November 6, 2018 in and throughout the City of Plano, Texas for the purpose of consideration of recall of Council Member Place 7 – Tom Harrison; designating polling locations for such Special Election; ordering Notice of Election to be given as prescribed by law in connection with such election; and providing an effective date; and further to adopt Ordinance No. 2018-4-3.

With no further discussion, the Regular City Council Meeting adjourned at 9:10 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Technology Services

Department Head: Susan Carr

Agenda Coordinator: Corey Isaacs

CAPTION

RFP No. 2017-0380-C for a one (1) year contract with four (4) City optional renewals for VESTA 9-1-1 support and maintenance for Public Safety Communications and Technology Services to AT&T, Inc., in the initial year estimated amount of \$171,700 and in the renewal years' estimated amount of \$148,500; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	680,625	830,625
Encumbered/Expended Amount	0	0	0	0
This Item	0	-85,075	-680,625	-765,700
Balance	0	64,925	0	64,925

FUND(S): 9-1-1 Fees Fund

COMMENTS: This item approves a contract for VESTA 9-1-1 support and maintenance. Funding is available for this item in the 9-1-1 Fees Fund. The estimated amount to be spent in FY 2017-18 is \$85,075 and the estimated future cost is \$680,625 if all renewal years are exercised. The term of the contract will be one (1) year with four (4) optional one-year renewals (\$148,500 in FYs 2018-19, 2019-20, 2020-21, & 2021-22 and \$86,625 in FY 2022-23).

SUMMARY OF ITEM

See Recommendation Memo and RFP Recap.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/23/2018	Memo
RFP Recap	3/23/2018	RFP Recap

Date: March 22, 2018

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

Through: Chris Chiancone, Chief Information Officer

From: Susan Carr, Public Safety Communications Director

Subject: Award Recommendation for RFP 2017-0380-C, VESTA 9-1-1 Support and Maintenance

Public Safety Communications (PSC) is responsible for answering all incoming 9-1-1, emergency, non-emergency calls for the City of Plano. PSC utilizes specialized customer premise equipment to answer all calls. The system used is an Airbus DS VESTA 9-1-1 Next Generation call processing system. The maintenance contract for our hardware and software has reached the end of the term. A new RFP for maintenance and support was issued in order to enter into a new contract.

The City received a total of three (3) responses for this RFP. The submittals for RFP 2017-0380-C, for VESTA 9-1-1 Support and Maintenance, were evaluated and scored by an internal evaluation team, consisting of PSC and TS personnel on the following criteria and weights:

Vendor Response Matrix and Service Level Agreements	30%
Transition Plan, Exit Strategy, and Transition Schedule	5%
Proposed Team Knowledge, Experience, and Certifications and Work History, Past Performance, and Subcontractors	25%
Cost	40%

The evaluation team determined that AT&T, Inc. was the best value for the City.

It is the recommendation of Public Safety Communications and Technology Services to award the contract to AT&T, Inc. The cost of the maintenance and support contract includes \$23,200 for transition costs, and \$148,500 for the first years' maintenance. Monthly recurring costs in years two through five are \$12,375 for a total each year of \$148,500. The estimated contract award is \$765,700 for five years.

If this purchase is not approved, the 9-1-1 system will continue to operate; however, there will not be maintenance or support on our hardware, software or infrastructure. Without this support, 9-1-1 services may not be available until resolved.

CITY OF PLANO

RFP No. 2017-0380-C

VESTA 9-1-1 Support and Maintenance

RFP Recap

Proposal Opening Date/Time: July 20, 2017 @ 2:00 PM

Number of Vendors Notified: 10,906

Vendors Submitting "No Bids": 0

Number of Proposals Submitted Non-Responsive: 0

Number of Proposals Submitted: 3

Vendor Name

Affiliated Telephone, Inc.

AT&T, Inc.

Frontier Communications Corporation

Proposal

\$750,000.00

\$765,700.00

\$864,891.34

Best and Final Offers Requested

AT&T, Inc.

Amount

\$765,700.00

Recommended Vendor(s):

AT&T, Inc. with their Best and Final Offer of \$765,700.00

Corey Isaacs

Corey Isaacs, Purchasing Agent

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Marketing

Department Head: Shannah Hayley

Agenda Coordinator: Kimberly Williams ext. 7204

CAPTION

RFP No. 2017-0398-C for a three (3) year contract with two (2) one-year City optional renewals for Sponsorship Sales Consultant for the Communications & Community Outreach Department to Taylor Collective Solutions, LLC in the estimated annual amount of \$81,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2017-18 thru Annual Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	194,433	371,250	565,683
Encumbered/Expended Amount		0	-23,308	0	-23,308
This Item		0	-33,750	-371,250	-405,000
BALANCE		0	137,375	0	137,375

FUND(S): GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made from the Communications & Community Outreach Department Budget within the approved budget appropriations for each year of the contract. The estimated future amount to be spent is \$371,250 (FY 2018-19 \$81,000, FY 2019-20 \$81,000, FY 2020-21, \$81,000, FY 2021-22 \$81,000 and FY 2022-23 \$47,250). This agreement approves a three-year contract with (2) optional one-year renewals for an estimated total amount of \$405,000. The current year remaining balance will be used for other Communications & Community Engagement Advertising expenditures. The estimated annual revenues of \$300,000 for this contract is set-up as a pay-back structure for revenues coming in.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/17/2018	Memo
Bid Recap	4/17/2018	Bid Recap

Date: March 29, 2018

To: Diane Palmer-Boeck, Director of Procurement

From: Shannah Hayley, Director of Communications and Community Outreach

Subject: Award Recommendation for RFP 2017-0398-C - Sponsorship Sales Consultant

The Communications and Community Outreach department, in collaboration with the Arts, Culture and Heritage Division, recommends Taylor Collective Solutions, LLC be awarded the contract for Sponsorship Sales Consultant.

In 2015, the City of Plano established the Arts, Culture and Heritage Division to promote and produce arts and cultural events for a diverse audience base within the City. Attendance at events has steadily grown and the City would like to expand offerings without impacting the budget. A coordinated effort to secure sponsorships will raise the profile of events, enhance quality and reinforce the world-class amenities and quality of life for which Plano is known. This has been deemed a Council priority.

Working in collaboration, the Communications and Community Outreach department, and the Arts, Culture and Heritage Division developed an RFP for a Sponsorship Sales Consultant. The consultant will secure sponsorships, both cash and in-kind, for City-produced events. The consultant will also develop new relationships with additional corporate partners to expand the sponsorship base. Contract administration and brand conformance will be overseen by the Communications and Community Outreach department, with sponsorship funds benefiting City-produced arts and culture events.

The City received three responses to the proposal. All responses were evaluated based on experience (30%), services offered (30%), and cost (40%). Two vendors were invited to make presentations to the evaluation committee and Taylor Collective Solutions, LLC was the highest ranked firm and best meets the scope of the proposal.

This contract will be funded through the Communications and Community Outreach departments' advertising funds. The contract reflects a pricing of \$3,000 fee per month, or \$36,000 annually; plus a 15% commission on all sponsorship sales delivered/deposited on an estimated \$300,000 in sponsorships or \$45,000. This reflects an estimated total annual expenditure of \$81,000. This is a three-year contract with two city optional one-year renewals.

Failure to award this contract will prevent the expansion of arts and culture events within the City without budget impact. Sponsorship dollars, secured through the work of an outside consultant, allows the City to enhance and expand current offerings, increase visibility through targeted advertising and increase outreach while retaining current staffing levels.

CITY OF PLANO

RFP No. 2017-0398-C

RFP Recap for Sponsorship Sales Consultant

Proposal Opening Date/Time: September 20, 2017 @ 2:00 p.m. (CDT)

Number of Vendors Notified: 7486

Vendors Submitting "No Bids": 2

Number of Proposals Submitted Non-Responsive: None

Number of Proposals Submitted: 3

Hargis & Company LLC dba Lot 32 \$ 73,500

Taylor Collective Solutions, LLC \$ 81,000

The Superlative Group, Inc. \$120,000

Recommended Vendor:

Taylor Collective Solutions, LLC \$81,000

Pam Kirkland

September 20, 2017

Pam Kirkland, CPPO, CPPB

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

RFB No. 2018-0263-B for 15th Street Median Landscape Improvements, Project 6671.1, to Brightview Landscape Services, Inc. in the amount of \$138,195; 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	283,425	711,730	0	995,155
Encumbered/Expended Amount	-283,425	-110,507	0	-393,932
This Item	0	-138,195	0	-138,195
Balance	0	463,028	0	463,028

FUND(S): Street Enhancements CIP

COMMENTS:

Funding is available in the 2017-18 Street Enhancements CIP for this item. Construction of improvements to the median landscape, hardscape and irrigation systems on 15th Street, in the amount of \$138,195, will leave a balance of \$463,028 available for future enhancements to Plano streetscaping and entryways.

SUMMARY OF ITEM

Staff recommends that the bid received from Brightview Landscape Services, Inc. in the amount of \$138,195.33 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid was among three bids received and is under the consultant's

estimate of \$152,879.33.

The median improvement project includes new decorative hardscape, landscape planting and irrigation for medians on 15th Street from the North Central Expressway (US 75) service lanes to G Avenue.

Funding is available from Street Enhancement Bond Funds included in the 2017-18 CIP budget.

If the project is not awarded, the 15th Street/US 75 area, identified as an important gateway and entry point to Downtown Plano, will remain unimproved.

Strategic Plan Goal:

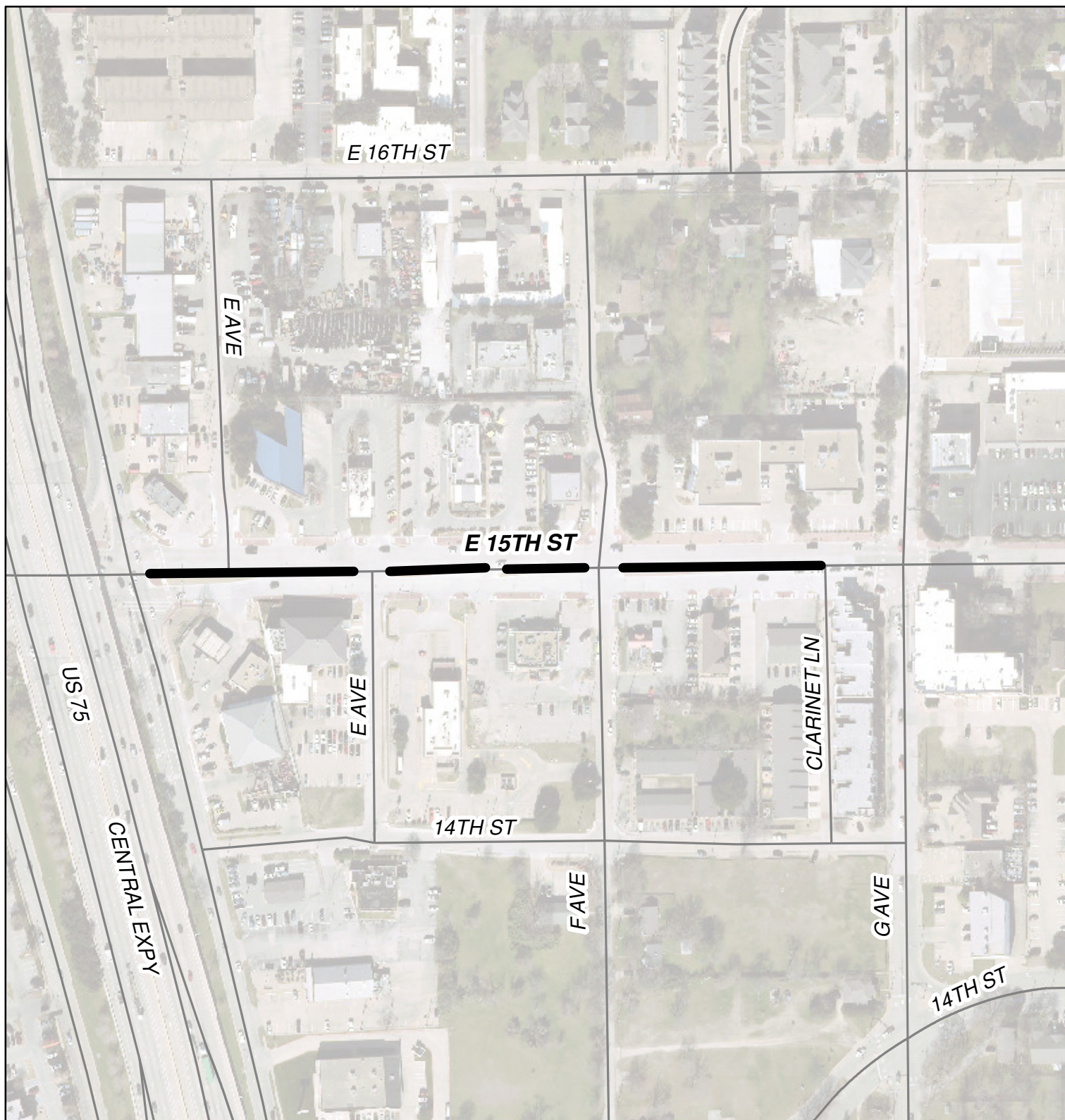
Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/18/2018	Map
Bid Recap	4/5/2018	Bid Recap



0 100 200
Feet



City of Plano Park Planning Division
3/28/2018

15th Street Median Landscape Improvements

Project Number 6671.1

Page 29

Project Location



CITY OF PLANO

RFB (CIP)

Bid No. 2018-0263-B

RFB CIP 15th Street Median Landscape Improvements

Project No. 6671.1

Bid Recap

Bid Opening Date/Time: March 22, 2018 @ 11:00 AM (CST)

Number of Vendors Notified: 6,023

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 3

<u>Vendor:</u>	<u>Total Bid</u>
Brightview Landscape Services, Inc.	\$138,195.33
C. Green Scaping, LP	\$150,249.21
Dyna-Mist Construction	\$178,513.51

Recommended Vendor:

Brightview Landscape Services, Inc.	\$138,195.33
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Angie Morales

Angie Morales, Purchasing Assistant

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Emergency Management.

Department Head: Carrie Reyes

Agenda Coordinator: Corey Isaacs

CAPTION

RFP No. 2017-0517-C for a five (5) year contract for the Emergency Operations Center audio visual upgrades for Emergency Management to Ford Audio-Visual Systems, LLC in the total estimated amount of \$719,289; 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	1,200,000	0	1,200,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-719,289	0	-719,289
Balance	0	480,711	0	480,711

FUND(S): Emergency Operations Center Equipment Replacement Fund

COMMENTS: Funds are available in the 2017-18 Emergency Operations Center Equipment Replacement Fund for the purchase of Audio/Visual upgrade equipment for the Emergency Operations Center. The total estimated amount to be spent is \$719,289. The remaining balance of these funds will be used for other implements and equipment needs aligned with Emergency Management's current operations.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/17/2018	Memo
RFP Recap	4/17/2018	RFP Recap

Date: April 5, 2018

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

From: Carrie Reyes, Director of Emergency Management

Subject: Award Recommendation for Emergency Operations Center Audio Visual Upgrades; RFP No. 2017-0517-C

The City of Plano Emergency Operations Center has been operating with an analog audio visual system since the opening of the facility in 2010. Significant technology advances since the opening of the facility have caused stresses on the present audio visual system. Presently, two rooms in the Emergency Operations Center are not working as designed - one room remains offline and a second room is operational as a standalone room, not networked to the audio visual system in the building.

Staff identified a need for a complete audio visual upgrade to the building in order to operate as a functional Emergency Operations Center during times of disaster. To achieve the upgrade, a Request for Proposals was released on August 23, 2017. The request solicited proposals for all vendors that could support a lengthy statement of objectives to include:

- Information sharing in a timely manner during crisis, emergency, and disaster situation
- Presentation capabilities (computer data, streaming video, CCTV, broadcast, surveillance)
- Support training opportunities both internally and externally
- Equipment to allow content to be pushed from a central application to one or more devices across all rooms.
- Function within the Crestron standardized operating system
- Operate within current City of Plano standardized operating system to include Skype for Business and Microsoft Office 365

The RFP was amended four times for clarification to vendors and responses were received in Purchasing prior to October 25, 2017 at 3:00 PM Central Time. Purchasing then distributed material to three (3) voting members from Emergency Management and Technology Services. Non-voting members included representation from Facilities and Procurement and Project Management departments. The group reviewed the proposals for one month, then completed and scored the proposals on December 4, 2017.

The evaluation was based on the following criteria:

- Site Attendance Meeting (Pass/Fail)
- Bid Bond submitted with sealed proposal (Pass/Fail)
- Requirements/Traceability Matrix (20%)
- Solutions Delivery Plan and Transition, Discovery, and Exit Strategy (10%)
- Work History, Past Performance, and Subcontractors (20%)
- Service Level Agreements and Documentation (10%)
- Cost (40%)

The evaluation resulted in Ford Audio-Visual Systems, LLC receiving the highest overall score. It is recommended that the award of the contract be made to Ford Audio-Visual Systems, LLC, as they

provided the best value for the City considering the relative importance of the evaluation and criteria weights. The solution, experience, price, and ability Ford Audio-Visual Systems, LLC, was equal to or better than the other proposers. Ford Audio-Visual Systems, LLC, was equal to or better than the other proposers as they demonstrated the best understanding of the needs of the Emergency Operations Center during disaster and in day-to-day training center capacities.

The best and final offer is \$719,288.82, which includes infrastructure, maintenance, and support for five (5) years. This proposal allows for scale with continued growth as new initiatives are implemented.

The Emergency Operations Center Audio Visual Upgrade is essential for leveraging modern technology and allows scaled responses for information sharing. The solution will allow the Emergency Operations Center to function in its dual role as a training center day to day while supporting the primary function of the building, an emergency, disaster and/or crisis information sharing hub for all city departments. The solution will decrease the administrative burden on Emergency Management and Technology Services staff, increase the Emergency Operations Center functionality, and ensure that all current audio visual technologies are supported.

CITY OF PLANO

RFP No. 2017-0517-C

Emergency Operations Center Audio Visual Upgrades

RFP Recap

Proposal Opening Date/Time: October 3, 2017 @ 3:00 PM

Number of Vendors Notified: 6,430

Vendors Submitting "No Bids": 0

Number of Proposals Submitted Non-Responsive: 0

Number of Proposals Submitted: 6

<u>Vendor Name</u>	<u>Proposal</u>
Facility Solutions Group, Inc.	\$443,688.00
Ford Audio-Visual Systems, LLC	\$449,995.16
Audio Fidelity Communications Corporations d/b/a Whitlock	\$525,391.86
Data Projections, Inc.	\$535,845.16
Designs that Compute, Inc. d/b/a Visionality	\$843,483.48
AVI Systems, Inc.	\$884,892.00

Best and Final Offers Requested **Amount**
Best and Final Offers included requests for additional equipment and configuration due to the City-wide Skype for Business implementation.

Ford Audio-Visual Systems, LLC	\$719,288.82
Facility Solutions Group, Inc.	\$875,646.00

Recommended Vendor(s):
Ford Audio-Visual Systems, LLC with their Best and Final Offer of \$719,288.82.

Corey Isaacs

Corey Isaacs, Purchasing Agent

April 5, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0202-B for the Harrington Library Acoustical Wall Panels to North American Commercial Construction, LP in the amount of \$54,713; 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	90,048	477,022	0	567,070
Encumbered/Expended Amount	-90,048	-116,842	0	-206,890
This Item	0	-54,713	0	-54,713
Balance	0	305,467	0	305,467

FUND(S): Library Facilities CIP

COMMENTS:

Funding is available in the 2017-18 Library Facilities CIP for this item. Installation of acoustical panels at Harrington Library, in the amount of \$54,713, will leave a balance of \$305,467 available for future improvements to Plano Public Library facilities.

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:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/12/2018	Memo
Bid Recap	4/12/2018	Bid Recap

Date: March 29, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Harrington Library Acoustical Wall Panels - Bid #2018-0202-B

I have reviewed the bids submitted for the installation of acoustical panels at the Harrington Library. I recommend award to the lowest responsive responsible bid submitted from North American Commercial Construction, LP for \$54,713. There was one additional bid submitted that is deemed non-responsive due to not submitting the required bid bond.

The addition of these acoustical panels is needed in order to improve the overall sound quality of the rooms as well as the programs that are held in the rooms.

The funding for the project is in the Capital Improvement Project Fund account #17108.

Please contact me if you have any questions.

/md

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

CITY OF PLANO

BID NO. 2018-0202-B

HARRINGTON LIBRARY ACOUSTICAL WALL PANELS

BID RECAP

Bid Opening Date/Time: March 8, 2018 @ 2:30 PM

Number of Vendors Notified: 1,948

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 1

<u>Vendor Name</u>	<u>Base Bid</u>
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North American Commercial Construction, LP	\$54,713
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Recommended Vendor:

North American Commercial Construction, LP \$54,713

Michael Parrish

April 11, 2018

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0200-B for the Fire Station 10 Roof Replacement to Tarrant Roofing, LLC in the amount of \$59,448; 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	7,075	258,400	35,000	300,475
Encumbered/Expended Amount	-7,075	-29,550	0	-36,625
This Item	0	-59,448	0	-59,448
Balance	0	169,402	35,000	204,402

FUND(S): Capital Maintenance Fund

COMMENTS:

Funding is available in the 2017-18 Capital Maintenance Fund Budget for this item. Replacement of the roof at Fire Station #10, in the amount of \$59,448, will leave a current year balance of \$169,402 for future expenditures to maintain Plano Fire-Rescue facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/12/2018	Memo
Bid Recap	4/12/2018	Bid Recap

Date: April 2, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Fire Station #10 Roof Replacement – Bid #2018-0200-B

I have reviewed the bids submitted for the roof replacement at Fire Station #10. I recommend award to the lowest responsive responsible bid submitted from Tarrant Roofing, LLC for \$59,447.63. There was one bid deemed non-responsive due to their not submitting the required bid bond. Also there were three additional bids submitted from Nations Roof Central, LLC for \$90,940.00, Globus Management Group, LLC for \$92,002.02 and Hanalex Roofing and Construction for \$103,800.00.

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

The funding for the project is in the Capital Reserve Fund account #54481.

Please let me know if you have any questions.

/md

cc: Chris Vike
Jim Razinha
Matt Yager
Todd Luxem
Sandy Bloomer
Michael Parrish
Earl Whitaker

CITY OF PLANO

BID NO. 2018-0200-B

FIRE STATION 10 ROOF REPLACEMENT

BID RECAP

Bid Opening Date/Time: March 15, 2018 @ 2:30 PM

Number of Vendors Notified: 1,376

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 4

<u>Vendor Name</u>	<u>Base Bid</u>
Tarrant Roofing, LLC	\$59,447.63
Nations Roof Central, LLC	\$90,940.00
Globus Management Group, LLC	\$92,002.02
Hanalex Roofing and Construction	\$103,800.00

Recommended Vendor:

Tarrant Roofing, LLC	\$59,447.63
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Michael Parrish

April 11, 2018

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0208-B for Acoustical Panels at the Oak Point Nature and Retreat Center to North American Commercial Construction, LP in the amount of \$123,700; 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	225,000	0	225,000
Encumbered/Expended Amount	0	-85,566	0	-85,566
This Item	0	-123,700	0	-123,700
Balance	0	15,734	0	15,734

FUND(S): General Fund

COMMENTS: Funding is available in the 2017-18 Facilities Maintenance Budget for this item. Installation of acoustical panels at the Oak Point Nature & Retreat Center, in the amount of \$123,700, will leave a current year balance of \$15,734 available for other future capital expenditures related to maintaining City of Plano facilities.

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:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/18/2018	Memo
Bid Recap	4/12/2018	Bid Recap

Date: March 29, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Oak Point Nature and Retreat Center Acoustical Panels - Bid #2018-0208-B

I have reviewed the bids submitted for the installation of acoustical panels at the Oak Point Nature and Retreat Center. I recommend award to the lowest responsive responsible bid submitted from North American Commercial Construction, LP for \$123,700. An additional bid was submitted by Concord Commercial Services for \$129,400.

The addition of these acoustical panels is needed in order to improve the overall sound quality of the rooms as well as the programs that are held in the rooms.

Funding for the project was approved in the 2017-18 budget and is in Account 352-8231.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Paul Kunze
Colette Hall
Michael Parrish
Earl Whitaker

CITY OF PLANO

BID NO. 2018-0208-B

ACOUSTICAL PANELS AT OAK POINT NATURE AND RETREAT CENTER

BID RECAP

Bid Opening Date/Time: March 8, 2018 @ 2:00 PM

Number of Vendors Notified: 1,948

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 2

<u>Vendor Name</u>	<u>Base Bid</u>
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North American Commercial Construction, LP	\$123,700
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Concord Commercial Services	\$129,400
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Recommended Vendor:

North American Commercial Construction, LP \$123,700

Michael Parrish

April 11, 2018

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Corey Isaacs

CAPTION

To approve the purchase of NetMotion premium enterprise software support for Technology Services in the amount of \$52,022 from Mobile Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-3810) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,459	0	5,795,459
Encumbered/Expended Amount	0	-3,479,292	0	-3,479,292
This Item	0	-52,022	0	-52,022
Balance	0	2,264,145	0	2,264,145

FUND(S): Technology Services Fund

COMMENTS: Funding is available for this item in the 2017-18 Technology Services Fund budget. This request is to purchase one year of software support services for NetMotion from Mobile Wireless, LLC, in the estimated amount of \$52,022 in the 2017-18 budget, which will leave a current year balance of \$2,264,145 for future expenditures for software support in the Technology Services Fund budget.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to

seek competitive bids for items (State of Texas Department of Information Resources Contract No. DIR-TSO-3810; City of Plano Contract No. 2018-0284-O).

See Recommendation Memo and Cooperative Bid Recap

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/17/2018	Memo
Cooperative Bid Recap	4/3/2018	Cooperative Quote Recap

Date: March 22, 2018

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

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation for NetMotion Premium Enterprise Software Support: Cooperative Bid No. 2018-0284-O

Technology Services recommends purchasing software support services for NetMotion from Mobile Wireless, LLC. We currently use NetMotion to provide VPN connectivity for our users including public safety personnel.

Mobile Wireless, LLC is authorized to provide this equipment and services under the State of Texas Department of Information Resources (DIR) contract number DIR-TSO-3810. The total amount for software support services would be \$52,022. The dates of coverage would be July 1, 2018 through June 30, 2019.

The purchase of this support and maintenance is for providing connectivity to mobile users into the City's network. If this purchase is not approved, City computers will not have a secure means to connect to internal systems and data when remotely connected. These functions are critical to ensuring connectivity to the City data network for Police and Fire personnel and for the continued level of service offered to the citizens.



Bid No. 2018-0284-O

NetMotion Premium Enterprise Software Support

Cooperative Bid Recap

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Quote Due Date/Time: March 13, 2018 at 3:00 PM

Number of Vendors Contacted: 8

Vendors Submitting “No Bids”: 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 5

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Mobile Wireless, LLC via DIR-TSO-3810	\$52,022.00
Upstate Wholesale Supply, Inc. dba Brite Computers via DIR-TSO-4073	\$56,382.00
SHI Government Solutions, Inc. via BuyBoard 498-15	\$56,512.00
AT&T Corp. via DIR-TSO-3420	\$58,126.69

<u>RECOMMENDED VENDOR</u>	<u>AMOUNT</u>
Mobile Wireless, LLC via DIR-TSO-3810	\$52,022.00

Corey Isaacs

Corey Isaacs, Purchasing Agent

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Corey Isaacs

CAPTION

To approve the purchase of aggregated services routers for Technology Services in the amount of \$104,384 from Presidio Networked Solutions Group, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-2542) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-104,384	0	-104,384
Balance	0	895,616	0	895,616

FUND(S): Technology Improvement Funds

COMMENTS: Funding for this item is available in the 2017-18 Technology Improvements CIP Fund. The purchase of aggregated services routers for enterprise cloud, in the amount of \$104,384, will leave a current year balance of \$895,616 for additional cloud connectivity expenditures in the Technology Improvements CIP Fund.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to

seek competitive bids for items. (State of Texas Department of Information Resources Contract No. DIR-TSO-2542; City of Plano Contract No. 2018-0316-O)

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	4/11/2018	Memo
Cooperative Bid Recap	4/12/2018	Cooperative Quote Recap

Date: Monday, April 9, 2018

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

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation for the Purchase of Aggregated Services Routers; Cooperative Bid No. 2018-0316-O

As part of the continuing NextGen program developed to reduce risk, modernize technology, increase productivity, decrease cost, and add redundancy, the Technology Services department recommends the purchase of two (2) Cisco Aggregated Services Routers to serve as the Enterprise Cloud edge for the City of Plano's on-premise and public clouds.

The addition of these routers will allow us to use more advanced data center interconnect and cloud connectivity options and features to provide more robust and redundant services and fail-over capabilities for both public and private cloud hosted City services. In addition, we will use these routers to help segment the City's internal network further to maintain compliance with regulatory requirements such as CJIS, PCI-DSS, and HIPAA.

Technology Services recommends award to Presidio Networked Solutions Group, LLC in the amount of \$104,384.28 through their State of Texas Department of Information Resources Contract No. DIR-TSO-2542.

If the City does not purchase these routers, we will not have the ability to streamline enterprise cloud processes for fast fail-over resulting in requirements that are more complex and processes that involve manual interaction to complete fail-over scenarios. This would result in extended recovery time objectives (RTOs) and increased downtime and margin for errors. In addition, we will not be able to connect to our public cloud at 10Gb/s via our direct connection due to existing hardware/software limitations.



Bid No. 2018-0316-O

Purchase of Aggregated Service Routers

Cooperative Bid Recap

=====

Quote Due Date/Time: April 6, 2018 at 3:00 PM

Number of Vendors Contacted: 43

Vendors Submitting “No Bids”: 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 12

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Presidio Networked Solutions Group, LLC via DIR-TSO-2542	\$104,384.28
Datavox, Inc. via DIR-TSO-2542	\$112,402.12
General Datatech, L.P. via DIR-TSO-2542	\$112,402.12
Sirius Computer Solutions, Inc. via DIR-TSO-2542	\$113,915.40
Commsys Technology Corp. via DIR-TSO-2542	\$134,016.44
MNJ Technologies Direct, Inc. via DIR-TSO-2542	\$138,970.50
SHI Government Solutions, Inc. via DIR-TSO-2542	\$139,100.80
United Data Technologies, Inc. via DIR-TSO-2542	\$140,643.20
CDW Government, LLC via DIR-TSO-2542	\$141,324.00
Sology, Inc. via DIR-TSO-2542	\$146,527.60
AT&T Corp. via DIR-TSO-2542	\$150,698.60
GTS Technology Solutions, Inc. via DIR-TSO-2542	\$161,276.30

<u>RECOMMENDED VENDOR</u>	<u>AMOUNT</u>
Presidio Networked Solutions Group, LLC via DIR-TSO-2542	\$104,384.28

Corey Isaacs

Corey Isaacs, Purchasing Agent

April 9, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Corey Isaacs

CAPTION

To approve the purchase of support and maintenance for JD Edwards and PeopleSoft for Technology Services in the amount of \$422,646 from Oracle America, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-2539) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: FY 2017-18 thru 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,459	246,544	6,042,003
Encumbered/Expended Amount	0	-3,479,292	0	-3,479,292
This Item	0	-176,102	-246,544	-422,646
Balance	0	2,140,065	0	2,140,065

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the 2017-18 Technology Services Fund budget. This request is to purchase one year of support and maintenance for JD Edwards and PeopleSoft software through Oracle America, Inc., in the estimated amount of \$176,102 in the 2017-18 budget, which will leave a current year balance of \$2,140,065 available for future operating expenditures for maintenance agreements. Future year expenditures for this request are estimated to be \$246,544 in the 2018-19 Technology Services Fund budget and will be made within approved budget appropriations.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (State of Texas Department of Information Resources Contract # DIR-TSO-2539; City of Plano Contract # 2014-242-O).

See Recommendation Memo and Cooperative Bid Recap

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/6/2018	Memo
Cooperative Bid Recap	4/6/2018	Cooperative Quote Recap

Date: April 3, 2018

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

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation for Software Maintenance and Support for JD Edwards and PeopleSoft

Oracle America, Inc. provides support and maintenance for the City's Enterprise Resource systems:

- Oracle PeopleSoft Enterprise
 - Human Capital Management,
 - Talent Management,
 - Payroll and various other modules
- Oracle JD Edwards EnterpriseOne
 - General Ledger,
 - Accounts Receivable,
 - Accounts Payable,
 - Budget,
 - Procurement, and various other modules.

Technology Services is recommending the purchase of support and maintenance for JD Edwards and PeopleSoft to Oracle America, Inc. in the amount \$422,646.01. The support and maintenance is for the term of May 25, 2018 through May 24, 2019 through the State of Texas Department of Information Resources Contract No. DIR-TSO-2539.

If this agreement is not awarded, it will limit the City's ability to perform business functions like payroll, vendor payments, purchase orders, recruiting, and other critical City functions.



Bid No. 2014-242-O

Support and Maintenance for JD Edwards and PeopleSoft

Cooperative Bid Recap

=====

Quote Due Date/Time: February 1, 2018 at 3:00 PM

Number of Vendors Contacted: 7

Vendors Submitting “No Bids”: 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 1

VENDOR NAME

Oracle America, Inc.

AMOUNT

\$422,646.01

RECOMMENDED VENDOR

Oracle America, Inc.

AMOUNT

\$422,646.01

Corey Isaacs

Corey Isaacs, Purchasing Agent

April 3, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of two (2) Truck Type Utility Vehicles with Dump Beds for Fleet Services, to be utilized by Parks and Recreation, in the amount of \$58,975 from Professional Turf Products through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents.
(BuyBoard Contract No. 529-17) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	70,500	0	70,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-58,975	0	-58,975
Balance	0	11,525	0	11,525

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase two (2) Truck Type Utility Vehicles with Dump Beds for the scheduled replacement of unit 08124 and 07196 in Cost Center 637 / Athletic Field Maintenance. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

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

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 529-17 / City of Plano Internal Contract No. 2018-0292-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/10/2018	Memo
Cooperative Quote Recap	4/18/2018	Cooperative Quote Recap

Date: March 21, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Truck Type Utility Vehicles with Dump Beds Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Truck Type Utility Vehicles with Dump Beds from Professional Turf Products, in the amount of \$58,974.84 through BuyBoard Contract No. 529-17. Fleet Services and Purchasing have reviewed multiple cooperative contract quotes and found this to be the best value for the City.

These units are scheduled replacements for 08124 and 07196 Utility Vehicles in Cost Center 637 Athletic Field Maintenance. Due to operational demands, it is necessary to purchase at this time.

The purchase of Utility Vehicles with Dump Beds for Athletic Field Maintenance is also necessary for the following reasons:

1. These utility vehicles are used to transport personnel and move materials, such as sand and topsoil, used in the daily operations of maintaining the athletic fields. Implements are attached to these units to provide various grooming and maintenance operations for the ballfields.
2. The old utility 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. If these units are not replaced we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.



**SOLICITATION NO. 2018-0292-O
TWO (2) TRUCK TYPE UTILITY VEHICLES WITH DUMP BEDS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 2

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 1

Number of Responsive Quotes Received: 2

Two (2) Toro Workman HDX-D from Professional Turf Products via BuyBoard Contract No. 529-17	\$ 58,974.84
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Two (2) Jacobsen Truckster HD from Luber Bros. via BuyBoard Contract No. 447-14	\$ 70,224.80
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Recommended Vendor:

Professional Turf Products	\$ 58,974.84
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of a Mobile SCBA Compressor Trailer for Fleet Services, to be utilized by Fire-Rescue, in the amount of \$146,555 from Daco Fire Equipment through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 524-17)

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	132,800	0	132,800
Encumbered/Expended Amount	0	0	0	0
This Item	0	-146,555	0	-146,555
Balance	0	-13,755	0	-13,755

FUND(S): Fire Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase one (1) SCBA Compressor Trailer as a New Addition to Fire-Rescue funded from the Fire Equipment Replacement Fund. The additional funds of \$13,755 needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

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

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 524-17 / City of Plano Internal Contract No. 2018-0183-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/9/2018	Memo
Cooperative Quote Recap	4/18/2018	Cooperative Quote Recap

Date: March 21, 2018
To: Bruce D. Glasscock, City Manager
From: Gerald Cosgrove, P.E., Director of Public Works
Subject: Mobile SCBA Compressor Trailer Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Self Contained Breathing Apparatus (SCBA) Compressor Trailer from Daco Fire Equipment, in the amount of \$146,554.90, through BuyBoard Contract No. 524-17. Fleet Services and Fire-Rescue researched Cooperative Contracts and found this to be the best value for the City.

This unit is an approved New Addition from the Capital Outlay FY2017-18 Supplement Number 9030004 in cost center 552 Fire. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Mobile SCBA Compressor Trailer is necessary for the following reasons:

1. This unit will expand Fire-Rescue's ability to respond to structure fires. It is capable of refilling SCBA bottles at mobile locations.
2. The Fire-Rescue fleet currently has one mobile unit with SCBA compressor capabilities. The new mobile SCBA compressor trailer will be utilized at fire scenes anytime the other unit is out of service or unavailable.
3. Not purchasing this unit could create a potential for delay in emergency operations if the air on scene runs out while shuttling bottles back to a stationary compressor.



**SOLICITATION NO. 2018-0183-O
MOBILE SCBA COMPRESSOR TRAILER
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

16' Trailer with Mobile Breathing Air Compressor from Daco Fire Equipment via BuyBoard Contract No. 524-17	\$ 146,554.90
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Recommended Vendor:

Daco Fire Equipment	\$ 146,554.90
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of bulk fuels for a period of one (1) year with three (3) City optional one-year renewals for Fleet Services in the estimated annual amount of \$1,500,000 from Martin Eagle Oil Co. through an existing Tarrant County contract; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2018-057) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 through 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,994,807	5,250,000	9,244,807
Encumbered/Expended Amount	0	-1,274,713	0	-1,274,713
This Item	0	-750,000	-5,250,000	-6,000,000
Balance	0	1,970,094	0	1,970,094

FUND(S): Equipment Maintenance

COMMENTS: This item approves price quotes. Expenditures will be made in the Fleet Services Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2017-18 is \$750,000. The estimated future amount to be spent is \$5,250,000 (FY 2018-19 \$1,500,000, FY 2019-20 \$1,500,000, FY 2020-21 \$1,500,000 and FY 2021-22 \$750,000). This agreement approves a one-year contract with (3) optional one-year renewals for an estimated total amount of \$6,000,000. Remaining current year balance will be used for other Fleet 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. 2018-057 / City of Plano Internal Contract No. 2018-0315-I)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/9/2018	Memo
Cooperative Quote Recap	4/10/2018	Cooperative Quote Recap

Date: April 4, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Bulk Fuel Purchase Recommendation

It is the recommendation of Fleet Services to purchase bulk fuels from Martin Eagle Oil Co. through Tarrant County Contract 2018-057. This contract is for a period of one (1) year with an option of three (3) one (1) year renewals.

This contract will be used for the purchase of bulk fuels for emergency generators and tank sites citywide. Total estimated annual expenditures for bulk fuels will be \$1,500,000. This is a budgeted expense in Cost Center 342 Fleet Services.

If this contract is not approved for use by the City of Plano, the City would be required to purchase fuel on a monthly basis without a contract in place.

CITY OF PLANO
CONTRACT NO. 2018-0315-I
BULK FUELS
COOPERATIVE QUOTE RECAP

Number of Entities Contacted: 1

Entities Submitting "No Bids": 0

Entities Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

Martin Eagle Oil Co.
via Tarrant County Contract No. 2018-057
City of Plano Estimated Annual Expenditures for Bulk Fuels \$1,500,000.00

Recommended Vendor:

Martin Eagle Oil Co.
via Tarrant County Contract No. 2018-057
City of Plano Estimated Annual Expenditures for Bulk Fuels \$1,500,000.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

April 6, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Fire

Department Head: Sam Greif

Agenda Coordinator: Teresa Cox Ext:7539

CAPTION

To approve the purchase of six (6) washer/extractors for Fire-Rescue in the estimated amount of \$54,360 from Ed Brown Distributors through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 518-16) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCALYEAR: FY 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	86,000	0	86,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-54,360	0	-54,360
Balance	0	31,640	0	31,640

FUND(S): Fire Equipment Replacement Fund

COMMENTS: Funds are available in the Fire Equipment Replacement Fund for the purchase of six (6) washer/extractors for washing bunker gear. The total estimated amount to be spent is \$54,360. The remaining balance of these funds will be used for other implements and equipment needs aligned with Plano Fire Rescue's current operations.

SUMMARY OF ITEM

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

items. (Buyboard Contract #518-16, City of Plano Contract # 2018-0071-O)

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/10/2018	Memo
Recap	4/10/2018	Cooperative Quote Recap

Date: March 19, 2018

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

From: Sam Greif, Fire Chief

Subject: Award Recommendation for the purchase of Six (6) Washer/Extractors

Contaminated protective gear exposes firefighters to potentially life-threatening chemicals, biological agents and particulate matter. If not dealt with properly, soiled protective gear can also pass on contaminants to the citizens we serve. The key to limiting firefighter, and citizen, exposure to such hazards is proper decontamination of soiled gear. National Fire Protection Association (NFPA) Standard 1851, Standard on Selection, Care and Maintenance of protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, states that soiled protective gear should be washed in a highly programmable front-load washer/extractor. A highly programmable washer allows fire departments to alter how they wash gear based on changing recommendations and fabric innovations. At the conclusion of this purchase, each of Plano Fire-Rescue stations will have access to an onsite washer/extractor.

Plano Fire-Rescue obtained approval in the 2017-2018 City of Plano budget to purchase six (6) washer/extractors. Specifications were developed and quotes were solicited from Buyboard Cooperative Purchasing awarded vendors under Contract # 518-16 for Commercial Washer & Dryers. Four (4) companies, that included Commercial Equipment Company, AAdvantage Laundry Systems, Ed Brown Distributors, and Skyline Equipment Inc., each supplied a quote. The lowest quote received was from Ed Brown Distributors for \$54,360.00. Therefore, Plano Fire-Rescue recommends purchasing six washer/extractors in the amount of \$54,360.00 from Ed Brown Distributors.

Failure to award this purchase will leave six stations without the ability to launder their bunker gear onsite. Companies will continue to travel out of district to have their gear washed at other stations, which increases out of service time. Citizens, firefighters, and city employees will continue to be exposed to greater levels of hazardous materials at these stations.

CITY OF PLANO

Cooperative Recap

Bid No. 2018-0071-O

Six (6) Washer/Extractors for Plano Fire Rescue

Proposal Opening Date/Time: February 27, 2018 @ 2pm (CST)

Number of Vendors Notified: 6

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 4

<u>Vendor Name</u>	<u>Amount Bid</u>	<u>Cooperative Contract</u>
Ed Brown Distributors	\$54,360.00	518-16
Commercial Equipment Company	\$61,625.00	518-16
Skyline Equipment Inc.	\$65,285.00	518-16
AAAdvantage Laundry & Systems	\$72,537.92	518-16

Recommended Vendor:

Ed Brown Distributors	\$54,360.00	518-16
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Teresa Cox

Teresa Cox, Buyer II

February 27, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To ratify an expenditure in the amount of \$7,175 for construction materials testing related services for a total contract amount of \$51,080 from Globe Engineers, Inc. for Park Boulevard and US 75 Pedestrian Crossing; and authorizing the City Manager to execute all necessary documents. (Project No. 5737; Contract Modification No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		2,902,215	7,175	0	2,909,390
Encumbered/Expended Amount		-2,902,215	0	0	-2,902,215
This Item		0	-7,175	0	-7,175
BALANCE		0	0	0	0

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP. The second modification to the existing materials testing contract, in the amount of \$7,175, will utilize the remaining budget allocated to this project.

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:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	4/12/2018	Memo

Date: April 23, 2018

To: Bruce D. Glasscock, City Manager

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

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

Subject: Ratification of a Contract Modification for the Park Boulevard and US 75 Pedestrian Crossing Project No. 5737

The Engineering Department recommends ratification of Contract Modification No. 2, in the amount of \$7,175.00, for a total contract amount of \$51,080.00 for materials testing services from Globe Engineers, Inc., for the Park Boulevard and US 75 Pedestrian Crossing.

This project includes materials testing services in connection with a pedestrian crossing along the north side of Park Boulevard from the Chisholm Trail to the DART Rail station on Archerwood Drive.

Globe Engineers, Inc. was deemed the most qualified based on their Statement of Qualifications.

Not approving the ratification of this contract modification would result in the final pay request from this consultant being denied.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve an expenditure in the amount of \$500,000 for the purchase of real property from Microproperties-Indiana, LLC for Downtown Plano parking; 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	12,866,479	0	12,866,479
Encumbered/Expended Amount	0	-4,606,381	0	-4,606,381
This Item	0	-500,000	0	-500,000
Balance	0	7,760,098	0	7,760,098

FUND(S): TIF II Fund

COMMENTS: Funding for this item is available in the TIF II Fund. The purchase of land for public parking in Downtown Plano, in the amount of \$500,000, will leave an available fund balance of \$7,760,098 for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The proposed parking lot is located on eastern side of the 1300 block of Municipal Avenue. It is known as Lot 1b and 2 of Block 15 of the Original Donation to the City of Plano. The parking lot will add approximately 60 spaces. Design and construction of the parking lot is not included in this action. See

attached map the parcel 's location.

Strategic Plan Goal:

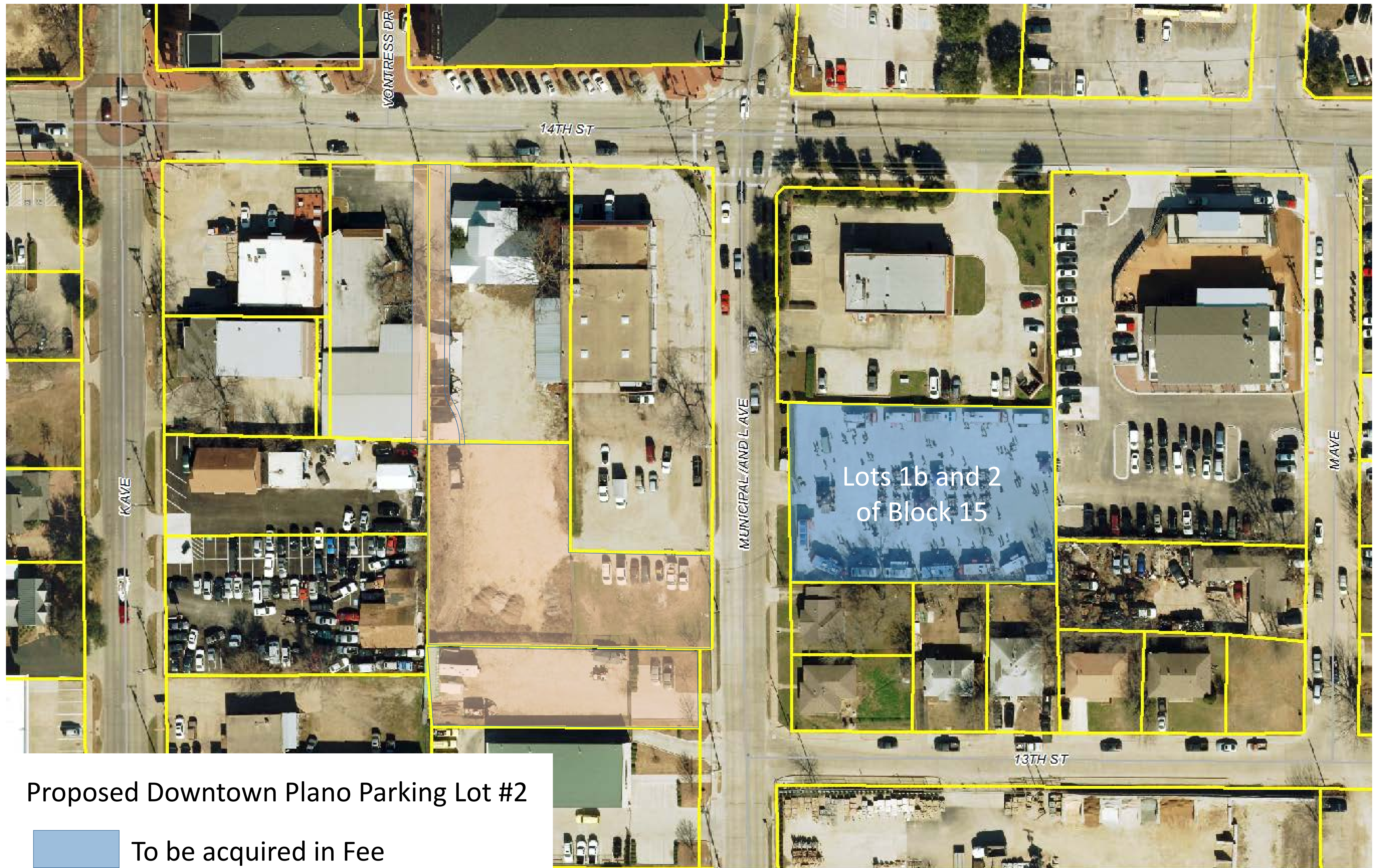
Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

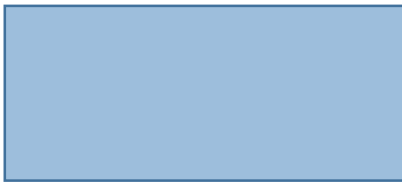
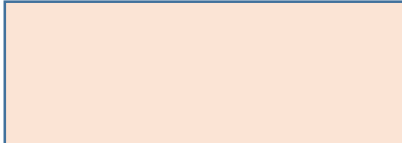
Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Map	4/6/2018	Map



Proposed Downtown Plano Parking Lot #2

-  To be acquired in Fee
-  Previous Acquisition



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve an expenditure for a Utility Vehicle Ambulance in the amount of \$63,283 from ASAP Off Road Specialty Vehicles for Fleet Services to be utilized by Fire-Rescue; 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	110,500	0	110,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-63,283	0	-63,283
Balance	0	47,217	0	47,217

FUND(S): Fire Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase one (1) Utility Vehicle (UTV) Ambulance as a New Addition to Fire-Rescue funded from the Fire Equipment Replacement Fund. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2018-0261-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	4/16/2018	Memo
Quote Recap	4/18/2018	Other

Date: March 21, 2018
To: Bruce D. Glasscock, City Manager
From: Gerald Cosgrove, P.E., Director of Public Works
Subject: Utility Vehicle Ambulance Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Utility Vehicle (UTV) Ambulance from ASAP Off Road Specialty Vehicles, in the amount of \$63,283.00. This item is available to the City of Plano only through ASAP Off Road Specialty Vehicles, who is the manufacturer and sole supplier for this product. ASAP Off Road Specialty Vehicles has been approved as a sole source.

This unit is an approved New Addition from the Capital Outlay FY2017-18 Supplement Number 9030005, to be purchased for cost center 552 Fire to support their operations. Due to operational demands, it is necessary to purchase at this time.

The purchase of a UTV in Cost Center 552 Fire is necessary for the following reasons:

1. Fire-Rescue currently uses two UTV ambulances to respond to calls at Oak Point Park and Arbor Hills Nature Center as well as during special events and high school football games. The UTV ambulances are needed to access the three miles of paved trails at each park location. When one or both of these units are used at special events, no vehicle is available to respond to EMS calls at the parks. These events are often during the parks' peak hours on weekends. A new UTV ambulance will allow Fire-Rescue to have one such vehicle designated for special events to ensure UTV's assigned to the parks will stay in-service during their busiest times.
2. The new UTV ambulance will also serve as a back up to those units assigned to the parks' locations when they are unavailable due to repair or preventative maintenance.
3. If this unit is not purchased, Fire-Rescue will not have UTV ambulance response capabilities at the parks' locations during special events and high school football games.



**SOLICITATION NO. 2018-0261-X
UTILITY VEHICLE (UTV) AMBULANCE
QUOTE RECAP**

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

MedStat MS 500 Off Road Ambulance
from ASAP Off Road Specialty Vehicles

\$ 63,283.00

Recommended Vendor:

ASAP Off Road Specialty Vehicles

\$ 63,283.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

March 22, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure for design services to prepare plans and specifications for the Russell Creek Playground and Park Renovation, Project No. 6979, in the amount of \$98,817 from DCBA Landscape Architecture, 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	0	750,000	850,000	1,600,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-61,761	-37,056	-98,817
Balance	0	688,239	812,944	1,501,183

FUND(S): Capital Maintenance Fund

COMMENTS:

Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. Design services for the Russell Creek Playground and Park Renovation project, in the amount of \$98,817, will leave a total balance of \$1,501,183 available for future expenditures related to community park renovations.

SUMMARY OF ITEM

The Russell Creek Playground and Park Renovation project includes design services for new playground equipment to serve children ages 2 - 12 with integrated shade structures; grading and subsurface drainage improvements; trail replacement and accessible route access improvements to the parking lot and multi-

use court to meet ADA requirements; re-striping the multi-use court; regrading the berms around the existing sand volleyball court to allow effective surface drainage; and the replacement of the existing trail lighting; irrigation and landscape. The existing playground equipment, lighting and surrounding walkways are twenty-eight years old, and the walkways that serve the playground, multi-use court and parking lot are not compliant with current ADA requirements. The playground equipment can no longer be maintained as the parts for the system are no longer available, and when replacing a playground of this age, a renovation of the site becomes necessary to provide accessible routes that meet today's ADA requirements. The grading improvements will improve drainage in this area of the park as it drains poorly during rain events, flooding the playground and sand volleyball court.

DCBA Landscape Architecture, Inc. is on the 2017-19 list of qualified consultants for the Community Investment Program park and landscape design (RFQ 2017-0218-X). The contract fee is \$98,817 which includes design, geotechnical services, site planning, and surveying. The fee is 9% of the total estimated construction budget of \$1,100,000. The total fee is typical for a project of this size and scope for playground equipment, grading, drainage, and accessibility compliance.

If this project is not awarded, the park elements will continue to age with increasing maintenance requirements until they eventually need to be removed; and the improvements will not be brought into compliance with current ADA requirements.

Strategic Plan Goal:

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

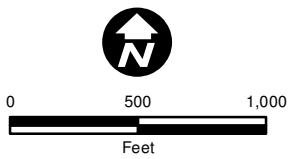
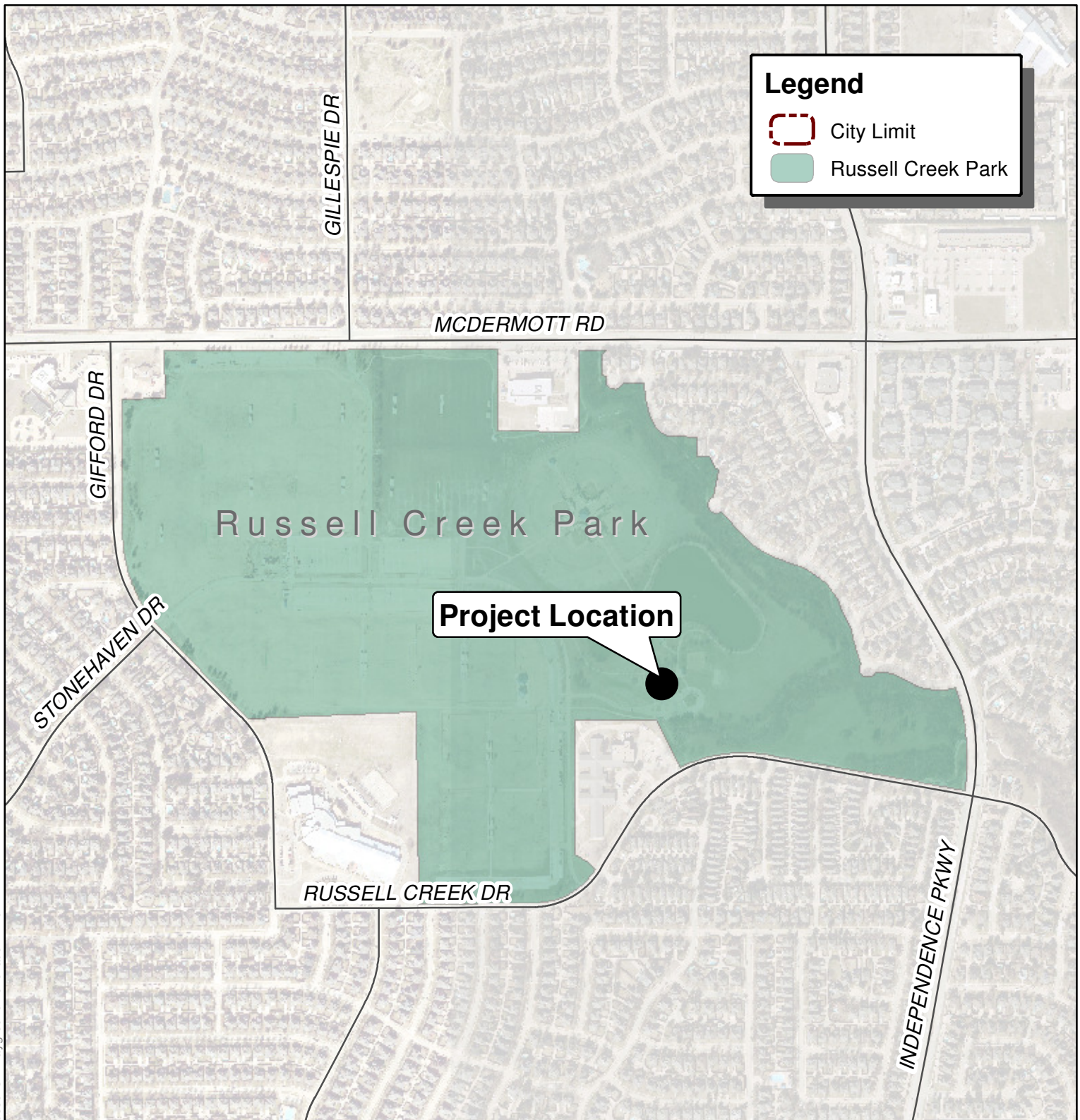
Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/12/2018	Map

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City of Plano Park Planning Division
3/21/2018

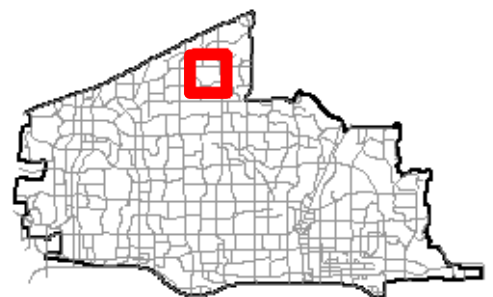
Russell Creek Park Playground Renovation

Project number: 6979

3500 McDermott Rd.
Plano, TX 75025

Page 88

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure for design services to prepare plans and specifications for the Evans Park Renovation, Project No. 6980, in the amount of \$107,286 from DCBA Landscape Architecture, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18 & 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	439,783	955,217	900,000	2,295,000
Encumbered/Expended Amount	-439,783	-949,818	0	-1,389,601
This Item	0	-37,286	-70,000	-107,286
Balance	0	-31,887	830,000	798,113

FUND(S): Capital Maintenance Fund

COMMENTS:

Funding is partially available in the 2017-18 Capital Maintenance Fund and anticipated in future years for this item, with the 2017-18 overrun being offset in other Capital Maintenance Fund projects. Design services to prepare plans and specifications for the Evans Park Renovation project, in the total amount of \$107,286, will leave a total balance of \$798,113 available for future expenditures related to renovating Plano's neighborhood parks.

SUMMARY OF ITEM

The Evans Park Renovation project includes design services for new playground equipment with

integrated shade structures; pavilion replacement; lighting improvements; walkway upgrades to meet ADA requirements; re-striping of the multi-use court; and the replacement of irrigation and landscaping. The pavilion is nearly thirty years old with dry rot in the roof and it has reached the end of its useful life. The existing playground equipment and surrounding walkways are twenty-three years old, and the walkways that serve the playground, multi-use court, drinking fountain and on-street parking are not compliant with current ADA requirements. The playground equipment can no longer be maintained with matching components as they have aged out and are no longer available.

DCBA Landscape Architecture, Inc. is on the 2017-19 list of qualified consultants for the Community Investment Program park and landscape design (RFQ 2017-0218-X). The contract fee is \$107,286 which includes design, electrical utilities, geotechnical services, site planning, and surveying. The fee is 11.9% of the total estimated construction budget of \$900,000. The total fee is typical for a project of this size and scope for playground equipment, hardscape structures, and accessibility improvements.

If this project is not awarded, the park elements will continue to age with increasing maintenance requirements until they eventually need to be removed; and the improvements will not be brought into compliance with current ADA requirements.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/12/2018	Map

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0 0.1 0.2
Miles



City of Plano Park Planning Division
3/21/2018

Evans Park Renovation

Project number: 6980

1601 Mollimar Dr
Plano, TX 75075

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Benjamin Petty

CAPTION

To approve an expenditure in the amount of \$38,186 to MuniServices, LLC; 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		0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	-38,186	0	-38,186
BALANCE		0	-38,186	0	-38,186

FUND(S): General Fund

COMMENTS:

This item approves payment of \$38,186 to MuniServices, LLC for recovering misallocated sales tax reimbursement owed to the City of Plano totaling \$127,285. Per contract terms, MuniServices, LLC receives 30% of recovered sales tax collections.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description

Upload Date

Type

Memo

4/11/2018

Memo

Date: April 11, 2018

To: Bruce D. Glasscock, City Manager

From: Karen Rhodes-Whitley, Budget Director

Subject: MuniServices, LLC Sales Tax Contract Payment

In May 2016, the City of Plano engaged MuniServices, LLC to provide Sales Tax Audit Review services in order to detect, document and correct sales tax misallocations thereby producing previously unrealized revenue for the City. Under the terms of the contract, once discovery of the misappropriated sales tax is documented and paid to the City, a 30% contingency fee is due to MuniServices. Recovery of twenty-seven separate entities sales tax collections through the month of December totaling \$127,285 has been documented as paid to the City. This agenda item approves payment of \$38,186 to MuniServices, LLC based on the 30% contingency agreement.

Please let me know if you have any questions.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve an expenditure for the Data Center APC Uninterruptible Power Supply System in the amount of \$103,100 from Tubbesing Services, LLC; 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	597,562	0	597,562
Encumbered/Expended Amount	0	-2,660	0	-2,660
This Item	0	-103,100	0	-103,100
Balance	0	491,802	0	491,802

FUND(S): TS Replacement Fund

COMMENTS: Funding for this item is available in the 2017-18 Technology Services Replacement Fund Budget. Replacement of 192 batteries for the uninterruptible power supply system in the City of Plano Data Center, in the amount of \$103,100, will leave a balance of \$491,802 available for future networking and storage equipment replacement.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2018-0116-X)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	4/16/2018	Memo
Bid Recap	4/18/2018	Bid Recap

Date: January 29, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Data Center APC Uninterruptible Power Supply System

The APC uninterruptible power supply system that provides battery backup for the computer room at the Data Center is scheduled to have the 192 batteries replaced this fiscal year. The batteries must be replaced every five years which would require they be changed three times during the system's expected fifteen year life expectancy. In order to maintain reliability of the system only use of the manufacturer provided batteries is recommended.

A quote has been provided by the representative of the area authorized manufacturer to provide labor and materials to replace the batteries for \$103,100.00. I recommend the purchase with Tubbesing Services LLC as the sole supplier who is certified by the manufacturer and authorized reseller of APC Services. It is important that this authorized reseller for the manufacturer be utilized in order for the system to operate at it's full potential in the event of a power failure.

The funding for the project is in the Capital Reserve Fund Account #54494.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Todd Luxem
Paul Kunze
Michael Parrish

CITY OF PLANO
SOLICITATION NO. 2018-0116-X
DATA CENTER APC UNINTERRUPTIBLE POWER SUPPLY SYSTEM
QUOTE RECAP

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

<u>Vendor Name</u>	<u>Base Bid</u>
Tubbesing Services, LLC	\$ 103,100.00

Recommended Vendor:

Tubbesing Services, LLC	\$ 103,100.00
-------------------------	---------------

Michael Parrish

Michael Parrish
Senior Buyer

April 12, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Vernie Rambo

CAPTION

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas to allow employees of the City of Allen to attend classes offered by the City of Plano Professional Development Center in the estimated annual receivable amount of \$3,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18 thru Annual Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	3,000	0	3,000
Balance	0	3,000	0	3,000

FUND(S): GENERAL FUND

COMMENTS: Approval of this item will result in \$3,000 in annual revenue for the City of Plano from the City of Allen for employee training. The estimated annual amount of revenue to be earned in FY 2017-18 is \$3,000. The estimated future annual revenue is based on Annual Renewals at the same amount.

SUMMARY OF ITEM

Interlocal Agreement by and between the City of Plano, Texas and the City of Allen employees. This Agreement shall be for a period of one (1) year commencing on the effective date hereof. The Agreement shall automatically renew each year on the Effective Date, unless sooner terminated as provided in

Section V. TERMINATION herein. (City of Plano Contract No. 2018-0237-I).

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
2018-0237-I Interlocal Agreement	4/3/2018	Agreement

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF ALLEN, TEXAS
FOR CITY EMPLOYEES TO PARTICIPATE IN TRAINING COURSES
2018-0237-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF ALLEN, TEXAS**, a municipality hereinafter referred to as "Allen", as follows:

W I T N E S S E T H:

WHEREAS, Plano and Allen are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and Allen to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, both cities provide training courses ("Program") and desire to extend such Program to employees of both cities; and

WHEREAS, Plano and Allen have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and Allen, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

The initial term of this Agreement shall commence on September 1, 2018 (the "Effective Date") and continue for a period of one (1) year, unless sooner terminated as provided in Section **V. TERMINATION** herein. This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term"), unless sooner terminated as provided in Section **V. TERMINATION** herein.

**II.
THE PROGRAM**

The parties agree that Plano and Allen shall offer the training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time by the respective City Manager, or designee, but said authorization must be made in writing and provided pursuant to Section **VII. NOTICE** herein.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Allen and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Allen and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Allen and Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.
2. Both Plano and Allen shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for courses being presented in their respective cities.

IV.
CONSIDERATION / FEES

- A. In consideration for providing the Program as specified in **Exhibit "A"**, each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.
- B. Plano and Allen recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and Allen herein recognize that the continuation of any contract after the close of any given fiscal year of Plano or Allen, which fiscal year ends on September 30th of each year, shall be subject to the respective city council approval. In the event that the respective city council does not approve the appropriation of funds for this Program, 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.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

VI.
RELEASE AND HOLD HARMLESS

Each Party shall accept responsibility for, any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent

allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and Allen, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Allen and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

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

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

City of Allen Representative:

Rebecca Vice
Organization Development and Employee
Engagement Administrator
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013
T 214-509-4690

City of Plano Representative:

Debbie Speed
Training Coordinator
Human Resources Department
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074
T 972-941-7217

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Allen has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.
EFFECTIVE DATE**

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

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ALLEN, TEXAS

Date: March 28, 2018

By: 
Peter H. Vargas
CITY MANAGER

APPROVED AS TO FORM:


Peter G. Smith, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

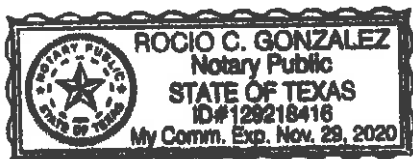
APPROVED AS TO FORM:

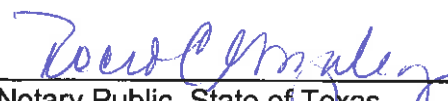
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of March, 2018, by **PETER H. VARGAS**, City Manager, of **CITY OF ALLEN, TEXAS**, a municipality, on behalf of said municipality.




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 **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A

Scope of Services

The City of Plano would like to partner with the City of Allen regarding training courses for city employees. This is a mutual agreement whereby either party may offer training to the other city through their respective HR Departments.

Training classes available to the employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Full day class = \$110.00
Half day class = \$65.00
2 hour class = \$35.00
1.5 hour class = \$25.00
40 Hr. Conflict Mediation = \$ 335.00
"Leadership for the 21st Century" = \$1650.00

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month "Leadership for the 21st Century" = \$1650.00

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Samsung Electronics America, Inc., a New York corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 through 2029-30	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	42,999,313	0	42,999,313
Encumbered/Expended Amount	0	-1,763,550	-18,883,431	-20,646,981
This Item	0	-1,790,000	0	-1,790,000
Balance	0	39,445,763	-18,883,431	20,562,332

FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND

COMMENTS:

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

SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Samsung Electronics America, Inc., a New York corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Samsung Electronics America, Inc., a New York corporation agrees to occupy 215,000 gross square feet of office space at 6625 Declaration

Drive, Plano, Texas 75023 and other Property within the development known as Legacy Central, an 85-acre office and mixed use campus, located at the southwest corner of Legacy Drive and Central Expressway in Plano, Texas and transfer, retain or create up to 1,400 Job Equivalents by 03/31/2021.

<https://goo.gl/cZgdYA>

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Samsung_Chpt 380 Agmt_04-23-18	4/4/2018	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City"), and Samsung Electronics America, Inc., a New York corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged, among other things, in the business of sales of Samsung brand consumer electronics products and is a subsidiary of Samsung Electronics Co., Ltd. and plans to add Ten Million Dollars (\$10,000,000) of Real Property improvements and Five Million Dollars (\$5,000,000) of Business Personal Property ("BPP") on the Real Property, as defined below; and

WHEREAS, Company agrees to occupy at least 215,000 rentable square feet of office space and transfer or create up to 1,400 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

WHEREAS, the City Council finds that the occupancy of at least 215,000 gross square feet of office space and the creation or transfer of up to 1,400 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I

Definitions

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

“Commencement Date” shall mean the earlier of the occupancy of the office space on the Real Property or June 30, 2019 whichever occurs first.

“Company” shall mean Samsung Electronics America, Inc., a New York corporation and its affiliates and companies having common management and control located at the Property.

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

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

“Contract Job Equivalent” shall mean one or more third party employees, whether individual or combined with other third party employees, who are located at the Real Property and each Contract Job Equivalent considered Full-Time works 2,080 hours annually and whose presence at the property is tracked by Company records maintained in its Workforce Management System or in an equivalent employee time tracking software system maintained by Company if the Company discontinues use of the Workforce Management System during the term of this Agreement.

“Job Equivalent” shall collectively mean either Full-Time Job Equivalent, Contract Job Equivalent or a combination of both as each term is defined above.

“Real Property” or “Property” shall mean 6625 Declaration Drive, Plano, Texas 75023 and other Property within the development known as Legacy Central, an 85-acre office and mixed use campus, located at the southwest corner of Legacy Drive and North Central Expressway in Plano, Texas.

Article II Term

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

Article III Obligations of Company

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

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

(b) By June 30, 2019, create or transfer at least 1,021 Job Equivalents, which shall include no more than 441 Contract Job Equivalents, and shall maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By March 31, 2021, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 379 additional Job Equivalents which shall include no more than 119 additional Contract Job Equivalents, and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to One Million Seven Hundred Ninety Thousand Dollars (\$1,790,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By June 30, 2019, Company shall occupy the office space and transfer or create at least 1,021 Job Equivalents to the Real Property, which shall include no more than 441 Contract Job Equivalents, and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of One Million One Hundred Twenty-Three Thousand One Hundred Dollars (\$1,123,100). The payment will not be pro-rated.

Company must submit the Initial Certification form attached hereto as Exhibit “A” certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (d) not earlier than December 31, 2019 and not later than March 31, 2020. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.

(b) Subject to compliance with Section 4.02(a) above, Company may submit itemized occupancy and construction expenses within 90 days of actual occupancy for approval to be eligible to receive a one-time Rebate Grant of up to Two Hundred Fifty Thousand Dollars (\$250,000) for the reimbursement of City of Plano permit, building inspection, engineering and planning fees incurred by the Company associated with constructing and occupying the Property. Failure to comply with this Section 4.02(b) shall not subject the grant in Section 4.02(a) to forfeiture. If Company fails to occupy the Property for the entire term of the agreement, Company shall refund the entire Rebate Grant to the city. Payment will be made upon satisfaction of the receipt of Company’s certification of compliance and receipt and approval of itemized fees associated with Company’s construction and occupancy of the Property.

Company must submit the Initial Certification form attached hereto as Exhibit “A” certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (d) not earlier than July 1, 2019 and not later than September 30, 2019. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects, in good faith, to the certification.

(c) By March 31, 2021, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 379 Job Equivalents, which shall include no more than 119 Contract Job Equivalents, for a total maximum number of 1,400 Job Equivalents, which shall include no more than 560 Contract Job Equivalents, at the Real Property to be eligible to receive a third (3rd) grant payment of up to Four Hundred Sixteen Thousand Nine Hundred Dollars (\$416,900) which may be pro-rated at One Thousand One Hundred Dollars (\$1,100) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d) not later than April 30, 2021 to be eligible for the third (3rd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City’s right to a full refund, including damages as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the certification if Company qualifies for a third (3rd) grant payment pursuant to this Section 4.02(c), unless the

City reasonably objects, in good faith, to the certification. In no event will the City make the third (3rd) grant payment prior to March 31, 2021.

(d) Beginning January 31, 2021, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages as set out in Section 4.03.**

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

4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Full-Time Job Equivalents for more than 180 consecutive days and/or the required number of Contract Job Equivalents for more than 90 days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Full-Time Job Equivalents for more than 180 consecutive days and the required number of Contract Job Equivalents for more than 90 consecutive days, for which it has received payment at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand One Hundred Dollars (\$1,100) for each lost Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to maintain occupancy of the Property for the entire term of the Agreement, Company shall refund the City the entire grant amount paid to Company by City for the Rebate Grant associated with Company’s occupancy and construction of the Property pursuant to Section 4.02(b). This refund is in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

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

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

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

Article V Termination

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

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

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

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

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

Article VI Retention and Accessibility of Records

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

(a) Five (5) years from the end of the Agreement period; or

- (b) The period required by other applicable laws and regulations.

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

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company before relocation:
Samsung Electronics America, Inc.
Attention: Mr. Alejandro Rivero
Director NAHQ Corporate Real Estate
85 Challenger Road
Ridgefield, NJ 07660

If intended for the Company after relocation:
Samsung Electronics America, Inc.
Attention: Mr. Alejandro Rivero
Director NAHQ Corporate Real Estate
85 Challenger Road
Ridgefield, NJ 07660

With copy to:
Samsung Electronics America, Inc.
Attention: Sr. VP and General Counsel
85 Challenger Road
Ridgefield, NJ 07660

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

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

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

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

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

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

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

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

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

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

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

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

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

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

SAMSUNG ELECTRONICS AMERICA,
INC., a New York company

Name: _____
Title: _____

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

EXHIBIT "A"
INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. **(THIS CERTIFICATION IS DUE NOT EARLIER THAN DECEMBER 31, 2019 AND NO LATER THAN MARCH 31, 2020)**

I hereby certify that Samsung Electronics America, Inc. has occupied the office space and transferred or added at least 1,021 Job Equivalent positions, which includes no more than 441 Contract Job Equivalents, at the Real Property by June 30, 2019, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual total number of Job Equivalents at the Real Property is _____, which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.

_____ b. I hereby certify that Samsung Electronics America, Inc. has failed to occupy the office space and/or has failed to transfer or add at least 1,021 Job Equivalent positions, which includes no more than 441 Contract Job Equivalents, at the Real Property by June 30, 2019, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents at the Real Property is _____, which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.

_____ c. **(FOR USE NOT EARLIER THAN JULY 1, 2019 AND NOT LATER THAN SEPTEMBER 30, 2019)**

Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Samsung Electronics America, Inc. has submitted for approval itemized occupancy and construction expenses for reimbursement in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of that Agreement in the amount of _____ Dollars.

_____ d. I hereby certify that Samsung Electronics America, Inc. has failed to submit itemized occupancy and construction expenses for reimbursement in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.

ATTEST:

SAMSUNG ELECTRONICS AMERICA, INC.,
a New York company

Name: _____
Title: _____

Name: _____

By: _____
Chief Financial Officer

Date

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"
ANNUAL CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that Samsung Electronics America, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Samsung Electronics America, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents at the Property was _____, which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.
- _____ b. I hereby certify that Samsung Electronics America, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Samsung Electronics America, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.
- _____ c. **(FOR USE IN APRIL 2021 ONLY IF APPLICABLE)** I hereby certify that Samsung Electronics America, Inc. is in compliance with all terms and conditions of the Agreement as of March 31, 2021 and is qualified to receive a third (3rd) grant payment, in accordance with Section 4.02(c), in the amount of One Thousand One Hundred Dollars (\$1,100) per Job Equivalent for adding _____ total number of Job Equivalents at the Real Property, which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents (not to exceed 379 Job Equivalents, which includes no more than 119 Contract Job Equivalents) in addition to the 1,021 initial Job Equivalents, which included no more than 441 Contract Job Equivalents, for which Samsung Electronics America, Inc. previously received a grant payment.

ATTEST:

SAMSUNG ELECTRONICS AMERICA,
INC., a New York company

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

NOTE: THIS FORM IS DUE BY JANUARY 31 OF EACH YEAR BEGINNING ON JANUARY 31, 2021, AND AS LONG AS THIS AGREEMENT IS IN EFFECT.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas for jail and detention services provided by the City of Plano to the City of Allen as necessary at a defined fee; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: FY 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

See attached memo.

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Allen ILA Memo	4/9/2018	Memo
Interlocal Cooperation Agreement	4/5/2018	Agreement

Date: April 5, 2018

To: Mark Israelson, Assistant City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: Interlocal Agreement for the Housing of Class C Offenders in Exigent Situations between the City of Plano and the City of Allen

In late 2017, we were approached by the City of Allen Police Department in reference to changes made at the Collin County Jail restricting the housing of Class C offenders in their facility. Allen Police Department, concerned about where they would house their Class C offenders in the event of an emergency rendering their facility uninhabitable, approached us regarding the use of our Municipal Jail in such events.

In 2011, we successfully executed such an agreement with the City of Richardson Police Department, during the remodeling of their facility. While the circumstances of this agreement were somewhat different in that it covered a specific time frame and we were guaranteed to receive their inmates, we successfully negotiated an Interlocal Cooperation Agreement pursuant to Chapter 791 of the Texas Government Code. Overall the collaboration between Richardson Police Department and our agency was very successful and is an excellent example of municipalities working together to insure the safety of citizens.

The proposed Interlocal Cooperation Agreement between the City of Allen Police Department and the City of Plano Police Department would initially be in effect for the period of one (1) year, and barring either party wishing to terminate the agreement, would automatically renew each year on the anniversary date. The agreement states that in an unforeseen situation rendering the City of Allen Detention Center uninhabitable, their Class C offenders would be housed in the Plano Municipal Jail at the rate of seventy dollars (\$70) per day, per offender, plus the cost for meals. In addition, Allen Police Department personnel agree to abide by all policies and procedures of the Plano Municipal Jail and the Plano Police Department.

Based upon the allocated staffing and the capacity of the Plano Municipal Jail, our average daily inmate population and the average daily inmate population in the Allen City Jail, we are capable of providing safe housing for their Class C offenders in the event of an emergency situation in the Allen City Jail for as long as is necessary pursuant to the terms and conditions outlined in this proposed Interlocal Cooperation Agreement. We welcome the opportunity to provide mutual assistance and public service in this capacity.

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Allen, Texas ("Allen"), and the City of Plano, Texas ("Plano"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Plano owns and operates a municipal jail and detention facility located in Plano, Texas (the "Plano Facility"); and

WHEREAS, Allen has previously contracted with Collin County for jail and detention services in the event the Allen municipal jail and detention facility (the "Allen Facility") was unable to house certain persons arrested by the Allen Police Department ("Allen PD"); and

WHEREAS, Allen desires to use the Plano Facility for the handling, processing, housing and detention of persons arrested by the Allen PD for class C misdemeanor offenses in the event the Allen Facility is unable to house inmates due to an influx of inmates in the Allen Facility or other emergency situations; and

WHEREAS, Plano agrees to provide Allen with space in the Plano Facility to detain and house persons detained and arrested by Allen PD during emergency situations when the Allen Facility is unable to house the persons arrested, provided the Plano Facility has the capacity to house those persons; and

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

WHEREAS, police protection and detention services are governmental functions and services pursuant to § 791.003 of the Act; and

WHEREAS, it is mutually advantageous for Allen and Plano to enter into this Agreement; and

NOW THEREFORE, in consideration of ten dollars (\$10.00) and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, or shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Plano” shall mean the City of Plano, Texas.

“Plano Facility” shall mean the Plano municipal jail and detention facility located in Plano, Texas.

“Plano PD” shall mean the Plano Police Department or detention officers employed by the City of Plano.

“Allen” shall mean the City of Allen, Texas.

“Allen Facility” shall mean the Allen municipal jail and detention facility located in Allen, Texas.

“Allen PD” shall mean the Allen Police Department.

“Allen PD Prisoners” shall mean persons detained or arrested by the Allen PD and who are placed into the Plano Facility.

Article II

Purpose

The purpose of this Agreement is to permit Allen to use the Plano Facility for the handling, processing, housing and detention of persons arrested for class C misdemeanor offenses by the Allen Police Department.

Article III

Term

3.1 The term of this Agreement shall be for a period of one (1) year commencing on December 1, 2017 (“Effective Date”) and shall automatically renew for successive terms of one (1) year each on the anniversary date of the Effective Date, unless either Party gives written notice to the other Party to terminate at least thirty (30) days prior to the expiration of the then current term.

3.2 Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days prior written notice thereof. If applicable, any fees due and owing under this

Agreement as of the effective date of termination shall be paid by the Party owing the same within thirty (30) calendar days after receipt of a final invoice for services rendered.

Article IV Detention Operations

4.1 Plano Facility Rules. Placement of Allen PD Prisoners in the Plano Facility shall comply with the Plano PD rules, procedures, regulations and general orders relating to the detention and jailing of prisoners at the Plano Facility (the "Plano Procedures"). The Allen PD acknowledges it has reviewed and is familiar with the Plano Procedures. The Parties shall mutually develop and adopt a specific standard operating procedure concerning the booking and detention of Allen PD Prisoners and the responsibilities and duties of the Plano PD and Allen PD personnel (the "Standard Operating Procedure"). The care, custody and welfare of the Allen PD Prisoners shall be governed by the Standard Operating Procedure except as may be otherwise provided in this Agreement.

4.2 Plano PD Book-In of Prisoners.

(a) The Plano PD shall at all times be responsible for the book-in of Allen PD Prisoners placed into the Plano Facility. Plano PD shall designate an area(s) to complete book-in procedures for Allen PD Prisoners. The Allen PD shall be responsible for Allen PD Prisoners until such persons are released or transported to the Plano Facility. In the event that the Plano Facility lacks the capacity to house Allen PD Prisoners, Plano PD may refuse to accept such prisoners.

(b) The personnel transporting Allen PD Prisoners to the Plano Facility shall: (i) notify the Plano PD Communications and the Plano PD book-in personnel prior to arrival at the Plano Facility; (ii) deliver Allen PD Prisoners to the sally-port entrance of Plano PD at which time the Plano PD book-in personnel on duty shall complete the book-in of Allen PD Prisoners; (iii) search Allen PD Prisoners for weapons or contraband in the presence of Plano PD; and (iv) be responsible for the custody of any evidence or contraband found on any Allen PD Prisoner. Plano PD shall be responsible for custody and care of any personal property found on Allen PD Prisoner, which shall be returned to such person upon release from the Plano Facility.

(c) The Plano PD book-in personnel shall be responsible for the completion of Allen PD Prisoner book-in paperwork and taking a digital photograph of the Allen PD Prisoner. Plano PD personnel will complete courtesy hold paperwork for Allen PD inmates housed in the Plano Facility per Plano PD SOP.

(d) Allen PD shall provide Plano PD personnel a copy of the arrest report for each Allen PD Prisoner and a listing of any medical conditions, suicidal tendencies, or other special needs of the Allen PD Prisoner. The medical and mental health history is included in the courtesy hold paperwork. The Allen PD Prisoner arrest report shall be attached to the Plano PD courtesy hold paperwork. The Plano PD on-duty supervisor will maintain the right to refuse a prisoner with an existing medical condition which necessitates immediate transport to a mental health or medical facility.

(e) Plano PD personnel shall issue Allen PD Prisoners blankets and mattresses for use during the detention and assign a holding cell numbers, which shall be documented in the Allen PD Prisoner Log. Allen PD Prisoners shall be allowed to place local telephone calls within four hours of arriving in the Plano PD Facility as long as they are not a danger to themselves or Plano PD or Allen PD personnel. In such event, such Allen PD Prisoners will be allowed use of the telephone as soon as such persons are cooperative and no longer deemed dangerous. Telephone usage and number shall be documented on the applicable Prisoner Status Log.

4.3 Detention or Holding Cells. The Plano PD shall designate detention and holding cells for the housing of Allen PD Prisoners when possible depending on available space in the Plano Facility. The Allen PD shall use the designated detention and/or holding cells unless otherwise directed by the then on duty Plano PD supervisor of the Plano Facility.

4.4 Magistrate of Allen PD Prisoners.

(a) Plano shall ensure that all prisoners processed into the Facility are arraigned by a magistrate, and, when appropriate, provide an indigence hearing.

(b) Plano magistrates shall follow the Standard Operating Procedures and the Plano Facility Rules in regard to the safety and security of the Plano Facility and the prisoners when arraigning Allen PD Prisoners. The Plano magistrates shall not interfere with or direct Allen PD personnel at any time. The Plano PD book-in personnel shall maintain the original arraignment form and provide a copy to the Plano PD then on-duty-supervisor to be maintained with the Allen PD Prisoner custodial record form.

4.5 Meals. Plano PD shall be responsible for the standard meals and feeding of Allen PD Prisoners detained in the Plano Facility. Plano PD shall on the 5th day of each month send a monthly written invoice to the Allen PD for the costs of meals provided to Allen PD Prisoners for the previous calendar month. Allen PD shall pay such invoice within thirty (30) days after receipt thereof.

4.6 Medical Treatment. Plano PD shall be responsible for the care, custody and medical treatment of Allen PD Prisoners while housed in the Plano Facility. Allen PD shall be responsible for transporting Allen PD Prisoners to and from the Plano Facility for routine medical examination and treatment. In the event of a medical emergency, Plano EMS and Fire shall transport such Allen PD Prisoner. When an Allen PD Prisoner requests medical care, the Plano PD shall request the Plano Fire and/or EMS personnel evaluate such Allen PD Prisoner and Plano PD book-in personnel shall request a patrol officer from Allen PD be dispatched immediately to take custody of the Allen PD Prisoner, either at the jail or at the hospital. Plano Fire and/or EMS personnel shall transport any Allen PD Prisoner deemed in need of immediate emergency medical treatment. If a patrol officer has not arrived to escort the Allen PD Prisoner to the hospital with the ambulance, a Plano PD officer will ride with the Allen PD Prisoner in a medical emergency. Once at the hospital, Plano PD shall not be responsible for the custody or care of the Allen PD Prisoner. The patrol officer requested by Plano PD shall meet the arriving ambulance at the hospital to take custody of the Allen PD Prisoner. After Allen PD takes custody of the Allen PD Prisoner, Allen

PD will be responsible for the care and administration of approved medications or special diets deemed necessary for any Allen PD Prisoner.

4.7 Release and Transport.

(a) The Allen PD shall provide written documentation via TCIC Teletype to the Plano PD authorizing the release of any Allen PD Prisoner, a copy of which shall be attached to the Allen PD Prisoner custodial record form, and the Plano PD courtesy hold paperwork. Plano PD book-in personnel shall be responsible for any and all releases of Allen PD Prisoners.

(b) Except as provided in Section 4.6, Allen PD shall be responsible for any and all transports of all Allen PD Prisoners.

(c) All bonds and fines of Allen PD Prisoners shall be the responsibility of Plano PD book-in personnel and shall not be accepted by the Allen PD at the Plano Facility.

4.8 Service Fees.

(a) The base service fee under this Agreement shall be determined on a per inmate, per day, basis. The base service fee for each Allen PD Prisoner confined in the Plano Facility shall be seventy dollars (\$70.00) per inmate, per day. Allen shall further be responsible for the payment of the actual cost for additional special expenses incurred by Plano PD for Allen PD Prisoners, such as those incurred for administering approved inmate medications or dietary needs.

(b) On or before the fifth (5th) day of each month Plano PD shall send a written invoice to the Allen PD for the total service fees incurred for the previous calendar month. Allen PD shall pay each invoice within thirty (30) days after receipt and approval thereof.

Article V **Liability/Immunity**

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

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

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

5.4 Insurance.

(a) Each Party shall, during the term hereof, maintain in full force and effect the following insurance:

- (i) commercial general liability insurance with a minimum limit of \$500,000 per occurrence and \$1,000,000 aggregate;
- (ii) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (iii) workers' compensation insurance at statutory limits;
- (iv) employer's liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease; and
- (v) law enforcement liability insurance with minimum limits of \$5,000,000 for each wrongful act, \$1,000,000 aggregate, with a deductible not to exceed \$1,000.00.

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

(c) A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party.

(d) Copies of all endorsements, additional insured endorsement, and waiver of subrogation endorsement shall be submitted by each Party as prescribed in Section 5.4 of this Agreement.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

6.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Allen, to:

Attn: City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

With copy to:

Attn: Chief of Police
City of Allen, Texas
205 W. McDermott
Allen, Texas 75013

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Plano, to:

Attn: City Manager
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074

With copy to:

Chief of Police
City of Plano, Texas
909 E. 14th Street
Plano, Texas 75074

Paige Mims
City Attorney
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074

6.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin

County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.5 Recitals. The recitals to this Agreement are incorporated herein.

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

6.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to it.

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

6.10 Funding Sources. Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

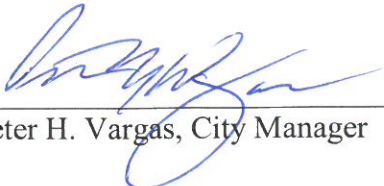
6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.


(Signature Page to Follow)

EXECUTED on this 22nd day of March, 2018.

CITY OF ALLEN, TEXAS

By: 
Peter H. Vargas, City Manager

Approved as to Form:

By: 
Peter G. Smith, City Attorney
(WLW:1.29.18:94646v2)

EXECUTED on this _____ day of _____, 2018.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

By: _____
Paige Mims, City Attorney



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Andrea Park

CAPTION

Resolution No. 2018-4-4(R): To find that Oncor Electric Delivery Company LLC's ("Oncor") application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/11/2018	Agreement

A Resolution of the City of Plano, Texas, (“City”) finding that Oncor Electric Delivery Company LLC’s (“Oncor”) application for approval of Distribution Cost Recovery Factor pursuant to 16 Administrative Code § 25.243 to increase distribution rates within the City should be denied; finding that the City’s reasonable rate case expenses shall be reimbursed by Oncor; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to Oncor and legal counsel; and providing an effective date.

WHEREAS, the City is an electric utility customer of Oncor and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor’s DCRF filing with designated attorneys and consultants to resolve issues in Oncor’s application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section I. That the City is authorized to participate with Cities in PUC Docket No. 48231.

Section II. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with Oncor, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section III. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section IV. That Oncor shall continue to charge its existing rates to customers within the City.

Section V. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section VI. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section VII. That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

DULY PASSED AND APPROVED this the 23rd day of April, 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: 4/23/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Deborah Richardson

CAPTION

Ordinance No. 2018-4-5: To adopt and enact Supplement Number 123 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.
Adopted

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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 fiscal impact.

SUMMARY OF ITEM

Adoption of the Quarterly Code Supplement No. 123

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Supplement No. 123	4/12/2018	Agreement

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 123 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 123; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 123 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 123 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 23rd day of April, 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: 4/23/2018

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Doris Callaway

CAPTION

Ordinance No. 2018-4-6: To repeal Ordinance Nos. 2012-12-16, 2013-12-10 and 2014-1-19 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date of July 1, 2018. **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 fiscal impact.

SUMMARY OF ITEM

Ordinance for changes to existing Food Code.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
MEMO	4/17/2018	Memo
SUPPORT LETTER	4/13/2018	Letter
SUPPORT LETTER PCC	4/17/2018	Letter
NEUTRAL FOOD CODE CHANGES	4/13/2018	Other
LESS RESTRICTIVE FOOD CODE CHANGES	4/13/2018	Other
MORE RESTRICTIVE FOOD CODE CHANGES	4/13/2018	Other
ORDINANCE	4/18/2018	Ordinance

Date: April 12, 2018

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

From: Rachel Patterson, Director of Environmental Health & Sustainability

Subject: 2018 Food Code

At the April 23, 2018 City Council meeting I will present the proposed revision to the Plano Food Code and request approval of the ordinance, effective July 1, 2018 (giving time for outreach/education).

The current code is based on an outdated version of the Texas Food Establishment Rules (TFER) which was based on the 2009 FDA Model Food Code. In 2015, the State Department of Health Services updated the TFER and based the update on the 2013 FDA Model Food Code. There are a number of reasons for this update.

1. The local code needs to be brought into compliance with state regulations.
2. The Plano Food Code should provide as much consistency as possible with other jurisdictions, the state, and the nation. This results in standardization of regulations which is easier for businesses operating in more than one state or jurisdiction, and for food handlers who may work in more than one jurisdiction.
3. Regulations for food safety should be based on scientific data and be significant to public health.

Based on these three philosophies, we propose the TFER be adopted by reference. This will include a significant number of regulations becoming less restrictive. Any regulations considered more restrictive due to this change will be a result of scientific evidence that it is needed based on public health significance. There are also a number of neutral changes that would not significantly alter the operation of an establishment. In general, Plano specific amendments to the TFER include added definitions and some wording changes for greater clarity, requirements for plan review, application, permitting, and enforcement (carryover of existing regulations), regulations for Farmer's Markets as these are not addressed in the TFER, and a variance process for dog-friendly patios. A summary of all changes are included in the backup material (more restrictive, less restrictive, neutral).

Public outreach included:

1. Meeting with the Chamber of Commerce to present the changes documents
2. Notification via mail to all permitted food establishments announcing the proposed food code changes, public meeting dates/time/place, and a link to the proposed code, changes, and email for comments
3. Three public meetings where each change was presented with time for Q&A
4. Online review and comment
5. Meeting/Discussion with Executive Director of the Greater Dallas Restaurant Association (letter of support in backup material)

Questions received during public outreach were generally focused on clarification of some of the new regulations. Many food establishments already follow the proposed rules simply because most restaurant chains use the FDA food code as a standard. In fact, industry prefers jurisdictions use regulations based on the most recent FDA food code for consistency.

Should you have any questions prior to the presentation please feel free to contact me.

April 13, 2018

Mayor Harry LaRosiliere
Plano City Council Members
1520 Avenue K
Plano, TX 75074

RE: PROPOSED FOOD CODE

Dear Mayor LaRosiliere and Members of the Plano City Council,

The Greater Dallas Restaurant Association has been in contact with Ms. Patterson and the Department of Environmental Health & Sustainability regarding the proposed food code. We have had an opportunity to review the proposed changes and have no objection to the approval of this code. The changes will provide greater consistency with state and federal regulations, and we appreciate the effort by the City to bring the code into closer alignment with industry standards. Thank you for the opportunity to review and comment. We look forward to a continued collaborative working relationship.

Sincerely,



Andy Rittler
Executive Director
Greater Dallas Restaurant Association

EXECUTIVE COMMITTEE

Jeff Beckley
Beckley CPA, PC
Board Chair

Joan Calhoun
Mutual of Omaha Bank
Chair-Elect

LaMonte Thomas
Cigna
First Vice-Chair

Lissa Smith
FedEx Office
Executive Committee Director Designee

Patrick Doyle
Capital One Wealth & Asset Management
Treasurer

Debra Austin
Chaos2Results Business Coaching
Secretary

Craig Perry
EDENS
Immediate Past Chair

Jamee Jolly, CAE
Plano Chamber of Commerce
President/CEO

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Plano Symphony Orchestra
Director, Women's Division

Joe Camarena
Realty Executives Metroplex

Suzanne Drotman
Plano Independent School District
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Matt Foster
AT&T

Nick Goellner
LegacyTexas Bank

Sandy Haire
Medical City Plano

Mary Lavelle
Marriott Dallas/Plano at Legacy Town Center

Jon Lineberger
Prestonwood Christian Academy

Steve McSwain
ARTA Travel

Kalpana Murthy
WSI Digital Marketing

Pete Patel
Krypton Solutions

Amanda Rockow
University of Texas at Dallas

Jesse Sanchez
Randolph Brooks Federal Credit Union

Ron Schoof
Carpet Direct
Chair, Ambassadors

Ashley Simpson
Mercedes-Benz of Plano

Dawn Wolverton
Rent-A-Center

Rachel Yzaguirre
City of Plano
Chair, Young Professionals of Plano

April 23, 2018

Plano City Council
1520 K Avenue
Plano, TX 75074

Dear Mayor and City Councilmembers:

The Plano Chamber of Commerce is comprised of 1,200 businesses and represents more than 160,000 employees in the area. Our mission is to maximize business development and economic growth through advocacy, education, innovation and collaboration. We strive to be a resource for our booming business community and an advocate for the elements of Plano that make our area so desirable for businesses and residents.

The Plano Chamber of Commerce supports the proposed changes to the City of Plano's Food Code. In conjunction with City staff, we have worked with our food-industry members to evaluate the proposed changes and identify how they impact the variety of businesses to which they would apply. The changes will allow for greater consistency with national, state and other jurisdictions, which will make it simpler for businesses to manage and implement.

Thank you to the City of Plano for the open and collaborative process through which this important code was updated, and for the opportunity for our membership to add value and substance to a policy that directly impacts their businesses and industry. On their behalf, we encourage you to adopt the Food Code as presented to you.

Sincerely,



Jamee Jolly
President and CEO
Plano Chamber of Commerce

"The Plano Chamber of Commerce is committed to maximizing business development and economic growth of the community through advocacy, education, innovation, and collaboration."

Plano Food Code Adoption 2018

Neutral Changes

	Change	More Restrictive Less Restrictive Neutral	Explanation or Public Health Significance (PHS)	Significant Financial Burden (Y/N)
1	Definitions, general	Neutral	Addition & deletion of definitions based on new code wording	N
2	Responsibility	Neutral	Requires a person in charge (PIC) to be present at all times. Outlined in current definition; could be considered less restrictive in that a permit holder can designate a PIC instead of needing to be present at all times.	N
3	Duties of PIC	Neutral	Outlines specific duties of the PIC; Duties outlined are those that are required currently, but are not formalized in writing. This section formalizes PIC duties that are currently expected.	N
4	Restriction/Exclusion of ill employees	Neutral	Clearly defines when an ill food employee may be reinstated to work based on the type of illness and symptoms. This section is meant to provide very specific guidance to the PIC.	N
5	Handwashing: recontamination	Neutral	Provides guidance for food employees following handwashing in a restroom. Indicates they may use paper towels or other barriers to avoid recontamination of hands on faucet handles or door handles	N
6	Handwashing: automatic handwashing facilities	Neutral	Allows the use of automatic handwashing facilities in food establishments	N
7	Handwashing: When to wash	Neutral	Clearly states when an employee must wash hands/arms	N
8	Endangered/Threatened Animals	Neutral	Food establishments may not serve any species of wildlife that is listed as endangered or threatened (animals or plants); Current law per Game/Fish	N
9	Additives	Neutral	Food cannot contain unapproved food additives in order to avoid illness in the consumer (pesticide residue, sources of radiation, or other).	N
10	Package Integrity	Neutral	Food packaging needs to be in good condition so the integrity of the contents is not exposed to adulteration or contaminants.	N
11	Ice	Neutral	Ice used as a food or cooling medium shall be made from drinking water	N
12	Shellstock Condition	Neutral	Shellstock received by a food establishment should be reasonably free of mud, dead shellfish, and shellfish with broken shells. Dead shellfish or those with broken shells should be discarded. Establishments would currently do this.	N
13	Bare Hand Contact/Food	Neutral	Documentation requirement for variance to touch food with bare hands must be kept on file at the facility for review during inspection. Facility also required to provide an employee health policy that requires employees to report when they are	N

			ill and documentation that employees and employer understand the reporting requirement; documentation that hands are washed before food preparation and as necessary to avoid contamination of food (in case of variance approval; corrections are taken when requirements are not followed). Would currently need variance for bare-hand contact as gloves or other barriers are required. There are canned employee health policies an establishment may obtain online from FDA.	
14	Protection from Contamination	Neutral	Clarifies how food should be protected from contamination including actions such as cleaning equipment and utensils and sanitizing such; storing food in packages or covered containers, cleaning containers of food of visible soil, protecting food containers, storing damaged food separately from wholesome food, and separating fruits and veggies before washed. NOTE: These actions are marked on the inspection report as cross-contamination currently. This section just clarifies what is considered contamination events.	N
15	Protection from Contamination	Neutral	Devices used for on-site generation of chemicals must be used in accordance with manufacturer's instructions	N
16	Wiping Cloths	Neutral	Clarifies that wiping cloth sanitizing solutions must be kept free of food debris and visible soil. This is currently true as the sanitizer won't be as effective if the solution is contaminated.	N
17	Food Storage	Neutral	Clarifies that food cannot be stored in locker rooms, garbage rooms, mechanical rooms, under open stairwells or under other sources of contamination (this wouldn't have been allowed in the past due to potential for contamination, but food code is now specific).	N
18	Vended Foods	Neutral	Clarifies that food vended through a machine should be in the original container in which it was packed at the food establishment or processing plant (basically, it cannot be repackaged)	N
19	Vended Foods; Condiments	Neutral	Clarifies that condiments provided at or beside vending machine must be in individual packets or in dispensers maintained by a food establishment or business that oversees the vending operation. This is an existing regulation for permanent or mobile establishments as well.	N
20	Non-Continuous Cooking: Raw animal foods	Neutral/New	<p>In recent years non-continuous cooking has become a more popular trend among restaurants/chefs. Food is partially cooked ahead of time then "finished" at a later time. This section provides specific guidance for this process. Establishments currently follow specific processes. This section outlines this process.</p> <p>PHS: When food is partially cooked, it is then cooled, then heated back up, then cooled again. Because of the many changes in temperature it is important to maintain complete control over the process to prevent the food from remaining in the food temperature danger zone for too long (where bacteria may grow/multiply) to prevent foodborne illness</p>	N

21	Reheating Roasts	Neutral	Proposed code requires food to be reheated within 2 hours (essentially). This proposed section will allow original approved cooking times to be used for reheating roasts. Could be considered less restrictive.	N
22	Packaged Fish	Neutral	Requires fish to be removed from reduced oxygen packaging prior to thawing under refrigeration or prior to or immediately following other thawing methods (e.g. microwave, under running water, as part of cooking process).	N
23	Cooling	Neutral	Some foods can be received by food establishments above the minimum cooling temperature (41F). If this is the case, this regulation requires the food establishment to bring the temperature below 41F within 4 hours. Note: This would be required currently, but is now clarified in the code	N
24	Eggs	Neutral	While not found explicitly in the current code, eggs are required to be held below 45F if they are unpasteurized and as a time/temperature control for safety food.	N
25	Date-Marking	Neutral	Gives more options for date-marking	N
26	Date-Marking	Neutral	Current code implies food must be disposed of if beyond time/temperature control requirements. This code clarifies when food must be discarded (exceeds temp or time restrictions, in a container without a date, or container is improperly marked). Section also clarifies how food in vending machines is to be dealt with – when the food exceeds temp or time restrictions.	N
27	Food Identity/Labeling/Presentation	Neutral	Food must be honestly presented, properly packaged, and labeled (includes labeling requirements), including bulk foods (e.g. nuts, fruit) and unpackaged foods (e.g. bakery products). Must currently label food so consumer knows what they are buying.	N
28	Contaminated Food	Neutral	Contaminated food must be discarded. Some food may be reconditioned according to an approved procedure. Would require disposal of contaminated food currently. This section clarifies requirement.	N
29	Single-use Articles	Neutral	Materials used to make single-service articles (e.g. to-go containers) must be safe for food and human contact and clean.	N
30	Equipment Durability	Neutral	Equipment must be durable and retain characteristic qualities under normal use conditions; thermometers may not contain mercury or be constructed of glass (or they may be used with shatterproof shields/coating) to avoid potential contamination of food products.	N
31	Cleanability	Neutral	Hot oil filtering equipment must be cleanable and readily accessible for filter replacement; cutting or piercing parts of can openers must be readily removable for cleaning/replacement; kick plates must be removable for cleaning. Currently, all these equipment types need to be cleaned. This section ensures all parts can be easily cleaned/sanitized. Currently also require commercial equipment which is made so it is easily cleanable.	N

32	Equipment Function/Design	Neutral	In general, this section talks about how equipment should be designed to prevent contamination of food by cross-contamination, dust, debris, insects, moisture, drainage, condensate, etc. Addressing cleanability of equipment to ensure no contamination of food product. Currently require commercial equipment which is made so it is easily cleanable.	N
33	Warewashing Machine	Neutral	Requires dishwashers to have data readily available for the operators including the required temperatures for washing, rinsing, and sanitizing; pressure required for fresh water sanitizing rinse (with one exception); conveyor speed for conveyor machines or cycle time for stationary rack machines; Also requires a pressure gauge. PHS: Helpful to operator in order to ensure proper temperatures, water pressure, and sanitizer contact time is met. All are required to prevent foodborne illness from dirty dishes. Commercial dish machines should have these components readily available.	N
34	Clothes Washers/Dryers	Neutral	Clarifies that if work clothes or linens are laundered on premise, a mechanical clothes washer/dryer is required; If laundering is limited to wiping cloths intended to be used moist or if they are air dried, mechanical equipment not required.	N
35	Equipment Location	Neutral	Linens or single-use articles may be stored in a storage cabinet in a locker room; mechanical washer and dryers should be located so they are protected from contamination and where there is no exposed food, clean equipment, utensils/linens and unwrapped single-service items. Would currently require separation of this type of equipment from food preparation or storage areas to avoid potential contamination.	N
36	Equipment Installation	Neutral	Equipment that is not easily movable must be installed so access is possible for cleaning; counter mounted equipment must be on legs so cleaning access is possible underneath/around; Currently require commercial equipment which is made so it is easily cleanable.	N
37	Equipment Maintenance	Neutral	Equipment must be maintained in good repair, including cutting boards and microwave ovens. Current requirement – food contact surfaces must be easily cleanable, so if they are not maintained in good repair, department would require refurbishing of equipment or replacement.	N
38	Chemical Sanitizer/Temperature/pH	Neutral	Considered neutral as this section simply clarifies the temperatures and pH at which chlorine, iodine, and quaternary ammonia sanitizing solutions are most effective. Allows other sanitizers to be used if effectiveness is demonstrated and used in accordance with EPA registered label use (could be considered less restrictive);	N
39	Utensils; Thermometers; Pressure Gauges	Neutral	Utensils, thermometers, and pressure measuring devices must be maintained in good repair. Current requirement – if these devices were not in good repair would require repair, refurbishing, or replacement. This section simply clarifies this requirement in more specific terms.	N

40	Cleaning Methods	Neutral	If dry cleaning methods are used, may only use in contact with food residues that are not TCS food. Current code does not address dry cleaning methods; alternative procedures for washing equipment that is not easily movable or fixed may be used as long as the three step process is used; other guidance is provided. This would be used for equipment that is difficult to move and needs to be cleaned in place.	N
41	Laundering Frequency	Neutral	Guidance on when linens, cloth gloves, napkins and wiping cloths should be laundered.	N
42	Drying Wiping Cloths	Neutral	Wiping cloths that are air dried must be in a location that prevents contamination of food, equipment, utensils, linens, etc. Does not apply if wiping cloths are stored after laundering in a sanitizing solution. Currently would require wiping cloths to be dried away from food contact surfaces to avoid contamination.	N
43	Tableware	Neutral	If single-service articles are provided (forks, knives, spoons, etc.), they must be in the original individual wrapper (intact) or from an approved dispenser.	N
44	Water System Flushing	Neutral	A drinking water system must be flushed and disinfected before placing back in service after construction, repair, or modification or after an emergency situation such as a flood that may introduce contaminants to the system.	N
45	Water Quality Standards	Neutral	Clarifies that all public, non-public, and private water systems used must meet the national and state drinking water quality standards; nonpublic water systems must be sampled/tested and reports retained on file.	N
46	Water Filters	Neutral	Shall be made of safe materials, replaceable, and installed/designed for easy servicing and cleaning	N
47	Plumbing: Operation	Neutral	Clarifies that a handwashing facility should be accessible at all times for employees; may not be used for any other purpose and automatic handwashing facilities must be used in accordance with manufacturer's instructions (currently in place, but not as clearly stated).	N
48	Plumbing: Fogging Devices	Neutral	Clarifies that the reservoir supplying water to the fogging device (think: produce fogger) shall be maintained and cleaned in accordance with manufacturer's specs; Cleaning procedures followed.	N
49	Mobile Water Tank	Neutral	Clarifies requirements for mobile food unit water tanks: approved materials required, construction standards, tank protected/secured, hose for drinking water from tank safe, durable, etc., other misc. standards.	N
50	Mobile Sewage Tank	Neutral	Clarifies that holding tank in mobile food unit shall be 15% larger in capacity than the water supply tank and sloped to drain correctly when opened. Prevents backup into equipment, etc. (water runs out before sewage tank is full).	N
51	Sewage Removal	Neutral	Sewage must be conveyed through an approved sanitary sewage system, mobile food unit waste must be removed at an approved waste servicing area, waste retention tanks must be drained in a sanitary manner during the servicing operation.	N
52	Waste/Receptacle Storage	Neutral	An area should be designated for refuse, recyclables etc. and separate from food, equipment utensils, linens, and single-service articles (to avoid cross-contamination);	N

			Redeeming machines may be located in a packaged food area if a hazard is not created.	
53	Waste/Receptacle Storage	Neutral	Areas, enclosures, receptacles, etc. must be maintained in good repair and free of unnecessary items, and clean; refuse, etc. must be disposed of in an approved public or private community recycling or refuse facility	N
54	General Construction	Neutral	Walls and roofs must protect establishment from insect and rodent entry; outdoor food vending and servicing areas need overhead protection; outdoor walking and driving surfaces graded to drain; outdoor refuse areas graded to drain and not drain to storm drain.	N
55	Other Handwashing Provisions	Neutral	A sink not designated for handwashing may not be provided with soap and paper towels; a handwashing sign should be posted at the handwashing sinks; a waste receptacle shall be provided in close proximity to the handwashing sink and within easy access of the restroom door.	N
56	Service Sink	Neutral	Service sinks are currently required. This section clarifies requirement	N
57	Lockers & Distressed Merchandise	Neutral	Location of lockers and distressed merchandise must be in areas where contamination of food, equipment utensils, linens, and single-service items cannot occur.	N
58	Cleaning Frequency/Restrictions	Neutral	Cannot clean maintenance tools in handwashing, warewashing, or food sinks; Must allow mops to air dry without soiling walls, equipment, or supplies; Cannot use absorbent materials on the floors (with exceptions); Plumbing fixtures should be kept clean; toilet rooms should be kept closed (except when cleaning);	N
59	Controlling Pests	Neutral	Pests shall be controlled to eliminate their presence. Dead/trapped pests must be removed at a frequency to prevent accumulation, decomposition or attraction of other pests.	N
60	Poisonous Materials Use	Neutral	Clarifies that poisonous or toxic materials shall be used according to law, manufacturer's directions, conditions of the certification or any other applicable conditions. Clarifies that a container previously used to store poisonous or toxic materials may not be used for food.	N
61	Chemicals	Neutral	Clarifies how chemicals should be used to avoid food contamination when used on food contact surfaces, in contact with produce (for washing), in boilers, as drying agents in warewashing, and as sanitizers.	N
62	Pesticides	Neutral	Clarifies how pesticides should be handled in a food establishment to avoid food contamination, including rodent bait and tracking powders.	N
63	Mobile Food	Neutral	Clarifies that the mobile food unit must be readily moveable and that the operator may be required to visit the department office for inspection;	N

			Documentation of the commissary's health permit and a menu must be maintained on the mobile at all times.	
64	Mobile Food Unit	Neutral	Clarifies construction specs for water and wastewater systems on the mobile unit.	N
65	Outfitter Operations	Neutral	We do not have one of these within the COP, however, these are popular recreational operations across the state. The food code provides food safety regulations for these types of operations (think trail ride with included sack lunches or barbeques, etc.). Regulations are standard items of food safety and align with the rest of the code.	N
66	Self Service Food Market	Neutral	Provides food safety regulations for markets that are self-service only (micro-markets). These are unique establishments in that they are not staffed by employees. Regulations include 24/7 video surveillance of consumers so events such as cross-contamination, etc. may be avoided, labeling and tampering regulations, temperature requirements for packaged TCS food (milk, cheese, sandwiches, etc.), auto-shutoff controls in case of power or other mechanical failure, signage, and refrigeration requirements. We currently regulate these and use these same requirements which align with other food safety regulations for retail food stores and vending machines.	N
67	Compliance	Neutral	<ul style="list-style-type: none"> Requires regulatory authority to consider the underlying purpose of the food code regulations, which is to safeguard public health and ensure safe, unadulterated, and honestly presented food Requires regulatory authority to assess existing facilities or equipment in place before the establishment of this ordinance for good repair, compliance, capacities, and document agreement for replacement if warranted. Allows for variances if a health hazard/nuisance will not result from the variance; required documentation, review, and approval by regulatory authority. If variance is granted, approved procedures must be complied with at all times and/or a HACCP Plan must be in place and the establishment in compliance Clarifies items to be submitted with plan review for planned establishments such as an intended menu, volume of food to be stored/served, standard procedures, and other information required for proper review of the proposed facility. HACCP plans required for special food processes such as reduced oxygen packaging, etc. 	N

			<ul style="list-style-type: none"> Requires permit holder to (clarifies these requirements – which would be currently required): <ul style="list-style-type: none"> comply with the food code, issued variances, or HACCP plans; immediate contact to the regulatory authority to report illness of food employee; immediately discontinue operations and notify regulatory authority if imminent health hazard exists; allow regulatory authority access for inspection; comply with timeframes for corrective action accept notices issued/served by regulatory authority be subject to administrative, civil, injunctive, and criminal remedies authorized in law if there is a failure to comply with the food code 	
68	Inspection and Enforcement	Neutral	<ul style="list-style-type: none"> Clarifies frequency of inspection and that regulatory authority may set frequency based on past performance, repeat violations, complaints, hazards, type of operation, number of people served, population served, and any other risk factors. Clarifies a temporary food establishment should be periodically inspected throughout its permit period if they serve unpackaged TCS food and operates in an improvised vs. permanent facilities or has inexperienced food employees. Clarifies inspectors should be an RS or sanitarian in training in TX or should meet FDA basic curriculum and field training requirements If denied access to inspect, or to sign the report provides guidelines for how to handle. Provides guidance on what the inspection report form should include (administrative information, factual observations, summary of inspection findings, etc.) Requires issuance of report at end of inspection to the permit holder and signature with guidelines for refusal to sign by operator. Requires regulatory authority to treat inspection report as a public document and make available to the public 	N

			<ul style="list-style-type: none"> • Adopts the TFER (State) inspection form for use within the COP. • In case of imminent health hazard and closure of an establishment, does make an exception for continuation of operations in portions of an establishment that is unaffected by the hazard. Could be considered less restrictive. • Clarifies when operations may be resumed if an establishment is closed for hazards. • Clarifies the inspector should verify and document corrections whether at the time of inspection or during a follow-up inspection. • Allows regulatory authority to extend the time for compliance beyond the time limits outlined as long as a schedule for compliance is received from the operator and no health hazard exists or will result. • Allows the regulatory authority to act when reasonable cause exists that a food employee has possibly transmitted disease or may be infected with a communicable disease that is transmitted through food – or is infected with a boil, infected wound, or acute respiratory infection. • Allows food employees to be restricted or excluded from working with food to avoid communicable disease transmission and provides guidance for release of the employee back to service. • Clarifies who should report communicable diseases, what should be reported, when and where it should be reported, and requires these reports to be sent to the state health department where applicable. 	
69	Private Water Systems	Neutral	Not <i>generally</i> applicable in COP since everything is public water. However, this section provides guidance for those who may need to service a food establishment with a private water system.	N

Plano Food Code Adoption 2018

Less Restrictive Changes

	Change	More Restrictive Less Restrictive Neutral	Explanation or Public Health Significance (PHS)	Significant Financial Burden (Y/N)
1	Knowledge (demonstration of)	Less Restrictive	Allows a PIC to demonstrate knowledge of food safety principles by having no critical violations during inspection OR being a certified food protection manager OR responding correctly to inspector's questions related to the food operation in specific knowledge areas. NOTE: establishments are still required to have at least one certified food protection manager on duty. The above requirement is just for demonstration of knowledge.	N
2	Exemption of food protection manager certification	Less Restrictive	Allows certain establishments to be exempt from the food protection manager certification based on operations	N
3	Special handwashing procedures	Less Restrictive	Allows for a variance/approval procedure to touch ready to eat foods without utensils or gloves.	N
4	Hand Antiseptics	Less Restrictive	Allows the use of hand dips or antiseptic soaps under certain conditions	N
5	Drinking in Food Areas	Less Restrictive	Allows a food employee to drink a beverage in food prep areas as long as cross-contamination is avoided.	N
6	Dogs on Patio Variance	Less Restrictive	Allows dogs to be given food in disposable containers.	N
7	Exotic Animals	Less Restrictive	Allows commercially raised exotic and game animals to be served in food service establishments as long as they have been inspected by a meat or poultry inspection program deemed equal to a USDA inspection. Allows live caught and field dressed animals to be used following inspection. Provision not found in current code.	N
8	Game Animals	Less Restrictive	Allows commercially raised, slaughtered, and processed animals to be used following inspection by the agency with animal health jurisdiction. Current regulation allows for live-caught wild game in food establishments following inspection.	N
9	Refrigeration Temperature	Less Restrictive	New code proposes refrigeration temperature must be 41F or below. Current code is at 40F. 41F is based on FDA model food code and current food science	N
10	Receiving Temperatures (cold)	Less Restrictive	Allows food received to be above 41F if allowed in law. Currently, everything must be received at 40F or below – no exceptions	N
11	Hot Holding Temperature	Less Restrictive	Once food has been cooked to its minimum internal temperature, it must be held at 135F or above to limit bacterial growth. Currently, the code requires 140F or above. New temperature based on FDA model food code and current food science.	N

12	Shellstock Containers	Less Restrictive	Shellstock can be removed from the container in which they are received for display or to repack in consumer self-service containers with some provisions. Currently, they must be kept in the container in which they were received.	N
13	Bare Hand Contact/Food	Less Restrictive	Clarifies employees may touch food if it will be cooked after contact	N
14	Protection from Contamination	Less Restrictive	Continuing from the previous section, exemptions have been added for storage requirement to be covered. Exemptions include whole, uncut produce and nuts in shells, whole, uncut processed meats such as hams and smoked/cured sausages, and shellstock. Some provisions apply.	N
15	Preventing Contamination	Less Restrictive	Adds options for what utensils and equipment can come into contact with food as well as how utensils can be stored in between uses.	N
16	Wiping Cloths	Less Restrictive	Now allows for the use of single-use disposable sanitizer wipes as long as they are used in accordance with EPA-approved manufacturer's instructions	N
17	Refilling Containers	Less Restrictive	In the past it was not allowed to return refillable containers to food establishments. The food code will now outline procedures that must be followed. For example, a take-home food container can now be returned to an establishment and refilled with provisions (designed for reuse, originally provided by the establishment, if cleaned and sanitized before refilling, etc.). For beverages, the reusable container can be refilled if the beverage doesn't require refrigeration and it is returned to the returning customer and no contamination takes place during the refilling process.	N
18	Cooking	Less Restrictive	Minimum cooking temperature for pork is now 145F for 15 seconds. WAS 150F.	N
19	Cooking: Raw/Undercooked Beef	Less Restrictive	Whole-muscle intact beef steak can be served raw or undercooked (rare, medium, etc.) with certain provisions. While it is implied that food may be served undercooked by virtue of required consumer advisory language in the current code, it is not as specific as this new code that explicitly allows it by right with applicable provisions	N
20	Cooking: Raw/Undercooked Fish, Shellfish, and other foods	Less Restrictive	A raw animal food (eggs, fish, marinated fish, molluscan shellfish, steak tartare, lightly cooked fish, soft cooked eggs, rare meat other than whole-muscle intact beef may be served raw or undercooked upon consumer request with provisions. While it is implied that food may be served undercooked by virtue of the required consumer advisory language in the current code, it is not as specific as this new code which explicitly allows it with applicable provisions	N
21	Parasite Destruction in Raw Fish	Less Restrictive	Offers another option for parasite destruction (freeze at -31F until solid then stored at -4F for 24 hours	N
22	Parasite Destruction	Less Restrictive	Only certain species of tuna are exempted from parasite destruction in current code. Proposed code will exempt molluscan shellfish, scallop's adductor muscle, aquacultured fish, and fish eggs removed from fish skein and rinsed.	N
23	Parasite Destruction Record	Less Restrictive	Current code requires a written statement from the supplier stating the fish were subjected to parasite destruction. This section allows a food establishment to conduct	N

			<p>the parasite destruction themselves, with records of freezing temperatures/time that are maintained for 90 calendar days.</p> <p>Since aquacultured fish don't have to be subjected to parasite destruction, this section requires the food establishment to obtain a written statement from the supplier acknowledging that the fish were raised and fed in accordance with requirements and retain for 90 days.</p>	
24	Reheating Food	Less Restrictive/Neutral	Current code requires food to be reheated "rapidly." This section defines that the time between 41F and required minimum reheating temperature (typically 165F) cannot exceed 2 hours.	N
25	Cooling	Less Restrictive	Currently, all food placed in refrigeration needs to be covered. This regulation allows food that is cooling to remain loosely covered or uncovered in order to cool the food more quickly (as long as protected from overhead contamination)	N
26	Homogenous liquid	Less Restrictive	May be held outside the temperature control requirements if contained in specially designed equipment (refers to food and beverage dispensing equipment or vending machines)	N
27	Date-Marking	Less Restrictive	Date-marking exceptions including ROP foods, repackaging of individual meal portions per consumer request, shellstock, foods processed at a plant inspected by a regulatory authority, including items such as deli salads.	N
28	Reduced Oxygen Packaging: onsite	Less Restrictive	In the current code ROP is not addressed, although many food establishments would like to, or currently do it. This section provides guidelines for those establishments wishing to use reduced oxygen packaging in their stores or businesses and requires a variance process (a review by the department) to ensure proper methods are being used to lessen risk of foodborne illness outbreaks.	N
29	Equipment Material	Less Restrictive	Cast iron may be used for serving food	N
30	Cleanability	Less Restrictive	Exempts certain equipment from accessibility standards (for cleaning); Does not require oil storage tanks, distribution lines for cooking oil or beverage syrup lines/tubes to be accessible for cleaning by easy disassembly (meaning it can be a more complicated disassembly process)	N
31	Thermometer Placement	Less Restrictive	Exemption to certain types of equipment for thermometer placement (most refrigerated or heating equipment requires a thermometer to be permanently placed).	N
32	Alternative Manual Dishwashing	Less Restrictive	Now allows for alternative manual warewashing equipment when there are special cleaning needs or constraints – must be approved by COP.	N
33	Cleaning Frequency	Less Restrictive	Allows exemption to cleaning frequencies based on succession of foods on food contact surfaces; allows food contact surfaces to be cleaned every four hours is using time as a control; allows a frequency of less than four hours under certain conditions, including whether the food is TCS.	N

34	Drying Equipment/Utensils	Less Restrictive	Although equipment and utensils must be air dried, this section allows polishing of utensils with a cloth that is maintained clean and dry	N
35	Rinsing Equipment	Less Restrictive	Allows the rinsing of equipment after being cleaned and sanitized if the EPA label instructions call for rinsing of the sanitizer after it is applied in a commercial warewashing machine and if the rinse is applied from a potable water supply by a warewashing machine.	N
36	Alternative Water Supply	Less Restrictive	Allows an alternative water supply for mobiles, temporary food, and food establishments with temporary service interruption	N
37	Plumbing: Handwashing	Less Restrictive	If approved, automatic handwashing facilities may be substituted for handwashing lavatories; if no food exposure exists and handwashing sinks are not conveniently available, employees may use chemically treated towelettes for handwashing. MUST BE APPROVED BY REGULATORY AUTHORITY	N
38	Plumbing: Restrooms	Less Restrictive	At least one toilet must be provided and not fewer than required by the plumbing code (including urinals). Currently, establishment must provide at least two public restrooms (one men, one woman) and overrides plumbing code requirements.	N
39	Backflow Prevention	Less Restrictive	Allows exemption to walk-in refrigeration to have a direct connection to a sewage system as it (the refrigerator) is constructed as an integral part of the building.	N
40	Floor/Wall Juncture	Less Restrictive	When water flushing is not used on a floor, the floor/wall juncture must be coved and closed to no larger than 1mm. Currently ALL floors are required to be graded to drain and drains installed with coves completely sealed. This will take into consideration how the floors will be cleaned and offer a lesser requirement for when water flushing is not used.	N
41	Consumer Area: Décor	Less Restrictive	Wall and ceiling surfaces and decorative items and attachments in a consumer area provided for ambiance need not be easily cleanable (but must be kept clean)	N
42	Light Bulbs: Protective Shielding	Less Restrictive	Bulbs in areas used only to store food in packages (unopened) don't need protective shielding if the integrity of the packages cannot be affected by broken glass falling onto them and the packages are capable of being cleaned of debris before being opened.	N
43	Toilet Room, Enclosed	Less Restrictive	Exemption for toilet rooms to be enclosed for those that are located outside a food establishment and does not open directly into the food establishment such as one provided by a shopping mall.	N
44	Outer Openings	Less Restrictive	Requirement for food establishments to be protected by filling in all gaps, having closed, tight-fitting windows, and solid, self-closing doors. This section provides an EXEMPTION for establishments that open into larger structures such as malls, airports, etc. and states emergency exit doors don't need to be self-closing if they meet certain criteria. Also provides exemption from open window or door protection (screens, air curtains, etc.) if flying insects or other pests are absent from the area.	N
45	Living/Sleeping Quarters	Less Restrictive	Currently, no living or sleeping quarters allowed within a food establishment. This section exempts living or sleeping quarters located on the premises of an	N

			establishment such as those provided for lodging clerks or resident managers as long as separated from rooms/areas used for food establishment operations by complete partition and solid self-closing doors.	
46	Hand Drying	Less Restrictive	Now allows for hand drying device such as an air-knife system that uses high velocity air at ambient temperatures (as opposed to heated air drying devices only) – except dryers are not allowed in food preparation area.	N
47	Light Intensity	Less Restrictive	New requirements are less restrictive regarding light intensity in food establishment areas.	N
48	Animals	Less Restrictive	Animals may be allowed in areas not used for food preparation, storage, sales, display or dining where there are caged animals, such as in a variety store that sells pets or a tourist park that displays animals; Live or dead fish bait may be stored if contamination of food, equipment, utensils, linens, single-use articles cannot occur	N
49	Poisonous Materials	Less Restrictive	Poisonous or toxic materials ARE allowed in a food establishment as long as they are packaged AND for retail sale.	N
50	Mobile Food Unit Exemption	Less Restrictive	Provides and exemption for a water and wastewater system for those units where no water is required for operation and where there is no hand contact with food – as long as any required cleaning may take place at the commissary at the end of the day (example might be an ice cream truck or pushcart).	N
51	Mobile Servicing Area	Less Restrictive	Exempts areas used only for water supply or wastewater disposal from overhead protection.	N
52	Temporary Food	Less Restrictive	<ul style="list-style-type: none"> • Alternative manual warewashing may be used under certain conditions; • Water does not need to be under pressure, but must be provided and with certain conditions; • Handwashing facilities are NOT required if the food items offered are commercially prepackaged, in their original containers. • Flooring may be dirt or gravel covered with mats, ply-wood, platforms, duckboards (with mats) or other suitable and approved materials (currently only concrete or asphalt is described as allowed). 	N
53	Farmer's Markets	Less Restrictive	<ul style="list-style-type: none"> • Allows cottage food sales (in compliance/agreement with state law) • Allows sampling of any food to take place and samples may now be prepared on-site. • No longer requires hot water with tanked water source and waste tank. 	N

			<ul style="list-style-type: none"> Meats no longer need to be frozen as long as they are kept at proper temperature during transport and up until sale. 	
54	Bed and Breakfast	Less Restrictive	Exempts bed and breakfast facilities with seven or fewer rooms for rent, only serving breakfast to overnight guests from the definition of a food establishment (they do need a certified food manager on staff).	N

Plano Food Code Adoption 2018

More Restrictive Changes

	Change	More Restrictive Less Restrictive Neutral	Explanation or Public Health Significance (PHS)	Significant Financial Burden (Y/N)
1	Food manager certification posted	More Restrictive	Requirement to post food protection manager certificate Public Health Significance (PHS): The food protection manager certificate is required. Posting the certification provides accountability to the public and allows the public to see that staff have been properly trained in good food handling techniques.	N
2	Responsibility to report illness	More Restrictive	Proposed code outlines the duty of the PIC or permit holder to require employees to report whether they are sick or have symptoms of illness such as Norovirus, Hepatitis A, Shigella, Shiga toxin-producing E.coli, Salmonella, or non-typhoidal salmonella. The obvious significance is to preclude ill food service workers from passing along illness to consumers. PHS: In order to avoid transmission of disease to other food workers or the public, the PIC should require employees to report whether they are ill or have symptoms of illness. Especially the 6 listed above.	N
3	Restriction of ill employees	More Restrictive	Clearly states the PIC must restrict ill employees from serving a highly susceptible population until they are well and meet criteria outlined in the code PHS: Highly susceptible populations are those more prone to illness such as populations at hospitals, nursing homes, schools, day cares, etc. Ill employees should be restricted from working with food while symptomatic in order to avoid transmission of disease.	N
4	Restriction/Exclusion of ill employees	More Restrictive	Requires employees that have acute onset of sore throat with fever to be excluded from working with food in an establishment serving a highly susceptible population (nursing home, hospital, day care, school, etc.) PHS: Fever is a sign of infection, and sore throat, of illness. In order to avoid passing illness to consumers or other food handlers, especially in a highly susceptible population, workers with these symptoms should be excluded.	N
5	Fingernail polish/artificial nails	More Restrictive	Food employees may not wear fingernail polish or artificial fingernails when working with exposed food (unless wearing gloves) PHS: To avoid contamination of food with unwanted substances, gloves are required to be worn when working with exposed food.	N

6	Animals, handling prohibition	More Restrictive	<p>Food employees may not care for or handle animals while on duty except for fish or molluscan shellfish in aquariums or display tanks if they wash their hands following.</p> <p>PHS: In order to avoid cross-contamination of food items, utensils and surfaces, this regulation requires food employees, only while on duty, to avoid handling animals. Exceptions are made for fish and molluscan shellfish as many restaurants offer cook-to-order dishes involving these particular creatures.</p>	N
7	Contamination Events	More Restrictive	<p>Food establishments must have written procedures for employees to follow when cleaning up after vomiting or diarrheal events at a food establishment in order to prevent spread of contamination</p> <p>PHS: These types of events hold high potential for transfer of bacteria to consumers and to food handlers. Proper cleaning and sanitizing procedures are imperative.</p>	N
8	Undercooked Beef	More Restrictive	<p>This section specifies that the steaks must be labeled as whole-muscle intact beef or other evidence must be presented that the beef is whole-muscle and intact prior to cooking to order;</p> <p>PHS: whole-muscle intact beef is generally considered to be sterile on the inside with bacteria existing on the outer surfaces of the steaks. If the meat is not intact (punctured, cut, ground, pierced, tenderized, etc.), the bacteria could travel to the inside of the meat requiring a higher cooking temperature. In order for a steak to be cooked to order or undercooked, the meat must be intact to remain safe.</p>	N
9	Labeling: Beef and Eggs	More Restrictive	<p>Labeling required with safe handling instructions if selling at retail</p> <p>PHS: If selling beef and eggs (raw) at retail, providing safe handling instructions for consumers assists them in avoiding contamination of surfaces at home, and educates them on proper cooking temperatures, etc. resulting in fewer foodborne illness cases.</p>	N
10	Wild Mushrooms	More Restrictive	<p>Does not allow mushrooms that have been picked in the wild to be offered for sale or service by a food establishment unless the establishment has approval to do so. Exceptions for regulated operations or regulated food processing plants.</p> <p>PHS: Because mushroom identification can be tricky, illness or death may result from choosing poisonous mushrooms. The food code only allows sale/service of mushrooms that are obtained from an approved source.</p>	N
11	Receiving Food	More Restrictive	<p>When an establishment receives food, it needs to be free of evidence of previous temperature abuse (odor, ice crystals, frost, discoloration)</p>	N

			PHS: If food has been subject to temperature abuse during shipment or distribution, that food may be a vector for passing along any number of foodborne illnesses. For example, if a refrigerated food was allowed to stay above 41F for a significant portion of the shipment time, bacterial growth will have begun, and will be passed along to food handlers or consumers. The integrity of the food has been compromised.	
12	Shellstock Tags	More Restrictive	<p>Requires a tag with the dealer's certification number and information. If a container is missing this information it is subject to detention.</p> <p>PHS: Shellstock (oysters, mussels, etc.) must be labeled by the distributor with a tag that specifies where, when, and by whom, the shellstock was harvested. This is to ensure easy recall when or if the shellstock is found to be contaminated as most testing does not occur until after the food is shipped. Illness passed by contaminated shellstock can be acute and deadly, therefore, it is imperative to ensure the food can be tracked quickly.</p>	N
13	Preventing Contamination COP Requirement (not in state code)	More Restrictive	<p>If a food establishment is using a quaternary ammonia sanitizing solution for wiping cloths, they must use a microfiber-type cloth or non-binding material or equivalent</p> <p>PHS: Recent research has shown that quaternary ammonia sanitizer does not effectively rid normal cotton or polyester wiping cloths of harmful bacteria (FIND RESEARCH ARTICLE) AFDO Journal Vol 76, Number 1 http://afdo.org/resources/Documents/Journal/2016%20IFPTI%20Special%20Edition.pdf</p>	Y (minimal; cost depends on size of facility)
14	Wiping Cloths	More Restrictive	<p>Wiping cloths used on surfaces in contact with raw animal food must be kept separate from other cloths used for other purposes</p> <p>PHS: To avoid cross-contamination of wiping cloths with bacteria from animal foods</p>	N
15	Time as Public Health Control	More Restrictive	<p>Currently, it is possible to use time, instead of temperature as a control for food quality. As a general rule, when an establishment wants to do this, the department will require a plan to be reviewed and approved. This section formally requires approval of a written plan for using time as a public health control, what should be in the plan, what the initial temperature of the food must be, and when it should be discarded. It does clarify that this procedure may not take place at an establishment serving a highly susceptible population.</p> <p>PHS: In order to control bacterial growth in food, there are two controls: time and temperature. In most cases, both are used (minimum refrigeration, cooking, hot holding temperatures, maximum amounts of time a product may be kept, etc.). When an establishment uses time as a control (only), it is usually when they know they will go through product in a short amount of time. For example, they may put a bowl of cheese on the counter, knowing they will use it all within a certain amount of time – not giving</p>	N

			bacterial growth enough time to take hold – even if the temperatures exceed the thresholds BUT they should have a plan in place for how they will do this and what procedures will be followed – one that has been reviewed and approved by the department	
16	Specialized Processing Methods: Variance Requirement	More Restrictive	<p>When food establishments use special processes (curing, smoking, fermenting, etc.), these processes require a variance to ensure proper methods are used in order to prevent foodborne disease outbreaks (e.g. <i>Listeria</i>, <i>Botulism</i>, etc.). This is in current code, but several processes have now been added based on current trends in the food industry, including display of shellfish being sold for human consumption, custom processing of animals for personal use (deer processing), preparation of food by another method other than those defined in the code, and sprouting seeds or beans.</p> <p>PHS: As noted above, a review of the process is required by the department to ensure proper processes are followed to avoid foodborne illness outbreaks. For example, many outbreaks have been associated with sprouts and if water in a shellfish display tank is not kept clean, disease could pass through the fish once consumed.</p>	N
17	Safeguarding Food: Highly Susceptible Populations	More Restrictive	<p>Clarifies children less than 9 years old are a highly susceptible population; unpasteurized/ treated juice may not be served to a highly susceptible population; IF juice is prepared on premises, it must be processed using a HACCP Plan; raw fish or partially cooked food may not be served; food service employees may not have bare-hand contact with ready to eat food; eggs must be under refrigeration at all times unless cooked immediately or a HACCP Plan is in place; foods may not be reserved if in contact with a patient under quarantine;</p> <p>PHS: Because highly susceptible populations have weakened immune systems and are more susceptible to foodborne illness, a number of restrictions are in place to prevent illness.</p>	N
18	Donated Food	More Restrictive	<p>Donated foods must have labels; Donated foods that are temperature sensitive must be discarded when shelf life has expired; damaged foods may not be donated.</p> <p>PHS: labeling is to ensure the recipient knows what the food is, especially if there is a problem with the food, it causes illness, or they are allergic to a particular food; The other two restrictions are in place to be sure spoiled food is not donated.</p>	N
19	Equipment Material	More Restrictive	<p>Utensils containing lead may not be used in contact with food. Chart provided outlining maximum lead content levels</p> <p>PHS: Lead in utensils may lead to lead poisoning in the public</p>	N
20	Equipment Material	More Restrictive	Copper may be used in contact with food UNLESS the food has a pH below 6 or it is beer brewing equipment during a fermentation process	N

			PHS: Copper may leach into food that has a low pH causing copper poisoning	
21	Equipment Material	More Restrictive	Galvanized metal may not be used for utensils or food contact surfaces in contact with acidic foods PHS: when galvanized metal is in contact with acid, it reacts with the zinc coating to form a salt, which if ingested could cause illness.	N
22	Sponges	More Restrictive	Sponges may not be used in contact with cleaned and sanitized or in-use food contact surfaces PHS: Sponges can harbor dangerous bacteria so this restriction is in place to avoid cross-contamination of food surfaces	N
23	Use of Wood	More Restrictive	Wood/wood wicker may not be used as a food contact surface (hard woods can be used and whole, uncut raw produce may be kept in wood containers). If food requires removal of rinds, peels, husks, etc. the food may be kept in untreated wood containers or treated wood containers if the treatment is food safe. PHS: Wood is not considered a cleanable material and is absorbent. Therefore, to avoid bacterial growth, other containers must be used. Hard woods are excluded from this restriction for cutting boards and blocks, baker's tables, and utensils.	N
24	Equipment Function: Molluscan Shellfish Tanks	More Restrictive	If molluscan shellfish life-support system display tanks are used to store/display shellfish for human consumption, the operator should have a HACCP plan. PHS: To avoid contamination of the shellfish and potential foodborne illness, the plan would ensure that water used with fish OTHER than molluscan shellfish does not flow into the tank (cross-contamination); that the safety/quality of the shellfish received are not compromised by the use of the tank and that the identity of the source of the shellstock is retained by the operator.	N
25	Equipment Function: Vending Machines	More Restrictive	Requires vending machines to have an automatic control that prevents vending of food in case of a power or mechanical failure that results in not being able to maintain food at the proper temperature. PHS: If food is refrigerated within vending machines and the power is cut off to the machine, the food could potentially be at an inappropriate temperature and cause foodborne illness to the consumer. This feature prevents foodborne illness.	Y (potentially)
26	Thermometer – small diameter	More Restrictive	If establishment prepares thin masses of food (such as meat patties or fish filets), a thermometer with a small-diameter probe must be provided.	Y (approximately \$20-30)

			PHS: A conventional stem thermometer's diameter is too large to get an accurate internal temperature of food, therefore, a smaller diameter probe is required to ensure internal temperature of the food is appropriate to prevent foodborne illness.	
27	Warewashing Sink Use	More Restrictive	<p>Warewashing sinks may not be used for handwashing or dumping mop water; if used to wash wiping cloths, produce, or thaw food, the sink must be cleaned and sanitized before and after each use.</p> <p>PHS: Because warewashing sinks are used to wash dishes, utensils, cooking equipment, and other food contact surfaces, cross-contamination could occur with these other activities unless sink is cleaned/sanitized before and after use.</p>	N
28	Plumbing: Service Sink	More Restrictive	<p>Toilets, urinals, and showers may not be used as a service sink for disposal of mop water and similar liquid waste.</p> <p>PHS: Potential for overflow from toilets, urinals and showers when large quantities of waste are dumped. This regulation is preventive to avoid contamination of floors/ areas surrounding these fixtures.</p>	N
29	Backflow Prevention	More Restrictive	<p>Backflow prevention must be provided upstream of a carbonating device and downstream from any copper in the water supply line.</p> <p>PHS: carbonation devices will cause corrosion of copper pipes, as well as any other metal objects in its path. Backflow prevention device location to eliminate the potential for this contamination is necessary to insure metals do not enter the beverage s for customers to drink.</p>	Y
30	Plumbing: Location COP Requirement (Not in State Code)	More Restrictive	<p>Hand sinks located adjacent to food preparation areas need protection with splash guards to prevent cross-contamination of food.</p> <p>PHS: When hand sinks are located too close to food preparation areas, potential exists for cross-contamination from handwashing activities to the food (splash, spray, etc.). Splash guards should be installed to protect integrity of the food and prevent illness.</p>	N (construction guideline)
31	Toilet Room Receptacle	More Restrictive	<p>Operators must provide covered receptacles in toilet rooms used by females</p> <p>PHS: For sanitary disposal of feminine products</p>	Y (approximately \$15-30)
32	Hand Drying COP Requirement (Not in State Code)	More Restrictive	<p>If a toilet room only has an air dryer, the facility must provide a kick plate or foot pull to avoid contamination of hands by food handlers when exiting the restroom.</p> <p>PHS: If paper towels are available, they can be used to open a door to avoid contaminating hands on restroom doors. This provision will allow food handlers to open the door without using their hands and help prevent foodborne illness or other disease transmission.</p>	Y (approximately \$30-50)

33	Inspection and Enforcement	More Restrictive	<p>Clarifies timeframes for correction of different types of violations. Requires priority items (critical violations) corrected within 3 calendar days (as opposed to 10 currently)</p> <p>PHS: these violations are ones that may lead directly and immediately to a foodborne illness therefore they should be corrected quickly, if not AT the time of inspection to prevent illness.</p>	N
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An Ordinance of the City of Plano, Texas, repealing Ordinance Nos. 2012-12-16, 2013-12-10 and 2014-1-19 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date of July 1, 2018.

WHEREAS, on December 18, 2012, the City Council of the City of Plano duly passed Ordinance No. 2012-12-16 and adopted certain revisions per Ordinance Nos. 2013-12-10 on December 17, 2013 and 2014-1-19 on January 27, 2014, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano; and

WHEREAS, upon review of the existing ordinance, as well as current state and federal laws and regulations governing food and food establishments, and following meetings with citizens interested in matters of food safety and food establishments, staff recommends that the existing food code be repealed and replaced in order to be consistent with current state and federal laws, address the needs of citizens, and protect public health, safety and welfare; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that in the best interest of the City and its citizens and to promote health, safety, and welfare of the citizens of Plano and the general public, the current Food Code as provided in Chapter 9, Code of Ordinances be repealed in its entirety and a new Chapter 9, Food Code be adopted.

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

Section I. Ordinance Nos. 2012-12-16, 2013-12-10 and 2014-1-19 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano are hereby repealed and replaced with this new Chapter 9, Food Code, to read in its entirety as set forth below:

Sec. 9-1. – Adoption

- (a) *Adopted.* That the Texas Food Establishment Rules, Sections 228.1 – 228.278 of the Texas Administrative Code, Title 25, a copy of which is on file with the Office of the City Secretary, is hereby adopted as the Food Establishment Code for the City of Plano, except as amended, modified, and deleted by this Chapter.
- (b) *Amendments, modifications and deletions.* The Texas Food Establishment Rules effective October 11, 2015 as set forth in Texas Administrative Code Title 25 – Texas Department of State Health Services, Chapter 228, Sections 228.1 – 228.278, and as subsequently amended, is amended as follows:

Section 228.1. Purpose. Section 228.1 is amended to read as follows:

The purpose of this chapter is to safeguard public health, to provide food to consumers that is safe, unadulterated, and honestly presented, and to establish uniform requirements for food service operations. The ordinances in this chapter are based in part upon Code of Federal Regulations, Title 2, Food and Drugs, Parts 1 – 1499 and implement Health and Safety Code, Chapter 437, Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Vendors. The Regulatory Authority may also enforce state, federal statute or regulation applicable to a food establishment operating within the city.

Section 228.2. Definitions. Section 228.2 (4) is amended to read as follows:

Approved – means acceptable to the regulatory authority based on a determination of conformity with principles, practices, and generally recognized standards that protect public health and documented in writing if not otherwise stated in this code or State or Federal law.

Section 228.2. Definitions. Section 228.2 (15) is amended to read as follows:

Central Preparation Facility (CPF) – means

- (A) A food establishment that is in compliance with a valid permit issued by a local, state, or federal authority, or any other approved place which serves as an operating base for a mobile food unit.
- (B) A facility where the food is prepared, stored, and wrapped; or containers or supplies are kept, handled, or stored, for use by a mobile food operator.
- (C) A facility where the mobile food unit is supplied with fresh water and ice, is emptied of wastewater into a proper waste disposal system, and is cleaned, including washing, rinsing, and sanitizing of all food contact surfaces or items not capable of being immersed in the mobile food unit utensil washing sink.

Section 228.2. Definitions. Section 228.2 (57) is amended to read as follows:

Food Establishment –

- (A) Means an operation that:
 - (1) stores, prepares, packages, serves, vends, or otherwise provides food for human consumption including, but not limited to, a restaurant, retail food store, farmer's market, satellite or catered feeding location, market, vending location, self-service food market, conveyance used to transport people, institution, food bank, or catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; or
 - (2) Relinquishes possession of food to a consumer directly or indirectly through a delivery service, including but not limited to home delivery of grocery orders,

or restaurant takeout orders, or delivery service that is provided by common carriers.

- (B) Food establishment includes, but is not limited to,:
 - (1) Any element of an operation such as a transportation vehicle; or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is approved and in compliance with a valid permit issued by the regulatory authority; and
 - (2) Any element of an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location, whether consumption is on or off the premises and regardless of whether there is a charge for the food.
- (C) A food establishment does not include an establishment that offers:
 - (1) only prepackaged food that is not time / temperature controlled for safety,
 - (2) a produce stand that only offers whole, uncut fresh fruits and vegetables,
 - (3) a food processing plant,
 - (4) a cottage food industry or an area where cottage food is prepared, sold or offered for human consumption,
 - (5) a bed and breakfast limited facility, or
 - (6) a private home that receives catered or home-delivered food.

Section 228.2. Definitions. Section 228.2 (85) is amended to read as follows:

Mobile Food Unit (MFU) –

- (A) means a vehicle-mounted, self-contained food service operation, designed to be readily movable and used to store, prepare, display, serve or sell food.
- (B) A Mobile Food Unit includes, but is not limited to, a catering truck, trailer, push cart, and roadside vendor and does not include a stand or booth.

MFUs are classified as follows:

- (A) Mobile Type III - Mobile food preparation unit (including, but not limited to, full service food truck, food trailer);
- (B) Mobile Type II - Mobile food facilities/pushcarts (including, but not limited to, coffee carts, hot dog carts, ice cream trucks, corn, candy, etc.). Where food preparation is limited, open, or TCS food; or
- (C) Mobile Type I – Includes, but is not limited to catering vehicles.

Section 228.2. Definitions. Section 228.2 (94) is amended to read as follows:

Person – means an individual, association, corporation, partnership, or other entity with ownership, care, custody, or control over a food establishment, including, but not limited to the permit or license holder, employee, food employee, or person-in-charge.

Section 228.2. Definitions. Section 228.2 (99) is amended to read as follows:

Plumbing Code – means the Plumbing Code as adopted and amended by the City of Plano.

Section 228.2. Definitions. Section 228.2 (111) is amended to read as follows:

Pushcart – means

- (A) a non-self-propelled mobile food unit that serves food requiring limited preparation;
- (B) is readily movable by one or two persons; and
- (C) requires the support of a central preparation facility. A pushcart does not include a non-self-propelled unit owned by or operated within a retail food store.

Section 228.2. Definitions. Section 228.2 is amended by adding the following definitions:

Administrative Fee – means the permit processing and inspection fee.

Agricultural Product – means an agricultural, apicultural, or horticultural product, either in its natural or processed state that has been produced, processed, or otherwise had value added for use as human food.

Compliance Inspection – means a required additional inspection as a result of non-compliance observed during a re-inspection visit.

Cottage Food Production Operation – means an individual operating out of the individual's residence, who:

- (A) has an annual gross income of fifty thousand dollars (\$50,000) or less from the sale of food described in section (F) below;
- (B) sells food produced directly to consumers at the individual's home, a farmer's market, a municipal, county, or nonprofit fair, festival, or event;
- (C) delivers products to the consumer at the point of sale or another location designated by the consumer;
- (D) packages food in a manner that prevents contamination, except for food too large or bulky for conventional packaging;
- (E) complies with the labeling requirements as defined by the executive commissioner of the Texas Department of State Health Services (TDSHS); and
- (F) produces one or more of the following:
 - (1) a baked good that is not a TCS food,
 - (2) candy,
 - (3) coated or uncoated nuts,
 - (4) unroasted nut butters,
 - (5) fruit butters,
 - (6) a canned jam or jelly,
 - (7) a fruit pie,

- (8) dehydrated fruit or vegetables,
- (9) dried beans,
- (10) popcorn and popcorn snacks,
- (11) cereal,
- (12) granola,
- (13) dry mix,
- (14) vinegar,
- (15) pickles,
- (16) mustard,
- (17) roasted coffee or dry tea, or
- (18) a dried herb or herb mix.

Demonstration – means the preparation of food as an example, sample, instruction, or for marketing purposes at an event including, but not limited to, a farmer’s market, fair, restaurant food show, or other similar event.

Electric Code – means the Electric Code as adopted and amended by the City of Plano.

Farmer’s Market – means an area at which two (2) or more vendors offer produce and other agricultural products for retail sale, sample, or consumption. It shall not include stands that only sell whole, uncut produce.

Farmer’s Market Vendor – means any person who offers or sells produce or agricultural products at a farmer’s market.

Fire Code – means the Fire Code as adopted and amended by the City of Plano.

Foraged Food – means food acquired by hunting, fishing, or gathering of plant matter on land not primarily used for agricultural purposes.

Gleaned Food – means

- (A) gathered from agricultural land after a primary harvest has been completed, or
- (B) other salvaged or unutilized food.

Grease Trap – means a grease trap or grease interceptor as those terms are defined by the City’s Plumbing Code, as adopted and amended.

Light in Color – means a surface which has a light reflective value (LRV) of 60 to 100.

Mechanical Code – means the Mechanical Code, as adopted and amended by the City of Plano.

Potable – means water suitable or safe for human consumption.

Private Event – means an event:

- (A) at which food and/or beverage is offered to participants; and
- (B) where entry to the event is limited to private invitation from the event organization, group, club, association or institution.

Produce – means farm-produced crops intended for human consumption, including, but not limited to, whole vegetables, plants, nuts in the shell, honey and fruit.

Production Kitchen – means a facility that engages in the production of edible food products that are given or sold to the public either on-site or at another location(s). Such facility can be operated by the owner, or rented, leased or contracted with another individual(s), organization(s), or corporation(s) who will actually produce the food products.

Public Event – means an event at which food and/or beverage is offered and that is advertised to the general public by any means, or which requires a special event permit as defined in Chapter 11 of this Code of Ordinances.

Sampling – means the preparation of food as an example, instruction, or for marketing purposes at an event including, but not limited to, a farmer's market, fair, restaurant food show or other similar event that is served, sold, or otherwise offered for human consumption.

Seasonal Temporary Food Establishment – means a food establishment that operates at a fixed location for a period less than forty-five (45) consecutive days.

Section 228.68. Preventing Contamination From Equipment, Utensils, and Linens. Section 228.68 (d) is amended by adding subsection (7) to read as follows:

- (7) A microfiber cloth or non-binding material or approved equivalent when using quaternary ammonia sanitizing solution.

Section 228.71. Cooking. Section 228.71 is amended by adding subsection (e) to read as follows:

- (e) Outdoor Grilling.
 - (1) Outdoor grilling by all food establishments must comply with food establishment standards of this ordinance.
 - (2) Outdoor grilling at temporary events must be approved by the City of Plano Environmental Health Division in accordance with temporary guidelines in section 228.222 of this ordinance.

Section 228.106. Functionality of Equipment. Section 228.106 (f) is amended to read as follows:

- (f) Beverage tubing, separation. Cold plates that are not constructed integrally as part of an ice storage bin are prohibited.

Section 228.146. Plumbing Design, Construction, and Installation. Section 228.146 is amended by adding subsections (f) and (g) to read as follows:

- (f) Water Heaters.
 - (1) Water heaters shall be installed and maintained in accordance with the Plumbing Code.
 - (2) Water heaters must be listed as a commercial unit by an ANSI accredited testing and certification organization and approved by the regulatory authority.
 - (3) Residential water heaters are prohibited in retail food establishments, except for those facilities providing only commercially pre-packaged food.
- (g) Grease traps.
 - (1) Unless a facility sells only prepackaged food, grease traps, interceptors or separators are required at new food establishments, existing food establishments, and food establishments that change ownership.
 - (2) Grease traps shall be:
 - (A) Adequately sized by a professional engineer, master plumber, or architect;
 - (B) No less than 500 gallons in capacity;
 - (C) Installed and maintained in accordance with the Plumbing Code;
 - (D) Located outside of the food preparation area of the establishment; and
 - (E) Easily accessible for cleaning.

Section 228.147. Plumbing, Numbers, and Capacities. Section 228.147 (c)(2) is amended to read as follows:

- (2) The use of lavatories, utensil-washing, equipment-washing, food preparation sinks, toilets, urinals, and showers may not be used as a service sink for the disposal of mop water and similar liquid waste.

Section 228.147. Plumbing, Numbers, and Capacities. Section 228.147 is amended by adding subsection (f) to read as follows:

- (f) Food preparation sink. A food preparation sink shall be required for washing of food if the menu or method of preparation requires soaking, rinsing, culling, or cleaning of raw ingredients or produce.

Section 228.148. Plumbing, Location, and Placement. Section 228.148 (a)(1) is amended to read as follows:

- (1) Within 25 linear feet and convenient for use by employees in food preparation, food dispensing, and warewashing areas; and

Section 228.148. Plumbing, Location, and Placement. Section 228.148 (a) is amended by adding subsection (3) to read as follows:

- (3) Hand sinks located adjacent to food preparation areas shall be protected with splash guards that are at least as high as the top of the faucet supplying water to the hand sink.

Section 228.149. Plumbing, Operations, and Maintenance. Section 228.149 (d) is amended by adding subsection (3) to read as follows:

- (3) A cleaning log of the procedures identified in section (d)(2) shall be kept and made available to the regulatory authority upon request.

Section 228.173. Floors, Walls, and Ceilings. Section 228.173 (a) is amended by adding subsection (1) to read as follows:

- (1) Floors and floor coverings.
 - (A) Floors and floor coverings of all food preparation, food service, food storage, warewashing areas, walk-in refrigeration units, dressing rooms, locker rooms, and toilet rooms shall be commercial grade, durable, smooth, non-absorbent, and easy to clean.
 - (B) Floors shall be coved at the juncture of the floor and wall, and toe kick/floor junctures, with a 3/8 inch minimum radius coving which shall extend up the wall at least 4 inches in all areas except for dry storage or areas not subject to splash.
 - (C) Grout between tiles shall be sealed so it is water resistant.
 - (D) Except as provided in subparagraph (F), prohibited floors and floor coverings in areas identified in subsection (A) include, but are not limited to cardboard, sawdust, wood shavings, peanut hulls, sheet vinyl, marble, and unsealed concrete.
 - (E) Polished/sealed concrete shall have at least 1/4 inch thickness of sealant and a non-slip surface.
 - (F) Commercial grade sheet vinyl
 - i. may be used only in a dry storage area;
 - ii. may not have felt backing;
 - iii. shall be at least 0.080-inches thick, with heat-welded seams;

- iv. shall be properly installed in accordance with manufacturer's specifications;
- v. shall include a cove backing (cove stick) must at the wall/floor and toe kick/floor junctures; and
- vi. shall be approved by the regulatory authority.

Section 228.173. Floors, Walls, and Ceilings. Section 228.173 (c)(2) is amended to read as follows:

- (2) The floors in food establishments using water flush cleaning methods, or that receive discharges of water or other fluid waste from equipment, shall have trapped floor drains graded to drain, and the floor and wall junctures shall be covered and sealed.

Section 228.173. Floors, Walls, and Ceilings. Section 228.173 (e) is amended to read as follows:

- (e) Floor covering, mats and duckboards.
 - (1) Mats and duckboards shall be removable, nonabsorbent, grease resistant, and easily cleanable.
 - (2) Duckboards shall not be used as storage racks.

Section 228.173. Floors, Walls, and Ceilings. Section 228.173 (f) is amended by adding subsection (4) to read as follows:

- (4) All areas in a food establishment shall
 - (A) be covered with durable waterproof materials;
 - (B) be light in color; and
 - (C) use waterproof materials extending from the top of the coved base (wall/floor or toe-kick/floor junctures) to at least 3 feet above the backsplash.

Section 228.174. Functionality. Section 228.174 (a)(2) is amended by adding subsection (C) to read as follows:

- (C) LED lighting is used.

Section 228.174. Functionality. Section 228.174 (e)(4)(C) is amended to read as follows:

- (C) other effective means as approved by the regulatory authority.

Section 228.174. Functionality. Section 228.174 (j) is amended by adding subsections (1) and (2) to read as follows:

- (j) Outdoor refuse areas, curbed and graded to drain.

- (1) Outdoor refuse areas shall be constructed in accordance with all local, state, and federal laws and shall be curbed and graded to drain to collect and dispose of liquid waste that result from the refuse and from cleaning the area and waste receptacles.
- (2) It shall be an offense for an outdoor refuse area to drain to a storm drain.

Section 228.175. Handwashing Sinks. Section 228.175 (b) is amended to read as follows:

- (b) Handwashing cleanser, availability. Each handwashing sink or group of 2 adjacent sinks shall be provided with a supply of hand cleaning liquid in a dispenser.

Section 228.175. Handwashing Sinks. Section 228.175 (c) is amended to read as follows:

- (c) Hand drying. Each handwashing sink or group of adjacent sinks shall be provided with:
 - (1) Individual, disposable towels in a dispenser; or
 - (2) A hand drying device that is air-heated or employs an air-knife system that delivers high velocity, pressurized air at ambient temperatures, provided:
 - (A) Toilet rooms without paper towels from a dispensing unit shall provide a kick plate or foot pull to avoid recontamination of hands when exiting the restroom facilities except where the toilet room door swings outward or is exempted as provided in section 228.174(d); and
 - (B) Forced air dryers are not allowed in food preparation areas.

Section 228.175. Handwashing Sinks. Section 228.175 (f) is amended to read as follows:

- (f) Disposable towels, waste receptacle. A handwashing sink or group of adjacent sinks that is provided with disposable towels shall be provided with a waste receptacle as specified under section 228.152(g)(3) of this ordinance and shall be within easy access to the restroom door.

Section 228.176. Toilets and Urinals. Section 228.176 (b) is amended to read as follows:

- (b) Toilet tissue, availability. A supply of toilet tissue shall be available in a dispenser at each toilet.

Section 228.178. Ventilation, Mechanical. Section 228.178 is amended to read as follows:

- (a) If necessary to keep rooms free of excessive heat, steam, condensation, vapors, obnoxious odors, smoke, or fumes, mechanical ventilation of sufficient capacity shall be required.

- (b) All ventilation areas which involve cooking, grilling, baking, and frying must meet requirements as set forth by applicable codes, including, but not limited to, Fire Code, Mechanical Code, Electric Code, and Plumbing Code.

Section 228.186. Premises, Buildings, Systems, Rooms, Fixtures, Equipment, Devices, and Materials. Section 228.186 (k) is amended by removing the word “and” after subsection (3) and the addition of subsections (5) and (6) to read as follows:

- (3) using methods, if pests are found, such as trapping devices or other means of pest control as specified under §228.204(b) and §228.208(b) and (c) of this title;
- (4) eliminating harborage conditions;
- (5) preventive application of pesticides for insect and rodent control performed by a certified pest control operator; and
- (6) effective measures intended to prevent the presence of rodents, flies, cockroaches and other insects on the premises utilized as deemed necessary by the regulatory authority.

Section 228.186. Premises, Buildings, Systems, Rooms, Fixtures, Equipment, Devices, and Materials. Section 228.186 (o) is amended by adding subsection (4) to read as follows:

- (4) Variance for dogs on an outdoor patio of a food establishment.
 - (A) A food establishment with an outdoor patio under its exclusive ownership or control may apply to the regulatory authority for a variance modifying or waiving the prohibition against dogs on the premises of a food establishment contained in section 228.186 (o) of this code.
 - (B) Application for a variance shall require payment of a nonrefundable variance application fee.
 - (C) The regulatory authority may grant a variance, as authorized in section 228.243 of this code.
 - (D) A food establishment granted a variance shall comply with all conditions and standards for the variance established by the regulatory authority or this chapter.
 - (E) A variance granted under this section is nontransferable.
 - (F) A variance granted under this chapter shall expire two (2) years after the effective date unless revoked by the regulatory authority or terminated by the food establishment.
 - (G) The regulatory authority shall deny or revoke a variance if:
 - (i) The application for variance contains any false statement as to a material matter;
 - (ii) The food establishment does not hold a valid permit issued under this ordinance;
 - (iii) The regulatory authority determines that a health hazard or nuisance will result or has resulted from the variance;

- (iv) The food establishment failed to pay a fee required under this chapter at the time it was due; or
 - (v) The food establishment is in violation of any term or condition of the variance as established by the regulatory authority, this chapter, or state law.
- (H) If the regulatory authority denies or revokes a variance, the regulatory authority shall notify the applicant in writing by personal service or United States mail. The notice must include the reasons for the denial or revocation and a statement informing the applicant of the right to appeal the decision in accordance with section 9-5 of this ordinance.
- (I) If the regulatory authority grants a variance allowing dogs to be present in the outdoor patio area of a food establishment, then the food establishment shall comply with the following conditions and standards in addition to any other conditions and standards established by the regulatory authority for the variance under the authority of section 228.243:
- (i) Except as allowed under section 228.186(o) of this ordinance, no dog may be present inside the food establishment or on any playground area of the food establishment.
 - (ii) A separate entrance must be provided from the outside of the food establishment to the outdoor patio so that a dog will have direct access to the patio without entering the interior of the food establishment or any playground area of the food establishment.
 - (iii) A dog may not be allowed within seven (7) feet of any entrance to the interior of the food establishment, except when necessary to enter or exit the patio.
 - (iv) A sign must be posted at the front entrance of the food establishment so that it is easily visible to the public. The sign must state: "DOG FRIENDLY PATIO - DOG ACCESS ONLY THROUGH OUTDOOR PATIO."
 - (v) Doors equipped with self-closing devices must be provided at all entrances to the outdoor patio from the interior of the food establishment and must be kept closed when not in use.
 - (vi) No food preparation, including mixing drinks or serving ice, may be performed in the outdoor patio area, except that a beverage glass may be filled on the patio from a pitcher or other container that has been filled or otherwise prepared inside the food establishment.
 - (vii) The outdoor patio must be maintained free of visible dog hair, and other dog-related waste or debris.
 - (viii) The outdoor patio must be hosed down and/or mopped with a product approved under the authority of sections 228.201 thru 228.213 as needed to maintain area in a clean condition.
 - (ix) All table and chair surfaces shall be non-porous, easily cleanable material, shall be cleaned and sanitized with a product approved

under the authority of sections 228.201 thru 228.213, and shall be cleaned in accordance with the City of Plano Stormwater program.

- (x) Spilled food and drink shall be removed from the floor or ground immediately.
- (xi) Waste created from a dog's bodily functions must be cleaned up in accordance with a product approved under the authority of 228.201 thru 228.213.
- (xii) All dog waste must be disposed of outside of the food establishment in an appropriate waste receptacle.
- (xiii) Equipment used to clean the outdoor patio must be kept outside of the food establishment.
- (xiv) While on duty, wait staff or other food handlers at the food establishment may not pet or have contact with any dog.
- (xv) A card, sign, or other effective means of notification shall be displayed to notify patrons in the outdoor patio area that they should wash their hands before eating.
- (xvi) A dog must be kept on a leash, or in a secure bag or container specifically designed to carry and provide continuous restraint of dogs while providing adequate ventilation.
- (xvii) A dog must remain under continuous physical control of the customer while in the outdoor patio area.
- (xviii) A dog must be wearing a collar or harness with a current rabies tag attached to it.
- (xix) A dog is not allowed on a seat, table, countertop, or similar surface in the outdoor patio area.
- (xx) A dog is not allowed to have contact with any dishes or utensils used for food service or preparation at the food establishment.
- (xxi) A dog may be given food (including, but not limited to, dog kibble, biscuits, and edible treats) while in the outdoor patio area, and may be given water. All food and water shall be served in a single-service article, such as a disposable bowl, plate, or other container.
- (xxii) The food establishment shall maintain written procedures to notify the City of Plano's Animal Services Department of any local rabies control incident as required by section 4-93 of this Code, or any other incident in which two (2) or more dogs are involved in any sort of altercation where they physically come into contact with each other, regardless of whether any of the animals are injured.

Section 228.221. Mobile Food Units. Section 228.221 (a)(3) is amended to read as follows:

- (3) Readily movable.
 - (A) A mobile food unit shall completely retain mobility at all times.

- (B) Alterations, removal, attachments, additions, placement or change in, under, or upon a mobile food unit that would prevent or reduce ready mobility is prohibited.
- (C) The regulatory authority may require a mobile food unit to come, on an annual basis or as often as required, to a location designated by the regulatory authority as proof that the mobile food unit is readily moveable.

Section 228.221. Mobile Food Units. Section 228.221 (a)(4) is amended to read as follows:

- (4) Initial permitting inspection.
 - (A) A mobile food unit shall go to the location designated by the regulatory authority for any permit inspection.
 - (B) If a mobile food unit does not arrive for a scheduled inspection and does not provide a 24-hour notification to the regulatory authority, a cancellation fee will be assessed, and shall be paid prior to any future issuance of permit.
 - (C) A mobile food unit shall be totally operable at all times during inspection, including but not limited to handwash/warewash facilities, refrigeration and wastewater disposal.
 - (D) A mobile food unit shall provide upon request during an inspection the following documentation:
 - i. Certified Food Manager Certification.
 - ii. Central Preparation Facility Authorization (if required). A signed letter of authorization is required to verify facility use if the central preparation facility is not owned by the mobile unit operator. This authorization is required at the time of permit application and at each renewal of the permit.
 - iii. Central Preparation Facility Inspection Report. A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
 - iv. Servicing Area Authorization. A signed letter of authorization may be required by the regulatory authority to verify service area use, if the servicing area is not owned by the mobile unit operator.
 - v. Menu of all food to be sold.
 - vi. Vehicle identification. Mobile food units shall identify the vehicle with characters at least four (4) inches high on both exterior sides of the unit stating the name of the mobile food unit or business.

Section 228.221. Mobile Food Units. Section 228.221 (a)(6)(C) is amended to read as follows:

- (C) At least one handwashing sink shall be available within 20 feet by employees and shall be properly provisioned in accordance with section 228.175(b) – (c).

Section 228.221. Mobile Food Units. Section 228.221 (b) is amended by the addition of subsection (3) to read as follows:

- (3) A private residence may not be used as a central preparation facility.

Section 228.222. Temporary Food Establishments. Section 228.222 (a)(1) is amended to read as follows:

- (1) Food that is not prepared on site or that require extensive preparation or cooking must be prepared at a licensed food establishment. All food must be obtained from an approved source.

Section 228.222. Temporary Food Establishments. Section 228.222 (a)(2) is amended to read as follows:

- (2) The temporary or seasonal food event permit holder shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the event during hours of food service operations when the operation is involved in handling TCS food. The person in charge shall have proof of successfully passing a recognized certified food handler course, and shall make it available to the regulatory authority upon request.

Section 228.222. Temporary Food Establishments. Section 228.222 (a) is amended by the addition of subsection (3) to read as follows:

- (3) The holder of a Seasonal Temporary Food Permit may only serve non-TCS food.

Section 228.223. Bed and Breakfast. Section 228.223 (b) is amended to read as follows:

- (b) Certified food protection manager. The owner or manager shall successfully complete a food manager's certification course accredited by the Texas Department of State Health Services. The bed and breakfast permit holder shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the bed and breakfast during all hours of food handling and food preparation.

Section 228.223. Bed and Breakfast. Section 228.223 (m) is amended to read as follows:

- (m) Garbage receptacles. Impervious receptacles shall be provided for storage of garbage and refuse.
 - (1) There shall be a sufficient number of containers to hold all the refuse that accumulates. The regulatory authority may require more frequent collection,

dumpsters, or larger dumpsters to accommodate the refuse that accumulates at the food establishment.

- (2) Suitable facilities, including hot water and detergent or steam, shall be provided and used for washing containers.
- (3) Liquid waste from compacting or cleaning operations shall be disposed of in a sanitary sewer.
- (4) Power washing and contracted cleaning services shall be performed according to applicable law.

Section 228.225. Self-Service Food Market. Section 228.225 is amended by the addition of subsections (j), (k), and (l) to read as follows:

- (j) Food equipment certification and classification. Food equipment that is certified or classified for sanitation by an American National Standards Institute (ANSI) accredited certification program is deemed to comply with sections 228.101 thru 228.106 of this ordinance.
- (k) Floors, Walls, Ceiling
 - (1) Floors and floor coverings.
 - (A) The floor and floor coverings of all food storage, self-service areas, walk-in refrigeration units, and vestibules shall
 - (i) be commercial grade;
 - (ii) include a cove backing at the wall/floor and toe kick/floor junctures;
 - (iii) be constructed of smooth, durable material, that is non-absorbent and easy to clean. as approved by the regulatory authority; and
 - (iv) be maintained in good repair.
 - (B) Grout between tiles should be sealed so it is water resistant.
 - (C) Commercial grade sheet vinyl may be used in dry storage areas. Commercial-grade sheet vinyl (no felt backing) which is at least 0.080-inches thick, with heat-welded seams, may be suitable for some applications if installed in conjunction with manufacturer's specifications and a cove backing (cove stick) must be used at the wall/floor and toe kick/floor junctures.
- (l) Garbage receptacles. Impervious receptacles shall be provided for storage of garbage and refuse.
 - (1) There shall be a sufficient number of containers to hold all the garbage and refuse that accumulate. The regulatory authority may require more frequent collection, dumpsters, or larger dumpsters to accommodate the garbage and refuse that accumulates at the food establishment.

Section 228.244. Facility and Operating Plans. Section 228.244 (a) is amended to read as follows:

- (a) When plans are required. A permit applicant or permit holder may be required to submit to the regulatory authority plans and specifications properly prepared by an engineer, architect, or as otherwise approved by the regulatory authority. Plans and specifications must be submitted for review and approval before:

Section 228.244. Facility and Operating Plans. Section 228.244 is amended by the addition of subsections (a-1) and (a-2) to read as follows:

- (a-1) Changes to plans and specifications. Any changes to the plans and specifications shall be submitted to the regulatory authority for approval.
- (a-2) Field Inspection. Prior to opening, the operator of the facility shall request a certificate of occupancy inspection from the regulatory authority. If deficiencies are found during this inspection, corrections must be made prior to opening, or as determined by the regulatory authority.

Section 228.247. Permit Requirement, Prerequisite for Operation. Section 228.247 is amended to renumber existing language as section (a) and add subsections (b), (c), (d) and (e) to read as follows:

- (a) A person may not operate a food establishment without a valid permit or license to operate issued by the regulatory authority.
- (b) Application. Any person desiring to operate a food establishment shall make written application and pay the appropriate fee for a permit provided by the regulatory authority. Such application shall include the applicant's full name; business address and whether such applicant is an individual or a business entity and if a business entity, its registered agent; the location and type of the proposed establishment; a menu of each food item that the applicant proposes to serve; an indication of the type of permit requested from those listed in subsection (c); and the signature of the applicant or applicants.
- (c) Permit types. Each food establishment must possess one of the following permits issued by the regulatory authority:
 - (1) Temporary Food Establishment Permit.
 - (A) An applicant for a temporary food establishment permit must submit their application and any required fees at least five (5) business days prior to the event. An administrative fee will apply to applications received after this deadline.

- (B) Establishments with a valid City of Plano food establishment permit must apply for a temporary permit when participating in an event. An administrative fee will apply.
 - (C) A permit fee waiver may be obtained if proof of charitable, non-profitable status is submitted with application; however, an administrative fee will apply.
 - (D) Food manufacturers must submit a copy of the state manufacturer's license with their application.
 - (E) The operation of a temporary food establishment may not exceed fourteen (14) consecutive days per event and must be in conjunction with a special event or celebration approved by the regulatory authority.
- (2) Annual temporary food permit.
 - (A) An annual temporary permit may only be issued to a food establishment that holds a valid City of Plano food permit issued under this ordinance.
 - (B) Application and fees for the annual temporary permit must be submitted at least five (5) business days prior to the first event. An administrative fee will apply to applications received after this deadline.
 - (C) Notification of additional events must be submitted at least five (5) business days prior to the event. Notifications received after these deadlines will be subject to an additional administrative fee.
 - (D) Participation in event where an annual temporary food permit holder has multiple booths will count as only one (1) event toward the limit of twenty-five (25) temporary events.
- (3) Seasonal Temporary Food Permit
 - (A) Seasonal permit applications and fees must be submitted at least five (5) business days prior to the start date. An administrative fee will apply to applications submitted after this deadline.
 - (B) Vendors with seasonal permit(s) may not operate at the same location for more than forty-five (45) consecutive days during the same calendar year.
- (4) Annual Permit.

Inspection; issuance of permit. Upon receipt of such an application and fees, the regulatory authority shall make an inspection of the establishment to determine compliance with the provisions of this ordinance. When the inspection reveals that the applicable requirements of this ordinance have been met, a permit shall be issued to the applicant by the regulatory authority.
- (5) Farmer's Market Permit.

Inspection; issuance of permit. Upon receipt of such an application and fees, the regulatory authority shall make an inspection of the establishment to determine compliance with the provisions of this ordinance. When inspection

reveals that the applicable requirements of this article have been met, a permit shall be issued to the applicant by the regulatory authority.

- (d) **Permit Not Transferable.** A permit may not be transferred from one person to another person, from one food establishment to another, or from one type of operation to another if the food operation changes from the type of operation specified in the permit and the change in operation is not approved.
- (e) **Permit fees are non-refundable.**

Section 228.252. Imminent Health Hazard. Section 228.252 (a)(1) is amended to read as follows:

- (1) Except as specified in paragraph (2) of this subsection, a food establishment shall immediately discontinue operations and notify the regulatory authority within 45 minutes of having knowledge of an imminent health hazard because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.

Section 228.253. Priority Item/Priority Foundation Item, Time Frame for Correction. Section 228.253 (b)(3) is amended to read as follows:

- (3) When the total cumulative demerit value of an establishment exceeds 30 demerits, the establishment shall initiate immediate corrective action on all identified priority items and/or priority foundation items and shall initiate corrective action on all other violations within 48 hours. One or more re-inspections shall be conducted at reasonable time intervals to assure correction. A re-inspection fee shall be assessed for inspections after the first re-inspection. If the required corrective action has not taken place by the re-inspection date(s), the establishment may be subject to additional compliance inspections. A fee shall be assessed for required compliance inspection(s).

Section 229.255. Examination and Detention of Food. Section 228.255 is amended to read as follows:

- (a) The regulatory authority may examine and collect samples of food as often as necessary for the enforcement of this code. A receipt for samples shall be issued by the regulatory authority.
- (b) The regulatory authority shall, upon written notice to the owner or person in charge specifying the reason therefore, condemn, denature or destroy, or place under

detention any food which it has probable cause to believe is unapproved, adulterated, or misbranded in accordance with the provisions of the Texas Food, Drug, and Cosmetic Act, Health and Safety Code, Chapter 431. Under a hold order, food shall be allowed to be suitably stored.

- (c) It shall be an offense for any person to remove or alter a hold order, notice, or tag placed on food by the regulatory authority, and neither food nor the containers shall be relabeled, repacked, reprocessed, altered, disposed of or destroyed without the permission of the regulatory authority.
- (d) After the owner or person in charge has been afforded an appeal as provided for in section 9-5 and has either (1) presented evidence in said appeal and received a ruling from the appellate body or (2) has failed to properly perfect the appeal within five (5) business days, the regulatory authority may
 - (1) Cancel the hold order;
 - (2) Oversee the disposal of the food placed under the hold order; or
 - (3) Direct the owner or person in charge to bring it into compliance with the provisions of this ordinance.

Sec. 9-2. – Farmer’s Markets

- (a) All farmer’s markets and each vendor attending a farmer’s market shall comply with the requirements of this chapter, unless otherwise restricted by applicable state or federal law.
- (b) Responsibility, assignment.
 - (1) The farmer’s market permit holder shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the farmer’s market during all hours of operation. The person in charge shall provide proof of successfully passing an ANSI-Accredited certified food protection managers’ course upon request.
 - (2) Farmer’s market vendors that offer, sell, sample, or distribute temperature control for safety (TCS) food shall have a person in charge that can provide proof upon request of successfully passing a Texas Department of State Health Services (TDSHS) recognized certified food handler course. Food vendors that offer, sell, or distribute only prepackaged non-TCS food and plants, nuts in the shell, or whole, raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption, are exempt from the certified food handler requirement.
 - (3) The person in charge of the farmer’s market shall maintain, and provide upon request, a list of all farmer’s market vendors. The list shall be maintained for at least ninety (90) calendar days from the date of the end of the market. This list shall include:
 - (A) The name, address, and phone number of each vendor;
 - (B) The date(s) the vendor operated at the farmer’s market;
 - (C) A list of the food offered by vendor for each date operated at the farmer’s market;
 - (D) A copy of any applicable permit(s) held by the vendor; and

- (E) The address or location of each food item's origin, including information on where the food was grown, cultivated or otherwise obtained by the vendor.
- (c) Food.
 - (1) Preventing contamination.
 - (A) Food display. Except for plants, nuts in the shell, and whole, raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption, food on display shall be protected from contamination by use of packaging; counter, service line, or sneeze guards that comply with National Sanitation Foundation (NSF) or equivalent standards; be in completely enclosed display cases accessible only to farmer's market vendor staff; or by other means approved by the regulatory authority.
 - (B) A food establishment shall have written procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces at the food establishment. The procedures shall address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, consumers, food, and surfaces to vomitus or fecal matter. This procedure shall be available to the regulatory authority upon demand. Applicable equipment needed by the procedure shall be available on-site at all times.
 - (2) Approved source. Only food from an approved source as defined in this ordinance, or cottage food prepared in a private residence, may be offered at a farmer's market.
 - (3) Prohibited items. Fish, foraged food, game animals, gleaned food, and non-pasteurized dairy items that are not from an approved source are prohibited at a farmer's market.
 - (4) Temperature requirements. Food temperatures must be in compliance with this ordinance. Equipment used to hold food shall maintain required temperatures for the duration of the farmer's market.
 - (A) Meats and poultry shall be maintained at or below forty-one (41) degrees Fahrenheit for the duration of the market, and also while being transported to the market.
 - (B) Eggs, and refrigerated dairy items shall be maintained at or below forty-five (45) degrees Fahrenheit during transport to the market and for the duration of the market.
 - (5) Sampling. Sampling is allowed when it complies with the following requirements:
 - (A) Food shall be offered to the consumer in individual servings and shall not be offered on a self-service basis. If samples are prepared in advance, they must be prepared in a facility that is in compliance with a valid permit issued by the regulatory authority. If the facility is located outside the City of Plano a copy of the most recent inspection for the facility must be provided to the regulatory authority. Samples shall be completely covered or enclosed until given to the consumer.
 - (B) Only single-service articles may be given to the consumer.

- (C) At least one (1) thermometer accurate to +/- two (2) degrees Fahrenheit shall be on-site for each piece of equipment used to hold proper temperatures.
 - (D) Approved handwashing facilities are required for any farmer's market vendor conducting sampling.
- (6) Animals, prohibition.
 - (A) Except as specified in subparagraph (B), or as otherwise allowed by law, live animals, pets, and comfort animals are not allowed on the premises of a farmer's market.
 - (B) Live animals may be allowed if a health or safety hazard will not result from the presence of activities of the animals in the following situations:
 - (i) patrol dogs accompanying police or security officers; or,
 - (ii) service animals under physical control of the owner.
 - (C) Animals may not be vended, sold, offered for adoption, or given away at a farmer's market.
- (d) Equipment, utensils and facilities.
 - (1) Functionality of Equipment.
 - (A) Equipment used to keep food frozen or refrigerated shall comply with this code, and shall be able to maintain required temperatures for the duration of operations.
 - (B) Tables used within the vending area shall be made of non-porous material and be easily cleanable.
 - (2) Equipment, numbers and capacities.
 - (A) Where required, at least one (1) hand washing facility, which shall include a container with a spigot that provides potable, clean, warm water; a wastewater container; soap; disposable towels; and a waste receptacle, shall be located within twenty-five (25) linear feet of each vendor approved to conduct sampling operations.
 - (B) A hand wash facility is not required for vendors with only pre-packaged products and plants, nuts in the shell, and whole, raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption.
 - (C) Each farmer's market vendor shall provide a refuse receptacle. Receptacles shall be non-porous and insect and rodent resistant. All refuse shall be disposed of offsite from the farmer's market to prevent pests, and shall be no less than once per day.
 - (i) There shall be a sufficient number of receptacles to hold all the refuse that accumulates. The regulatory authority may require more frequent collection, dumpsters, or larger dumpsters to accommodate the refuse that accumulates at the food establishment.
 - (ii) Suitable facilities, including hot water and detergent or steam, shall be provided and used for washing refuse containers. Power washing and contracted cleaning services shall be performed as needed. Liquid waste from compacting or cleaning operations shall be disposed of in a sanitary sewer.

- (iii) It shall be an offense for liquid waste to be discharged to a storm drain.
- (3) Physical facilities.
 - (A) Floor construction. Floors and floor coverings of all vending areas shall be located on a concrete or asphalt surface providing adequate drainage.
 - (B) Vending areas shall be covered, free of pests, and capable of providing shelter for vendors and customers.
- (e) Plans review. Each person desiring to operate a farmer's market shall submit the following to the regulatory authority at least five (5) business days prior to the proposed start date of the farmer's market:
 - (1) A farmer's market permit application;
 - (2) A floor plan or diagram of the farmer's market location and layout, including the area reserved for vendors;
 - (3) An equipment list;
 - (4) A list of food proposed to be offered or vended;
 - (5) Proof of food origin by providing a copy of a current manufacturer's license, providing a copy of a storage license, or providing a description of the approved source at where food will be obtained;
 - (6) A copy of approved food label(s), where applicable; and
 - (7) A description of solid and liquid waste disposal methods.

Sec. 9-3. – Authority.

- (a) The provisions of this chapter shall be enforced by the Director of Environmental Health and Sustainability and his/her designees, who shall constitute the regulatory authority.
- (b) It shall be an offense for any person to prevent, interfere with, obstruct or give false information to the Director of Environmental Health & Sustainability or their designee in the lawful performance of his/her duties under this chapter, state, local, or federal law.

Sec. 9-4. – Suspension, Revocation of Permit

- (a) Suspension of permit.
 - (1) Emergency suspension. If the regulatory authority finds a condition constituting an imminent health hazard or that a public health nuisance, as that term is defined in Health and Safety Code §341.011, exists in an establishment operating under a valid permit issued by the regulatory authority, the regulatory authority may issue a summary suspension of said permit without prior warning, notice, or hearing. The notice shall:
 - (A) State the reasons for the suspension;
 - (B) State the evidence that the permit holder shall provide in order to demonstrate that the reasons for suspension have been eliminated;
 - (C) State that the permit holder may request an appeal hearing by submitting a timely request to the regulatory authority pursuant to section 9-5 of this code; and
 - (D) Provide the name and the address of the regulatory authority representative to whom a request for appeal hearing may be made.

- (2) General suspension. If the regulatory authority finds a condition constituting a public health nuisance, as defined in Health and Safety Code § 341.011, but not constituting an immediate health hazard to the public health exists in the operation of an establishment operating under a valid permit issued by the regulatory authority, he or she may issue a written notice ordering abatement of the nuisance to any person responsible for the nuisance. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of this division, the permit holder or operator shall be notified in writing that the permit is, upon receipt of the suspension notice, immediately suspended, and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the permit holder within five (5) business days.
- (3) The issuance of a suspension shall be a remedy in addition to, and not in lieu of, any penalty authorized under paragraph (b) of this section, and shall not limit any other rights of the regulatory authority to pursue other actions or remedies to address any violation of the provisions of this ordinance.
- (4) Reinstatement of suspended permit. Any person whose permit has been suspended may, not more than sixty (60) days after the date of suspension, make application for a re-inspection for the purpose of reinstating the permit. Within ten (10) business days following receipt of a written request, including a statement signed by the applicant that in his opinion the condition causing the suspension of the permit has been corrected, the regulatory authority shall make a re-inspection. If the applicant is complying with the requirements of this ordinance, the permit shall be reinstated.

(b) Revocation of permit.

If a permit holder has been issued more than three (3) Notices of Violation pertaining to any of the requirements of this chapter during a 12-month period, a permit may be permanently revoked after an opportunity for a hearing has been provided by the regulatory authority. Prior to such action, the regulatory authority shall notify the permit holder in writing, stating the reasons that the permit should be permanently revoked. The permit shall be revoked at the end of five (5) business days following service of this notice, unless a request for a hearing is filed with the regulatory authority by the permit holder within such five-day period.

Sec. 9-5. – *Appeal of Decision.*

- (a) An appeal may be made from the decision of the regulatory authority, under this chapter. An appeal must be made in writing to the city manager or his designee no later than five (5) business days after notice of the complained-of action or decision has been received by the appellant. The appeal shall:
 - (1) set forth the decision of the regulatory authority complained of;
 - (2) contain any documents and argument on this issue for the city manager or his designee to consider;

- (3) if applicable, discuss any emergency or exigent circumstances that appellant believes are material to when the hearing should be set.
- (b) A hearing shall be scheduled at a time and place designated by the city manager or his designee no later than five (5) business days after receiving an appeal that conforms with the requirements of this section, and the city manager or his designee's written decision shall be furnished to the appellant no later than five (5) business days after the date of the hearing.

Sec. 9-6. – Fees

- (a) All fees for this chapter shall be reviewed, set and adopted by the city council.
- (b) The Director of Environmental Health & Sustainability or their designee shall have the authority to reduce, refund, or waive fees under this chapter.

Sec. 9-7. – Penalty.

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

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

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

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

Section VI. This Ordinance shall have a delayed effective date of July 1, 2018. This Ordinance shall be published upon passage as required by law.

DULY PASSED AND APPROVED this the 23rd day of April 2018 to become effective on July 1, 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: 4/23/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Public Hearing and adoption of Ordinance No. 2018-4-7 to prohibit the use of designated groundwater from beneath a 1.2 acre tract of land located at 1020 West Park Boulevard, providing a penalty clause, a savings clause, a severability clause, a publication clause, and providing an effective date. **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: This item has no financial impact.

SUMMARY OF ITEM

Regulatory Jurisdiction

In Texas, the Texas Commission on Environmental Quality (TCEQ) has regulatory authority to address the environmental issues communicated to the City. The TCEQ administers the Texas Risk Reduction Program (TRRP; 30 TAC §350) which provides guidance and requirements for property owners to resolve releases such as those at the Designated Property.

Through its regulatory programs, the TCEQ requires an evaluation of risk associated with multiple potential exposure pathways. One of these potential exposure pathways is the potable use of shallow groundwater. If it can be demonstrated through a recorded restriction such as a Municipal Setting Designation (MSD) ordinance that potable use is prohibited, this one exposure pathway assumption can be removed and the next most stringent exposure pathway will be applicable. The TCEQ can certify an MSD application only if there is support from the municipality.

To establish an MSD, a property owner must request the municipality to adopt an ordinance to restrict the use of the groundwater. Only after this and additional TCEQ-required steps are completed, will the TCEQ consider certification of the MSD for use in the regulatory process.

MSD Property

The Applicant has entered the Designated Property at 1020 West Park Blvd (Location Map) into the TCEQ Voluntary Cleanup Program (VCP) to pursue closure. As required by the City of Plano, the Applicant engaged a licensed professional to certify the nature and extent of impact to soil and groundwater at the Designated Property.

Bank of Hope has requested an MSD be established to prohibit potable use of the groundwater within the Designated Property. If the ordinance is approved by the City Council, the TCEQ would then remove the potable groundwater-ingestion pathways from consideration as part of the regulatory closure process and all other complete exposure pathways would continue to be evaluated by the TCEQ as part of their review.

A public meeting was held on March 21, 2018 and a public hearing is included with this agenda item. The public hearing tonight will allow the public to provide input to the Council regarding this request.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	4/17/2018	Memo
Location Map	1/31/2018	Map
Ordinance	4/16/2018	Ordinance
Presentation	4/13/2018	Informational

Date: April 23, 2018

To: Bruce D. Glasscock
City Manager

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

Subject: **Public Hearing and Adoption of an Ordinance; Municipal Setting Designation (MSD) – 1020 West Park Boulevard**

Bank of Hope is working with the Texas Commission on Environmental Quality (TCEQ) to address contamination on a 1.2 acre tract located at 1020 West Park Boulevard. Bank of Hope has requested a Municipal Setting Designation (MSD) be established for this site.

The Engineering Department has confirmed that the public drinking water supply supplies potable water to the MSD property and all surrounding properties within one-half mile of the property in question. There is a well cluster within the ½ mile limits of the property, but all wells are plugged and not in use.

The adoption of an ordinance by the City of Plano indicates the property will be restricted from using groundwater for potable uses. The adoption of this ordinance does NOT excuse the applicant from cleanup activities such as removing the surface soil or reducing other risks to the public that may be required by the Texas Commission on Environmental Quality (TCEQ).

The Engineering Department recommends adoption of the ordinance restricting the use of groundwater from the Municipal Setting (MSD) area.

The following is a brief timeline and links to additional information:

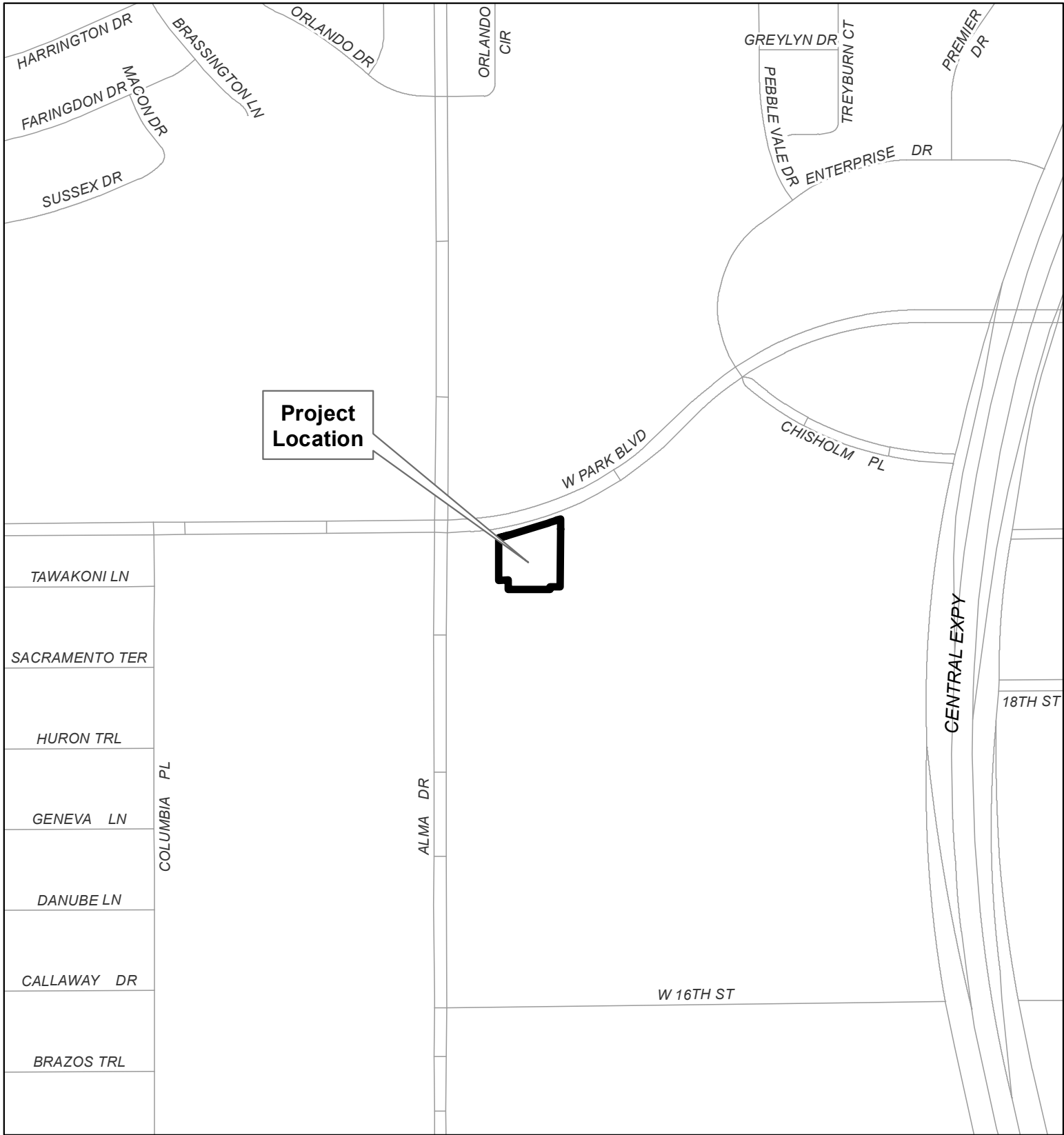
March 21, 2018 – Public Meeting

April 23, 2018 – Public Hearing at City Council

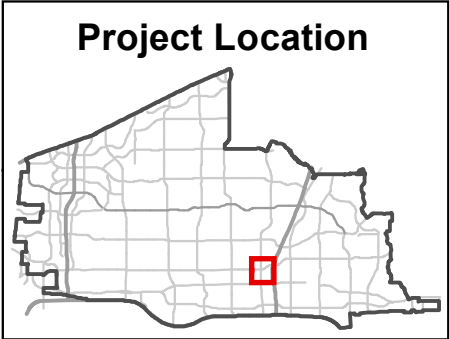
April 23, 2018 – Consideration of an Ordinance restricting groundwater use

April 23, 2018 – Consideration of a Resolution of support for an MSD

TCEQ General Information – Municipal Setting Designation: A Guide for Cities – Link to pdf – https://www.tceq.texas.gov/assets/public/comm_exec/pubs/qi/qi-326.pdf



Municipal Setting Designation (MSD) 1020 West Park Boulevard



An Ordinance of the City of Plano, Texas prohibiting the use of designated groundwater from beneath a 1.2 acre tract of land located at 1020 West Park Boulevard, providing a penalty clause, a savings clause, a severability clause, a publication clause, and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, the City Council finds that:

- (1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;
- (2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the City of Plano;
- (3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and
- (4) this municipal setting designation ordinance is necessary because the concentration of chemicals of concern exceed concentrations safe for human ingestion; and

WHEREAS, the City Council, in accordance with the Charter of the City of Plano and the state law, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance.

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

Section I. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit “A”, attached to the ordinance.

Section II. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

Section III. That use of the designated groundwater from beneath the designated property as potable water, as defined in Section 361.801(2) of the Texas Health and Safety Code, are prohibited for the following:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

Section IV. That the City Council supports the application to the Texas Commission on Environmental Quality for certification of a Municipal Setting Designation for the designated property.

Section V. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the City of Plano; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

Section VI. That approval of this municipal setting designation ordinance shall not be construed to subject the City of Plano to any responsibility or liability for any injury to persons or damages to property caused by any chemical of concern.

Section VII. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the Director of Engineering with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Plano's geographic information system.

Section VIII. That within 60 days after adoption of this municipal setting designation ordinance, the Director of Engineering shall cause to be filed a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

Section IX. That within 60 days after adoption of this municipal setting designation ordinance, the Director of Engineering shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the Director of Engineering shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

Section X. That the applicant shall provide the Director of Engineering with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

Section XI. That by no later than April 23, 2020, the applicant shall provide the Director of Engineering with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality. Upon the applicant's failure to comply with this

requirement, the Director of Engineering may, for good cause, take any of the following actions:

- (1) Allow additional time to complete required investigations or response actions;
- (2) Request a review by the Texas Commission on Environmental Quality;
- (3) Recommend to the City Council that this municipal setting designation ordinance be repealed;
- (4) Request additional information or documentation from the applicant; or
- (5) Pursue other actions that the Director of Engineering believes may be warranted.

Section XII. That the applicant shall notify the Director of Engineering in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

Section XIII. That the Director of Engineering shall correct the City of Plano's Zoning District Map to reflect the imposition of this municipal setting designation ordinance on the designated property and the designated groundwater.

Section XIV. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

Section XV. 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 provision of any Ordinances at the time of passage of this Ordinance.

Section XVI. 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 unconstitutionality of any other portion of this Ordinance.

Section XVII. That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Plano, and it is accordingly so ordained.

DULY PASSED AND APPROVED this the 23rd day of April, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS

Exhibit "A"

Being all of Lot 2, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet O, Page 627, of the Plat Records of Collin County, Texas, and being the same tract of land conveyed to Baha Capital Enterprises, Inc., by deed recorded in Instrument No. 2013001001370460, of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 Inch Iron rod found for corner, said corner being in the Southerly line of Park Boulevard (variable width right-of-way), and being the Northwest corner of Lot 4, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 457, of the Plat Records of Collin County, Texas;

THENCE South 01 degrees 21 minutes 40 seconds West, along the West line of said Lot 4, a distance of 255.03 feet to a 1/2 Inch Iron rod set with yellow cap stamped CBG Surveying for corner, said corner being in the Northerly line of Lot 3 in said Chisholm Place (Vol. 2015, Pg. 457);

THENCE North 88 degrees 38 minutes 20 seconds West, along the Northerly line of said Lot 3, a distance of 37.92 feet to an "X" found in concrete for corner;

THENCE South 01 degrees 21 minutes 40 seconds West, continuing along the Northerly line of said Lot 3, a distance of 8.88 feet to an "X" set in concrete for corner;

THENCE North 88 degrees 38 minutes 20 seconds West, continuing along the Northerly line of said Lot 3, a distance of 158.88 feet to an "X" set in concrete for corner;

THENCE North 01 degrees 21 minutes 40 seconds East, continuing along the Northerly line of said Lot 3, a distance of 34.08 feet to a point for corner;

THENCE North 88 degrees 38 minutes 20 seconds West, continuing along the Northerly line of said Lot 3, a distance of 37.50 feet to a 1/2 Inch Iron rod found for corner;

THENCE North 01 degrees 21 minutes 40 seconds East, continuing along the Northerly line of said Lot 3, a distance of 2.40 feet to a 1/2 Inch Iron rod found for corner, said corner being the Southeast corner of Lot 1, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 381, of the Plat Records of Collin County, Texas;

THENCE North 01 degrees 21 minutes 40 seconds East, along the East line of said Lot 1, a distance of 168.28 feet to an "X" set in concrete for corner, said corner being in the Southerly line of said Park Boulevard and being in a nontangent curve to the left, having a radius of 1228.10 feet, a delta of 02 degrees 05 minutes 36 seconds and a chord bearing and distance that bears North 81 degrees 52 minutes 49 seconds East, 44.88 feet;

THENCE along the Southerly line of said Park Boulevard and along said curve to the left, an arc length of 44.89 feet to a point for corner;

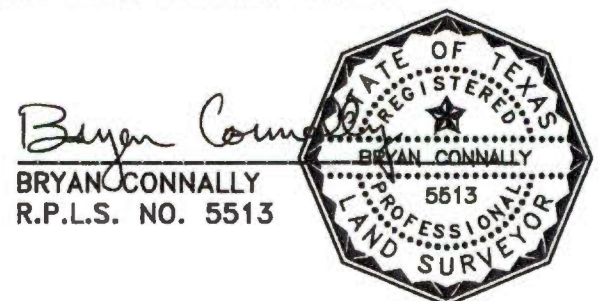
THENCE North 73 degrees 30 minutes 49 seconds East, continuing along the Southerly line of said Park Boulevard, a distance of 147.60 feet to a point for corner, said corner being in a tangent curve to the left, having a radius of 1218.10 feet, a delta of 02 degrees 26 minutes 46 seconds and a chord bearing and distance that bears North 72 degrees 38 minutes 00 seconds East, 52.00 feet;

THENCE continuing along the Southerly line of said Park Boulevard and along said curve to the left, an arc length of 52.00 feet to the POINT OF BEGINNING and containing 51,285.62 square feet or 1.18 acres of land.

GENERAL NOTES:

1) BEARINGS ARE BASED ON PLAT RECORDED IN CAB. O, PG. 627, PLAT RECORDS, COLLIN COUNTY, TEXAS.

2) THIS SURVEY IS MADE IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE CLIENT. CBG SURVEYING, INC. HAS NOT RESEARCHED THE LAND TITLE RECORDS FOR THE EXISTENCE OF EASEMENTS, RESTRICTIVE COVENANTS OR OTHER ENCUMBRANCES.



BRYAN CONNALLY
R.P.L.S. NO. 5513

SHEET 1 OF 3
JOB NO. 1700043
DRAWN BY: R.G.
DATE: 01/17/17



CBG Surveying, Inc.

PLANNING SURVEYING
12025 Shiloh Road • Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2216
Firm No. 10168800
www.cbginco.com

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS

The undersigned Registered Professional Land Surveyor (Bryan Connally) hereby certifies to the client, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 17th day of January, 2016


Bryan Connally
Registered Professional Land Surveyor No. 5513



CBG Surveying, Inc.

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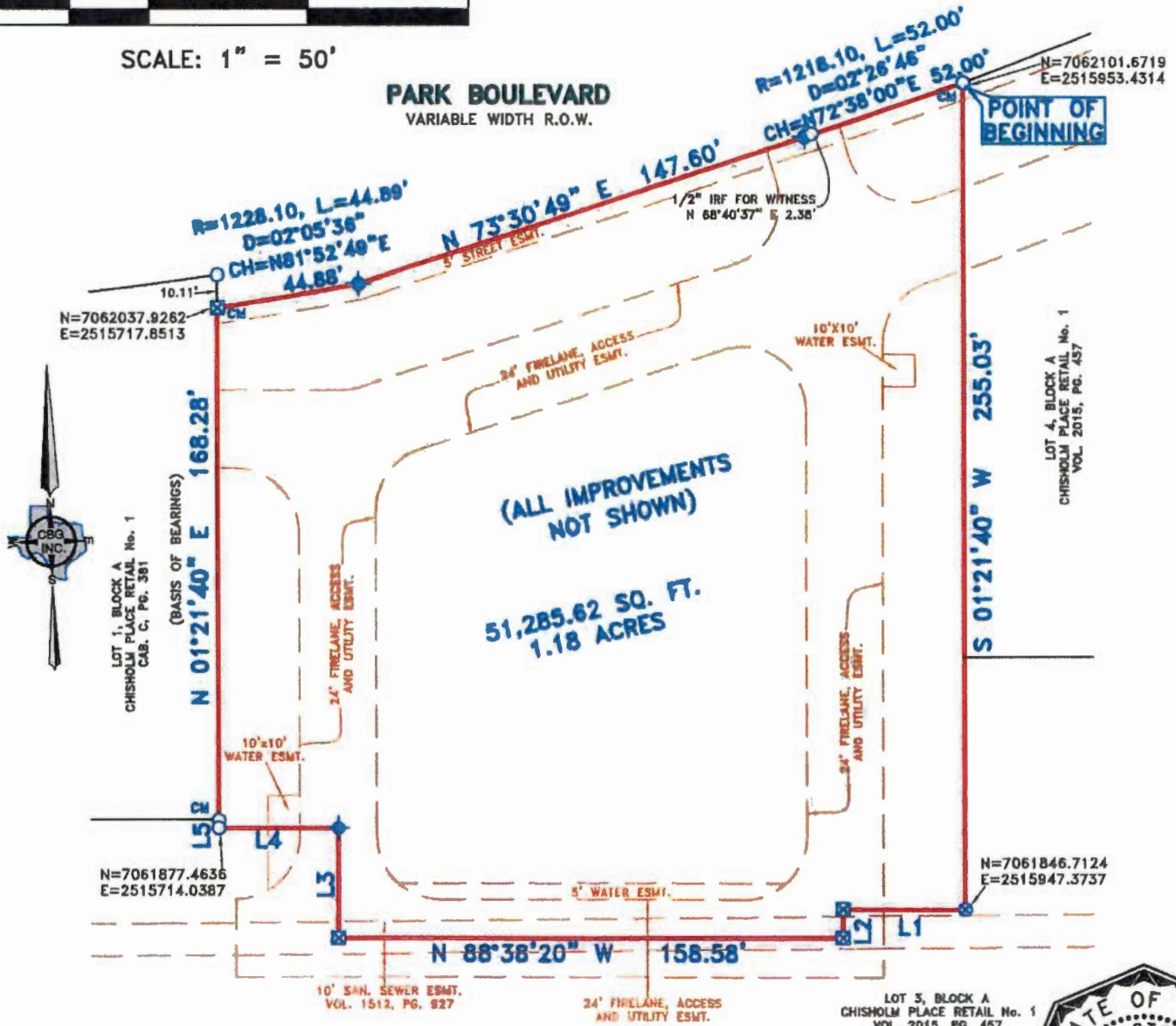
SHEET 2 OF 3
JOB NO. 1700043
DRAWN BY: R.G.
DATE: 01/17/17

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS



SCALE: 1" = 50'

PARK BOULEVARD
 VARIABLE WIDTH R.O.W.



LOT 1, BLOCK A
 CHISHOLM PLACE RETAIL No. 1
 C.A.B. C. PG. 381

LOT 4, BLOCK A
 CHISHOLM PLACE RETAIL No. 1
 VOL. 2015, PG. 457

LOT 3, BLOCK A
 CHISHOLM PLACE RETAIL No. 1
 VOL. 2015, PG. 457

- CM CONTROLLING MONUMENT
- 1/2" IRON ROD FOUND
- ⊗ 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- POINT FOR CORNER
- ⊠ "X" FOUND / SET

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 88°38'20" W	37.92'
L2	S 01°21'40" W	8.88'
L3	N 01°21'40" E	34.08'
L4	N 88°38'20" W	37.50'
L5	S 01°21'40" E	2.40'

Bryan Connally
BRYAN CONNALLY
 R.P.L.S. NO. 5513



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SHEET 3 OF 3
 JOB NO. 1700043
 DRAWN BY: R.G.
 DATE: 01/17/17

MSD Public Hearing

Former Dry Clean Super Center
1020 West Park Boulevard
Plano, Texas

April 23, 2018

What is an MSD?

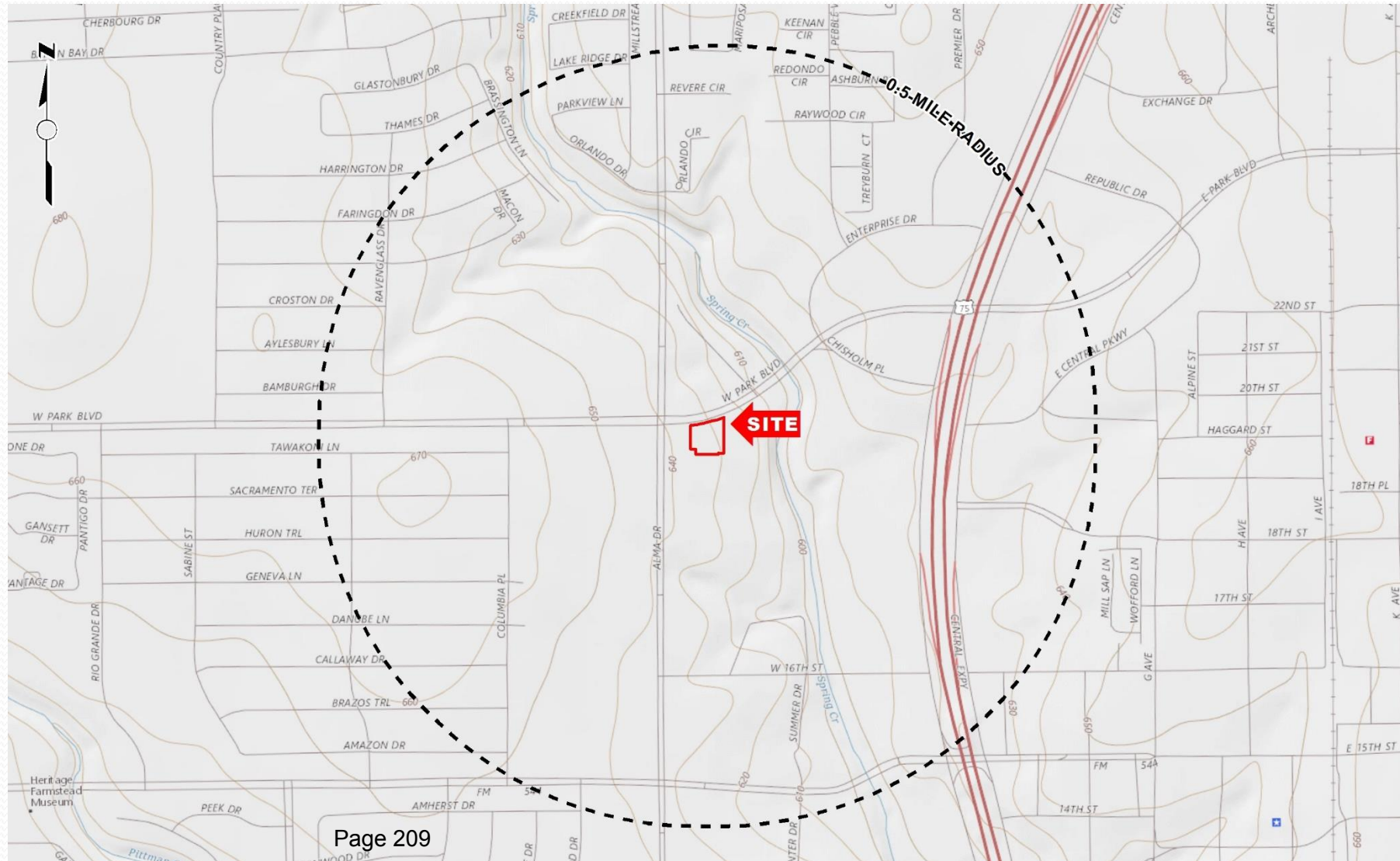
(Municipal Setting Designation)

- An ordinance affecting only the subject property (“Designated Property”).
- Restricts the use of groundwater from the Designated Property for potable purposes.
- Does not regulate any off-Site properties.

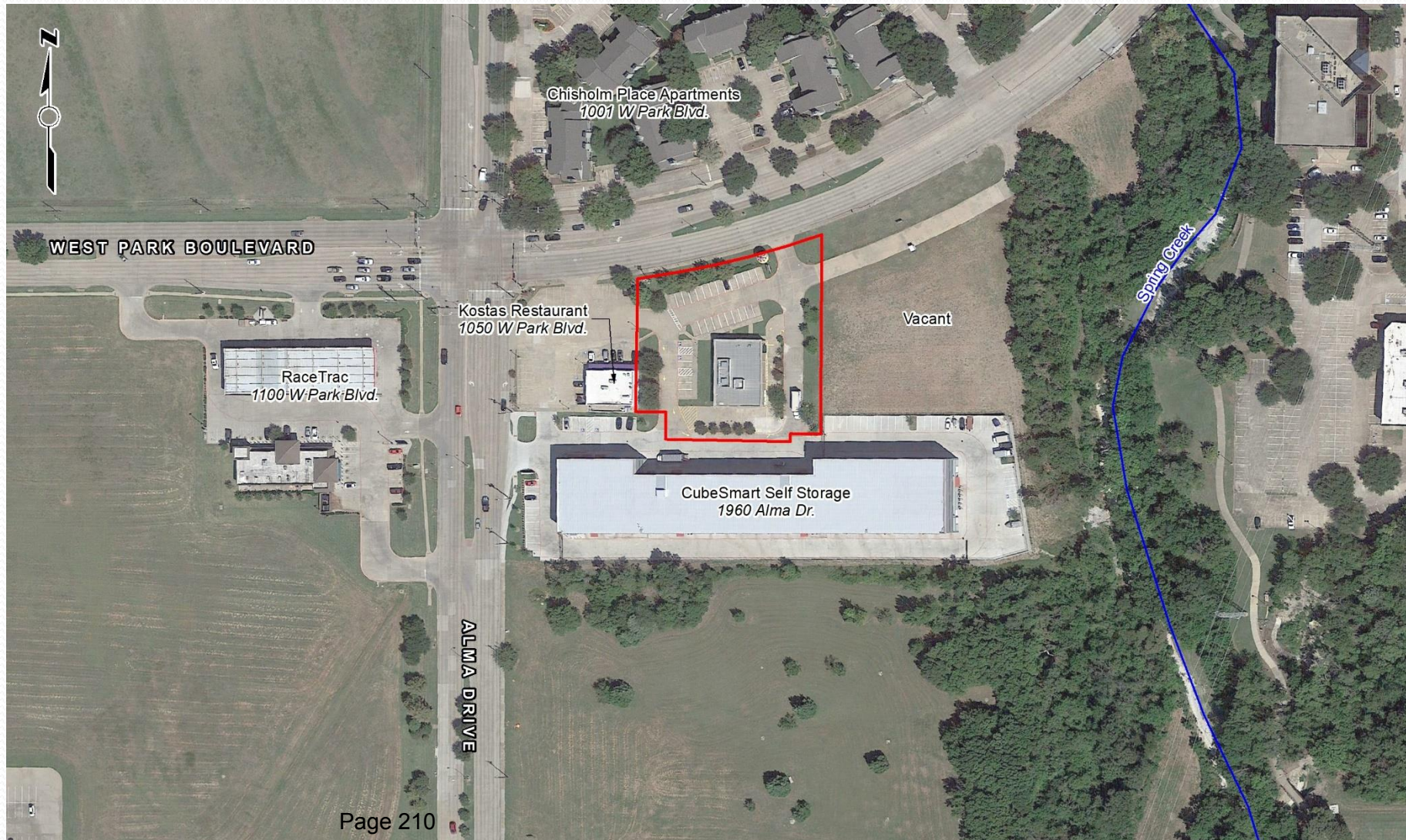
What Does the MSD Do?

- Recognizes that shallow groundwater in most urban settings is not used.
- Eliminates the need to cleanup groundwater to potable standards since it is not used.
- Is a tool used in projects under the jurisdiction of TCEQ Site Remediation Programs.
- Must be approved by the City and certified by TCEQ.

Site Location



Site Layout



Site Description

- 1.18 acres on West Park Blvd., west of Central Expressway.
- First developed in 2001 as Dry Clean Super Center, which operated from that time until 2015.
- Site investigations in 2012 discovered low levels of contamination in soil.
- Subsequent investigations in 2016 discovered contamination in groundwater by dry cleaning solvents (volatile organic compounds, VOCs).



Site Activities

- The Site entered the Voluntary Cleanup Program (VCP) in November 2016.
- The old dry cleaning equipment has been removed, low VOCs in soil around areas of former activities.
- The property was purchased by Empire Cleaning Corp. from the bank in June 2017.
- Empire intends to continue dry cleaning using a state-of-the-art closed-loop dry cleaning system.
- Empire is overseeing the investigation and closure of the PCE plume associated with the prior tenant through the VCP.

Site Pictures 2016



Former Dry Clean Super Center

East Adjacent Vacant Property



Site Photos 2018



Current Central Park Cleaners

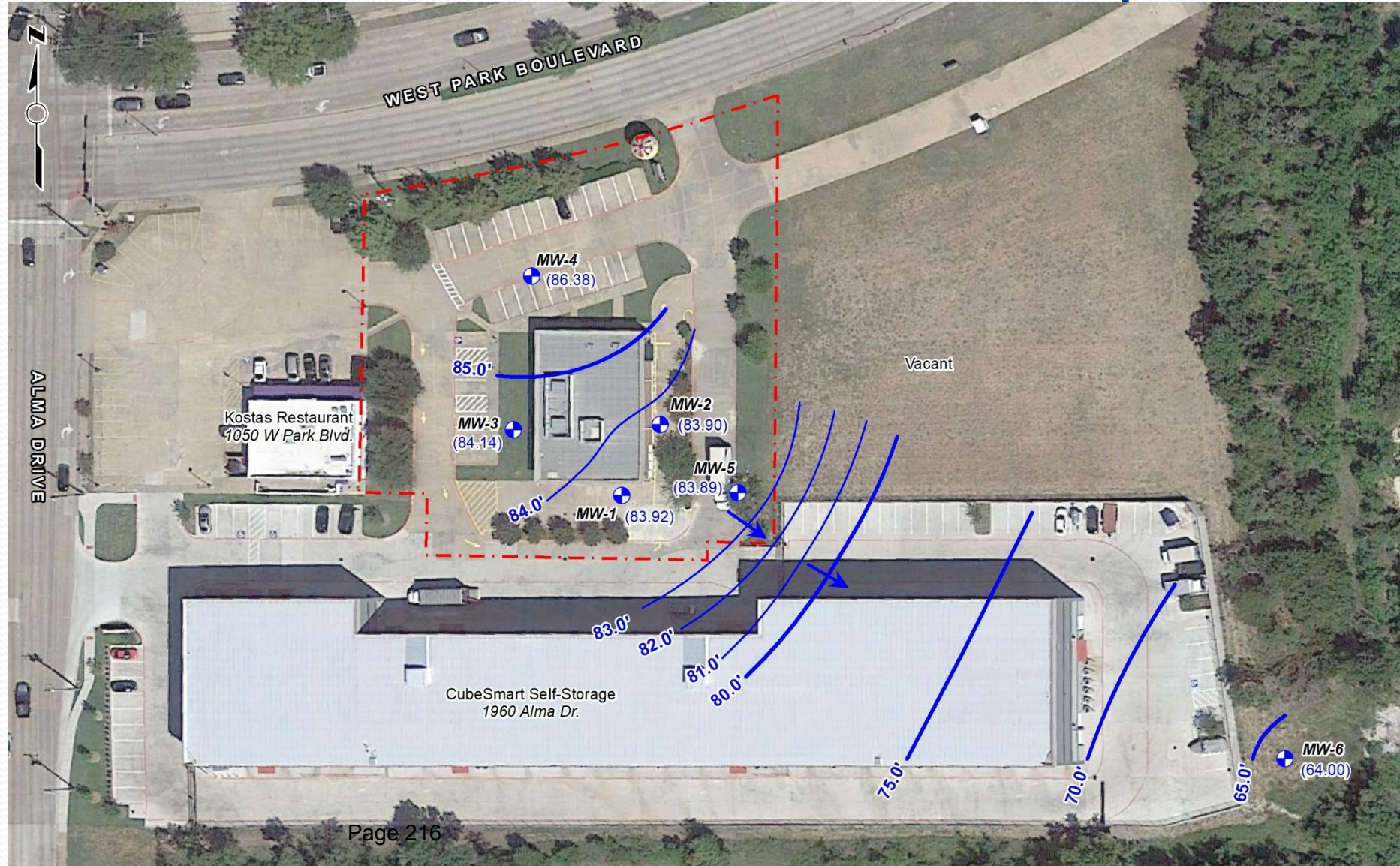
Recently Constructed
Storage Facility South of Site



Site Geohydrology

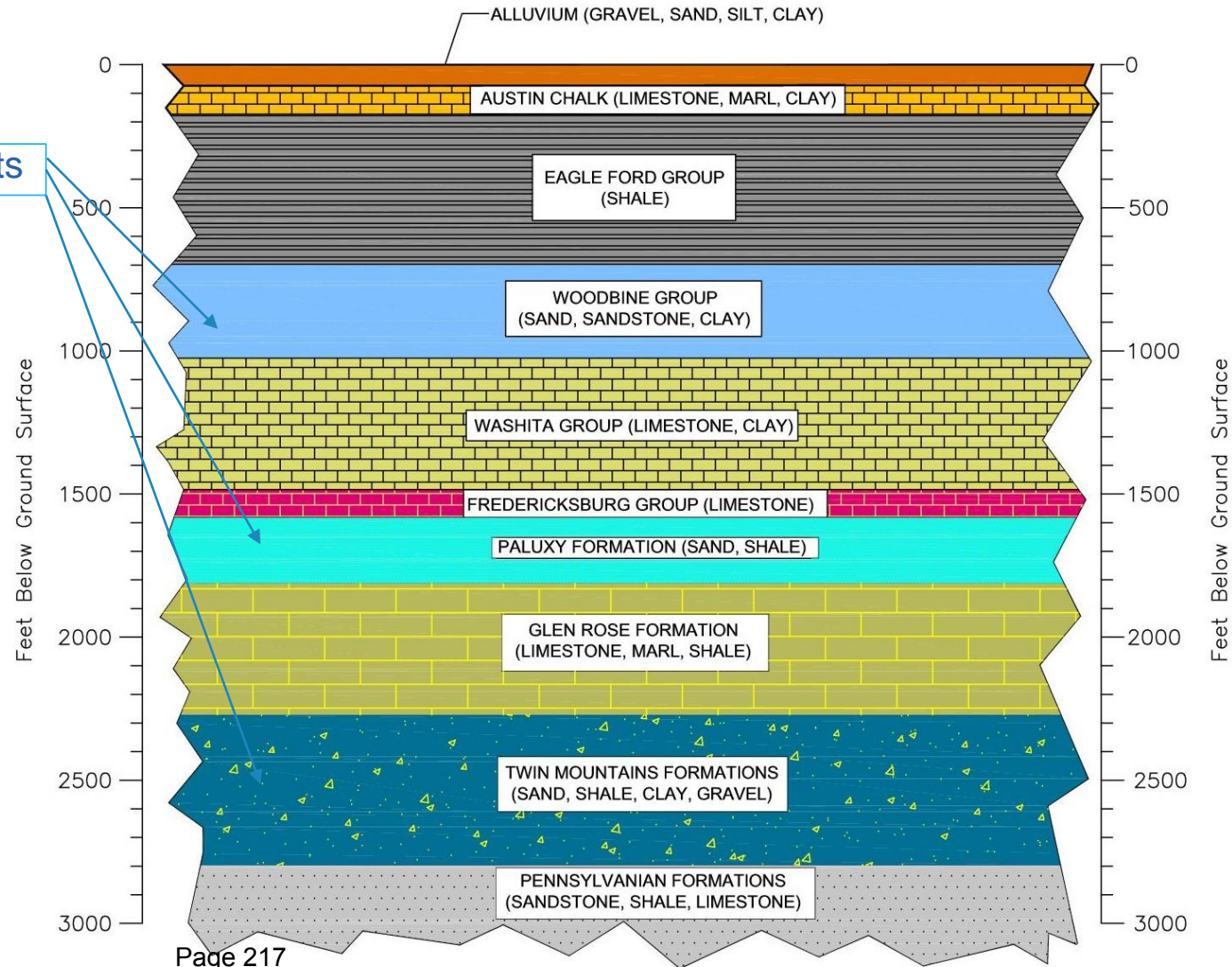
- Groundwater lies at depths of 12 feet to 16 feet.
- The Site is underlain by silty/sandy clay and clayey sand over chalk bedrock at 18-22 feet.
- Groundwater movement is relatively slow in the clayey soils.
- The groundwater migrates to the east/southeast towards Spring Creek 350 feet to the east.

Groundwater Gradient Map

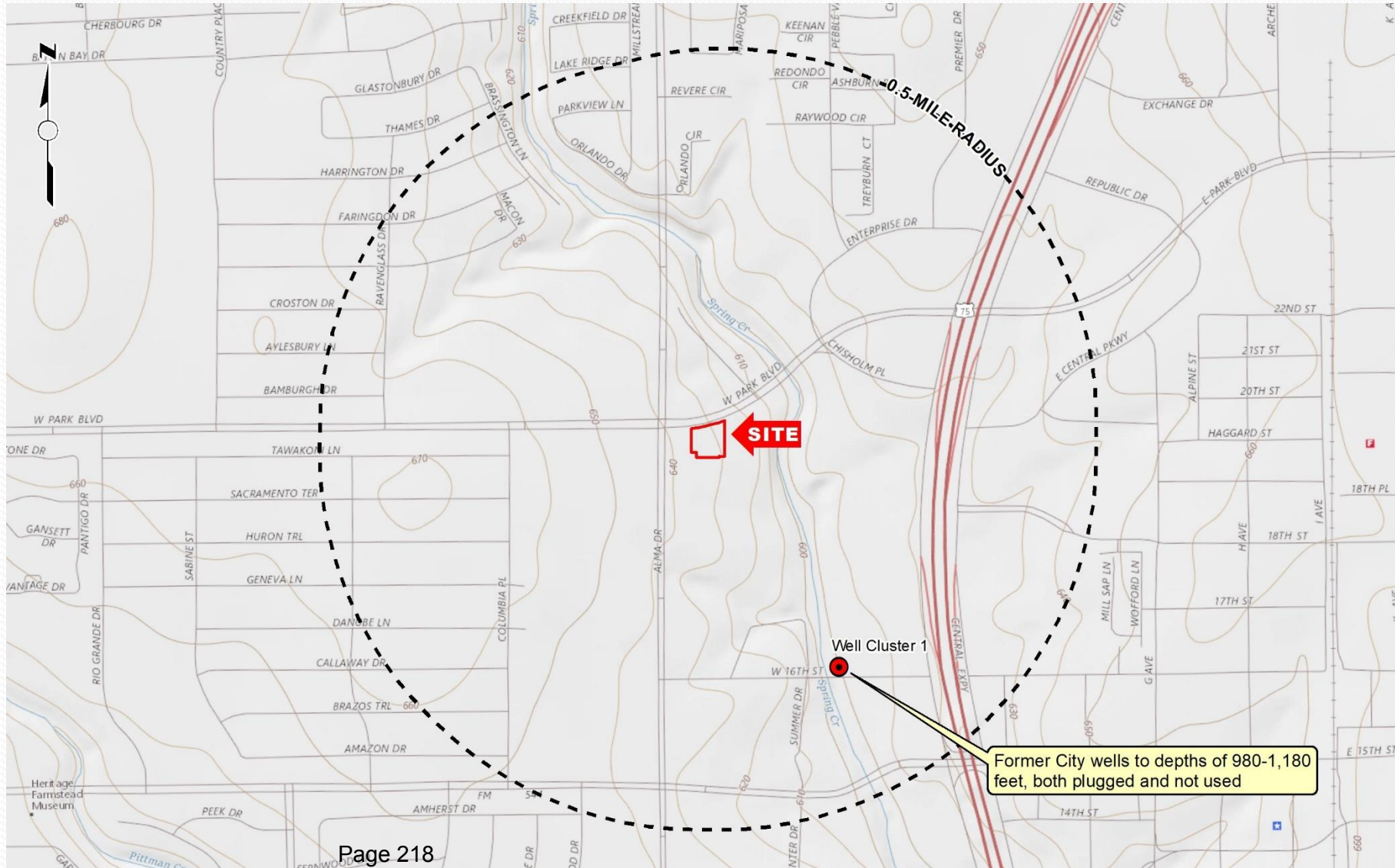


Typical Geologic Profile

Water-Bearing Geologic Units



Registered Water Wells Within ½ Mile



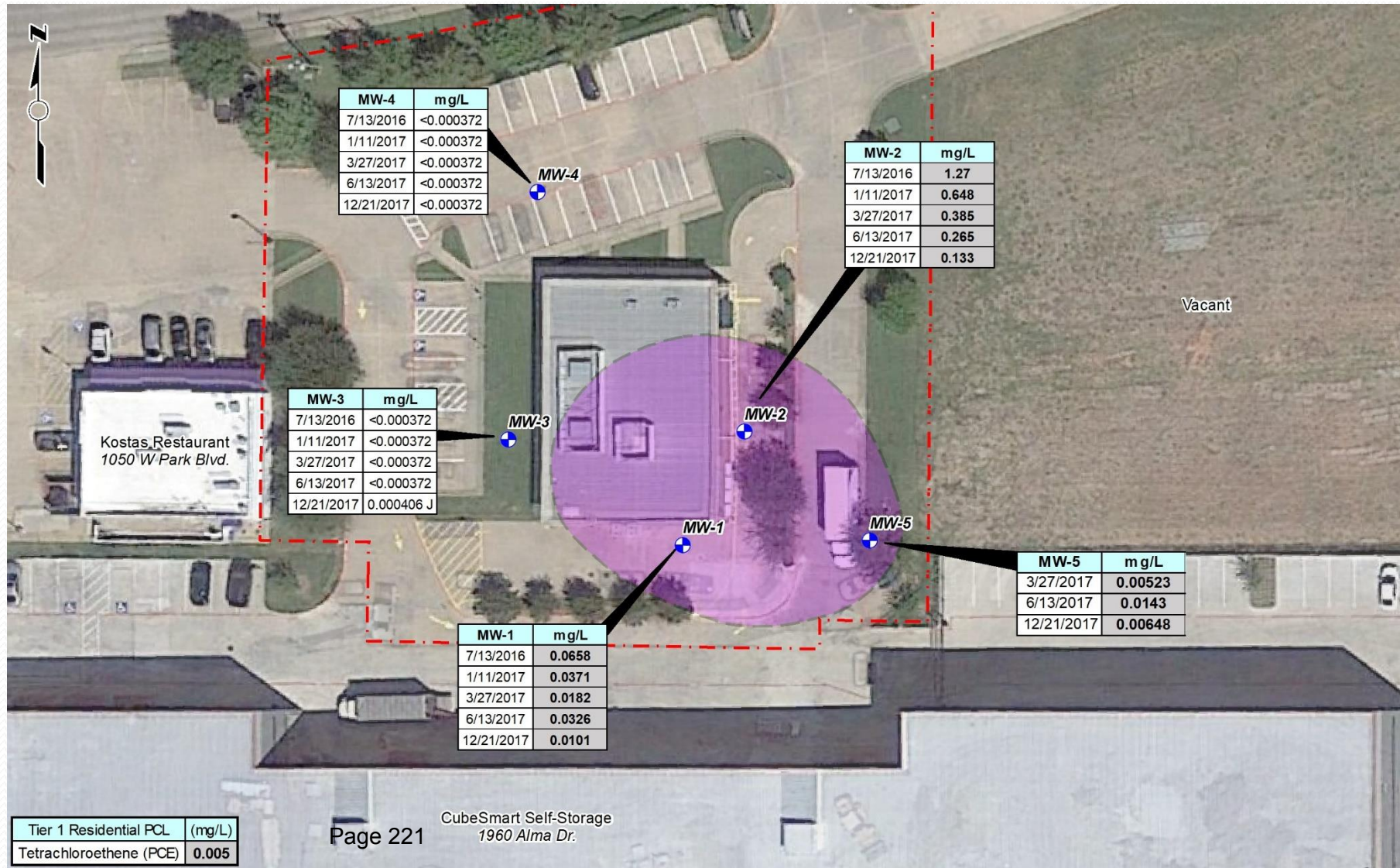
Source of Potable Water

- The Site and entire area is provided with potable water supplied by the City of Plano, which purchases water from NTMWD.
- NTMWD obtains its water from a series of surface water reservoirs; groundwater is not used for public water supply in Plano.

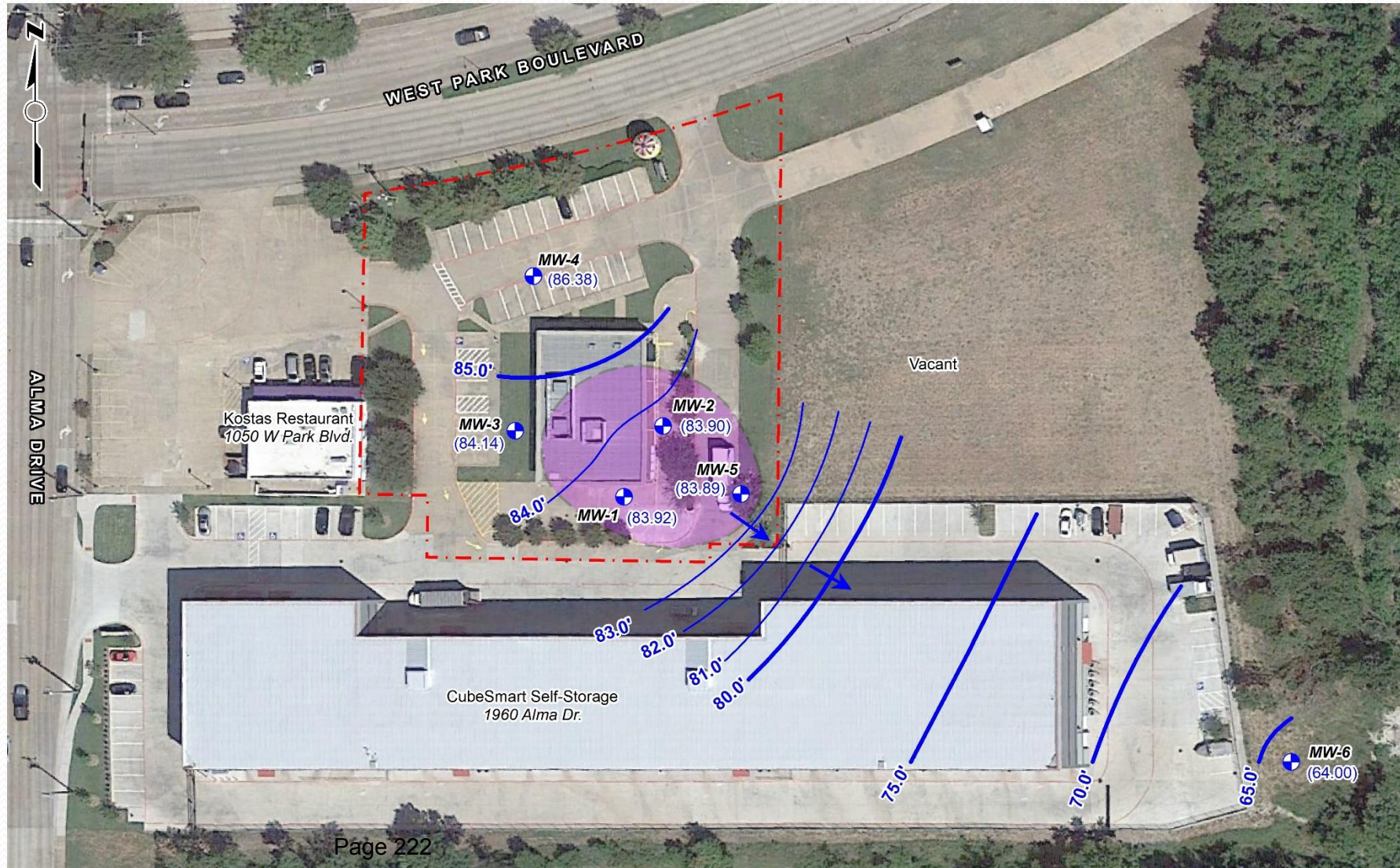
VOCs in Groundwater

- One dry cleaning solvent, tetrachloroethylene (PCE) was detected in groundwater above the drinking water (ingestion) PCLs.
- The plume has been delineated, and is almost entirely contained on-Site.
- Concentrations in wells are declining over time.

PCE Plume in Groundwater



PCE Plume in Groundwater



Site Summary

- The source of contamination is from a former dry cleaning tenant that ceased operations in 2015.
- A groundwater plume has migrated a short distance to the east/southeast toward Spring Creek.
- The plume has been delineated, and is located almost entirely on-site. Only PCE exceeds the ingestion cleanup standard for groundwater.
- Monitoring data indicates the plume is stable.

Site Summary (cont'd)

- No local water wells are affected or threatened.
- The creek is not affected or at risk.
- No local utilities are threatened (groundwater >5 feet deeper than utility lines).
- Closest residential properties are 250 ft. upgradient of the groundwater plume.
- The Site meets the City and State criteria for an MSD.

MSDs in Texas

- The MSD Program has been used to address urban contamination in Texas since 2004.
- TCEQ has certified over 370 MSD Sites through 2017.
- Over 50 municipalities in Texas have taken advantage of the MSD to address historical contamination and bring contaminated properties back into play.
- The MSD is one tool used to address contamination in groundwater only.
- All other exposure routes and receptors (soil, surface water, vapors) are addressed through the VCP in Austin.



Questions?



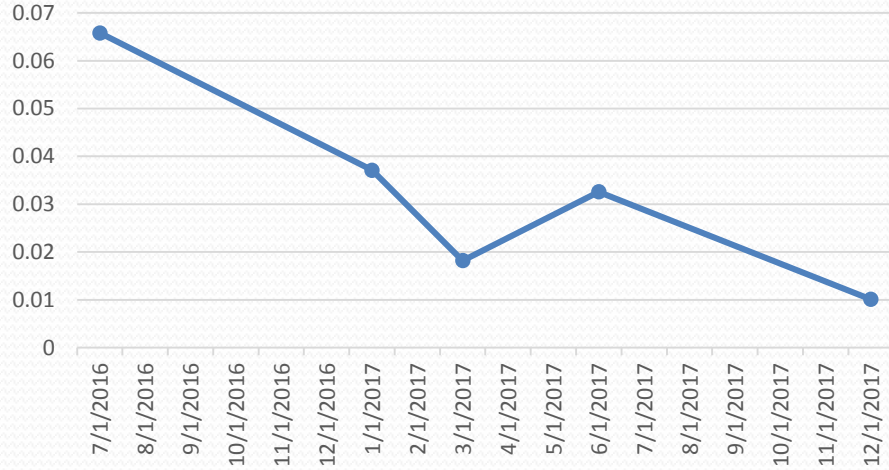
Additional Information

Chemicals Detected in Groundwater Above Ingestion PCLs

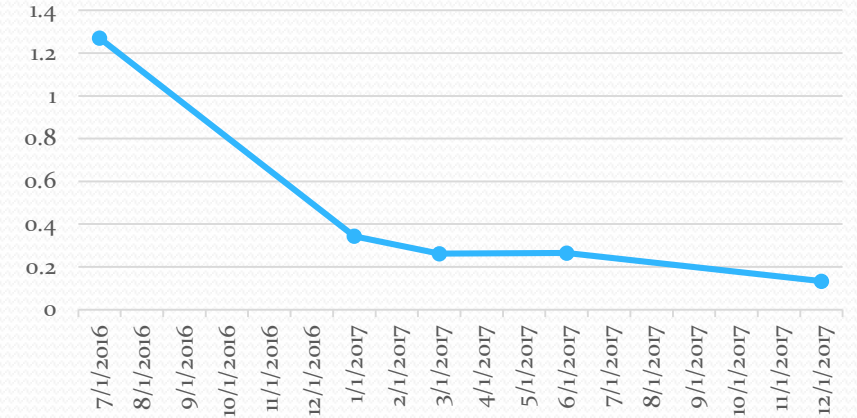
Chemical Compound	Current Maximum Concentration	Adjusted Cleanup Level With an MSD	Meets Site Cleanup Target?	Ingestion PCL in Groundwater
PCE	0.133 mg/L	500 mg/L	✓	0.005 mg/L

Concentration Trends for PCE Over Time

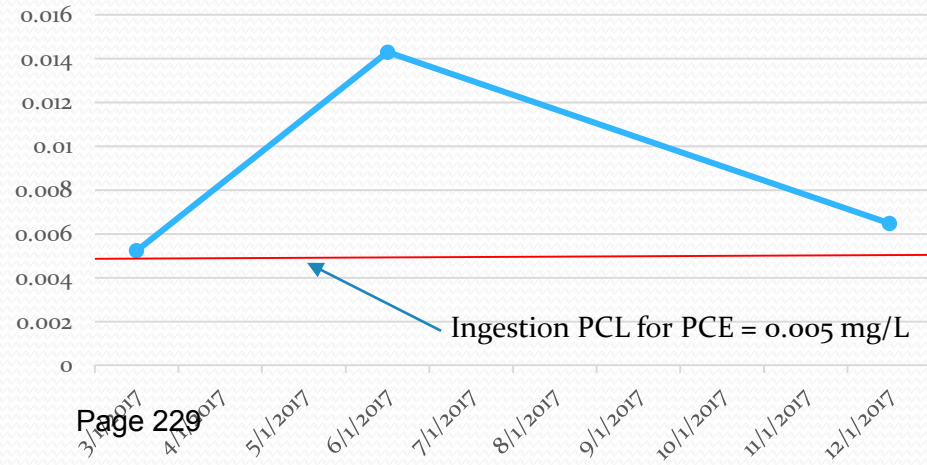
PCE in MW-1



PCE in MW-2



PCE in Leading Edge Well MW-5



Ecological Receptors and Spring Creek

Chemical Compound	Current Maximum Concentration in Groundwater	Freshwater Chronic PCL for Ecological Receptors	Maximum Concentration in Soil	Freshwater Sediment PCL and Benthic Organisms (mg/kg)	Meets Site Cleanup Target?
PCE	0.133 mg/L	1.28 mg/L	0.159 mg/kg	2.74/5.48 mg/kg	✓



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Resolution No. 2018-4-8(R): To support the TCEQ Municipal Setting Designation application of Bank of Hope requested on a 1.2 acre tract of land located at 1020 West Park Boulevard; and providing an effective date. **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

Regulatory Jurisdiction

In Texas, the Texas Commission on Environmental Quality (TCEQ) has regulatory authority to address the environmental issues communicated to the City. The TCEQ administers the Texas Risk Reduction Program (TRRP; 30 TAC §350) which provides guidance and requirements for property owners to resolve releases such as those at the Designated Property.

Through its regulatory programs, the TCEQ requires an evaluation of risk associated with multiple potential

exposure pathways. One of these potential exposure pathways is the potable use of shallow groundwater. If it can be demonstrated through a recorded restriction such as a Municipal Setting Designation (MSD) ordinance that potable use is prohibited, this one exposure pathway assumption can be removed and the next most stringent exposure pathway will be applicable. The TCEQ can certify an MSD application only if there is support from the municipality.

To establish an MSD, a property owner must request the municipality to adopt an ordinance to restrict the use of the groundwater. Only after this and additional TCEQ-required steps are completed, will the TCEQ consider certification of the MSD for use in the regulatory process.

MSD Property

The Applicant has entered the Designated Property at 1020 West Park Blvd (Location Map) into the TCEQ Voluntary Cleanup Program (VCP) to pursue closure. As required by the City of Plano, the Applicant engaged a licensed professional to certify the nature and extent of impact to soil and groundwater at the Designated Property.

Bank of Hope has requested an MSD be established to prohibit potable use of the groundwater within the Designated Property. If the ordinance is approved by the City Council, the TCEQ would then remove the potable groundwater-ingestion pathways from consideration as part of the regulatory closure process and all other complete exposure pathways would continue to be evaluated by the TCEQ as part of their review. A public meeting was held on March 21, 2018 and a public hearing is included on this agenda as a separate item.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	4/16/2018	Memo
Map	4/13/2018	Map
Resolution	4/16/2018	Resolution

Date: April 23, 2018

To: Bruce D. Glasscock
City Manager

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

Subject: **Approve a Resolution Supporting the creation of a Municipal Setting Designation (MSD) – 1020 West Park Boulevard**

Bank of Hope is working with the Texas Commission on Environmental Quality (TCEQ) to address contamination on a 1.2 acre tract located at 1020 West Park Boulevard. Bank of Hope has requested a Municipal Setting Designation (MSD) be established for this site.

In order for the MSD to be certified by TCEQ, the agency requires that the applicant has the support of the city where the applicant's site is located.

The Engineering Department has reviewed the applicant's information and recommends that the City of Plano adopt the resolution in support of the TCEQ Municipal Setting Designation Application.

The following is a brief timeline and links to additional information:

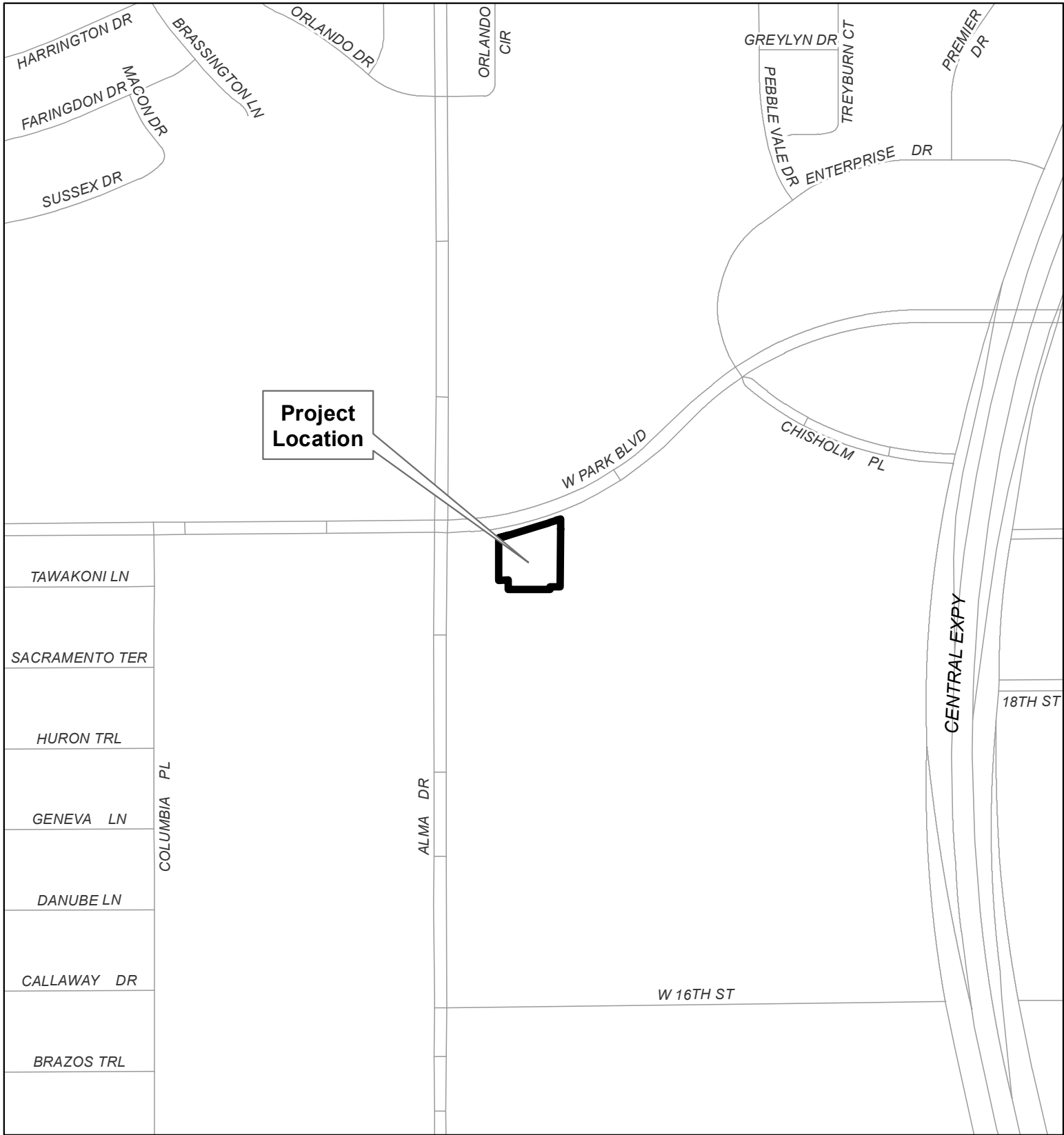
March 21, 2018 – Public Meeting

April 23, 2018 – Public Hearing at City Council

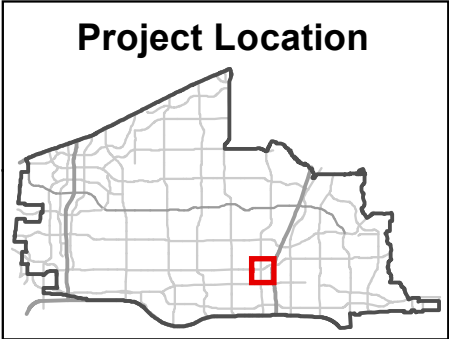
April 23, 2018 – Consideration of an Ordinance restricting groundwater use

April 23, 2018 – Consideration of a Resolution of support for an MSD

TCEQ General Information – Municipal Setting Designation: A Guide for Cities – Link to pdf – https://www.tceq.texas.gov/assets/public/comm_exec/pubs/gi/gi-326.pdf



Municipal Setting Designation (MSD) 1020 West Park Boulevard



A Resolution of the City of Plano, Texas supporting the TCEQ Municipal Setting Designation application of Bank of Hope requested on a 1.2 acre tract of land located at 1020 West Park Boulevard; and providing an effective date.

WHEREAS, Bank of Hope (“Applicant”) has filed an application with the City of Plano, Texas, (“City”) for the City’s adoption of a Municipal Setting Designation ordinance for the property located at 1020 West Park Boulevard, more fully described in a metes and bounds description attached hereto as Exhibit “A” (“Site”); and

WHEREAS, a public meeting on the application was held in Plano on March 21, 2018 and a public hearing was held in Plano on April 23, 2018, and the affected community was duly notified of same and allowed the opportunity to comment; and

WHEREAS, the eligibility criteria of Section 361.803 of the Texas Health & Safety Code have been met; and

WHEREAS, a public drinking water supply system exists that meets the requirements of Texas Health and Safety Code Chapter 341 and the system supplies or is capable of supplying drinking water to the property for which the MSD is sought and all properties within one-half mile of the site; and

WHEREAS, certification of the Municipal Setting Designation will not have an adverse effect on the current or future water resource needs or obligations of the City of Plano; and

WHEREAS, the City, by ordinance, has prohibited the use of designated groundwater beneath the Site as potable water; and

WHEREAS, upon passage of a supporting resolution by the City Council, Applicant intends to file an application with the Texas Commission on Environmental Quality for certification of a Municipal Setting Designation for the Site pursuant to Texas Health and Safety Code, Chapter 361, Subchapter W; and

WHEREAS, Applicant has continuing obligations to satisfy applicable statutory and regulatory provisions concerning groundwater contamination investigation and response actions at the Site; and

WHEREAS, the certification of a Municipal Setting Designation for the Site is in the best interest of the citizens of the City.

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

Section I. The City of Plano hereby supports Applicant's application to the Texas Commission on Environmental Quality for a Municipal Setting Designation for the Site.

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

DULY PASSED AND APPROVED this the 23rd day of April, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS

Exhibit "A"

Being all of Lot 2, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet O, Page 627, of the Plat Records of Collin County, Texas, and being the same tract of land conveyed to Baha Capital Enterprises, Inc., by deed recorded in Instrument No. 2013001001370460, of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 Inch Iron rod found for corner, said corner being in the Southerly line of Park Boulevard (variable width right-of-way), and being the Northwest corner of Lot 4, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2015, Page 457, of the Plat Records of Collin County, Texas;

THENCE South 01 degrees 21 minutes 40 seconds West, along the West line of said Lot 4, a distance of 255.03 feet to a 1/2 Inch Iron rod set with yellow cap stamped CBG Surveying for corner, said corner being in the Northerly line of Lot 3 in said Chisholm Place (Vol. 2015, Pg. 457);

THENCE North 88 degrees 38 minutes 20 seconds West, along the Northerly line of said Lot 3, a distance of 37.92 feet to an "X" found in concrete for corner;

THENCE South 01 degrees 21 minutes 40 seconds West, continuing along the Northerly line of said Lot 3, a distance of 8.88 feet to an "X" set in concrete for corner;

THENCE North 88 degrees 38 minutes 20 seconds West, continuing along the Northerly line of said Lot 3, a distance of 158.88 feet to an "X" set in concrete for corner;

THENCE North 01 degrees 21 minutes 40 seconds East, continuing along the Northerly line of said Lot 3, a distance of 34.08 feet to a point for corner;

THENCE North 88 degrees 38 minutes 20 seconds West, continuing along the Northerly line of said Lot 3, a distance of 37.50 feet to a 1/2 Inch Iron rod found for corner;

THENCE North 01 degrees 21 minutes 40 seconds East, continuing along the Northerly line of said Lot 3, a distance of 2.40 feet to a 1/2 Inch Iron rod found for corner, said corner being the Southeast corner of Lot 1, in Block A, of Chisholm Place Retail No. 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 381, of the Plat Records of Collin County, Texas;

THENCE North 01 degrees 21 minutes 40 seconds East, along the East line of said Lot 1, a distance of 168.28 feet to an "X" set in concrete for corner, said corner being in the Southerly line of said Park Boulevard and being in a nontangent curve to the left, having a radius of 1228.10 feet, a delta of 02 degrees 05 minutes 36 seconds and a chord bearing and distance that bears North 81 degrees 52 minutes 49 seconds East, 44.88 feet;

THENCE along the Southerly line of said Park Boulevard and along said curve to the left, an arc length of 44.89 feet to a point for corner;

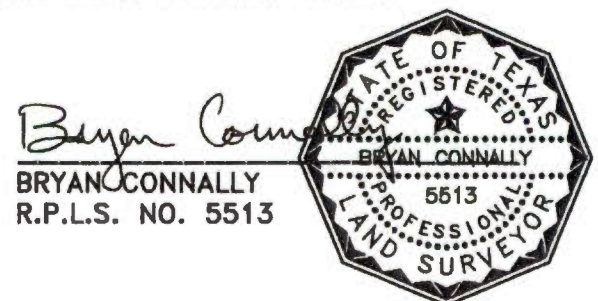
THENCE North 73 degrees 30 minutes 49 seconds East, continuing along the Southerly line of said Park Boulevard, a distance of 147.60 feet to a point for corner, said corner being in a tangent curve to the left, having a radius of 1218.10 feet, a delta of 02 degrees 26 minutes 46 seconds and a chord bearing and distance that bears North 72 degrees 38 minutes 00 seconds East, 52.00 feet;

THENCE continuing along the Southerly line of said Park Boulevard and along said curve to the left, an arc length of 52.00 feet to the POINT OF BEGINNING and containing 51,285.62 square feet or 1.18 acres of land.

GENERAL NOTES:

1) BEARINGS ARE BASED ON PLAT RECORDED IN CAB. O, PG. 627, PLAT RECORDS, COLLIN COUNTY, TEXAS.

2) THIS SURVEY IS MADE IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE CLIENT. CBG SURVEYING, INC. HAS NOT RESEARCHED THE LAND TITLE RECORDS FOR THE EXISTENCE OF EASEMENTS, RESTRICTIVE COVENANTS OR OTHER ENCUMBRANCES.



BRYAN CONNALLY
R.P.L.S. NO. 5513

SHEET 1 OF 3
JOB NO. 1700043
DRAWN BY: R.G.
DATE: 01/17/17



CBG Surveying, Inc.

PLANNING SURVEYING
12025 Shiloh Road • Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2216
Firm No. 10168800
www.cbginco.com

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS

The undersigned Registered Professional Land Surveyor (Bryan Connally) hereby certifies to the client, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 17th day of January, 2016


Bryan Connally
Registered Professional Land Surveyor No. 5513



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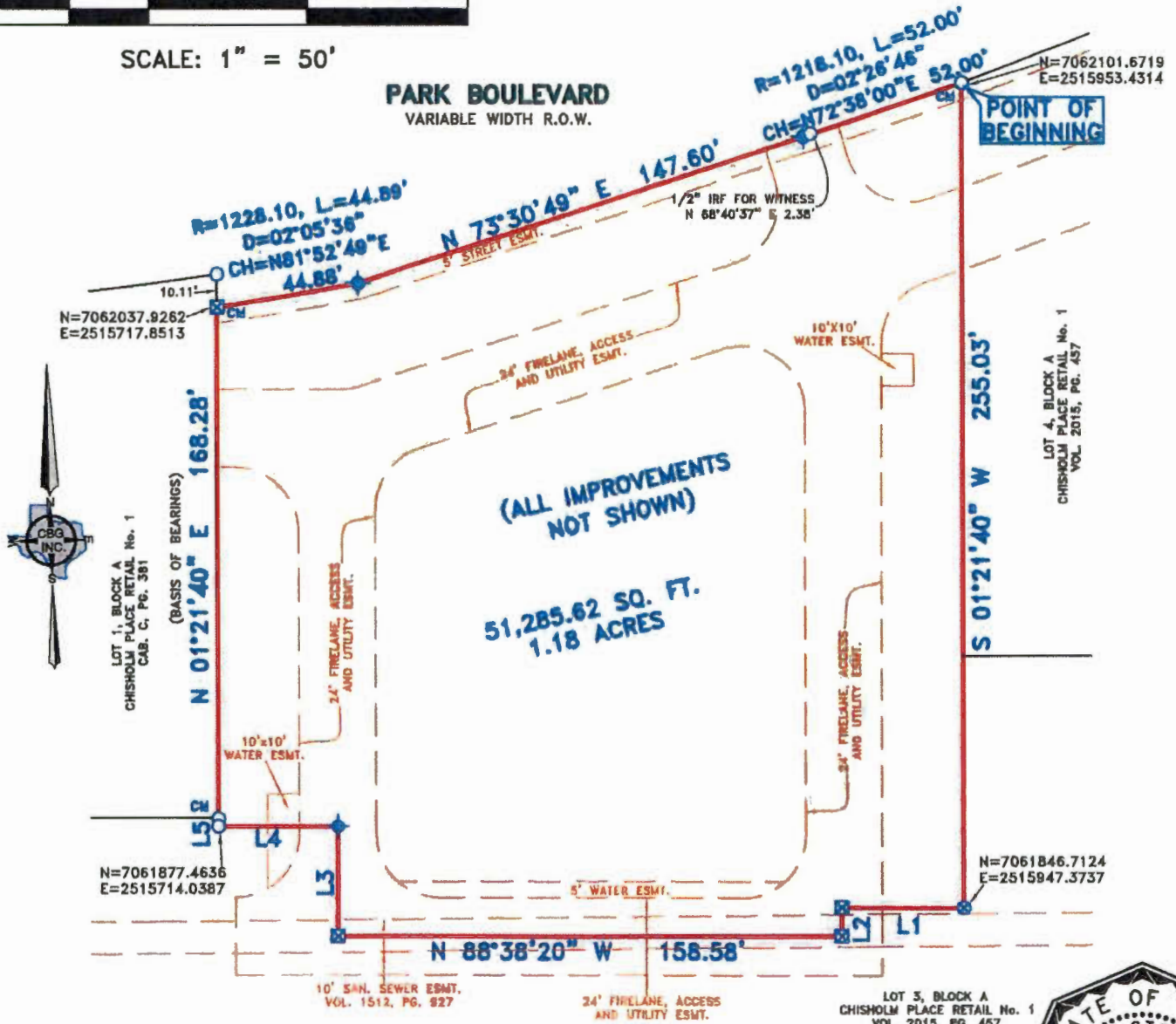
SHEET 2 OF 3
JOB NO. 1700043
DRAWN BY: R.G.
DATE: 01/17/17

(BOUNDARY SURVEY)
LOT 2, BLOCK A
CHISHOLM PLACE RETAIL NO. 1
CITY OF PLANO, COLLIN COUNTY, TEXAS



SCALE: 1" = 50'

PARK BOULEVARD
 VARIABLE WIDTH R.O.W.



- CM CONTROLLING MONUMENT
- 1/2" IRON ROD FOUND
- ⊗ 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- POINT FOR CORNER
- ⊠ "X" FOUND / SET

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 88°38'20" W	37.92'
L2	S 01°21'40" W	8.88'
L3	N 01°21'40" E	34.08'
L4	N 88°38'20" W	37.50'
L5	S 01°21'40" E	2.40'

Bryan Connally
BRYAN CONNALLY
 R.P.L.S. NO. 5513



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SHEET 3 OF 3
 JOB NO. 1700043
 DRAWN BY: R.G.
 DATE: 01/17/17



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 4/23/2018

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Public Hearing pursuant to Plano City Charter Article 6, Section 6.06, re: Recall of Officer, Tom Harrison, Council Member Place 7. **Conducted**

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:
