



CITY COUNCIL

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

DATE: May 29, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Fr. Jack Hopka - St. Mark the Evangelist Catholic Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troop 3357 - Wilson Middle School and Williams High School

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

Special Recognition: The Plano Senior High School Girls Basketball Team recently won the State Championship. **Presented**

Proclamation: Pet Appreciation Week in Plano is June 3 – 9, 2018. **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) May 14, 2018 **Approved**

Approval of Expenditures

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

- (b) RFB No. 2018-0259-B for Residential Concrete Pavement Repair Zone I3 North, Project No. 6812, for Public Works to EJ Smith Construction Company, LLC in the amount of \$3,377,419; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2018-0313-B for Residential Concrete Pavement Repair Zone I7, Project No. 6922, for Public Works to Alvand Construction Inc. DBA Advance Contracting in the amount of \$7,310,886; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2018-0287-B for Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive - Northbound Frontage Road Improvements to FNH Construction, LLC in the amount of \$669,615; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2018-0341-B for Russell Creek Drive Phase 2 to Ed Bell Construction Company in the amount of \$1,039,989; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2018-0293-B for Bridge Repairs Part II to Joe Funk Construction, Inc. in the amount of \$1,994,620; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (g) To approve the purchase of a back-up and recovery solution for Technology Services in the amount of \$459,195 from Freeit Data Solutions, 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-3944) **Approved**
- (h) To approve the purchase of one (1) Toro GM 4000-D rough area mower for Fleet Services to be utilized by Grounds Maintenance in the amount of \$57,272 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**

Approval of Expenditure

- (i) To approve an expenditure for a Bridge/Trail Underpass Sedimentation Study, Project No. 6992, in the amount of \$98,309 from Pacheco Koch Consulting Engineers, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

- (j) To approve an expenditure in the amount of \$225,000 for a grant of hotel-motel tax revenues to USA Softball DFW for hosting the USA Softball 2018 18U and 16U Gold Nationals softball tournament; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure in the amount of \$126,884 for the purchase of blinds and audiovisual equipment for the Saigling House; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (l) To approve a Development Agreement between the City of Plano and BGC SH190TPS LL Plano TX Land Acquisition, LLC for construction of a hike and bike trail at a cost of \$38,610 in conjunction with the Towneplace Suites Project; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (m) **Resolution No. 2018-5-1(R):** To approve the hiring of Victor A. Flores as Assistant City Attorney III by the City Attorney; and providing an effective date. **Adopted**

Adoption of Ordinances

- (n) **Ordinance No. 2018-5-2:** To transfer the sum of \$225,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item "H", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**
- (o) **Ordinance No. 2018-5-3:** To amend Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Special Recognition: The Plano Senior High School Girls Basketball Team recently won the State Championship. **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: 5/29/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: Pet Appreciation Week in Plano is June 3 – 9, 2018. **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: 5/29/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

May 14, 2018 **Approved**

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Work Session Minutes	5/15/2018	Minutes
Regular Session Minutes	5/15/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 14, 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
Mark Israelson, Senior Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Brandi Youngkin, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, May 14, 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, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss Real Estate, Section 551.072; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion
Personnel – Reappointment
North Texas Municipal Water District Board**

Upon a motion made by Mayor Pro Tem Grady and seconded by Deputy Mayor Pro Tem Kelley, the Council voted 8-0 to reappoint Rod Hogan.

- **Report on withdrawal of Envision Oak Point Plan**
- **Comprehensive Monthly Financial Report – March 2018**
- **Public Works Departmental Presentation (Environmental Waste and Fleet Divisions)**
- **Facilities Departmental Presentation**
- **Engineering Compliance – ADA Small Cell Presentation**

- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:57 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
May 14, 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
Mark Israelson, Senior Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Brandi Youngkin, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, May 14, 2018 at 7:02 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 Rita Kopecki with New Hope Christian Fellowship led the invocation and Mayor Pro Tem Grady led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: Kids to Parks Day in Plano is Saturday, May 19, 2018.

Proclamation: Bike to Work Week and Day highlight the benefits of bicycling.

Proclamation: Public Service Recognition Week honors those working at all local and national levels of government.

Proclamation: May is Motorcycle Safety Awareness Month and motorists and motorcyclists are encouraged to share the road and be alert.

Proclamation: May is Water Safety Month and recognizes the need for ongoing public education on safer water practices.

Proclamation: May is National Historic Preservation Month and encourages the saving of American historic treasures.

Presentation: Plano has received the Plan Sponsor of the Year Award for its 457 Deferred Compensation Plan.

Comments of Public Interest

No one appeared to speak.

Consent Agenda

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

Approval of Minutes

April 23, 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. 2018-0109-C for a one (1) year contract with three (3) one-year City optional renewals for Texas Pure Products Bags for Environmental Waste Services to SPR Packaging LLC in the estimated annual amount of \$62,509; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2018-0255-B for Painting of Concrete Screening Walls - Phase V, Project No. 6974, for Public Works to Concord Commercial Services, Inc. in the amount of \$117,605; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFP No. 2018-0192-C for a one (1) year contract with two (2) one-year City optional renewals for Pond Maintenance for the Parks and Recreation Department to PondMedics, Inc. in the estimated annual amount of \$50,055; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of a Mobile Modular Office Trailer for the Parks and Recreation Department in the amount of \$51,455 from Palomar Modular Buildings LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 556-18) (Consent Agenda Item “E”)

Approval of Expenditure

To ratify an expenditure in the amount of \$63,407 and to approve an additional expenditure in the estimated amount of \$290,968, for a total estimated expenditure of \$354,375, for Long Term Disability Insurance Coverage from Standard Insurance Company for Human Resources; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve an expenditure for Cartegraph work order and asset management system support and maintenance for a one (1) year contract with two (2) one-year City optional renewals in the estimated annual amount of \$125,000 from Cartegraph Systems, LLC for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an expenditure for Motorola APX8000 Portable Radios in the estimated amount of \$63,253 from Motorola Solutions Inc. for Fire-Rescue; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To ratify an expenditure in the amount of \$112,179 for materials and labor at the Jack Carter Dog Park to Dyna-Mist Construction Co.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve an expenditure for Motorola Irrigation Controllers in the amount of \$198,000 from Interspec LLC for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

To approve an expenditure for APX6000 Portable Radios and Radio Accessories in the amount of \$114,095 from Motorola Solutions, Inc. for the Police Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

With no further discussion, the Regular City Council Meeting adjourned at 7:36 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2018-0259-B for Residential Concrete Pavement Repair Zone I3 North, Project No. 6812, for Public Works to EJ Smith Construction Company, LLC in the amount of \$3,377,419; 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		3,644,265	13,812,598	6,700,000	24,156,863
Encumbered/Expended Amount		-3,644,265	-5,027,774		-8,672,039
This Item		0	-1,125,800	-2,251,619	-3,377,419
BALANCE		0	7,659,024	4,448,381	12,107,405

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2017-18 Capital Maintenance Fund Budget and is expected in 2018-19 as well. The construction contract for the Residential Concrete Zone I3 North project, in the amount of \$3,377,419, will leave a balance of \$12,107,405 available for future expenditures on the repair and replacement of residential streets, alleys and sidewalks.

SUMMARY OF ITEM

Public Works recommends the bid for the Residential Concrete Pavement Repair Zone I3 North Project to EJ Smith Construction Company, LLC, in the amount of \$3,377,419.30 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 42,900 SY of concrete pavement and 53,300 SF of concrete sidewalk

in the area bounded by Coit Road, 15th Street, Independence Parkway and Park Boulevard.

Engineer's estimate for this project is \$3,330,000.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	5/9/2018	Bid Recap
Location Map	5/9/2018	Map

CITY OF PLANO

Bid No. 2018-0259-B

**RFB for Residential Concrete Pavement Repair Zone I3 North
Project No. 6812**

Bid Recap

Bid opening Date/Time: March 21, 2018 @ 10:30 AM

Number of Vendors Notified: 2710

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 6

Number of Bids Submitted Non-responsive: 0

<u>Vendor Name</u>	<u>Total Base Bid</u>
EJ Smith Construction Company, LLC	\$3,377,419.30
Alvand Construction Inc. DBA Advance Contracting Group	\$3,659,450.00
Jim Bowman Construction Company, L.P.	\$3,668,733.00
HQS Construction, LLC	\$3,966,600.00
Ed Bell Construction Company	\$4,093,595.00
FNH Construction, LLC	\$4,228,175.00

Recommended Vendor(s):

EJ Smith Construction Company, LLC	\$3,377,419.30
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Nancy Corwin

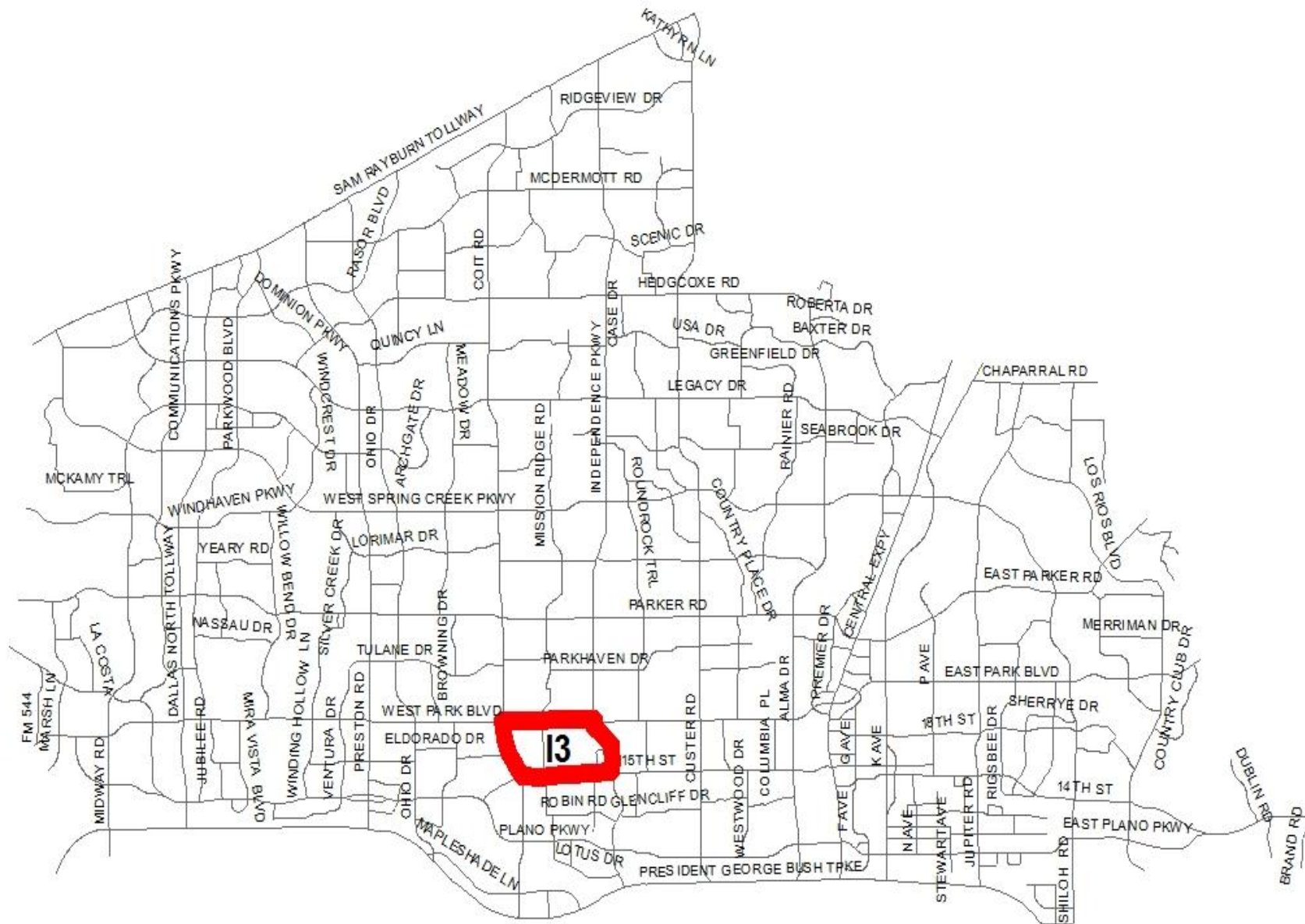
Nancy Corwin, Buyer

March 21, 2018

Date

LOCATION MAP

PROJECT 6812





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

RFB No. 2018-0313-B for Residential Concrete Pavement Repair Zone I7, Project No. 6922, for Public Works to Alvand Construction Inc. DBA Advance Contracting in the amount of \$7,310,886; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18, 2018-19, 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		3,644,265	13,812,598	13,600,000	31,056,863
Encumbered/Expended Amount		-3,644,265	-5,027,774		-8,672,039
This Item		0	-900,000	-6,410,886	-7,310,886
BALANCE		0	7,884,824	7,189,114	15,073,938

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2017-18 Capital Maintenance Fund Budget and is expected in 2018-19 and 2019-20 as well. The construction contract for the Residential Concrete Zone I7 project, in the amount of \$7,310,886, will leave a balance of \$15,073,938 available for future expenditures on the repair and replacement of residential streets, alleys and sidewalks.

SUMMARY OF ITEM

Public Works recommends the bid for the Residential Concrete Pavement Repair Zone I7 Project to Alvand Construction Inc., DBA Advance Contracting, in the amount of \$7,310,886.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 82,100 SY of concrete pavement and 127,034 SF of concrete sidewalk

in the area bounded by Coit Road, Legacy Drive, Independence Parkway and Spring Creek Parkway.
Engineer's estimate for this project is \$7,400,000.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	5/10/2018	Map
Bid Recap	5/10/2018	Bid Recap

LOCATION MAP



CITY OF PLANO

Bid No. 2018-0313-B

**RFB for Residential Concrete Pavement Repair Zone I7
Project No. 6922**

Bid Recap

Bid opening Date/Time: April 24, 2018 @ 10:30 AM

Number of Vendors Notified: 3319

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 8

Number of Bids Submitted Non-responsive: 0

<u>Vendor Name</u>	<u>Total Base Bid</u>
Alvand Construction Inc. DBA Advance Contracting	\$7,310,886.00
Jim Bowman Construction Company LP	\$7,368,396.70
RKM Utility Services Inc	\$7,692,238.00
Ratliff Hardscape	\$7,968,679.60
Ragle Inc	\$8,355,028.50
Ed Bell Construction Company	\$8,369,046.00
HQS Construction LLC	\$8,634,938.00
FNH Construction LLC	\$8,904,104.00

Recommended Vendor(s):

Alvand Construction Inc. DBA Advance Contracting	\$7,310,886.00
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Nancy Corwin

Nancy Corwin, Buyer

April 24, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

RFB No. 2018-0287-B for Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive - Northbound Frontage Road Improvements to FNH Construction, LLC in the amount of \$669,615; 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		28,500	885,000	367,250	1,280,750
Encumbered/Expended Amount		-28,500	-490,634	0	-519,134
This Item		0	-369,615	-300,000	-669,615
BALANCE		0	24,751	67,250	92,001

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP and is anticipated in future years. Construction services for the Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive - North Bound Frontage Road Improvements projects, in the amount of \$669,615, will leave a total balance of \$92,001 available for future expenditures related to this or other street improvement projects.

SUMMARY OF ITEM

See Recommendation Memorandum

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memorandum	5/11/2018	Memo
Map	5/11/2018	Map
Bid Recap	5/11/2018	Bid Recap

Date: May 29, 2018

To: Bruce D. Glasscock, City Manager

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

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

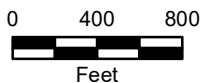
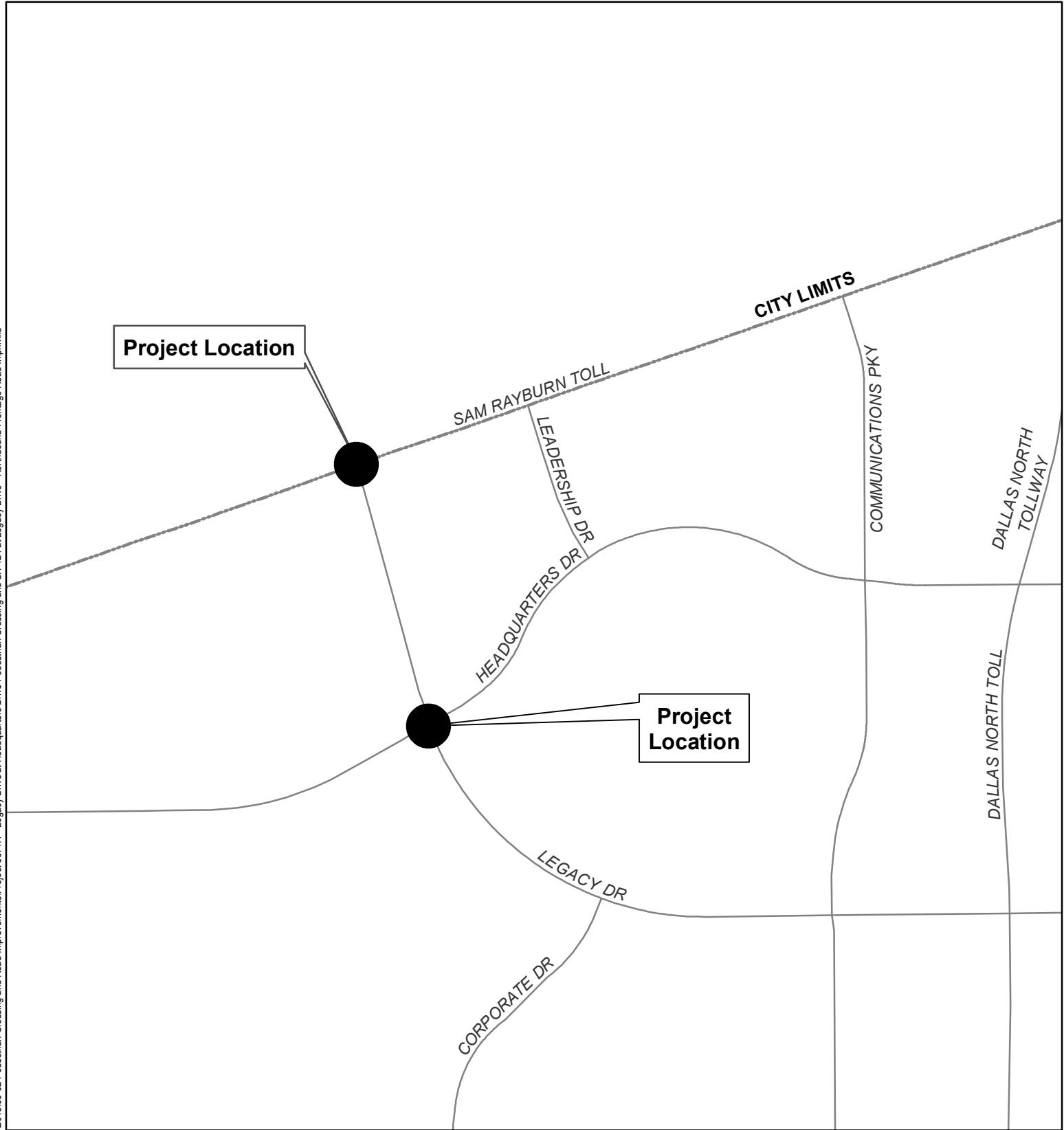
Subject: Award of Bid 2018-0287-B for Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive – Northbound Frontage Road Improvements - Project No. 6871.1

The Engineering Department accepted bids on April 13, 2018 for the Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive – Northbound Frontage Road Improvements project. The project includes pedestrian improvements at Legacy Drive and Headquarters Drive, and frontage road improvements on northbound SH 121 Frontage Road at Legacy Drive. The scope of work includes:

- Signal modifications at the intersection of Legacy Drive and Headquarters Drive including pedestrian poles
- Pedestrian trail, sidewalk, and barrier free ramps to accommodate pedestrian traffic crossing Legacy Drive and Headquarters Drive
- Northbound U-turn on the SH 121 frontage road
- Converting existing U-turn into a left turn on the SH 121 frontage road by modifying striping and shifting the northern edge of the existing island to the south
- Signal modifications to accommodate new lane assignments at SH 121 and Legacy Drive in the northbound direction

The lowest responsive and responsible bid was submitted by FNH Construction, LLC, a Texas Corporation, in the amount of \$669,615.00. There were a total of 11,612 vendors notified of this project. Four (4) complete bids were received for the project as shown in the attached bid recap.

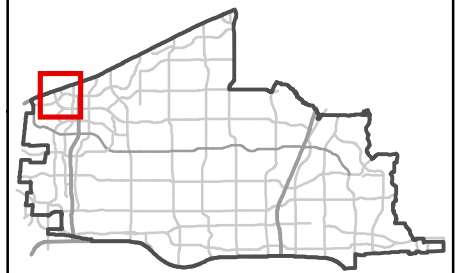
If this project is not awarded, the result will be continued traffic congestion in the Legacy West area of Plano and inadequate and unsafe pedestrian facilities, having a negative impact on the quality of life in these areas.



Legacy Drive at Headquarters Drive Pedestrian Crossing and SH 121 at Legacy Drive - Northbound Frontage Road Improvements

Project No. 6871.1

Project Location



CITY OF PLANO

RFB (CIP)

Bid No. 2018-0287-B

Legacy Drive at Headquarters Drive Pedestrian Crossing and
SH 121 at Legacy Drive - Northbound Frontage Road
Improvements

Project No. 6871.1

Bid Recap

Bid Opening Date/Time: April 25, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 11,612

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 4

<u>Vendor:</u>	<u>Total Bid</u>
FNH Construction, LLC	\$669,615.00
Cam-Crete Contracting, Inc.	\$677,964.00
Ed Bell Construction Company	\$709,195.16
Joe Funk Construction, Inc.	\$805,023.85

Recommended Vendor:

FNH Construction, LLC	\$669,615.00
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Angie Morales

Angie Morales, Purchasing Assistant

April 25, 2018

Date

CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

RFB No. 2018-0341-B for Russell Creek Drive Phase 2 to Ed Bell Construction Company in the amount of \$1,039,989; 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		837,184	4,573,971	0	5,411,155
Encumbered/Expended Amount		-837,184	-2,384,862	0	-3,222,046
This Item		0	-1,039,989	0	-1,039,989
BALANCE		0	1,149,120	0	1,149,120

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

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP, with prior project expenditures also recorded in the Municipal Drainage CIP. Construction services for the Russell Creek Drive, Phase 2 project, in the amount of \$1,039,989, will leave a project balance of \$1,149,120 available for future expenditures related to this or other street improvement and drainage projects.

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:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memorandum	5/11/2018	Memo
Bid Recap	5/11/2018	Bid Recap
Map	5/11/2018	Map

Date: May 29, 2018

To: Bruce D. Glasscock, City Manager

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

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

Subject: Award of Bid 2018-0341-B for Russell Creek Drive Phase 2 - Project No. 6519.2

The Engineering Department accepted bids on May 8, 2018 for the Russell Creek Drive Phase 2 project. The project includes demolition and reconstruction of the 37' full-width collector street of Russell Creek Drive between Independence Parkway and Sutherland Lane. The scope of work includes:

- Lime stabilization
- New 8" concrete pavement
- Construction of permanent 10' trail on north side
- Sidewalk on south side
- Excavation and re-compaction of approximately 1,150 LF of existing sanitary sewer main (to prevent trench and pavement failures in the future)
- Permanent pavement markings

The lowest responsive and responsible bid was submitted by Ed Bell Construction Company, a Texas Corporation, in the amount of \$1,039,988.75. There were a total of 14,381 vendors notified of this project. Nine (9) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, there will be continued deterioration of the pavement and sidewalks along Russell Creek Drive, resulting in increased traffic safety concerns, and a negative impact on the quality of life in this area.

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0341-B

Russell Creek Phase 2

Project No. 6519.2

Bid Recap

Bid Opening Date/Time: May 8, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 14,381

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 9

<u>Vendor:</u>	<u>Total Bid</u>
Ed Bell Construction Company	\$1,039,988.75
Ragle, Inc.	\$1,152,352.72
McMahon Contracting, LP	\$1,242,886.97
HQS Construction, LLC	\$1,344,193.25
Jim Bowman Construction Company, L.P.	\$1,455,655.35
Joe Funk Construction, Inc.	\$1,481,537.84
FNH Construction, LLC	\$1,536,211.00
RBR Infrastructure & Road, LLC	\$1,757,920.00
EJ Smith Construction Company, LLC	\$1,835,969.00

Recommended Vendor:

Ed Bell Construction Company	\$1,039,988.75
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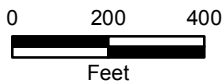
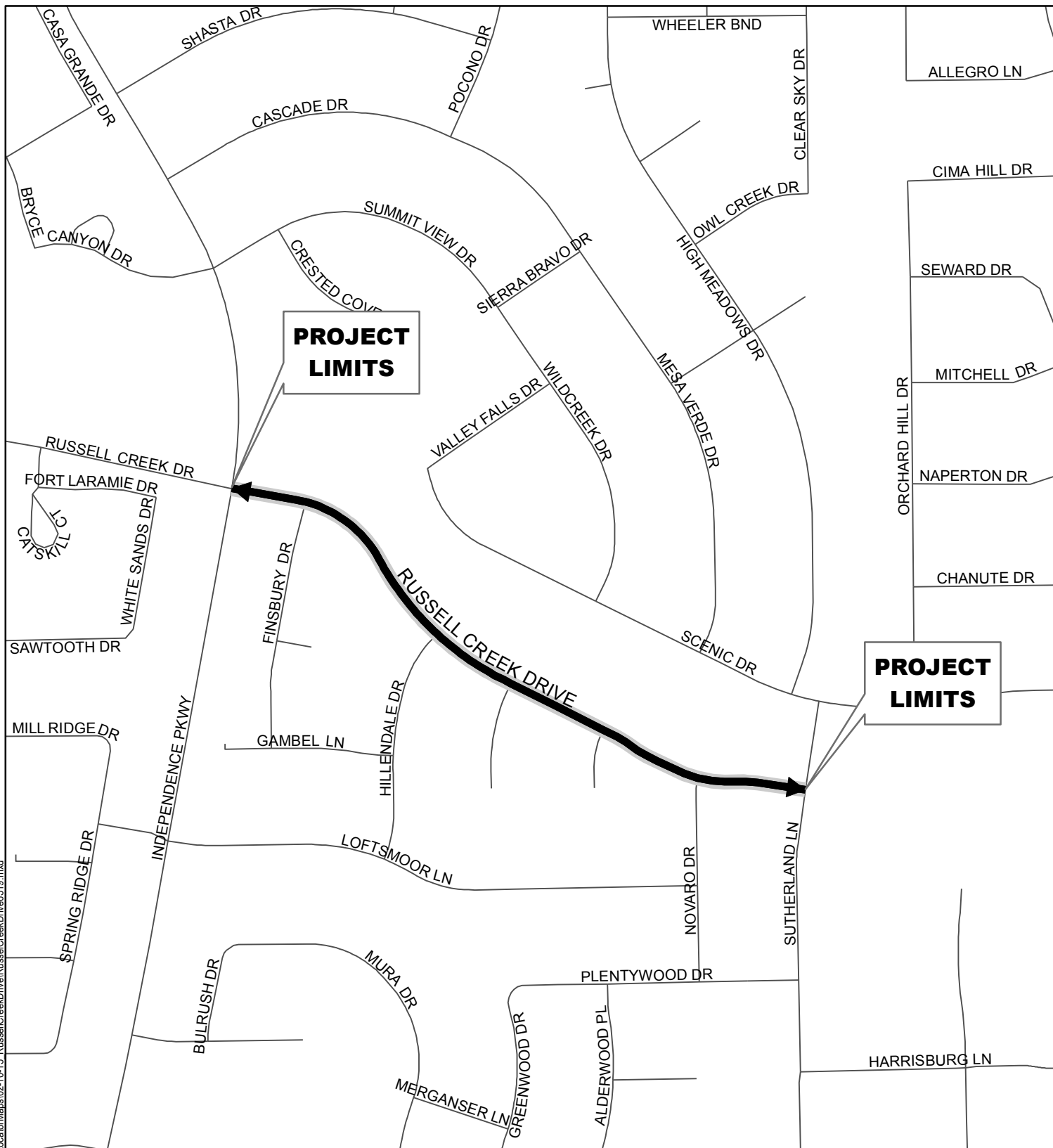
Angie Morales

Angie Morales, Purchasing Assistant

May 8, 2018

Date

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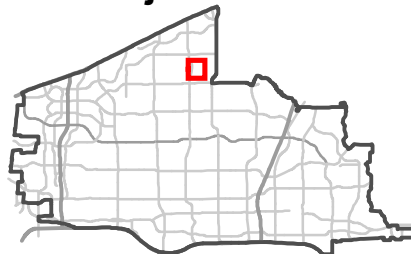


Russell Creek Drive Phase 2

Project No. 6519.2

February, 2015
City of Plano GIS Division

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

RFB No. 2018-0293-B for Bridge Repairs Part II to Joe Funk Construction, Inc. in the amount of \$1,994,620; 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		218,786	2,996,214	0	3,215,000
Encumbered/Expended Amount		-218,786	-71,258	0	-290,044
This Item		0	-1,994,620	0	-1,994,620
BALANCE		0	930,336	0	930,336

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP. Construction services for the Bridge Repairs Part II project, in the amount of \$1,994,620, will leave a project balance of \$930,336 for future expenditures on this or other street improvement projects.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	5/11/2018	Memo
Map	5/11/2018	Map
Bid Recap	5/11/2018	Bid Recap

Date: May 29, 2018

To: Bruce D. Glasscock, City Manager

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

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

Subject: Award of Bid No. 2018-0293-B for Bridge Repairs Part II - Project No. 6335.1

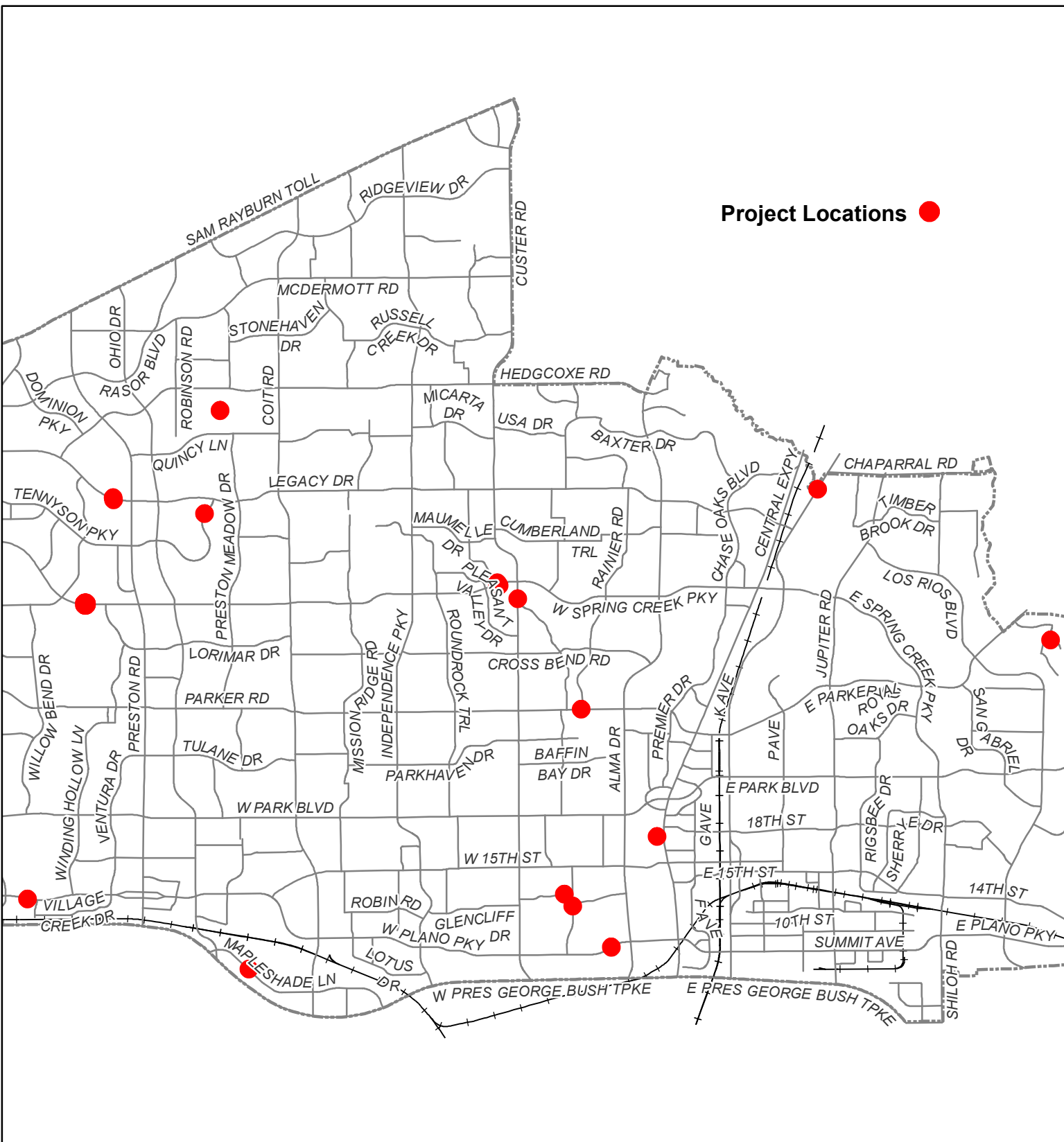
The Engineering Department accepted bids on April 13, 2018 for the Bridge Repairs Part II – Project No. 6335.1. The project includes improvements and repairs to 16 bridges. The scope of work includes:

- Improvements and repairs at various bridge sites of sidewalks
- Handrails
- Abutments
- Spalls (partial and full depth) to concrete pavement
- Decking and approach slabs
- Spalls to superstructures and substructures
- Scour at rip rap and columns
- Gabion structures

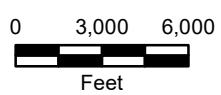
The lowest responsive and responsible bid was submitted by Joe Funk Construction, Inc., a Texas Corporation, in the amount of \$1,994,620.10. There were a total of 11,715 vendors notified of this project. Eight (8) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the minor issues being addressed with this project will continue to worsen causing increased repair costs in the future.

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Project Locations ●

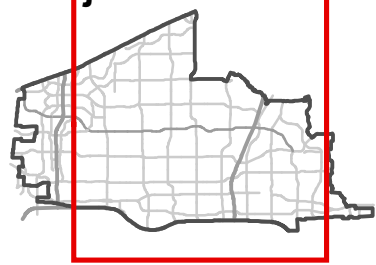


City of Plano GIS Division
May 2018

BRIDGE REPAIRS PART II

Project No. 6335.1

Project Location



CITY OF PLANO

RFB (CIP)

Bid No. 2018-0293-B

Bridge Repairs Part II

Project No. 6335.1

Bid Recap

Bid Opening Date/Time: April 13, 2018 @ 3:00 PM (CST)

Number of Vendors Notified: 11,715

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 8

<u>Vendor:</u>	<u>Total Bid</u>
Joe Funk Construction, Inc.	\$1,994,620.10
DCi Contracting, Inc.	\$2,235,904.55
GHB Equipment Co., LLC	\$2,397,379.00
Iowa Bridge & Culvert, L.C.	\$2,599,836.00
FNH Construction, LLC	\$2,657,864.00
Gibson & Associates, Inc.	\$2,833,329.53
Advance Contracting Group	\$2,932,416.00
Restek, Inc.	\$3,074,505.50

Recommended Vendor:

Joe Funk Construction, Inc.	\$1,994,620.10
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Angie Morales

Angie Morales, Purchasing Assistant

April 13, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Corey Isaacs

CAPTION

To approve the purchase of a back-up and recovery solution for Technology Services in the amount of \$459,195 from Freeit Data Solutions, 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-3944) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: FY 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	48,600	1,701,400	0	1,750,000
Encumbered/Expended Amount	-48,600	-152,684	0	-201,284
This Item	0	-459,195	0	-459,195
Balance	0	1,089,521	0	1,089,521

FUND(S): Technology Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Technology Improvements CIP Fund. The purchase of the backup and recovery solution from Freeit Data Solutions, Inc., in the amount of \$459,195, will leave a current year balance of \$1,089,521 for additional 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 of 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-3944; City of Plano Contract No. 2018-0221-O).

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	5/14/2018	Memo
Cooperative Quote Recap	5/14/2018	Cooperative Quote Recap

Date: May 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 a Back-Up and Recovery Solution;
Cooperative Quote No. 2018-0221-O

The City's current backup solution consumes a significant amount of time and resources to manage and administer. Currently, the legacy solution requires over 40 servers to run the backup solution and utilizes approximately 90 terabytes of disk space. By moving to the Rubrik solution, we will reduce this to two appliances, one for each data center, and allow us to manage the storage platform in one application interface. This purchase will enable us to reduce cost by eliminating virtual servers and reducing our Microsoft server licensing cost.

Currently, the existing backup solution annual maintenance cost is approximately \$190,000 with a yearly increase of five percent on average. The five-year total cost of ownership for the Rubrik solution, including both the initial one-time hardware purchase and software licensing and maintenance to provide higher redundancy and security of backups as well as unlimited cloud management licensing, is \$459,195.25. By purchasing this solution, the City will save approximately \$490,000 in maintenance costs alone over the next five years, not to mention other ancillary cost savings with storage, physical hardware, and labor.

In addition to the benefits already mentioned, Rubrik will provide us with an additional layer of security in our backups by storing the data in a format that is not susceptible to modern day ransomware. Ransomware attacks on government organizations are on the rise, as seen in recent attacks on the City of Atlanta, the Colorado Department of Transportation, and Boston Emergency Services. The City of Plano has invested heavily in security solutions to prevent attacks in multiple ways, and this solution will improve our security posture further by working to help remediate vulnerabilities against the systems that will help us recover from an attack.

Technology Services recommends the purchase of Rubrik backup and recovery solution to Freeit Data Solutions, Inc. for \$459,195.25 from DIR Contract DIR-TSO-3944. Rubrik is an industry-leading backup solution that will allow the City to improve its security posture and speed of recovery in the event of a disaster, while reducing the complexity and administrative overhead of the City's existing backup solution. This will reduce total cost of ownership and improve return on investment by helping to recover valuable storage, compute, and memory capacity.

If we do not move to the new solution, the City will continue to pay a higher cost for storage and administration, and be exposed to a more cumbersome recovery solution, thereby slowing our ability to recover in the event of a disaster and leaving us at a higher risk level due to the increase in ransomware attacks.



Quote No. 2018-0221-O

Purchase of a Back-Up and Recovery Solution

Cooperative Quote Recap

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Quote Due Date/Time: April 27, 2018 at 3:00 PM

Number of Vendors Contacted: 10

Vendors Submitting “No Bids”: 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 3

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Freeit Data Solutions, Inc. via DIR-TSO-3944	\$459,195.25
CDW Government, LLC via National IPA 130733	\$517,600.00
FedResults, Inc. via GSA GS-35F-0256K	\$560,092.22

<u>RECOMMENDED VENDOR</u>	<u>AMOUNT</u>
Freeit Data Solutions, Inc. via DIR-TSO-3944	\$459,195.25

Corey Isaacs

Corey Isaacs, Purchasing Agent

May 11, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of one (1) Toro GM 4000-D rough area mower for Fleet Services to be utilized by Grounds Maintenance in the amount of \$57,272 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	77,252	0	77,252
Encumbered/Expended Amount	0	0	0	0
This Item	0	-57,272	0	-57,272
Balance	0	19,980	0	19,980

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Operating Budget to purchase one (1) rough area mower for the scheduled replacement of unit 80305 in Cost Center 658/Grounds Maintenance Services District No. 3. 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. 2018-0347-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	5/16/2018	Memo
Cooperative Quote Recap	5/16/2018	Cooperative Quote Recap

Date: May 8, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Rough Area Mower

It is the recommendation of Fleet Services to purchase one (1) rough area mower from Professional Turf Products, in the amount of \$57,272.41, through BuyBoard Contract Number 529-17. Fleet Services and Purchasing have reviewed multiple cooperative contract quotes and found this to be the best value for the City.

This unit is a scheduled replacement for unit 80305 in Cost Center 658 Grounds Maintenance Services District No. 3. Due to operational demands it is necessary to purchase at this time.

The purchase of this rough area mower is also necessary for the following reasons:

1. This unit will be used to maintain City grounds within Grounds Maintenance Services District No. 3.
2. The old unit is 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 unit.
3. If this unit is not replaced we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older aging unit will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.



**SOLICITATION NO. 2018-0347-O
ROUGH AREA MOWER
COOPERATIVE QUOTE RECAP**

Quote Due Date/Time: April 30, 2018 at 3:00 p.m.

Number of Vendors Contacted: 5

Number of Vendors Submitting "No Bids": 2

Number of Quotes Deemed Non-responsive: 3

Number of Responsive Quotes Received: 1

Toro GM 4000-D from Professional Turf Products
via BuyBoard Contract No. 529-17

\$ 57,272.41

Recommended Vendor:

Professional Turf Products

\$ 57,272.41

Lincoln Thompson

Lincoln Thompson
Senior Buyer

May 1, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure for a Bridge/Trail Underpass Sedimentation Study, Project No. 6992, in the amount of \$98,309 from Pacheco Koch Consulting Engineers, 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	353,628	3,150,761	1,945,000	5,449,389
Encumbered/Expended Amount	-353,628	-1,371,233	0	-1,724,861
This Item	0	-49,155	-49,154	-98,309
Balance	0	1,730,373	1,895,846	3,626,219

FUND(S): Municipal Drainage CIP

COMMENTS:

Funding for this item is available in the 2017-18 Municipal Drainage CIP and is anticipated in future years. Professional services to conduct a Bridge/Trail Underpass Sedimentation Study, in the total amount of \$98,309, will leave a total balance of \$3,626,219 available for future expenditures related to this and other creek erosion control projects through September 2019.

SUMMARY OF ITEM

The Bridge/Trail Underpass Sedimentation Study project includes analysis of six (6) bridge/trail underpasses to identify improvement alternatives that could reduce ongoing maintenance costs and trail closings at these locations. Current maintenance includes trail closure during high water, clean-up of flood debris and removal of sediment. The six maintenance problem areas are located along Chisholm Trail at Independence Parkway, Spring Creek Parkway and Custer Road; along Oak Point Park and Nature Preserve Trail at Avenue K and at Jupiter Road; and Bob Woodruff Park Trail at Park Boulevard. Improvement alternatives to be examined will include a combination of vertical and horizontal trail realignments, channel improvements, utility relocations, and sediment control measures.

Pacheco Koch Consulting Engineers, Inc. is on the 2017-2019 list of qualified consultants for the Community Investment Program park and landscape design (RFQ 2017-0281-X). The contract fee is \$98,309 which includes project coordination, data acquisition, site investigation, topographic survey, hydraulic analysis, alternative analyses, environmental permitting review and Opinion of Probable Construction Cost (OPCC). The fee is typical for a project of this size and scope.

If this project is not awarded, solutions to resolve the closures and ongoing maintenance problems at the described bridge locations will not be explored and trail closures and excessive maintenance issues will continue.

Strategic Plan Goal:

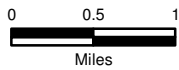
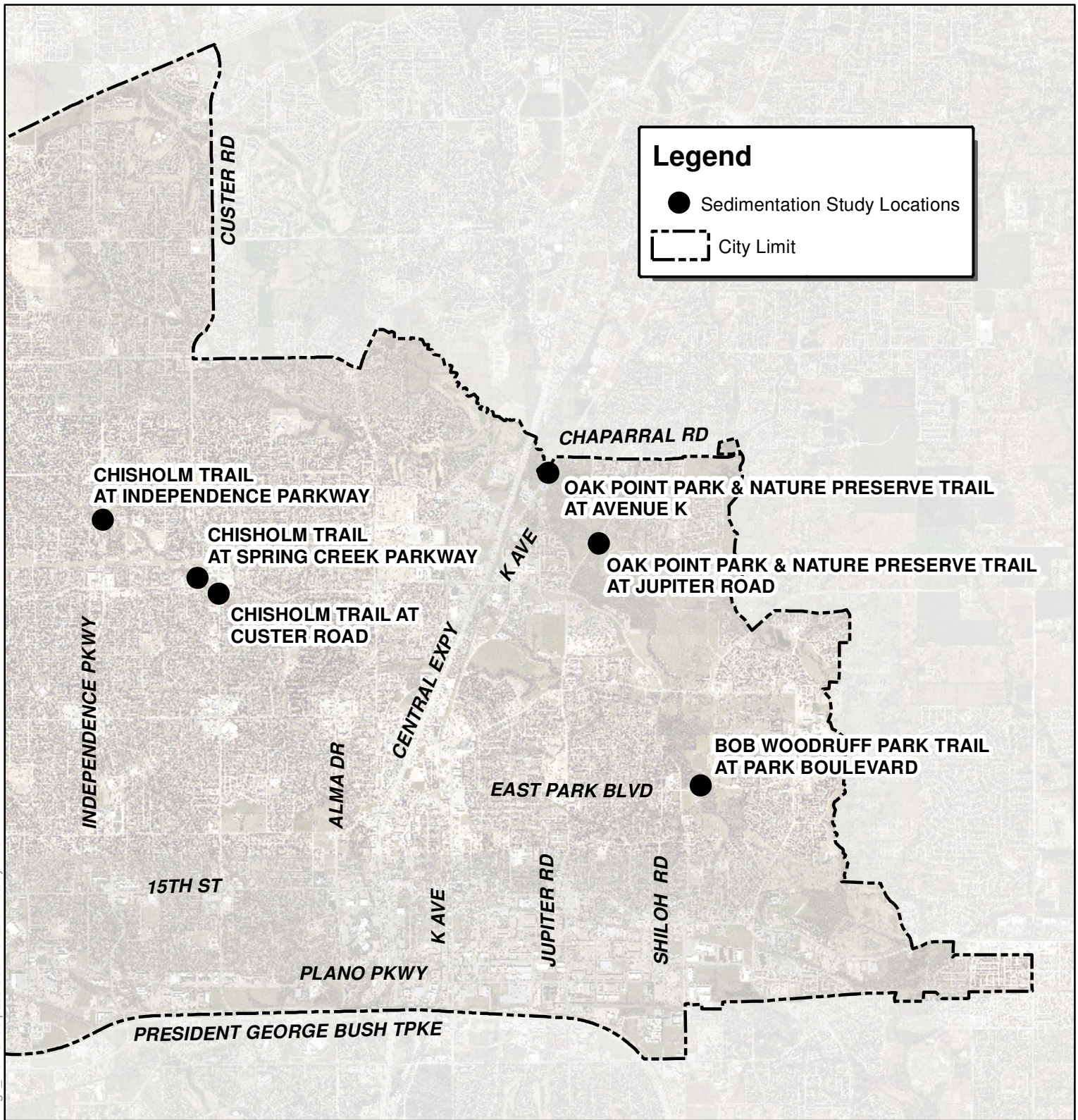
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	5/9/2018	Map



Bridge/Trail Underpass Sedimentation Study

Project Number: 6992

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: CVB

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure in the amount of \$225,000 for a grant of hotel-motel tax revenues to USA Softball DFW for hosting the USA Softball 2018 18U and 16U Gold Nationals softball tournament; 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	0	0	0
This Item	0	-225,000	0	-225,000
Balance	0	0	0	0

FUND(S): Convention & Tourism

COMMENTS:

This item funds a grant for USA Softball DFW 2018 Girls' 16-Under & 18-Under Gold National Championships. The estimated amount to be spent in FY 2017-18 for this year only is \$225,000 and \$4.1 million dollars in economic impact for the City of Plano and surrounding areas is estimated for this event.

This item is contingent upon approval of a companion supplemental appropriation item appropriating funding for the event.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	5/23/2018	Memo

Date: May 22, 2018

To: Diane Palmer-Boeck, Director, Procurement and Project Management
Robin Reeves, Director, Parks and Recreation

From: Mark Thompson, Director, Visit Plano

Subject: Approval of Expenditure - USA Softball DFW, Inc.

This agenda item is for approval of an expenditure of \$225,000 for a grant of hotel-motel tax revenues to USA Softball DFW, Inc. to host a large national softball tournament.

The Visit Plano and the Plano Parks and Recreation team made a successful bid to host USA Softball's 2018 Girls' 16-Under and 18-Under GOLD National Championships—two of the most prominent tournaments in Junior Olympic (JO) Championship Play. The event is July 15-21, 2018.

This event was awarded to Plano through a bid process we participated in at USA Softball's Annual Convention. If it were not for the foresight of our community leaders and the investment in such facilities as Heritage Yards, High Point Park and Archgate Park we would not be able to host such events.

Our original bid to host this event was for the 2019 tournament but we were offered the 2018 tournament and we did not believe this was something we could pass up. We expected to request funding in our 2018-19 budget if we were awarded the tournament. Funding was not included in our 2017-18 budget and; therefore, we are asking for a supplemental appropriation of \$225,000 from the Convention and Tourism Fund to cover the cost of hosting this tournament in 2018. A separate agenda item is being submitted for the supplemental appropriation.

This event will bring 88-100 teams staying six (6) nights in local hotels generating over 1,200 room stays for each day of the tournament. A conservative estimate, based on information from previous host cities, is that this event will have an economic impact of \$4.1 million dollars on Plano and the surrounding area benefiting hotels, restaurants, retail establishments, gas stations, car rental agencies, caterers, movie theaters and other area attractions.

These 88 teams will bring about 3,546 attendees per day for the 6 days of the tournament broken down as follows.

- 88 teams, 6 teams max from Texas
- 88 teams with 20 members per team (includes 2 coaches) = 1,700
- Plus a fan/family match of 1 per player = 1,584
- Staff of 100 umpires
- USA staff and field staff 50
- Vendors 12
- College coaches/scouts 100

For Plano to host this event, we are asking to provide a grant of \$225,000 from the Convention and Tourism fund (046) to USA Softball DFW, Inc. These funds will be used for the operations and management of this tournament. This event will generate revenues for the City, and no general fund dollars will be used.

With zero impact on the general fund, we believe this will be a win for the City of Plano and the area businesses benefiting from this large event. In particular, it would be a shot in the arm for our hotels because July tends to be one of their slower months. On the other hand, if this grant is not approved, Plano misses the opportunity to host one of the largest sporting events we have ever hosted; and as a destination city, we will miss out on the \$4.1 million dollar economic impact. This event is the type of event Convention and Tourism Fund dollars are intended to support.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Raini Layne

CAPTION

To approve an expenditure in the amount of \$126,884 for the purchase of blinds and audiovisual equipment for the Saigling House; 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	14,877,681	0	14,877,681
Encumbered/Expended Amount	0	-5,106,381	0	-5,106,381
This Item	0	-126,884	0	-126,884
Balance	0	9,644,416	0	9,644,416

FUND(S): TIF II Fund

COMMENTS:

Funding for this item will come from TIF funds. The purchase of equipment for the Saigling House in the amount of \$126,884 will leave ArtCentre of Plano's remaining bridge loan balance of \$73,116 to be repaid to TIF.

SUMMARY OF ITEM

To approve an expenditure in the amount of \$126,884 for the purchase of blinds and audiovisual equipment for the Saigling House; and authorizing the City Manager to execute all necessary documents.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description

Memo

Upload Date

5/18/2018

Type

Agreement

Date: May 3, 2018

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

From: Raini M Layne, Sr. Budget Analyst

Subject: Purchase of Assets from ArtCentre of Plano - Revised

The City of Plano currently owns Saigling House at 902 E 16th St, Plano Texas, 75074, renting to the ArtCentre of Plano. During renovations, ArtCentre of Plano purchased blinds and audiovisual (AV) equipment necessary to complete the city's vision of an arts and events center in Historic Downtown Plano. The installation of these assets preserves the allure and rental appeal of Saigling House.

With approval from the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors, staff recommends the City purchase the blinds and audiovisual equipment initially purchased and installed by the Saigling House tenant, ArtCentre of Plano. Both blinds and AV equipment would then remain with Saigling House as a non-capital City asset. Any repair to and maintenance of blinds and audiovisual equipment would fall within the general lease Agreement Section 13 (Repair and Maintenance), Subsection A (Tenant's Responsibility) executed between the City of Plano and ArtCentre of Plano.

The total amount of purchase is \$126,884 (\$12,102 for blinds and \$114,782 for AV equipment).

Funds to purchase these assets will come from Tax Incremental Financing (TIF). The total of \$126,884 will not, however be paid directly to the ArtCentre of Plano. Instead, it will be considered a good faith payment from the ArtCentre of Plano to the City of Plano on their bridge loan of \$300,000 from the TIF. Taking prior payments totaling \$100,000 into account along with the \$126,884 amount, the balance for repayment to the TIF will then be \$73,116.

xc: Karen Rhodes-Whitley, Director of Budget & Research
Denise Tacke, Director of Finance
Allison Friloux, Controller



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve a Development Agreement between the City of Plano and BGC SH190TPS LL Plano TX Land Acquisition, LLC for construction of a hike and bike trail at a cost of \$38,610 in conjunction with the Towneplace Suites Project; 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	14,877,681	0	14,877,681
Encumbered/Expended Amount	0	-5,106,381	0	-5,106,381
This Item	0	-38,610	0	-38,610
Balance	0	9,732,690	0	9,732,690

FUND(S): TIF II Fund

COMMENTS:

Funding for this item is available in the TIF II Fund. This development agreement for a hike and bike trail, in the total amount of \$38,610, will leave an available fund balance of \$9,732,690 available for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

This item is for approval of a Development Agreement between the City of Plano and BGC SH190TPS LL Plano TX Land Acquisition, LLC, (BGC).

The Towneplace Suites Project is located on K Avenue north of the George Bush Turnpike. BGC is required to construct a 4 foot wide sidewalk along K Avenue as part of their typical development requirements.

This agreement provides for the design and construction of a 10 foot wide, 6 inch thick hike and bike trail in lieu of the required 4 foot wide, 4 inch thick sidewalk along K Avenue. The City will pay BGC \$38,610 which is the difference in cost between the required sidewalk and the 10 foot wide trial. BGC will dedicate the hike and bike trail to the City by plat. Tax Increment Funding will be used for this project. This item was approved by the TIF #2 Board on April 24, 2018.

The K Avenue corridor between Downtown Plano, Richardson's City Line development and the future 12th Street Cotton Belt Station has been identified as a desirable pedestrian connection that will provide both direct and indirect economic and social benefits to the City, residents, and visitors.

If the Agreement is not approved, the construction of the trail at a later date will necessitate the demolition costs of the required sidewalk as well as the disruption of construction activity to hotel guests.

Strategic Plan Goal:

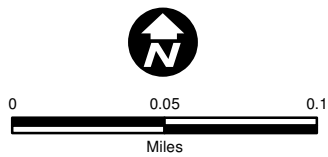
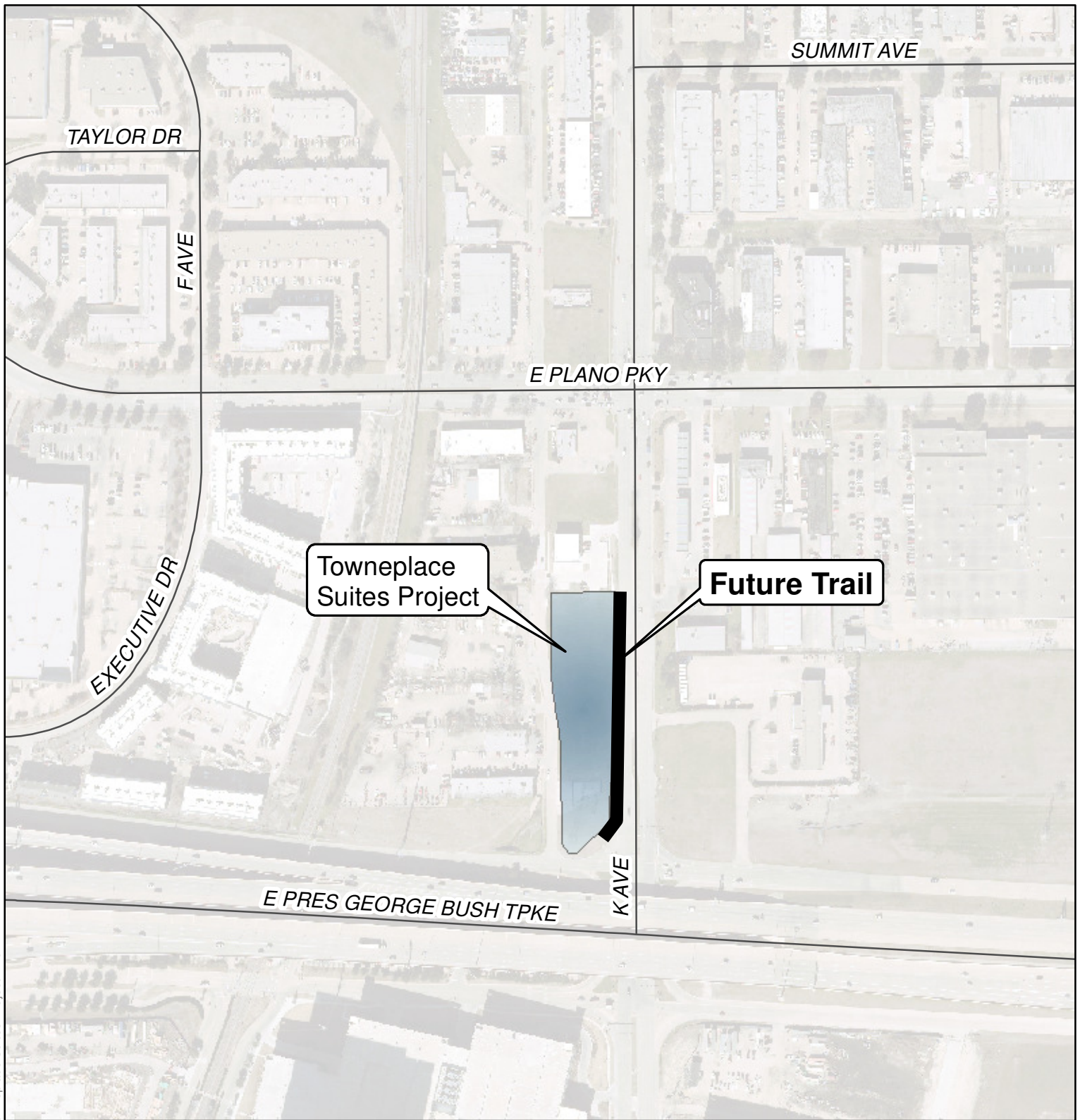
Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Location Map	5/11/2018	Map
Agreement	5/11/2018	Agreement



City of Plano Park Planning Division
4/27/2018

LOCATION MAP **Trail Acquisition at Towneplace Suites Project**

Project Location



**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND BGC SH190TPS LL PLANO TX
LAND ACQUISITION, LLC FOR THE TOWNPLACE SUITES PROJECT**

This Development Agreement ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation (the "City"), acting by and through its duly authorized officers, and BGC SH190TPS LL Plano TX Land Acquisition, LLC, a Texas limited liability company ("BGC"):

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, BGC desires to develop approximately 2 acres located north of George Bush Turnpike and between K Avenue and J Place (the "Property") and as shown in Exhibit "A" attached hereto; and

WHEREAS, BGC has proposed the development of a hotel on the Property in substantial compliance with a Preliminary Site Plan prepared by BGC attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

WHEREAS, BGC's proposed development is located in Tax Increment Financing District No. 2 ("TIF 2") and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed public improvements, the hike and bike trail (the "Hike and Bike Trail") shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, the Hike and Bike Trail project is consistent with improvements that may be constructed under the TIF2 budget for streetscapes, for which Thirty Eight Thousand Six Hundred Ten Dollars (\$38,610) may be expended; and

WHEREAS, the termination date for TIF 2 is December 31, 2029; and

WHEREAS, BGC's proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013; and

WHEREAS, the development of the Property in accordance with the Plan by BGC will contribute important direct and indirect economic and social benefits to the City, including, but not limited to the creation of a hotel development in close proximity to downtown Plano and the DART rail station; and

WHEREAS, the Hike and Bike Trail will contribute important direct and indirect economic and social benefits to the City, including but not limited to improving connectivity between downtown Plano, Haggard Park, City Line, Downtown DART Rail Station, and the future 12th Street Cotton Belt Station; and

WHEREAS, the construction of the Hike and Bike Trail and the Development improves the City's public health, safety and general welfare.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. BGC'S OBLIGATIONS

- A. Prior to receiving the first half of the funding from the City as authorized by this Agreement, BGC shall:
 - 1. Obtain approval of appropriate zoning, a preliminary site plan, preliminary plat and release of engineering plans for construction of public improvements as required to develop a hotel on the Property (the "Development");
 - 2. Obtain all necessary City permits to begin construction of the Development;
 - 3. Request payment from the City in writing.
- B. Prior to receiving the second half of the funding from the City as authorized by this Agreement, BGC shall:
 - 1. Provide design and construction plans for the Hike and Bike Trail to the City for review and approval before construction.
 - 2. Complete the construction and installation of all public improvements described in Exhibit "C" attached hereto. The public improvements, including but not limited to the Hike and Bike Trail, shall be constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Standard Park and Trail Construction Details, the City Code of Ordinances, and the City Zoning and Subdivision Ordinances. The Hike and Bike Trail shall be substantially completed on or before March 30, 2019;
 - 3. Dedicate by plat the public improvements, including but not limited to the Hike and Bike Trail to the City, assign all contractors' warranties and maintenance bonds, and providing any other instrument that the City may reasonably request.
 - 4. Request payment from the City in writing.

SECTION 2. CITY'S OBLIGATIONS

- A. The City shall perform the following obligations:
1. Pay Nineteen Thousand Three Hundred and Five dollars (\$19,305) upon BGC's completion of the requirements in Section 1(A) above and after receipt of BGC's written request for payment. Reimburse BGC for eligible expenses for "Project Costs" (as defined hereinafter) for the Hike and Bike Trail in an amount not to exceed the remaining Nineteen Thousand Three Hundred and Five dollars (\$19,305), after final inspection and acceptance of the public improvements, including but not limited to the Hike and Bike Trail, by the City in accordance with Section 1(B)(2) above and after receipt of BGC's written request for payment. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs for the Hike and Bike Trail, including but not limited to:
 - i. Construction of the Hike and Bike Trail required by the City, that is described or specified on the Plans and in the City's Standard Park and Trail Construction Details; and
 3. "Overhead Costs" means:
 - i. overhead and management fees of BGC;
 - ii. financing charges;
 - iii. marketing costs;
 - iv. legal fees; and
 - v. payments made to entities affiliated with or related to BGC to the extent such payments made to entities affiliated with or related to BGC do not exceed what is reasonable and customary for such services.
- B. All payments for Hike and Bike Trail reimbursement to BGC under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be obligated for payment from the City's general fund or any other City fund unrelated to TIF 2 funds;

SECTION 3. DESIGN AND CONSTRUCTION

- A. Construction inspection will be provided by the City through its Park Compliance Coordinator who will inspect forms and reinforcing steel, and review laboratory verification of concrete strength and perform other inspections as appropriate to determine conformance with the City's Standard Park and Trail Construction Details for the Hike and Bike Trail.

- B. BGC shall obtain any and all required local, state and federal governmental approvals and permits required for construction of the public improvements, including but not limited to the Hike and Bike Trail.
- C. BGC shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Hike and Bike Trail at the Property. BGC shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage and naming the City of Plano as additional insured prior to the commencement of construction of the Hike and Bike Trail.
- D. BGC shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. BGC shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage and naming the City of Plano as additional insured prior to the commencement of construction of the Hike and Bike Trail.
- E. Except as provided herein, all project designs, drawings, site plans and other documents produced by BGC in connection with the Development, including those attached to this Agreement, shall remain the property of BGC. In exchange for BGC's acceptance of the above-described payment from the City, a PDF of the plans created for the Hike and Bike Trail shall become the property of the City upon dedication as required by Section 1(B)(2) of this Agreement.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

Should BGC fail to complete installation of the Hike and Bike Trail by the date specified in Section 1(B)(1) of this Agreement, the City shall have no obligation to expend monies to complete the Public Improvements or to pay to BGC the remaining amount under Section 1(B) unless delay of performance is excused under Section 5 below.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of the Hike and Bike Trail contemplated hereunder is delayed by reason by war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2019 (the "Initial Termination Date"), unless extended as provided herein. BGC may request an extension of the Initial Termination Date by providing a written request to the City Manager, which request may be approved by the City Manager or his designee without further City Council approval (the "Extended Termination Date"; the Initial Termination Date together with the Extended Termination Date being herein collectively referred to as the "Termination Date"). Upon the Termination Date this

agreement will automatically terminate and upon request from BGC the City will execute a release in a recordable form acknowledging the termination of this agreement.

SECTION 7. AUTHORITY OF BGC

BGC represents and warrants to the City that BGC is duly formed, validly existing and in good standing under the laws of the State of Texas. BGC will provide a certificate of status from the Texas Secretary of State's office evidencing BGC's current legal status and authority to conduct business in Texas. BGC represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of BGC and the City, enforceable in accordance with its terms.

SECTION 8. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. BGC becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that BGC retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 9. REMEDIES

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

SECTION 10. BANKRUPTCY

In the event BGC files for bankruptcy, whether involuntarily or voluntary, BGC shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place BGC in immediate default with the terms and conditions of this Agreement.

SECTION 11. INDEMNIFICATION

BGC AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER

HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY BGC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF BGC, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH BGC IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. BGC AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF BGC'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF BGC'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. BGC SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF BGC FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND BGC SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

BGC acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable. BGC has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "E".

SECTION 13. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for BGC, to:

BGC SH190TPS LL Plano TX Land
Acquisition, LLC
Attention: Michael H. Mahoney, Vice President
13647 Montfort Drive
Dallas, Texas 75240

SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or BGC is required, or whenever the City or BGC is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by

City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by BGC shall be by the CEO, CFO or Vice President or any officer of BGC so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

SECTION 15. GIFT TO PUBLIC SERVANT

- A. City may terminate this Agreement immediately if BGC has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require BGC to remove any employee of BGC from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to BGC as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE

Owner 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."

Owner 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 Agreement will be placed on hold.

SECTION 17. CERTIFICATION

Contractor certifies that it does not and will not boycott Israel during the term of this Contract. Contractor has executed the Certification, attached and incorporated herein as Exhibit "F".

SECTION 18. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

SECTION 19. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 20. LEGAL CONSTRUCTION

In case 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 any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 21. COUNTERPARTS

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

SECTION 22. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 23. SUCCESSORS AND ASSIGNS

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of BGC and the City of Plano City Council, which approvals shall not be unreasonably withheld.
- B. An assignment or delegation of this Agreement to an Affiliate of BGC shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of BGC expressly assumes all of the obligations of BGC under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between BGC and an Affiliate. BGC shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of BGC; any entity in which BGC is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, BGC shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by BGC in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of BGC herein are included in such assignment.

SECTION 24. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between BGC and the City with respect to the Property. Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 25. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

EXECUTED on the _____ day of _____, 2018, by City, signing by and through its City Manager.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

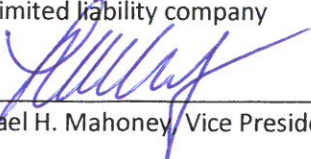
COUNTY OF COLLIN

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.

Notary Public, State of Texas

My Commission Expires: _____

BGC SH190TPS LL Plano TX Land Acquisition, LLC,
a Texas limited liability company

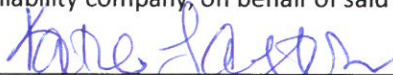
By: 
Michael H. Mahoney, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 6 day of April, 2018, by Michael H. Mahoney, Vice President of **BGC SH190TPS LL Plano TX Land Acquisition, LLC**, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

My Commission Expires: 09-06-2021

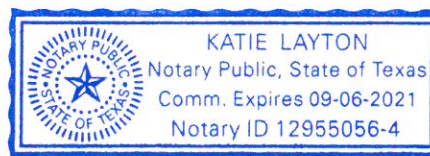


EXHIBIT A

Legal Description

[This should be a description of the entire Development, and can be from the preliminary plat or metes and bounds.]

OWNER'S CERTIFICATION

STATE OF TEXAS COUNTY OF COLLIN

WHEREAS BGC SH190TPS LL PLANO TX LAND ACQUISITION, LLC, is the owner of the tract of land situated in the Samuel Klepper Survey, Abstract No. 216, and the James G. Vance Survey, Abstract No. 938, City of Plano, Collin County, Texas, and being all of Lots 2 and 3, Block B, Palisades Business Park No. 2, an addition to the City of Plano, Texas according to the plat recorded in Cabinet H, Page 204, Map Records of Collin County, Texas, and being all of "TRACT 2" described in Special Warranty Deed to BCG SH190TPS LL PLANO TX LAND ACQUISITION, LLC recorded in Instrument No. 20150505000516820, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the west right-of-way line of K Avenue (State Highway No. 5 a 100-foot wide right-of-way at this point), for the northeast corner of said Lot 2;

THENCE with said west right-of-way line of K Avenue, the following courses and distances:

South 0°21'30" East, a distance of 353.24 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

South 4°50'10" West, a distance of 165.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 0°21'30" East, a distance of 45.94 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for northernmost end of a right-of-way corner clip at the intersection of said west right-of-way line of K Avenue and the north right-of-way line of State Highway No. 190 (a variable width right-of-way); from said point a 5/8-inch iron rod found bears North 15°38'23" East, a distance of 2.63 feet;

THENCE with said right-of-way corner clip, South 46°47'19" West, a distance of 113.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southernmost end of said right-of-way corner clip;

THENCE with said north right-of-way line of State Highway No. 190, North 86°59'50" West, a distance of 17.25 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the southernmost end of a right-of-way corner clip at the intersection of said north line of State Highway No. 190 and the east right-of-way line of J Place (a variable width right-of-way);

THENCE with said right-of-way corner clip, North 43°46'31" West, a distance of 28.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northernmost end of said right-of-way corner clip; from said point a 5/8-inch iron rod with plastic cap stamped "GORRONDONA & ASSOCIATES FORT WORTH, TX" found bears North 25°11'46" East, a distance of 2.23 feet;

THENCE with said east right-of-way line of J Place, the following courses and distances:

North 0°16'20" West, a distance of 215.08 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 12°50'19", a radius of 525.00 feet, a chord bearing and distance of North 6°41'30" West, 117.39 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 117.64 feet to and "X" cut in concrete found at the beginning of a reverse curve to the right having a central angle of $12^{\circ}50'19''$, a radius of 475.00 feet, a chord bearing and distance of North $6^{\circ}41'30''$ West, 106.21 feet;

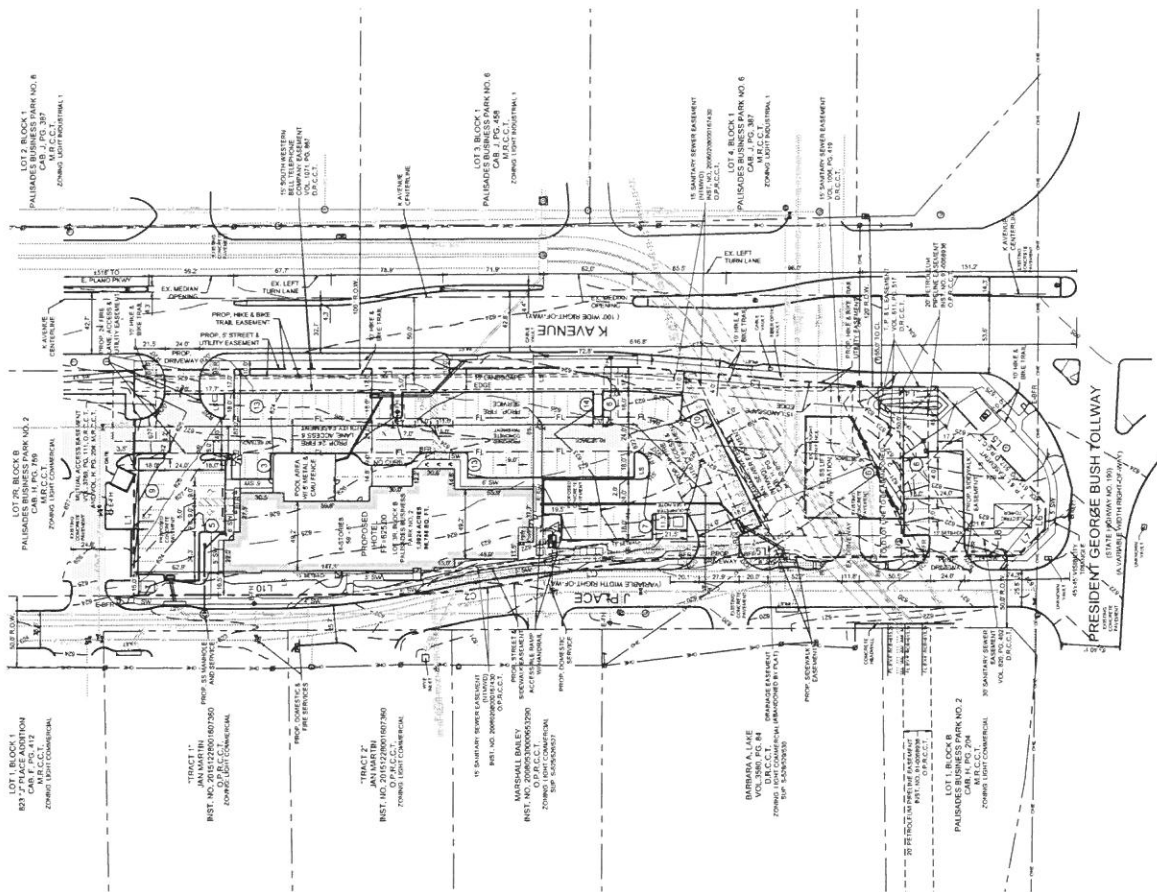
In a northwesterly direction, with said curve to the right, an arc distance of 106.44 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

North $0^{\circ}16'20''$ West, a distance of 182.60 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 2;

THENCE departing said east right-of-way line of J Place and with the north line of said Lot 2, North $89^{\circ}48'38''$ East, a distance of 158.61 feet to the **POINT OF BEGINNING** and containing 1.9924 acres or 86,788 square feet of land.

EXHIBIT B

PRELIMINARY SITE PLAN



LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°48'0"E	158.61'
L2	S00°21'30"E	353.24'
L3	S04°50'10"W	166.68'
L4	S00°21'30"E	45.94'
L5	S46°47'19"W	113.01'
L6	N06°59'50"W	17.26'
L7	N43°46'31"W	28.33'
L8	N00°16'20"W	95.35'
L9	N00°16'20"W	118.73'
L10	N00°16'20"W	182.80'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	12°50'18"	525.00'	117.64'	N65°41'30"W	117.36'
C2	12°50'18"	475.00'	100.44'	N66°41'30"W	106.21'

[illegible]

LANDSCAPE EDGE	15 FT
J PLACE	15 FT
K AVENUE	

BUILDING SETBACK SUMMARY	
K AVENUE	50 FT
GEORGE BUSH TOLLWAY	50 FT
J PLACE	15 FT

[illegible]

WATER METER SCHEDULE					
ID	TYPE	SIZE	NO	EXPROP	SAN SEWER
Δ	DOM	4"	1	PROPOSED	6"
Δ	IRR	1 1/2"	1	PROPOSED	N/A

SITE PLAN
SP2018-001)

TOWNPLACE SUITES
LOT 3R, BLOCK B
PALISADES BUSINESS PARK NO. 2 ADDITION
PLANO, TEXAS

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-258-3820
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. F-928
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FOR REVIEW ONLY - NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES

Kimley-Horn

Engineer KEVIN P. GRAHAM
P.E. No. 120229

DATE	6/02/2018
E AS SHOWN	
PACK BY	KPG
BY	KPG
EXED BY	KPG

MINUTES

ACE SU
BLOCK B
S PARK NO. 2 A
D, TEXAS

WNEPL
LOT 3R
ADES BUSINESS
PLAND

TOV
PALIS

LAN
(8-001)

SP2018

ENGINEER'S SHEET NUMBER

C-101

GRAPHIC SCALE IN FEET

[illegible]

PLAT NOTE

IF THIS DEVELOPMENT, EXISTING BLOCK B, PALISADES BUSINESS 2, WILL BE RE-PLATTED INTO A 6 FT SOLID METAL WALL TO MATCH BUILDING, DUMPSTER IN 6 FT MASONRY SOLID WALL TO MATCH BUILDING.

EXISTING, THERE IS AN EXISTING, THERE IS AN

SEE NOTE

ID	CALIPER 22"	SPECIES MULTITRUNCATUS

SITE PLAN GENERAL NOTES

- NOTES 6 000 SQUARE FEET OR GREATER SHALL BE 100% FIRE

PAVEMENT SHALL BE DESIGNED AND CONSTRUCTED PER CITY'S STANDARD SPECIFICATIONS. UNPAVED PARKING AREAS SHALL BE DESIGNED AND PROVIDED TO MEET THE REQUIREMENTS OF THE CITY OF CHICAGO. SIDEWALKS SHALL COMPLY WITH REQUIREMENTS OF THE CHICAGO BUILDING CODE.

PHASE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION

REMOVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEER APPROVED STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.

FOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS OF THE CODE OF ORDINANCES.

SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN ARTICLE 24 OF THE CITY OF LOS ANGELES ORDINANCES: EXHAUSTION, VIBRATION, NOISE, SMOKE AND PARTICULATE MATTER, ODOR, AND TOXIC AND HAZARDOUS MATERIALS. THE STANDARDS SHALL BE ENFORCED BY THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, DIVISION OF AIR QUALITY, AND/OR OTHER PERFORMANCE STANDARDS.

GENERAL NOTES:
DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED
DIM ARE 2' 0" UNLESS OTHERWISE NOTED

CITY PROJECT # SD2018 001

OF
SITE PLAN

1.9924 AC,
SITUATED IN THE SAMUEL KLEPPER
SURVEY, ABSTRACT NO. 216

CITY OF PLANO, COLLIN COUNTY, TEXAS
DATE: JANUARY 11, 2018

104 896
JOHN MANLEY
CONTACT: ADRIAN GORDON, P.

EXHIBIT C

Description and Cost Estimates of Public Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

Eligible Scope items:	<u>Cost Estimate</u>
A. Site Clearing, Site Grading, Site Preparation and Clean Up	\$ 8,077
B. Concrete Trail Improvements, including \$38,610 for hike & bike trail	\$ 86,021
C. Irrigation Systems and Landscape	\$ 4,782
D. Civil Engineering and Surveying	\$ 905
E. General Conditions, Mobilization, Traffic Control and Street Cleaning	<u>\$ 6,906</u>
 TOTAL ESTIMATED COSTS OF PUBLIC IMPROVEMENTS	 \$106,691
 BGC Portion of Public Improvement Costs	 \$ 99,785
 TOTAL CITY PORTION OF PUBLIC IMPROVEMENT COSTS	 \$ 38,610

EXHIBIT D

Contractor's and BGC's Insurance Requirements

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

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

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

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

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

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

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

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

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

EXHIBIT E

Affidavit of No Prohibited Interest

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of BECSTH190TPS LLC, a PLANO TX LAND ACQUISITION LLC, a liability company organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of BECSTH190TPS LLC, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Company Name BELSHAW TRS LL PRANDTXLAND ACQUISITION, LLC

By: [Signature]
Signature

Michael Mahoney
Print Name

Vice President
Title

4/6/18
Date

STATE OF TEXAS §

COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 10 day of April, 2018

[Signature]
Notary Public, State of Texas

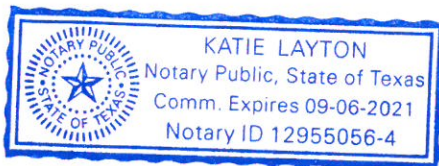
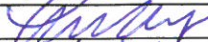


EXHIBIT F

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

Company Name: B6L5H190 IPSLL PLANO TX LAND ACQUISITION, LLC
SIGNED BY: 
Print Name & Title: Michael Mahoney - Vice President
Date Signed: 4/6/18

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company for contracts of goods or services (which includes contracts formed through purchase orders) over \$50,000.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Legal

Department Head: Paige Mims

Agenda Coordinator: Paige Mims

CAPTION

Resolution No. 2018-5-1(R): To approve the hiring of Victor A. Flores as Assistant City Attorney III by the City Attorney; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	54,748	0	54,748
Encumbered/Expended Amount	0	0	0	0
This Item	0	-54,748	0	-54,748
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: Funding for this item, in the amount of \$54,748 (including benefits), is included in the approved 2017-18 Budget. City Charter authorizes the hiring of attorneys with the approval of the City Council.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution approving the hiring of Victor A. Flores	5/17/2018	Agreement

A Resolution of the City of Plano, Texas, approving the hiring of Victor A. Flores as Assistant City Attorney III by the City Attorney; and providing an effective date.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in litigation and to advise city departments and boards; and

WHEREAS, the City Attorney has selected Victor A. Flores to be hired as an Assistant City Attorney III and is requesting the City Council's approval of same.

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

Section I. The City Council approves the hiring by the City Attorney of Victor A. Flores as Assistant City Attorney III, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

DULY PASSED AND APPROVED this the 29th day of May, 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: 5/29/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Raini Layne

CAPTION

Ordinance No. 2018-5-2: To transfer the sum of \$225,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item "H", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	10,170,971	0	10,170,971
Encumbered/Expended Amount	0	0	0	0
This Item	0	225,000	0	225,000
Balance	0	10,395,971	0	10,395,971

FUND(S): Convention & Tourism Fund

COMMENTS:

This is the first supplemental appropriation for the FY 2017-18 Convention & Tourism Budget, totaling \$225,000. Additional hotel/motel tax revenues that exceed original revenue estimates in the 2017-18 Budget offset this supplemental appropriation.

SUMMARY OF ITEM

Supplemental Appropriation No. 2

This supplemental appropriation provides funding for the USA Softball 18U and 16U Gold National Tournament. Approval would allow for the best utilization of the highest operating efficiency of the Parks & Recreation Department. This item will have a direct economic impact of an estimated \$4.1 million dollars on the City of Plano and the surrounding area, and adds expenditures to the Convention & Tourism Fund's 2017-18 Operating Budget.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	5/10/2018	Ordinance
Supplemental Appropriation Log	5/8/2018	Informational

An Ordinance of the City of Plano, Texas, transferring the sum of \$225,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item “H”, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2017-18 setting the appropriations for the Convention & Tourism Fund at \$10,170,971; and

WHEREAS, the City of Plano Parks & Recreation Department is requesting an additional appropriation in the total amount of \$225,000 to provide funding for the USA Softball 18U and 16U Gold National Tournament; and

WHEREAS, such costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the Convention & Tourism Fund to provide funding for the USA Softball 18U and 16U Gold National Tournament allows for the best utilization of the highest operating efficiency of the Parks & Recreation Department, and that such action is a public necessity.

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

SECTION I. The estimated sum of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) is hereby transferred from the Convention & Tourism Unappropriated fund balance to the Convention & Tourism Operating Appropriation, as reflected in Section 1, Item “H” of the ordinance.

SECTION II. The budget of the City of Plano for fiscal year 2017-18 as adopted by Ordinance No. 2017-9-6 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This Supplemental Appropriation No. 2 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 29th DAY OF MAY, 2018.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2017-18
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Additional fifteen (15) Police Officers for SROs	Police	973,288
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 973,288</u>
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PTV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
USA Softball Gold Nationals Tournament	Parks & Recreation	\$ 225,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ 225,000</u>
TOTAL RISK MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$ 1,198,288</u>



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 5/29/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2018-5-3: To amend Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	452,106	0	452,106
Encumbered/Expended Amount		0	-263,024	0	-263,024
This Item		0	-17,125	0	-17,125
BALANCE		0	171,957	0	171,957

FUND(S): General Fund

COMMENTS: Funding for this item is available in the Signals and Sign Shop cost centers within the General Fund budget. Producing special signage and scheduling school zone flashers for summer school, in the estimated amount of \$17,125, will leave a balance of \$171,957 available for future expenditures to address traffic signal maintenance and traffic sign replacement throughout Plano.

SUMMARY OF ITEM

The Plano Independent School District (PISD) has requested the implementation of school speed zones adjacent to 18 school campuses selected to remain open for the June, 2018 summer school session. Because summer school sessions operate during different calendars and operating times than the regular

school year, the City Council adopted Section 12-73.1 Same – Specific Zones – Summer School on April 27, 2009. This section of city ordinances is school and zone specific, and requires annual updates as the PISD selects schools and dates for the summer school session. The Transportation Engineering Division supports the adoption of this ordinance amending Section 12-73.1(d) for the 2018 summer school session. By City Council approval of this ordinance the school zone signs for each affected school will be modified. The estimated cost to install the signs is \$17,125.

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
Location Maps	5/16/2018	Map
Ordinance	5/11/2018	Ordinance

Proposed Dates & Times:
6/6/2018 - 6/28/2018
7:15 AM - 8:00 AM / 11:45 AM - 12:30 PM



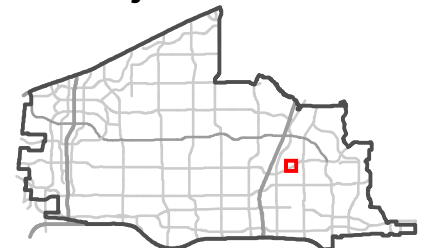
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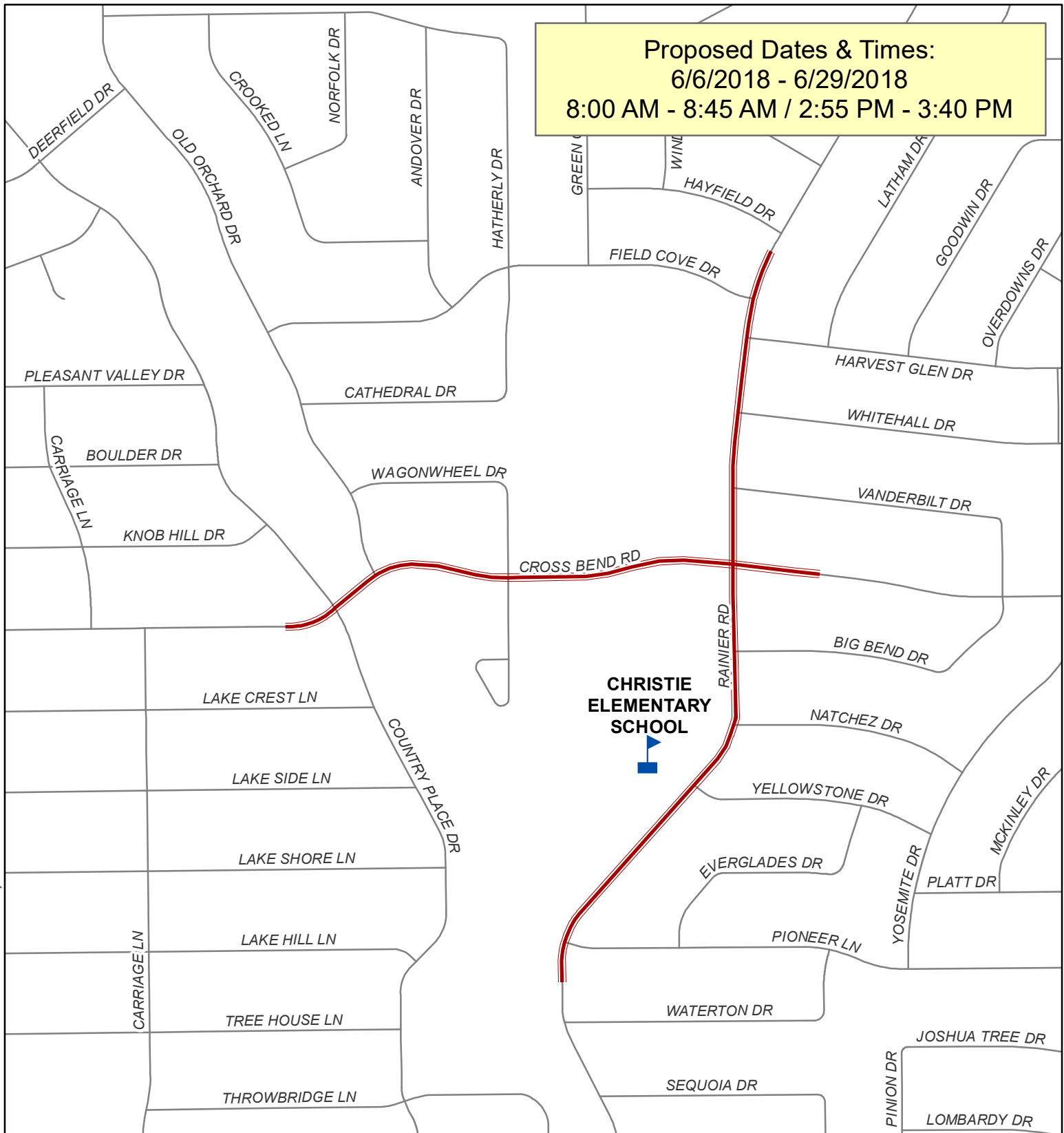
City of Plano GIS Division
May 2018

Barron Elementary School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/6/2018 - 6/29/2018
8:00 AM - 8:45 AM / 2:55 PM - 3:40 PM



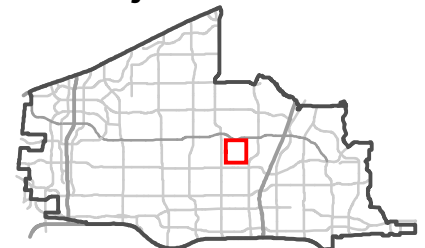
0 250 500
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City of Plano GIS Division
 May 2018

Christie Elementary School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/7/2018 - 6/28/2018
8:30 AM - 9:15 AM / 12:45 PM - 1:30 PM

CLARK HIGH
SCHOOL

STADIUM DR

CHASE OAKS BLVD

W SPRING CREEK PKWY

BUFFALO BND

MIDDLE COVE DR

EAGLE PASS

LINCOLN DR

PINTO CIR

FRONTIER LN

PREMIER DR

HERITAGE DR



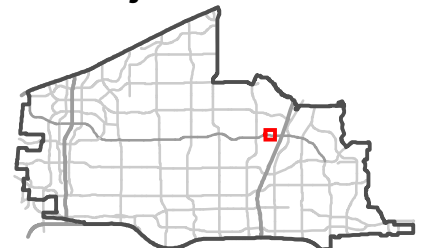
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Feet



City of Plano GIS Division
May 2018

Clark High School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/6/2018 - 6/29/2018
8:00 AM - 8:45 AM / 2:55 PM - 3:40 PM



NAPLES DR

LORIMAR DR

CELADINE DR

PEBBLE BROOK LN

BRAMLEY WAY

NASMYTH DR

MCALICE DR

WHISTLER DR

FORBES DR

DAFFODIL TRL

TRILLIUM DR

PRESTON MEADOW DR

PRESTON MEADOW DR

EMERSON DR

BENTLEY DR

ARLEN DR

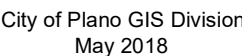
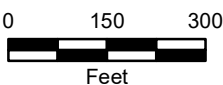
ARLEN CT

BENTLEY CT

DARION LN

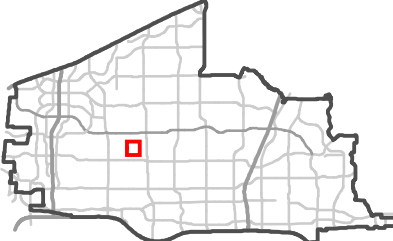
VIRGINIA DR

VIRGINIA CT

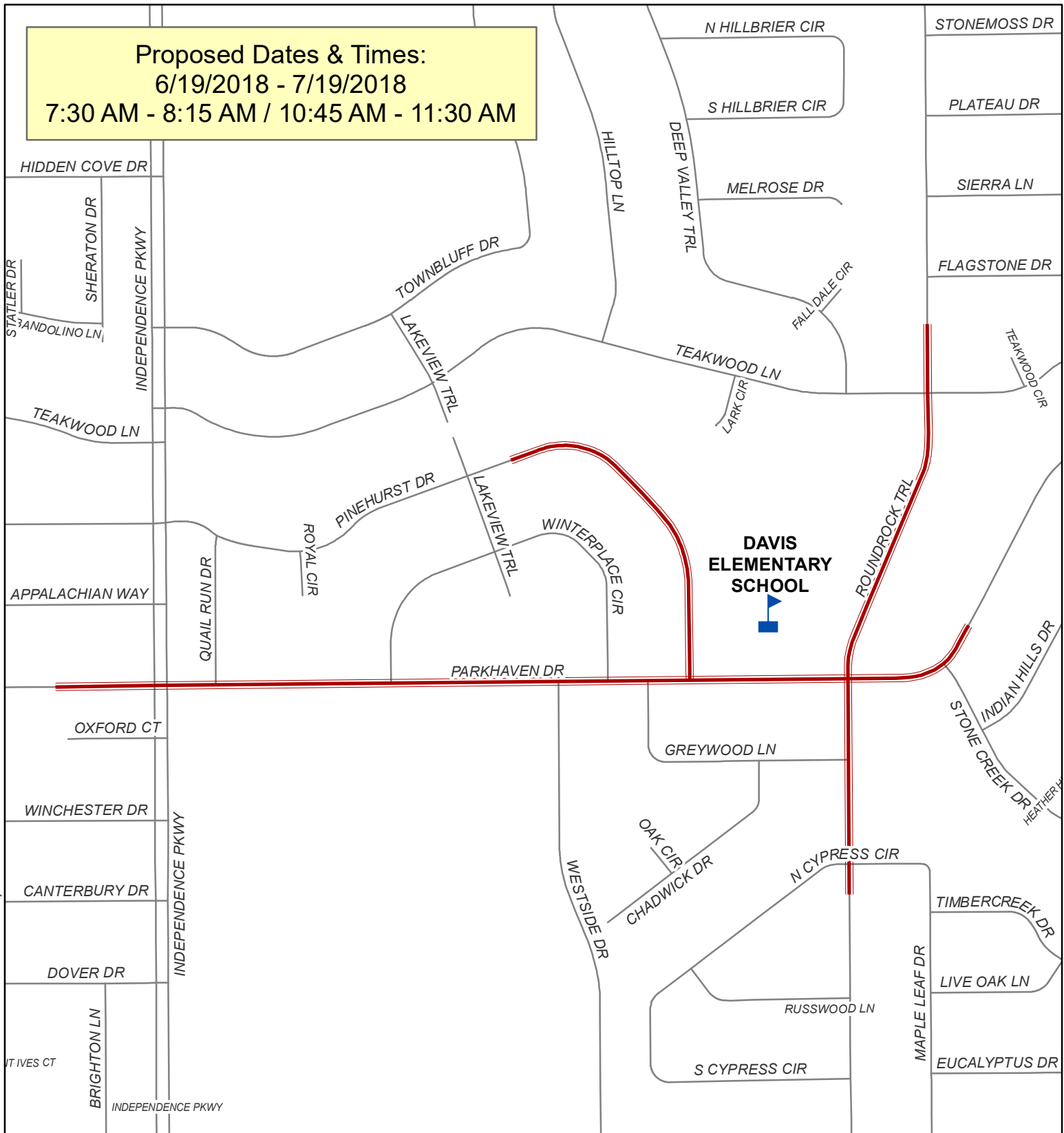


Daffron Elementary School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/19/2018 - 7/19/2018
7:30 AM - 8:15 AM / 10:45 AM - 11:30 AM



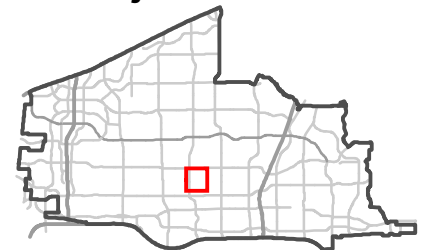
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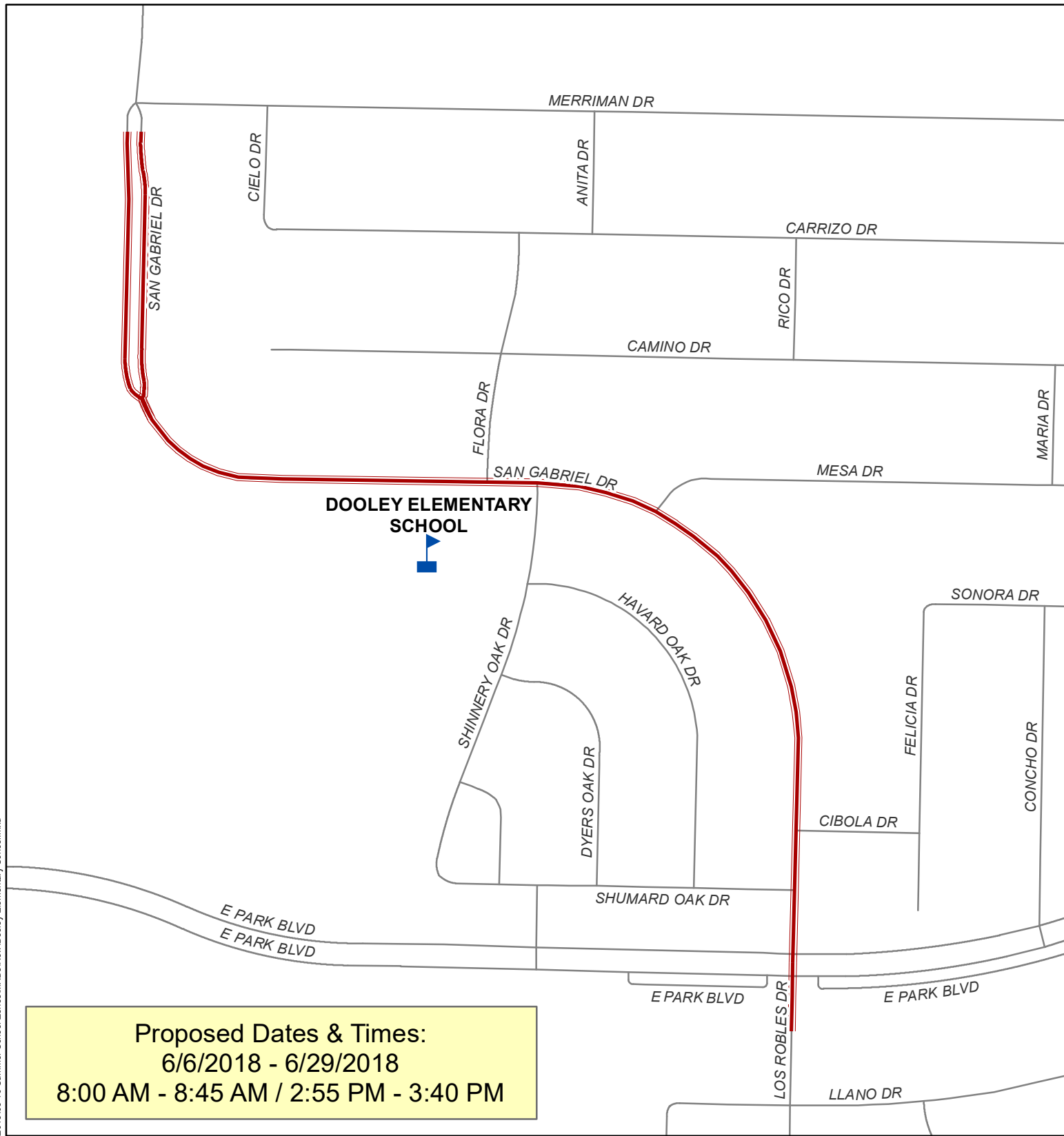
City of Plano GIS Division
 May 2018

Davis Elementary School Summer School Zone Map

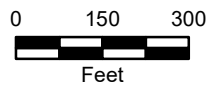
Project Location



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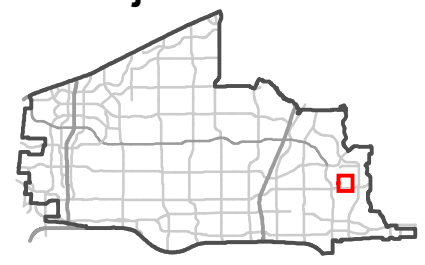


Proposed Dates & Times:
6/6/2018 - 6/29/2018
8:00 AM - 8:45 AM / 2:55 PM - 3:40 PM

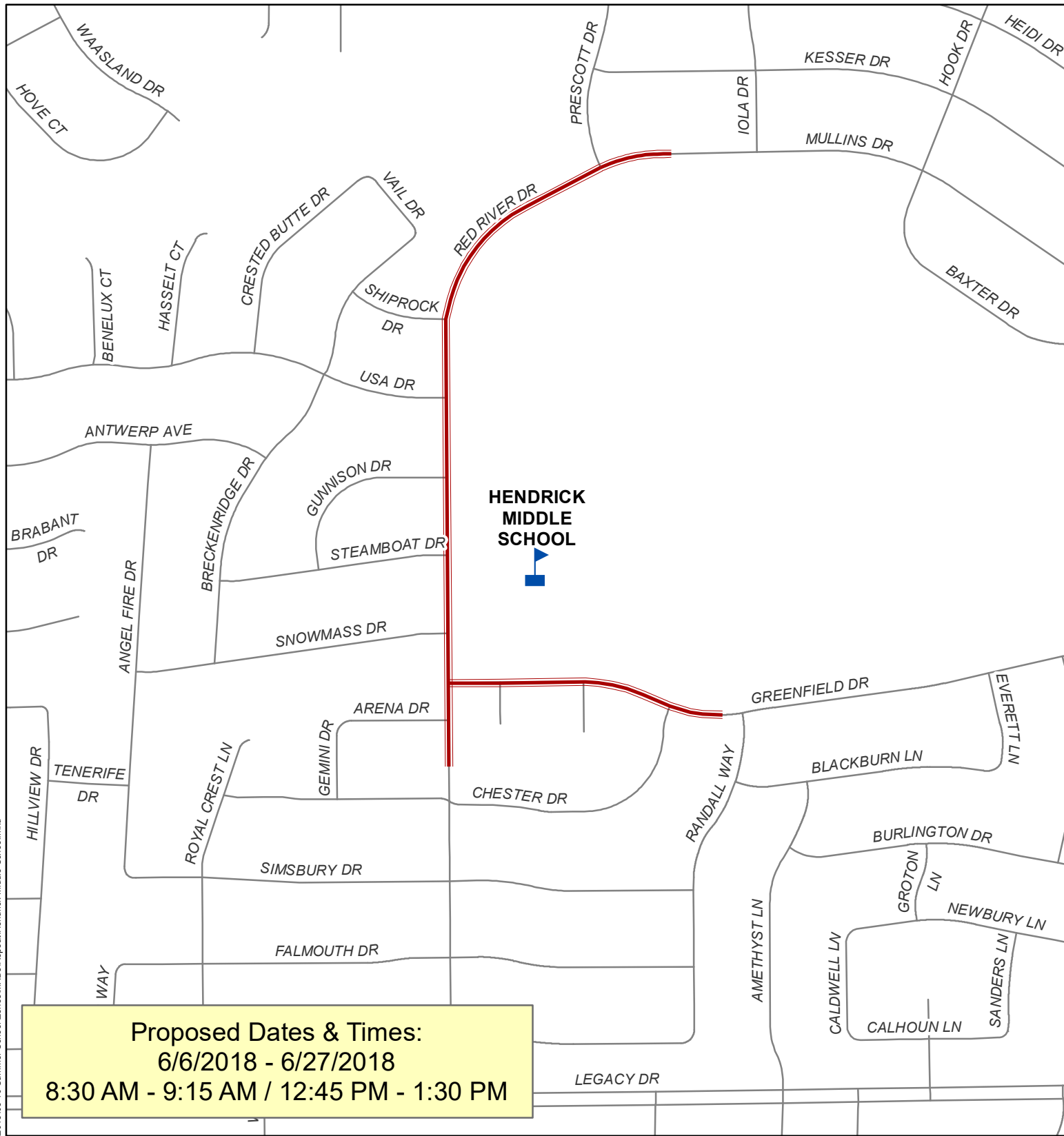


Dooley Elementary School Summer School Zone Map

Project Location



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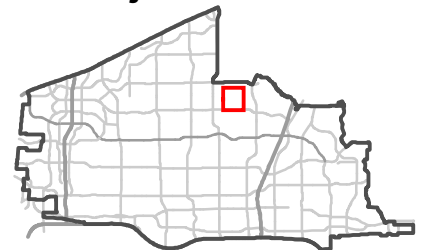


Proposed Dates & Times:
6/6/2018 - 6/27/2018
8:30 AM - 9:15 AM / 12:45 PM - 1:30 PM



Hendrick Middle School Summer School Zone Map

Project Location



Proposed Dates & Times:

6/6/2018 - 6/29/2018

8:00 AM - 8:45 AM / 2:55 PM - 3:40 PM

BONNIEBROOK DR

COLCHESTER DR

BROOKSHIRE DR

JOMAR DR

PENNSYLVANIA LN

TRINITY LN

COLGATE PL

**JACKSON
ELEMENTARY
SCHOOL**

FORESTER WAY

STANFORD DR

ROBIN RD

DARTMOUTH DR

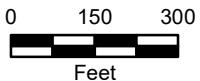
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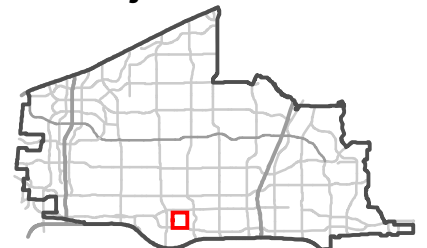
JACKSON DR

JACKSON DR

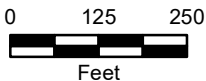
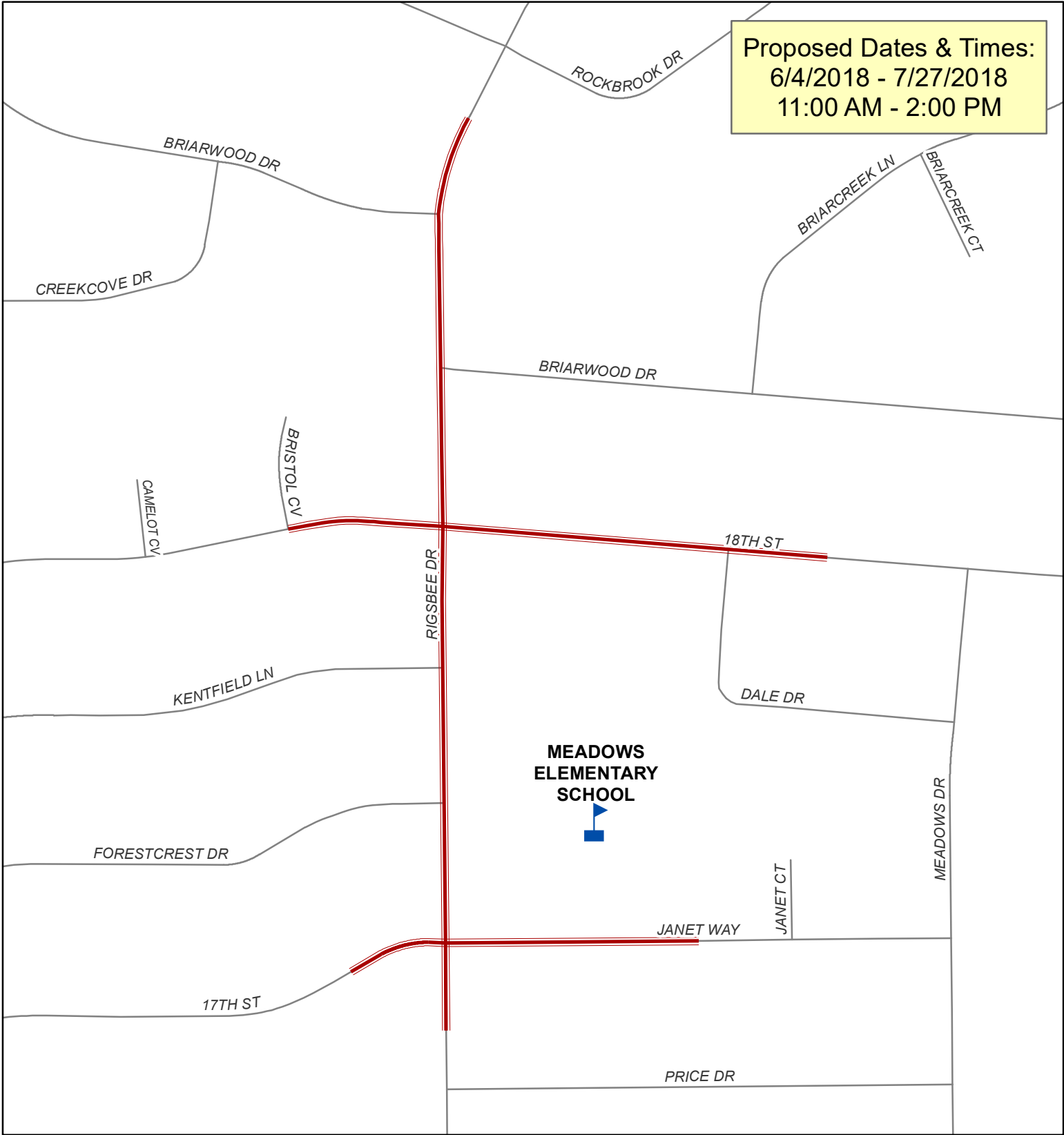


Jackson Elementary School Summer School Zone Map

Project Location

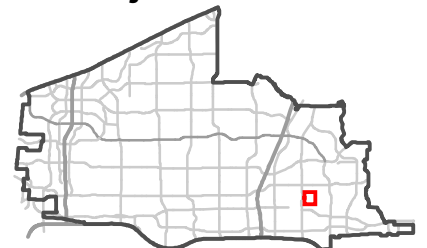


Proposed Dates & Times:
6/4/2018 - 7/27/2018
11:00 AM - 2:00 PM

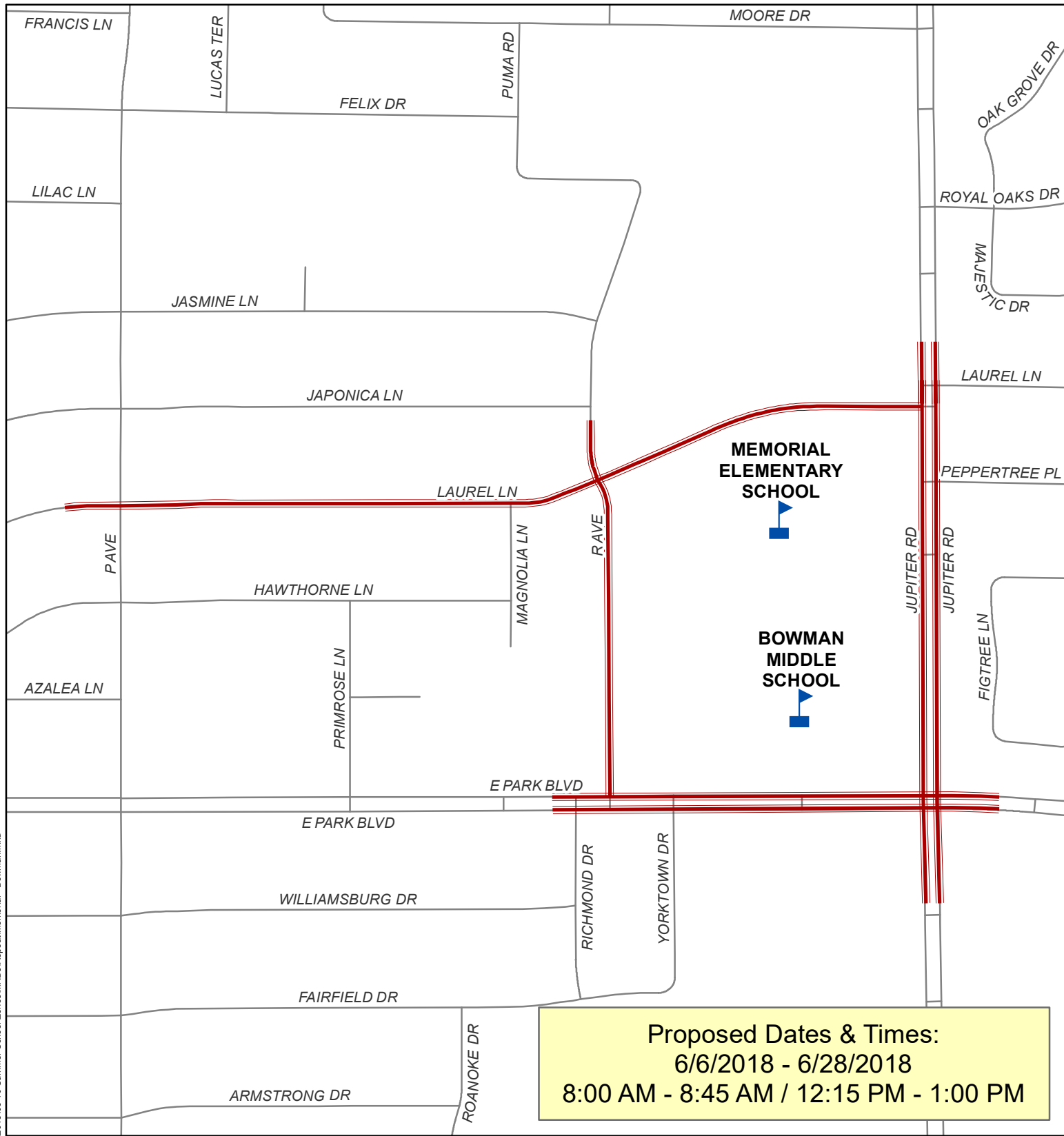


Meadows Elementary School Summer School Zone Map

Project Location



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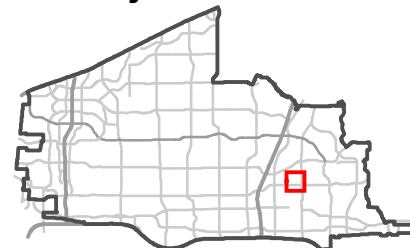
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City of Plano GIS Division
May 2018

Memorial Elementary School and Bowman Middle School Summer School Zone Map

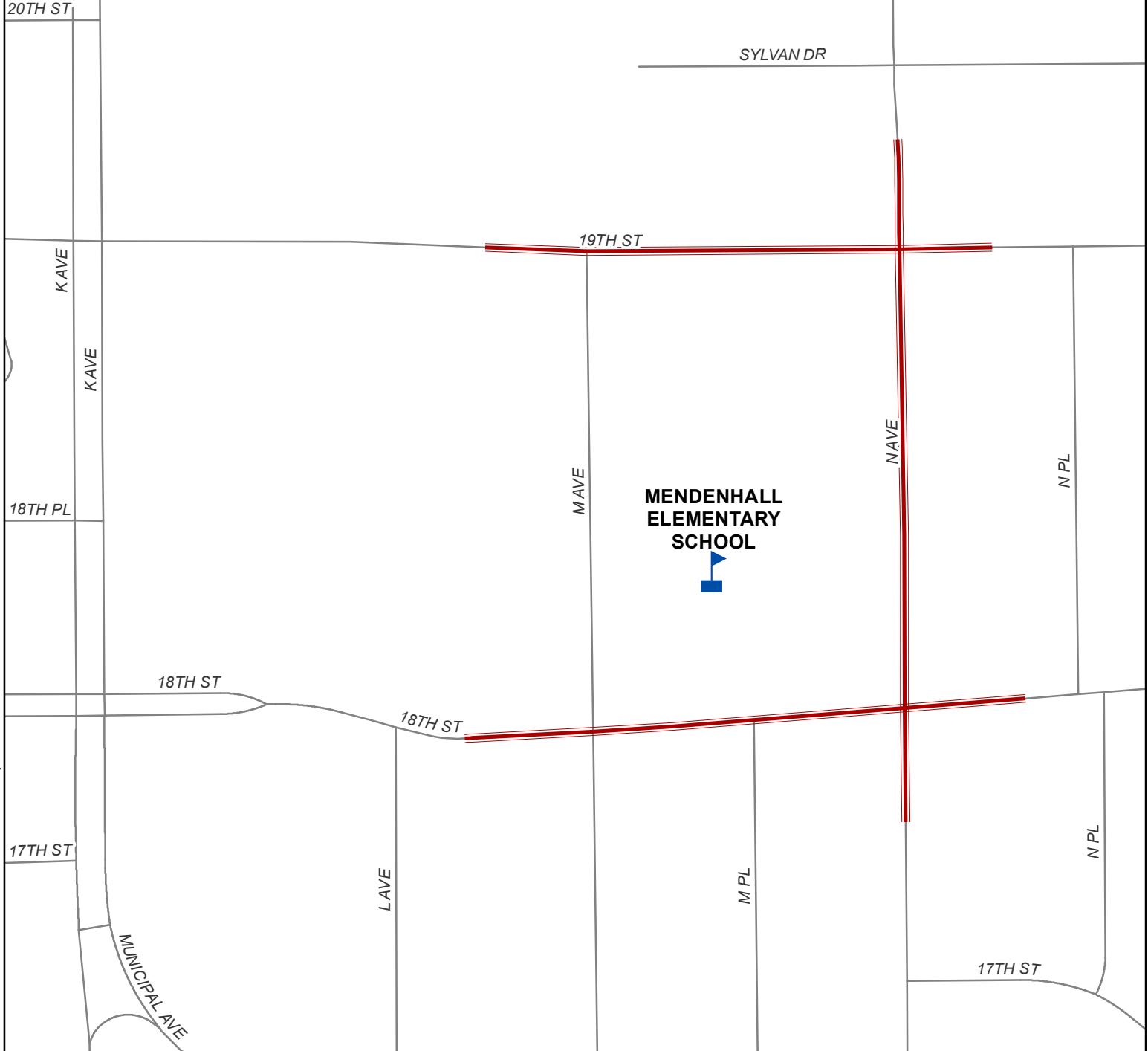
Project Location



Proposed Dates & Times:

6/6/2018 - 6/28/2018

7:15 AM - 8:00 AM / 11:45 AM - 12:30 PM



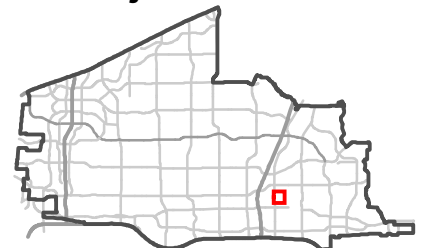
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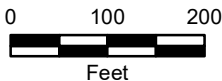
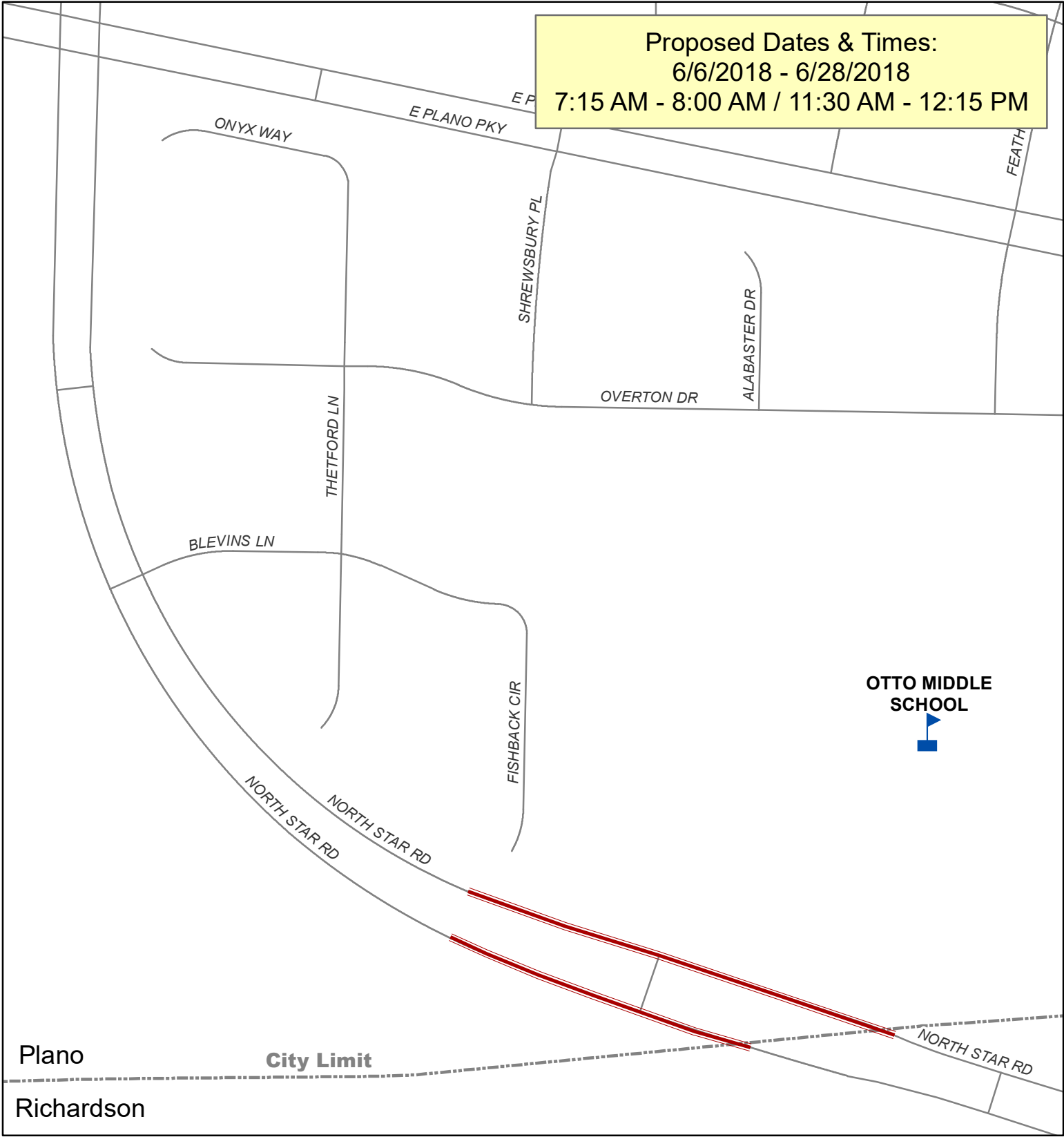
City of Plano GIS Division
May 2018

Mendenhall Elementary School Summer School Zone Map

Project Location

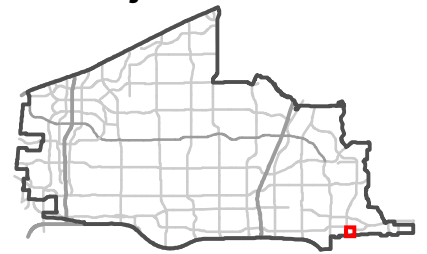


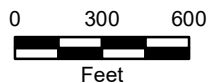
Proposed Dates & Times:
6/6/2018 - 6/28/2018
7:15 AM - 8:00 AM / 11:30 AM - 12:15 PM



Otto Middle School Summer School Zone Map

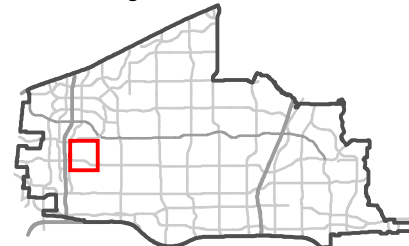
Project Location

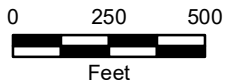
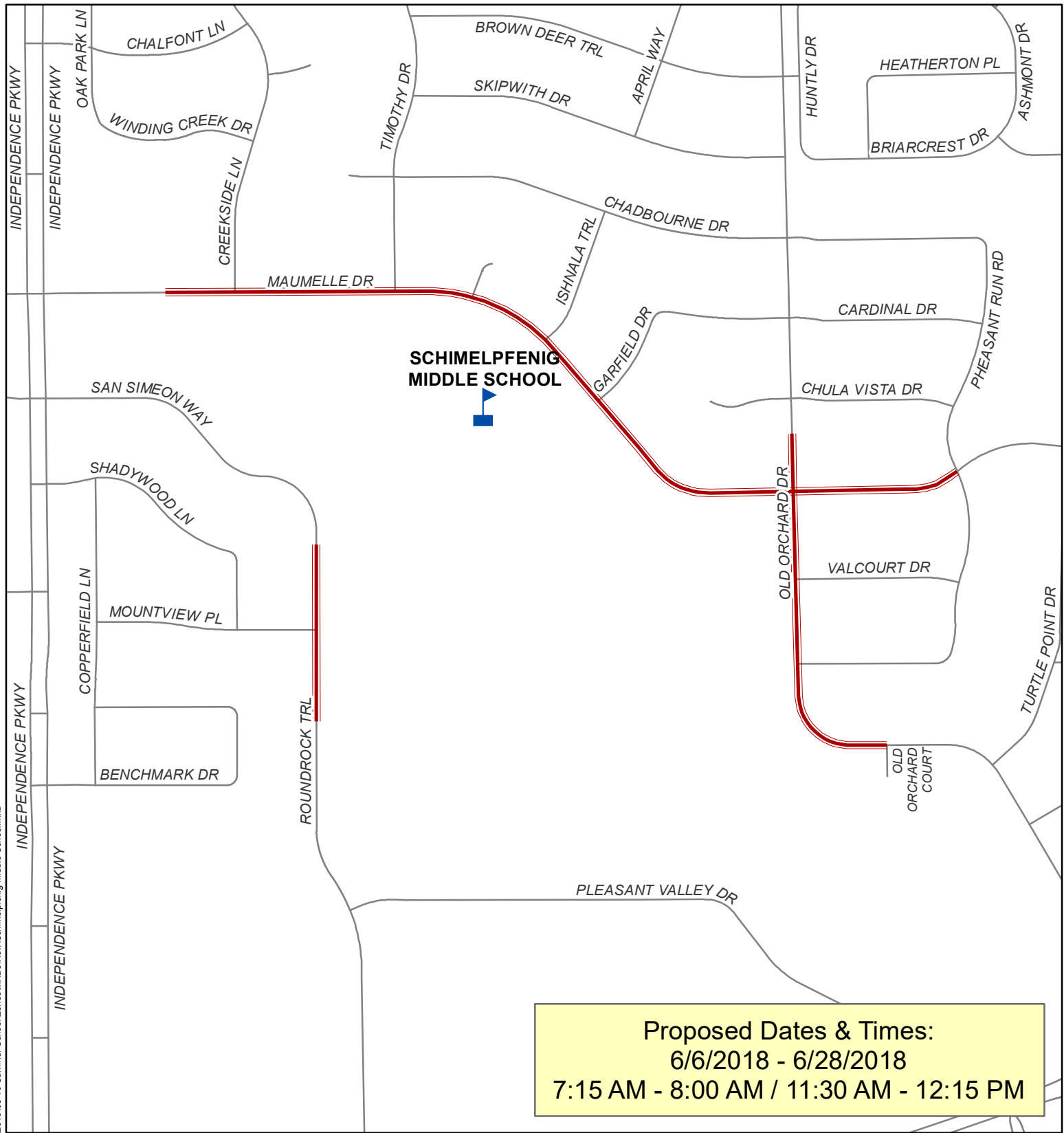




Renner Middle School Summer School Zone Map

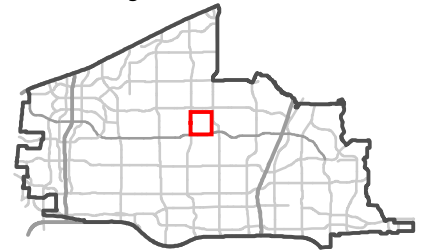
Project Location



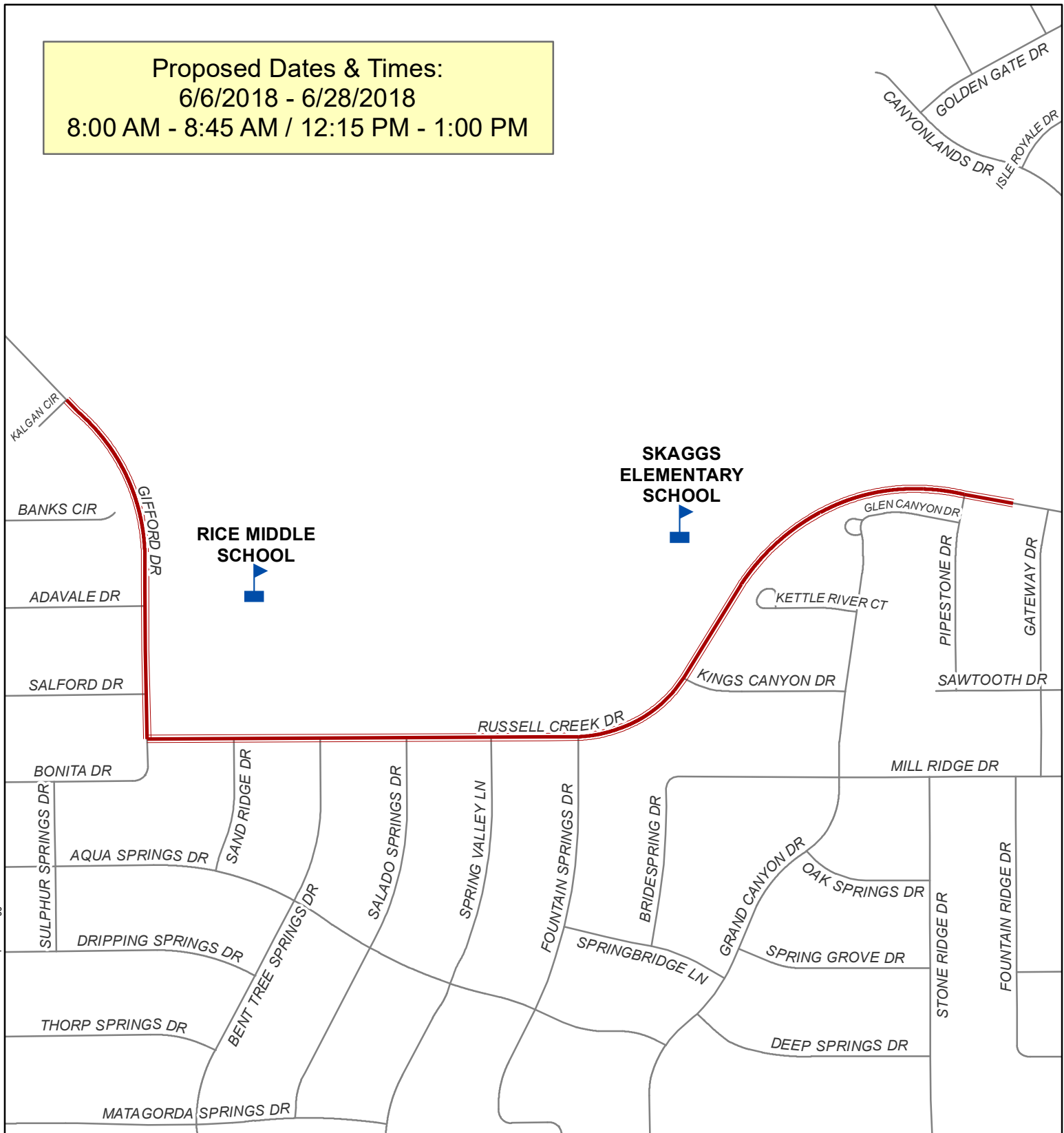


Schimelpfenig Middle School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/6/2018 - 6/28/2018
8:00 AM - 8:45 AM / 12:15 PM - 1:00 PM



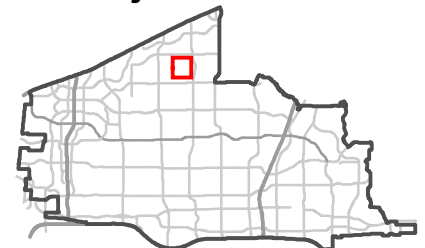
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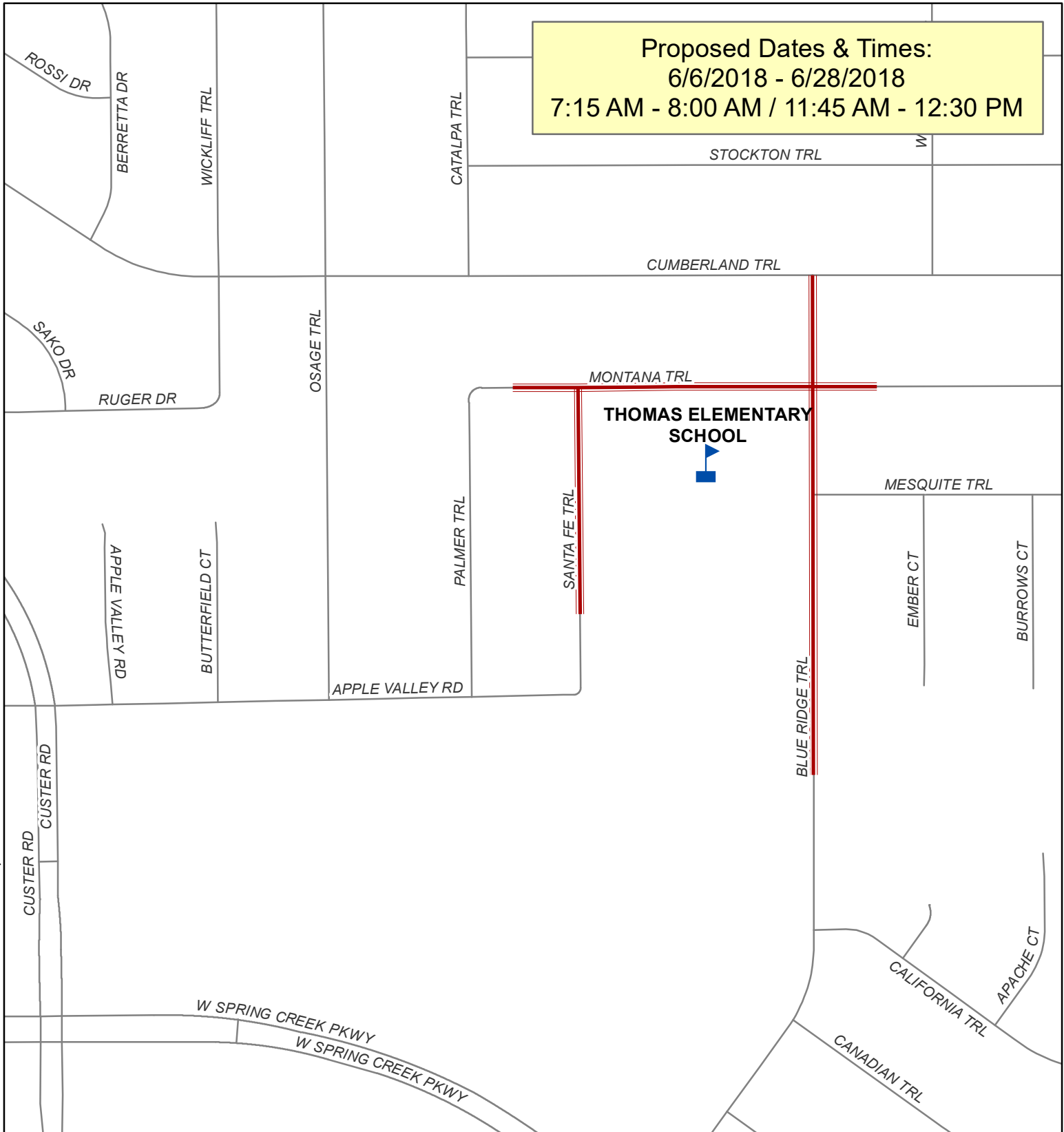
City of Plano GIS Division
May 2018

Skaggs Elementary School and Rice Middle School Summer School Zone Map

Project Location



Proposed Dates & Times:
6/6/2018 - 6/28/2018
7:15 AM - 8:00 AM / 11:45 AM - 12:30 PM



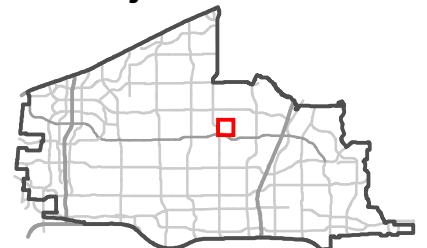
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City of Plano GIS Division
May 2018

Thomas Elementary School Summer School Zone Map

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano; and

WHEREAS, the PISD opens certain school campuses after the end of the regular school term for summer school sessions; and

WHEREAS, the school zones listed in Section 12-73.1(d) for summer school change from year to year as the schools used for summer school change from year to year; and

WHEREAS, an amended Section 12-73.1(d) is necessary to provide for a listing of the school zones and effective times applicable during the 2018 summer school sessions; and

WHEREAS, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano; and

WHEREAS, the City Council hereby finds that Section 12-73.1(d) should be amended.

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

Section I. Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

“(d) School zones designated. The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

17th Street:

- (1) Between Rigsbee Drive and a point two hundred (200) feet west of Rigsbee Drive on school days between 11:00 a.m. and 2:00 p.m. (6/4/2018 to 7/27/2018) (See also Janet Way)

18th Street:

- (1) Between Bristol Cove and a point two hundred (200) feet east of Dale Drive on school days between 11:00 a.m. and 2:00 p.m. (6/4/2018 to 7/27/2018)
- (2) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

19th Street:

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Abbey Road:

- (1) Between P Avenue and Sherwood Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Blue Ridge Trail:

- (1) Between Cumberland Trail and a point four hundred (400) feet north of California Trail on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Clark Parkway:

- (1) Between a point one hundred twenty (120) feet north of Yeary Road and a point one hundred twenty-five (125) feet south of New Haven Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)

Cross Bend Road:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Emerson Drive:

- (1) Between Preston Meadow Drive and Virginia Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Gifford Drive:

- (1) Between Russell Creek Drive and Kalgan Circle on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

Greenfield Drive:

- (1) Between Red River Drive and a point fifty (50) feet west of Randall Way on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/6/2018 to 6/27/2018)

Jackson Drive:

- (1) Between Jomar Drive and Robin Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Janet Way:

- (1) Between Rigsbee Drive and a point one hundred seventy-five (175) feet west of Janet Court on school days between 11:00 a.m. and 2:00 p.m. (6/4/2018 to 7/27/2018) (See also 17th Street)

Jomar Drive:

- (1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Jupiter Road:

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

Laurel Lane:

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

Lorimar Drive:

- (1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Los Robles Drive:

- (1) Between Park Boulevard and a point one hundred fifty (150) feet south of Park Boulevard on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018) (See also San Gabriel Drive)

Maumelle Drive:

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet west of Old Orchard Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)
- (2) Between a point four hundred fifty (450) feet west of Old Orchard Drive and a point four hundred fifty (450) feet east of Independence Parkway on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)

Montana Trail:

- (1) Between a point one hundred fifty (150) feet east of Blue Ridge Trail and a point one hundred seventy-five (175) feet west of Santa Fe Trail on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Mullins Drive:

- (1) Between Prescott Drive and a point two hundred fifty (250) feet east of Prescott Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/6/2018 to 6/27/2018) (See Red River Drive)

N Avenue:

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

North Star Road:

- (1) Between a point one thousand five hundred (1,500) feet south of Plano Parkway and the south city limit of the City of Plano on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)

Old Orchard Drive:

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)

P Avenue:

- (1) Between a point two hundred twenty-five (225) feet south of Parker Road and a point one hundred twenty-five (125) feet north of Abbey Road on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Park Boulevard:

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

Parker Road:

- (1) Between a point two hundred fifty (250) feet west of Clark Parkway and a point three hundred (300) feet east of Oak Arbor Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)
- (2) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Parkhaven Drive:

- (1) Between a point two hundred fifty (250) feet west of Independence Parkway and a point one hundred seventy-five (175) feet east of Stone Creek Drive on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/19/2018 to 7/19/2018)

Pinehurst Drive:

- (1) Between Parkhaven Drive and a point one hundred seventy-five (175) feet east of Lakeview Trail on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/19/2018 to 7/19/2018)

Preston Meadow Drive:

- (1) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

R Avenue:

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

Rainier Road:

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Red River Drive:

- (1) Between Prescott Drive and a point one hundred fifty (150) feet south of Arena Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/6/2018 to 6/27/2018) (See Mullins Drive)

Rigsbee Drive:

- (1) Between a point one hundred twenty-five (125) feet north of Price Drive and a point one hundred twenty-five (125) feet south of Rockbrook Drive on school days between 11:00 a.m. and 2:00 p.m. (6/4/2018 to 7/27/2018)

Robin Road:

- (1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018)

Roundrock Trail:

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)
- (2) Between a point two hundred fifty (250) feet north of Teakwood Lane and a point three hundred seventy-five (375) feet north of Russwood Lane on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/19/2018 to 7/19/2018)

Russell Creek Drive:

- (1) Between Gifford Drive and a point one hundred fifty (150) feet east of Pipestone Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2018 to 6/28/2018)

San Gabriel Drive:

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/6/2018 to 6/29/2018) (See also Los Robles Drive)

Santa Fe Trail:

- (1) Between Montana Trail and a point two hundred (200) feet north of Apple Valley Road on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. (6/6/2018 to 6/28/2018)

Spring Creek Parkway:

- (1) For eastbound traffic, between a point four hundred (400) feet west of Eagle Pass and a point one hundred (100) feet east of Eagle Pass and for westbound traffic, between a point three hundred seventy-five (375) feet east of Eagle Pass and a point two hundred fifty (250) feet west of Eagle Pass on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/7/2018 to 6/28/2018)

Willow Bend Drive:

- (1) Between a point three hundred (300) feet south of Yearly Road and a point two hundred (200) feet north of Yearly Road on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)

Yearly Road:

- (1) Between a point one hundred seventy-five (175) feet west of Clark Parkway and a point two hundred twenty-five (225) feet east of Oakmeadow Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2018 to 6/28/2018)”

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

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

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

Section V. The repeal of any ordinance or part of any ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or

altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this 29th day of May, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY