

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. OCTOBER 14, 2002, AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The Purpose of Plano City Government is to facilitate an outstanding quality of life for residents at a reasonable cost in taxes and fees.

EXECUTIVE SESSION

- | | | | |
|-----|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 15 min |
| | A. Respond to questions and receive legal advice on agenda items | | |
| | B. Cable modem franchise fee recovery | Wetherbee | 5 min. |
| II. | Personnel
Council Appointee Evaluations | Council | 15 min. |

PRELIMINARY OPEN MEETING

- | | | | |
|------|--|----------|---------|
| I. | Consideration and action resulting from executive session discussion: | Council | 5 min. |
| II. | DART Status Report | Pope | 15 min. |
| III. | Discussion and Direction re Train Horns | Upchurch | 15 min |
| IV. | Consideration of Request from Preservation Groups for Advance on Funding | Watson | 15 min. |
| V. | Emergency Management Overview Presentation | Peterson | 20 min. |
| VI. | Council items for discussion/action on future agendas | Council | 5 min. |
| VII. | Consent, Statutory and Regular Agenda | Council | 5 min. |

- | | | | |
|-------|-----------------|---|--------|
| VIII. | Council Reports | Council | 5 min. |
| | A. | Council May Receive Information, discuss and provide direction on the following reports: | |
| | B. | Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | |

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber 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 COUNCIL

1520 AVENUE K

DATE: October 14, 2002

CALL TO ORDER: 7:00 p.m.
INVOCATION: Rabbi Stefan Weinberg
Congregation Anshai Torah
PLEDGE OF ALLEGIANCE: Cub Scout Pack 1225, Den 6
Jackson Elementary School

ITEM NO.	EXPLANATION	ACTION TAKEN
*	<p>MISSION STATEMENT: THE PURPOSE OF PLANO CITY GOVERNMENT IS TO FACILITATE AN OUTSTANDING QUALITY OF LIFE FOR RESIDENTS AT A REASONABLE COST IN TAXES AND FEES.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Adopt-A-Shelter Dog Month</p> <p>"Arts and Humanities Month"</p> <p>"Assistance Center of Collin County Week"</p>	
*	<p><u>OATHS OF OFFICE</u></p> <p><u>Self Sufficiency Committee</u></p> <p>Gregory R. Huckaby Joe Wolens Milkes Walter T. Norris Janet P. Oller</p>	
*	<p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Persons wishing to speak before the City Council should limit remarks to a total speaking time of five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. At the discretion of the Mayor other time restraints may be directed depending on prevailing factors.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p>Receive City Manager's response to comments of public interest made at a previous Council meeting. Council may discuss and provide direction on the following item(s):</p> <p>A. Solicitation</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>Any citizen may remove an item from the Consent Agenda for individual discussion, limited to a maximum of two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) Approval of Minutes:</p> <p>September 23, 2002 October 7, 2002</p> <p><u>Adoption of Resolutions</u></p> <p>(b) To amend the bylaws of the Retirement Security Plan Committee to provide for the appointment of the chairperson by the City Council; and providing an effective date.</p> <p>(c) To approve and authorize refunds of property tax overpayments; and providing an effective date.</p> <p>(d) To approve the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation and arts organizations which render services that are beneficial to the public and serve a valid public purpose; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date.</p> <p>(e) To approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Services Funds in the amount of \$239,904 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(f) To approve the terms and conditions of a real estate contract by and between the City of Plano, Texas, and EDS Information Services, L.L.C., for the purchase of 2.378 acres of land located on the west side of Corporate Drive south of Legacy Drive, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(g) To approve the terms and conditions of a lease agreement by and between the City of Plano, Texas and Coit/Plano Parkway Joint Venture for the lease of approximately 2.0221 acres of land located at the southwest corner of Coit Road and Plano Parkway; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(h) To amend Ordinance No. 95-7-14 codified as Section 2-338, Chapter 2, Plano Code of Ordinances to transfer the responsibility of appointing a chairperson of the Animal Shelter Advisory Committee to the City Council; providing a repealer clause; a severability clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>To amend Ordinance No. 2002-7-7 codified as Section 12-73, Subsection (b), of Article IV (Speed) of Chapter 12 (Motor Vehicles and traffic) of the City of Plano Code of Ordinances by deleting the school zone on Parker Road at P Avenue from Section 12-73(b); amending Ordinance No. 99-9-29 codified as Section 12-73(g) to include a school zone on Parker Road at P Avenue; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(j)	<p>To amend Ordinance No. 99-9-29 codified as Section 12-73, Subsection (a), of Article IV (Speed) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances by deleting the school zones on Abbey Road and P Avenue from Section 12-73(a); amending Ordinance No. 99-9-29 codified as Section 12-73(g) to include school zones on Abbey Road and P Avenue; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date.</p>	
(k)	<p>To amend Ordinance No. 2002-7-10, codified as Section 12-102(e) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit parking of motor vehicles along the west side of Decator Drive from its intersection with Brox Court south to the intersection of Bailey Court within the City limits of the City of Plano on school days between the hours of 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m.; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>	
(l)	<p>To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of Old Orchard Drive, Apple Valley Road, and Pleasant Valley Drive within the City limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p> <p><u>Approval of QISV</u></p>	
(m)	<p>To approve the purchase of software support services from PeopleSoft USA, Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor's list, in an amount of \$30,195; and authorizing the City Manager to execute all documents necessary to effectuate the purchase. (QISV #1680137069900)</p>	
(n)	<p>To approve the purchase of software support services from H.T.E., Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor's list, in an amount of \$32,500; and authorizing the City Manager to execute all documents necessary to effectuate the purchase. (QISV#1592486196400/68617)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditure</u></p> <p>(o) To approve an expenditure for the purchase of new furniture for the Criminal Justice Center Expansion Project No. 4817 through the Collin County Governmental Purchaser’s Forum (Contract No. I091-101).</p> <p><u>Award of Contract</u></p> <p>(p) To approve and authorize a contract with Carter & Burgess, Inc. to provide Engineering Services in conjunction with pond dredging for Bob Woodruff Park pond in an amount not to exceed \$85,900, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.</p> <p><u>Amendment to Contract</u></p> <p>(q) Contract amendment with RJN Group, for Professional Engineering Services in the amount of \$53,716 in connection with Prairie Creek Basin I/I Investigation, and authorizing the City Manager to execute all necessary documents.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information. The City Council is always open to public comment, but wishes to clarify that their focus is on the singularly presented position, and not on the assemblage. Eliminating the repetition of statements enables the City Council to more effectively consider all presentations.</u></p> <p><u>In order to be fair to all persons who have items on the agenda or interest in one or more of the items, the Council must impose time limitations on speakers in the Public Hearings. The applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor depending on other prevailing factors. Speakers will be notified by the City Secretary when speaking time has expired.</u></p> <p>(1) Review of Housing and Community Development Annual Performance Report</p> <p>(2) Public Hearing pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of City of Plano Park known as Russell Creek Park for the purpose of granting an easement to Plano Independent School District to construct and maintain access and fire lane facilities.</p> <p>(3) An ordinance to approve a project for Plano Independent School District to construct and maintain access and fire lane facilities which requires the use or taking of a portion of City of Plano public park land, known as Russell Creek Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>A resolution to approve the granting of an easement to Plano Independent School District to construct and maintain access and fire lane facilities across a portion of City of Plano park known as Russell Creek Park and authorizing the execution of the fire lane and access easement by the City Manager; and providing an effective date.</p>	
(5)	<p>Public Hearing and an ordinance to designate a certain area within the City of Plano as Reinvestment Zone No. 72 for commercial/industrial tax abatement consisting of a 4.6157-acre tract of land located at 3301 East Plano Parkway, Suite 100, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.</p>	
(6)	<p>A resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, and Muratec America, Inc., and providing for a commercial/industrial tax abatement for Muratec America, Inc., and authorizing its execution by the City Manager; and providing an effective date.</p>	
(7)	<p>Public Hearing and an ordinance as requested in Zoning Case 2002-47 –To amend Subsection 2-502 (Schedule of Permitted Uses) of Section 2-500 (Permitted Uses) and Subsection 2-814 (GR – General Residential) of Section 2-800 (District Charts) of Article 2 (Zoning Districts and Uses), Subsection 3-1002 (General Fence and Wall Regulations) 2. of Section 3-1000 (Screening, Fence, and Wall Regulations) and Subsection 3-1109 (Schedule of Off-Street Parking) 1.c. of Section 3-1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, relating to building setbacks, lot dimensions and size, building height, and exterior building design and materials; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(8)	<p>Public Hearing and Reconsideration of the City Council’s Action on An Appeal of the Planning and Zoning Commission’s Denial of Zoning Case 2002-30 – A request to rezone 10.0± acres on the southwest corner of Chase Oaks Boulevard and future Seabrook Drive from Planned Development-107-Office-2 (PD-107-O-2) to Planned Development-Multi-Family-2 (PD-MF-2). Applicant: Mockingbird Properties. Appeal denied 08/26/02. Vote to reconsider 09/09/02</p>	
(9)	<p>Public Hearing and an ordinance as requested in Zoning Case 2002-39 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 475 so as to allow the additional use of an 84-foot tall Commercial Antenna Support Structure on 0.01± acre on the west side of Coit Road, 850± feet south of Legacy Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-429-Office-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Planned Development-429-Office-1. Neighborhood #17. Applicant: White Family Trust</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(10)	<p>Public Hearing and an ordinance as requested in Zoning Case 2002-41 – To repeal in its entirety Ordinance No. 92-12-23, thereby rescinding Specific Use Permit No. 213 for the additional use of a private club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant Specific Use Permit No. 476 so as to allow the additional use of a Private Club on 1.6± acres of land located on the north side of West Park Boulevard, 300± feet west of Preston Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 213 for a Private Club; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Planned Development-68-Retail with SUP #213 for a Private Club. Neighborhood #42. Applicant: Stuart Sargeant</p>	
(11)	<p>Public Hearing and an ordinance as requested in Zoning Case 2002-43 – To amend Subsection 3-1602 (Definitions) and Subsection 3-1603 (Design and Construction Specifications) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to add standards for unified-lot signs; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(12)	<p>A resolution to accept the “Spring Creek Parkway/Jupiter Road Area Plan” and approve it as a general guide for decisions relating to land use, transportation, and public facilities and services within study area (while not binding the City to specific expenditures); incorporating its applicable recommendations and proposals into future updates of the Land Use and Transportation Elements of the Comprehensive Plan; and providing an effective date. Applicant: City of Plano</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. 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.</u></p>	



October 12, 2002

Pat Evans
Mayor

Phil Dyer
Mayor Pro tem

Steve Stovall
Deputy Mayor Pro tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Sally Magnuson
Place 4

Jim McGee
Place 7

Ken Lambert
Place 8

Thomas H. Muehlenbeck
City Manager

Mayor Pat Evans
City Council Members
1520 Avenue K
Plano, Texas 75074

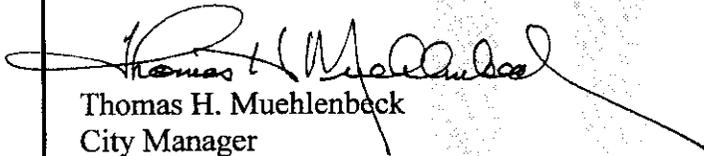
Honorable Mayor and Council:

We will begin our Monday evening at 5:00 p.m. in Executive Session. You will have a briefing on the cable modem franchise fee recovery.

The Preliminary Open Meeting agenda consists of a DART report by Robert Pope followed by a discussion regarding train horns. Marcus Watson will be presenting a request from Preservation Groups for an Advance on Funding and Chief Peterson will present an overview on Emergency Management.

I look forward to seeing you Monday evening.

Sincerely yours,



Thomas H. Muehlenbeck
City Manager

THM/st

Preliminary Open Item II.

DART Status Report
Robert Pope – Oral Presentation

Robert Pope

MEMORANDUM

TO: Thomas H. Muehlenbeck, City Manager
FROM: Alan L. Upchurch, City Engineer 
SUBJECT: Railroad Crossing at Park Vista Road
DATE: October 3, 2002

We have recently received a complaint from Mr. Bob Shori about the train horn adjacent to his house on Sabetha Way in far east Plano. The subdivision in which Mr. Shori lives was recently constructed and is immediately adjacent to the railroad. The subdivision is also adjacent to an unimproved road called Park Vista Road (which used to be called Brand Road). Park Vista crosses the railroad and has no active warning devices, thus it is imperative that a train sound its horn at least a quarter mile in advance of the crossing to warn motorists of the approaching train.

Mr. Shori has suggested that the City install quadrant gates and adopt an ordinance preventing the sounding of a horn. Such an installation would be very expensive. The Kansas City Southern Railroad has previously indicated that they would not be interested in such alternatives until the Federal Railroad Administration has adopted new rules and guidelines for "quiet zones". These rules have been pending for several years and there is no definite schedule for the FRA to publish them.

Mr. Shori has also suggested that Park Vista be closed, thus eliminating the crossing and the train horn. The horn would still have to be sounded for the FM 544 crossing, which is less than a half-mile from his house.

The City has planned for the extension of Plano Parkway east of Los Rios Boulevard to connect to 14th Street (FM 544). This extension will cross the same railroad right-of-way, which is owned by DART. DART has a board policy that two existing crossings must be closed to permit a new crossing, such as Plano Parkway. We have anticipated that Bradshaw Road (Old North Star Road) would be closed when Plano Parkway was extended. DART's policy would require another closure, for which Park Vista is the only choice. The problem with closing the Park Vista crossing is that our city limits extend south of the railroad, and the properties would have no direct access to Plano. These properties are shown on the attached drawing. One property, adjacent to the railroad, is almost entirely in the flood plain, another is owned by TU Electric

Thomas H. Muehlenbeck
October 3, 2002
Page Two

and the third is owned by the City of Richardson. All properties could be provided access by Park Vista or a new road as the area develops. Providing Plano services to those properties would be very difficult, possibly even if they were disannexed into Richardson. Richardson has indicated they may not even want to annex the current Plano properties.

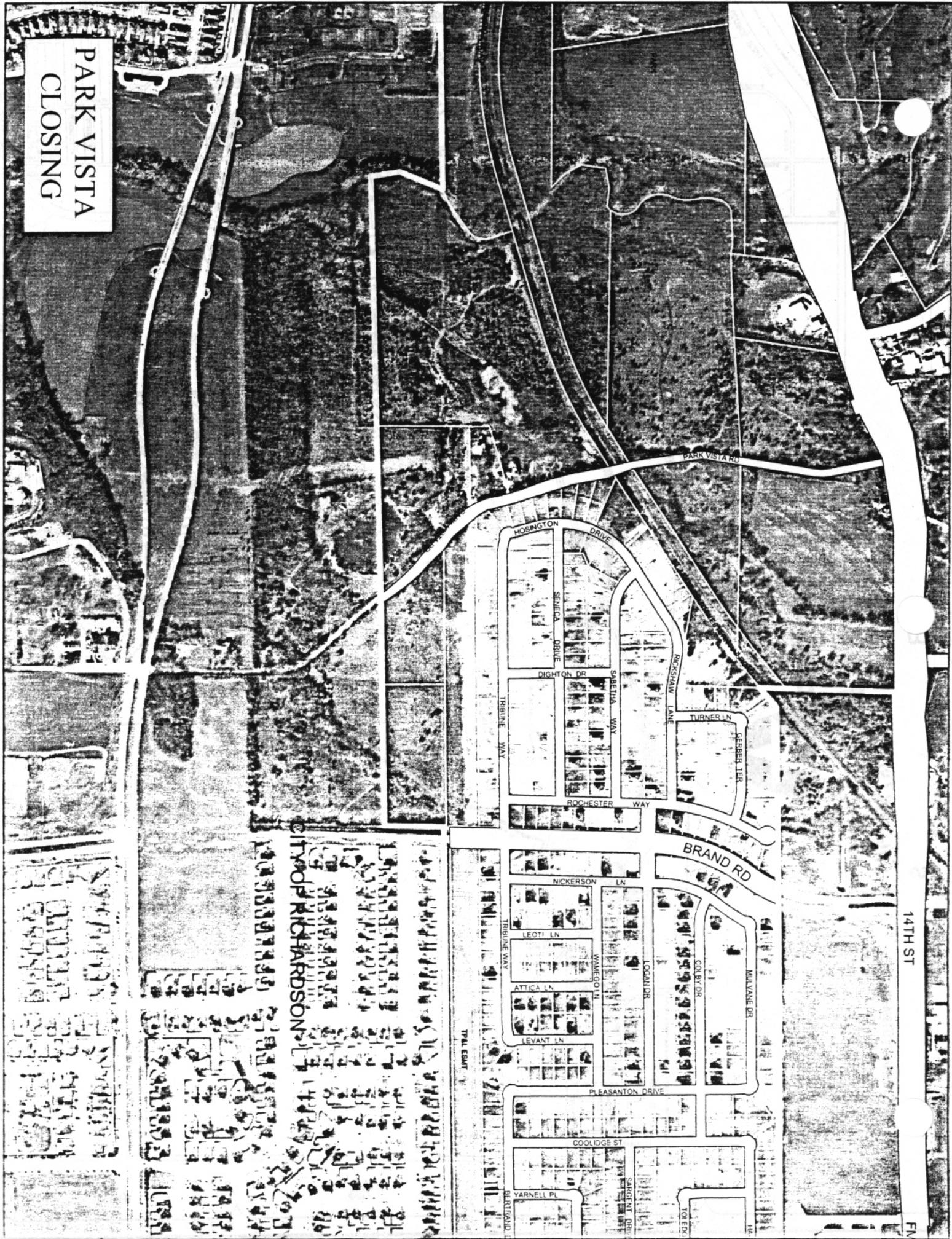
Due to the complexity of the various issues, staff would recommend that no action be taken on Mr. Shori's request until we can develop recommendations on the issues.

Is

Attachment

xc: Frank Turner, Executive Director
Phyllis Jarrell, Director of Planning
Lloyd Neal, Transportation Engineering Manager

PARK VISTA
CLOSING



CITY OF RICHARDSON

14TH ST

FN

MEMORANDUM

DATE: October 2, 2002
TO: Karen Rhodes, Director of Budget and Research
FROM: Marcus Watson, Heritage Preservation Officer *MW*
SUBJECT: Revised Grant Funds Advance Request

As required by the Budget Contingency Committee, I am attaching additional information submitted by the grant recipients requesting advance funds. I have placed this item on City Council's October 14 Preliminary Open Meeting agenda.

City Council, at its budget worksession on August 10, discussed next year's preservation grant fund distribution. They discussed the fact that it could take as long as the end of November to issue the first check and asked whether or not any organization would have a problem with that schedule.

Maggie Sprague of the Plano Conservancy for Historic Preservation came forward and explained that the Thornton House was in imminent danger of demolition and that funds for that project, as well as funds for the DART opening in December, were needed as soon as possible. City Council expressed concern about the Thornton House issue primarily and brought up the possibility of issuing a check early for immediate needs.

Further discussion directed staff to ask the other organizations receiving grants if they had similar needs. I have done that, and other organizations did respond. Attached are the requests.

To summarize, the following requests have been made for advance funding:

Plano Conservancy:	\$27,900
*Heritage Farmstead Museum:	24,000
ArtCentre of Plano:	60,000

*The Heritage Farmstead Museum has withdrawn its initial request.

I am not aware of the availability of these funds or the feasibility of distributing them. I am passing on the information as instructed. Please let me know if there is anything else I need to do.

xc: Barbara Newell, City Manager's Office
City Council
Jeff Zimmerman, Planning and Information Manager
Phyllis Jarrell, Director of Planning

MW



P.O. Box 861810
Plano, TX 75086-1810

Located in: The INTERURBAN MUSEUM on E. 15th Street

September 10, 2002

Dear Marcus,

Enclosed is The Conservancy's request for an advance on the grant agreement for FY2002-03. A breakdown of expenses with explanation follows. Should you have any questions or comments, please contact us at 972-941-2117.

Amount to cover expenses incurred in preparation for DART's arrival and the Interurban Centennial Celebration of Dec. 7th.
(Projects include special cancellation stamp, cache, marketing and promotion as well as items needed for CAR 360.)

	\$ 7,900.00
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Relocation of Thornton House under threat of demolition within next two months.	20,000.00
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TOTAL	<u>\$27,900.00</u>
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Your assistance in this matter is greatly appreciated.

Best regards,
Maggie Sprague
Russell C. Kissick

Done

THE PLANO CONSERVANCY FOR HISTORIC PRESERVATION, INC.

REQUEST FOR ADVANCE FUNDING

OCTOBER 1, 2002 – SEPTEMBER 30, 2003

The Plano Conservancy for Historic Preservation, Inc. respectfully requests consideration to award a small portion of grant monies for operations and projects prior to the anticipated payment on November 30, 2002.

With completion of the first year of operation, The Conservancy has endeavored to create awareness of the mission and project work of our organization. To increase our community profile, The Conservancy is hosting an event for Super Saturday. On December 7th, a special cancellation stamp will be available to commemorate DART's arrival into Plano and the centennial celebration of the interurban railway system of north Texas. To date, efforts to secure sponsorship of the project will not cover all expenses. Plans include printing a special cache and a commemorative folder that will accompany and enhance the cancellation stamp. Profits from sales will be used to fund special projects throughout the year. Printed material, brochures, etc. must be purchased in October to meet deadlines.

The Interurban Museum and Car 360 will be open for tours. To provide a more realistic representation of Car 360, we wish to add reproduction antique advertising posters, other artifacts, enlargement of old photographs and easels for display. These items need to be appropriate time period and environment. A take away bookmark featuring hours of operation and key facts regarding Car 360 will be used to promote return visits. Immediate funding is required to secure artifacts and prepare Car 360 for the Dec. 7th event.

A Certificate of Appropriateness for demolition granted by the Heritage Commission at the July meeting to Greater New Birth Church imposed a ninety day moratorium of the Thornton House. The waiting period has elapsed and this heritage resource remains standing on a day to day basis.

POM/VC

BUDGET SUMMARY

1500 CACHES	\$ 500.00	
1000 FOLDERS	2,000.00	
1000 PROGRAM INSERTS	300.00	
250 INVITATIONS AND POSTAGE	400.00	
5 ROLLS POSTAGE STAMPS	185.00	
5250 PISD FLYERS	500.00	
2 CANCELLATION STAMPS	40.00	
1 SPONSOR RECOGNITION SIGN	100.00	
5 SPEAKER GIFTS	100.00	
4 EASELS CAR 360	1,000.00	
36 REPRODUCTION ADVERTISING SIGNS	300.00	
4 PHOTO ENLARGEMENTS	400.00	
TAKE AWAY BOOKMARK	250.00	
CLEANING OF CAR	200.00	
ARTIFACTS FOR CAR 360	500.00	
CONDUCTOR CAPS	500.00	
TRAVEL EXPENSES AUSTIN	300.00	
ADMINISTRATIVE OVERHEAD	<u>325.00</u>	
SUBTOTAL		\$7900.00
THORNTON HOUSE	20,000	
SUBTOTAL		<u>20,000.00</u>
TOTAL		\$27,900.00

DAMIAN

September 30, 2002

Mr. Marcus Watson
Heritage Preservation Officer
City of Plano
PO Box 860358
Plano, Texas 75086-0358

Via Fax: 972-941-7397

Dear Marcus:

Pursuant to our numerous conversations and correspondence regarding allocations of 2003 Heritage Commission funding, the ArtCentre of Plano would like to respectfully request a \$60,000 lump-sum disbursement in October 2002 of the \$70,000 granted monies for 2003. This early disbursement is requested in order that we may install the elevator to our newly renovated second floor to comply with ADA regulations.

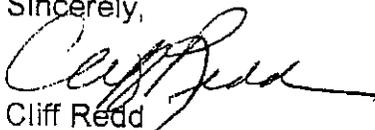
If the work commences on schedule in late October 2002, then the elevator will be completed in compliance with the timeline (December 2002) set forth and agreed upon with representatives from ADA. As it currently stands, the ArtCentre is not in compliance, and has been given an extension to complete this work.

It is of utmost importance to complete this work on schedule as many activities are now occurring on the second floor i.e. classes in the classroom, and meetings in the meeting spaces. In addition, we have tenants who now occupy the second floor offices who daily use the stairs. Should a physically challenged person wish to attend one of the classes and/or have business with one of the second floor tenants, this is currently impossible.

Please let me thank you in advance for compliance of this crucially important request. Without this support, the ArtCentre risks fines and/or having the second floor closed until the work has been completed.

Do not hesitate to correspond should you have further questions.

Sincerely,



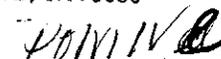
Cliff Redd
Executive Director



ARTCENTRE OF PLANO

P.O. BOX 861011

PLANO, TX 75086



ARTCENTRE OF PLANO

1039 East 15th Street Plano, Texas 75074
972-423-7809 phone 972-424-0745 fax

10:15 AM

DATE 9/24/02

FAX TO Marcus Watson ph# 972-941-5343

FAX NO. 972-941-7397

FROM Cap Reed
RE Elected Bid

PAGES 2

Marcus -
Attached is the promised election
Ord for the 2003 Heritage Funds -
I believe that a total \$60,000
request should cover all potential
"opportunities".

Reed,
Cap Reed

PRINTED



EXCELSIOR CONSTRUCTION, INC.

PROPOSAL

Date: 09/23/02

Project: Art Centre of Plano

Proposal #: ACP-Elevator

Customer Name: Art Centre

Attention: Cliff Redd

1. Elevator	\$35,500.00
2. Concrete Well	\$6,247.00
3. Electric	\$4,250.00
4. Steel	\$1,450.00
5. Trim out / Fire wall	\$1,655.00
6. Engineer	\$600.00
7. Fire Tape	\$550.00
8. Lift	\$480.00
9. Demo	\$380.00
10. Haul	\$260.00
11. G.C. (ins, super, etc)	\$2,580.00
12. P/O	<u>\$4,950.00</u>

Total \$58,902.00

Required to provide (1) hour firewall for shaft. Electrical requirements per code and elevator per City of Plano and ADA requirements. Insulated walls.

Delivery 6-8 weeks after plan shop drawings submitted and approved. Allow two weeks for shop drawings.

PROPOSAL APPROVED:

SUBMITTED BY:

PRINTED NAME

MR. ROBERT SIEGEL, PRESIDENT
PRINTED NAME

SIGNATURE

SIGNATURE
EXCELSIOR CONSTRUCTION, INC.

11880 GREENVILLE, SUITE 110 DALLAS, TX 75243
TEL 214.575.4253 FAX 214.575.6687

Preliminary Open Meeting Item V.

Emergency Management Overview
Chief Peterson - Oral Presentation

PCMT/a

**Discussion/Action Items for Future Council Agendas
(as of October 1, 2002)**

2002

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

TML – October 16 – 19 – Fort Worth

October 28

Spotlight on Finance
Comprehensive Monthly Financial Report
Public Art Report

November 4

Spotlight on Convention and Visitors Bureau
Board and Commission Certificates of Appreciation
Presentation by Solid Waste Department re Composting Business Plan
Code Compliance Study

November 11

Spotlight on Building Inspection
DART Status Report
Mobility Report

*November 14 – District 2 Neighborhood Roundtable Meeting – 7:00 – 9:00 p.m.
Plano Sports Authority – Stars Center – 6500 Preston Meadows Drive*

November 25

Comprehensive Monthly Financial Report
Emergency Management Plan Report

November 28/29 – Thanksgiving Holidays

December 2

Spotlight on Intergovernmental Relations

POM: VIIa

Joint Planning & Zoning Meeting

December 3 – 7 National League of Cities – Salt Lake City

December 9

DART Status Report
Mobility Report

December 16 (moved from December 23 due to Christmas holiday)

Comprehensive Monthly Financial Report

December 24/25 Winter and Christmas Holidays

2003

January 1 – New Year's Day holiday

January 6

January 13

DART Status Report
Mobility Report

January 20 – Martin Luther King holiday

January 23 – District 1 Roundtable – Plano Municipal Center – Training Room A

January 27

February 3

February 7 – 9 – AMCC – Austin, Texas

February 10

DART Status Report
Mobility Report

February 15, 2003, Fire Banquet, Perot Systems Building

Dom III

February 24

March 3

March 10 -14 PISD Spring Break

March 10

DART Status Report
Mobility Report

March 24

April 5, 2003, Police Banquet

April 7

VIP Awards

April 14

DART Status Report
Mobility Report

April 24 – District 3 Neighborhood Roundtable – Carpenter Rec. Center

April 28

May 5

May 12

DART Status Report
Mobility Report

May 26

May 26 – Memorial Day holiday

Pam. IHC

*May 29, 30, 31 – 2003 Innovations Group National Conference, Plano
Doubletree Hotel*

June 2

June 9

DART Status Report
Mobility Report

June 23

June 26 – 30 – Texas City Management Association Conference

July 4 – Independence Day holiday

July 28

July 30

Council receives 2003-2004 budget

August 5

August 11

DART Status Report
Mobility Report

August 14 - District 4 Roundtable – Vines High School

August 25

September 1

September 1 – Labor Day holiday

September 8

DART Status Report
Mobility Report

Port via

September 22

September 21 – 24 – International City Management Association Conference

October 6

October 9 – 13 – PISD Fall Break

October 13

DART Status Report
Mobility Report

October 27

November 3

November 10

DART Status Report
Mobility Report

November 13 – District 2 Roundtable – PSA Stars Center

November 19 – 22 – TML Conference

November 24

November 27 – 28 – Thanksgiving holidays

December 1

December 3 – 7 – NLC Conference

December 8

DART Status Report
Mobility Report

December 22

December 25 – 26 – Christmas holidays

A handwritten signature in black ink, appearing to read "P. O. IV" followed by a flourish.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>10/3/02</i>
Agenda Coordinator (include phone #):		S. Tawwater X7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PROCLAMATION				
CAPTION				
Adopt-A-Shelter Dog Month				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>JML</i>	10/3/02
Agenda Coordinator (include phone #):		S. Tawwater X7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PROCLAMATION				
CAPTION				
"Arts and Humanities Month"				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>9/26/02</i>
Agenda Coordinator (include phone #): S. Tawwater X7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PROCLAMATION				
CAPTION				
"Assistance Center of Collin County Week"				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

Tom Muehlenbeck

From: Russ Mower
Sent: Tuesday, October 08, 2002 3:55 PM
To: Tom Muehlenbeck
Cc: Diane Wetherbee
Subject: Seasonal Sales Permits

I have reviewed the letter from Mr. James Craft to the Mayor and Council and heard his testimony at the September 23rd meeting. I have reviewed the current requirements with our staff who deal with the vendors. The current time frames seem to work well for most vendors. The nine-day period allows vendors to have a sale at one location which covers two weekends with just one permit. The forty-five day period allows seasonal sales such as Christmas Tree lots. Many of the seasonal sales are sponsored by non-profit groups such as Boy Scouts and Church Youth Groups, so changing the requirements as Mr. Craft suggested would not necessarily benefit all non-profits. Allowing sales for 36 days per year in three-day increments would allow twelve sales per year per address. We currently allow only five sales per year per address. Assuming a vendor could obtain permission for all four corners of an intersection, as Mr. Craft did in his letter, a vendor could be present at a particular intersection 48 weekends per year if we change the ordinance per Mr. Craft's request.

Since no other concerns have been raised on this issue, and because the current ordinance seems to work well for not only itinerant vendors but also for other non-profits, the Building Inspections Staff recommends that no change be made to the current ordinance.

Russ Mower**Building Official**

Phone: (972)941-7330

RussM@plano.org

10/8/2002

CM-a

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING**

September 23, 2002

COUNCIL MEMBERS

Pat Evans, Mayor
Phil Dyer, Mayor Pro tem
Steve Stovall, Deputy Mayor Pro tem
Shep Stahel
Scott Johnson
Sally Magnuson
Jim McGee
Ken Lambert

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans called the meeting to order at 5:08 p.m., Monday, September 23, 2002, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session 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, discuss Personnel, Section 551.074 and to discuss Real Estate, Section 551.072, for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Council Chambers for which the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion: Personnel Appointments

Building Standards Commission

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Dyer the Council voted 8-0 to name Randy Hart as Chair to the Building Standards Commission.

Discussion and Direction Regarding Cities Aggregation Power Project Agreement

Executive Director Hogan spoke to the Consent item on the agenda to execute an electric supply contract or agreement ratifying the City's participation in the power supply and services agreement and further reviewed the history of electric deregulation. He spoke to the decision to join with Cities Aggregation Power Project, Inc. in order to be in the best buying position, reviewed basic information on account types and rate components, savings on "Price to Beat" rates, and spoke to commencement of negotiations for a 2003 electric power supply contract with First Choice Power. Mr. Hogan stated that a comparison of rate savings is difficult to determine because a complete billing year is not available at this time, spoke to billing problems, and stated that member cities must take immediate action to accept/ratify or reject the 2003 contract or move ahead with approval of a new contract. He stated that when all information is in it may be found that the cities are actually paying more for electricity now than before.

Discussion and Direction Regarding Six Cities Trail Plan

Parks Services Manager Fox spoke to the Consent item on the agenda to approve the "Six Cities Trail Plan" and further reviewed the history of the regional project involving Collin County and the cities of Garland, Richardson, Allen, Frisco, and McKinney. He spoke to use of the consulting firm of Halff and Associates to prepare a regional trail plan, transportation planning, and to identifying the connection points between the cities. Mr. Fox provided a slide presentation of the corridors, greenbelt areas, creek locations, and existing and future trails. He stated that adoption of border crossing signage is recommended in the plan for the six cities and that grant application is being pursued. Council Member Stahel complemented Mr. Fox for his leadership in this plan and recognition received. Deputy Mayor Pro tem Stovall spoke to the area west of Preston Ridge Trail and further on as being outside the regional plan presented. Mr. Fox stated that connections further west were not looked at, spoke to restraints existing within this plan, and stated that plans do exist in Frisco to go further west which are not a part of this trail plan. He stated that there would be no direct recreational trails that would connect with Arbor Hills Nature Preserve but spoke to possibly looking at the area along the railroad track. Mr. Stovall recommended taking another look at areas west of the trail plan presented here. Mr. Fox spoke to looking at how the connections can be made across Preston Road.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of August. He stated that this report does reflect revised budgetary numbers, a slight increase in sales tax, a steady increase in hotel occupancy tax, and spoke to the deficit in the health insurance fund.

Personnel Appointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Johnson and seconded by Council Member Stahel the Council voted 8-0 to appoint Rick L. Barker to an interim position as the Municipality Representative and to further appoint Victoria L. Francis as the Animal Shelter Representative.

Heritage Commission

Upon a motion made by Council Member McGee and seconded by Council Member Magnuson the Council voted 8-0 to appoint Pat Warren as an interim member and name again Lisette Briley as Chair.

Parks and Recreation Planning Board

Upon a motion made by Council Member Stahel and Mayor Pro tem Dyer the Council voted 8-0 to appoint Francis Ngoh.

Public Arts Committee

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Magnuson the Council voted 8-0 to appoint Janet Shaw to the Public Arts Committee. The appointment of an ex-officio member representing the Cultural Affairs Commission was deferred.

Self-Sufficiency Committee

Upon a motion made by Council Member McGee and seconded by Council Member Stahel the Council voted 8-0 to appoint Gwendolyn G. Jones as Chair. Upon a motion made by Council Member McGee and seconded by Council Member Magnuson the Council voted 8-0 to appoint Greg Huckaby to a regular term and to appoint Joe W. Milkes to an interim term.

Senior Citizens Advisory Board

Upon a motion made by Council Member Lambert and seconded by Council Member Magnuson the Council voted 8-0 to again name Eugene McGreal as Chair.

Council Items for Discussion/Action on Future Agendas

Mayor Pro tem Dyer stated that communication was received from an individual regarding railroad train noises and requested that a report be provided as to what options might be available to address this issue.

Consent and Regular Agendas

Deputy Mayor Pro tem Stovall and Council Member Stahel advised that due to conflicts of interest they will be stepping down on Consent Items "D", bid for Cisco Data Network Equipment for the Telecommunications Department; "Z" approval of consulting services from Exodus Consulting Group, LLC; "AA" approval of the inclusion of server software with SHI-GS, and "BB" approval of additional migration services for network conversion and implementation of the new Exchange Messaging System.

Council Reports

Mayor Evans spoke to the international recognition given City Attorney Wetherbee in her field.

Council Member Magnuson spoke to being a part of a trade mission to San Pedro, Garza, Garcia, Mexico along with Mayor Evans and Sister City members from Brampton, Ontario. She stated that it was a very worthwhile trip and spoke to the importance of following up on the momentum of this trip. Mayor Evans spoke to meeting with the Public Safety Director in San Pedro, Garza, Garcia and to the donation of the fire apparatus bottles to San Pedro.

Nothing further was discussed. Mayor Evans recessed the meeting at 6:40 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
September 23, 2002

COUNCIL MEMBERS

Pat Evans, Mayor
Phil Dyer, Mayor Pro tem
Steve Stovall, Deputy Mayor Pro tem
Shep Stahel
Scott Johnson
Sally Magnuson
Jim McGee
Ken Lambert

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans convened the meeting into open session on Monday, September 23, 2002, at 7:01 p.m., in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Carol Brooks, Pastoral Care Minister with Christ Church.

The Pledge of Allegiance was led by Klubhause Kids.

Mayor Evans recognized the "Volunteer of the Month" and the "2002 CIE/USA-DFW Young Achiever." She made a presentation and thanked PACE for contribution to the Courtyard Theater, presented a proclamation for National Customer Service Week and the Outstanding Food Safety Awards.

Mayor Evans administered oaths of office to incoming members of the boards and commissions.

GENERAL DISCUSSION

James Craft, representing the Sidekicks Booster Club, spoke regarding solicitation and the City not separating non-profit organizations from those that sell for profit and stated that with this in place he would request a resolution replacing the current 45-day limit in 9-day segments at one location with a 36-day limit in 3-day segments.

He spoke to this providing a 20% reduction in the amount of permit days for enforcement, an increase in monies generated from street vendors for permit filing, and by requiring permit usage for three days versus nine make it more cumbersome and possibly limiting the number of street vendors in the City. Mr. Craft stated that Staff has indicated the issuance of additional permits would not result in additional cost or manpower. He spoke to a proposal not to require non-profit organizations to obtain permits for fundraising activities on school property and requested this be included. Mr. Craft stated that if both requests cannot be accommodated, his preference would be to change to a 36-day limit with 3-day segments and requested consideration on a future agenda.

Kathleen Barry, citizen of the City, stated concerns regarding the inaccuracy of record keeping at the Plano Animal Shelter and requested an item be placed on a future agenda to address this issue. Mayor Evans spoke to the City Manager providing responses to inquiries. DeAnne L. Rogers, member of the Animal Shelter Advisory Committee, requested shelter concerns be placed on a future agenda, stated concern regarding obtaining records, incomplete records, and lack of information for new owners. She spoke regarding the lack of policies and procedures and concern that the committee is not involved in their development and requested Council assistance in addressing internal operations and personnel. Joe Cattell, citizen of the City, inquired regarding employees' training and certification to perform euthanasia, adoption and euthanasia statistics, shelter records, the requirements for handling euthanasia drugs and requested an agenda item be scheduled to address these issues.

Receive City Manager's response to comments of public interest made at a previous Council meeting. Council may discuss and provide direction on the following item(s):

Animal Shelter

City Manager Muehlenbeck responded to questions raised at the September 9 Council meeting and advised regarding the number of euthanasias performed the day Marjorie Murphy assumed her position and the day after she was placed on administrative leave. He further spoke regarding the qualifications of Staff, euthanasia rates in 2002 versus 2001, stated that decisions are based upon injury, illness, behavior and in some cases space and advised that evaluations are made by trained professional staff and, on availability, a veterinarian. Mr. Muehlenbeck stated that a euthanasia drug was not missing, but that there had been a record-keeping error and further advised regarding procedures implemented to prevent a future incident. He stated that Staff is available to groom animals and that the recommendation is that private funding be used for medical support or educational materials.

Mr. Muehlenbeck spoke regarding prior volunteer access that should have been limited for safety or workflow purposes, efforts to develop training and information packets to better define volunteers' roles and regarding the valuable service they provide. He spoke regarding the provision of hand-washing facilities, evaluation of animals euthanized on August 24 and their removal from kennels on that day. Mr. Muehlenbeck spoke to Staff collecting policies from various municipal shelter facilities in the state and regarding the effect a policy may have on the euthanasia rate, the qualifications of the Interim Animal Services Manager and the Director of Environmental Health, and items donated by volunteers/others advising that the City provides a budget to accommodate expenses related to food purchases. He advised regarding the processing of requests for information, development of a policy and procedure manual, and circumstances when dogs were left in the dog park including the periodic checks made on them and the employee's concerns regarding safely lifting them in order to transport. Mr. Muehlenbeck advised that regarding the use of euthanasia drugs, records including dosages are maintained; the division refuses unsuitable adopters and will consider screening when resources allow; spoke to the current cost of animal services education activities and stated that the Animal Shelter Advisory Committee is required by state law and that while unsure as to the purpose of establishing a board versus a committee that Staff would entertain discussion.

Mr. Muehlenbeck advised that a report from the Environmental Health Director is scheduled for the October 7, 2002 Council meeting.

CONSENT AGENDA

Deputy Mayor Pro tem Stovall and Council Member Stahel advised that they would be stepping down on Consent Agenda Items "D," "Z," "AA" and "BB," due to conflicts of interest.

Upon a motion made by Council Member Lambert and seconded by Council Member Stahel, the Council voted 8-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

Approval of Minutes: [Consent Agenda Item (A)]

September 9, 2002

Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:

Bid No. C129-02 for the Mowing Contract for Preston Road and Dallas North Tollway in the estimated annual amount of \$43,693. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. B125-02 for Preston Ridge Trail Extension – McDermott Road to Ridgeview Drive in the amount of \$104,100. [Consent Agenda Item (C)] (See Exhibit “B”)

Adoption of Resolutions

Resolution No. 2002-9-24(R): To approve a purchase and installation of drivecam and driving feedback system for implementation on City operated vehicles in an amount not to exceed \$90,000 from Drivecam Video Systems, a sole source supplier of such equipment; authorizing the City Manager to execute all documents necessary to effectuate such purchase; and providing an effective date. [Consent Agenda Item (E)]

Resolution No. 2002-9-25(R): To establish a Multi-Cultural Outreach Roundtable; setting forth the purpose of the roundtable; appointment of a Chair and establishment of duties; providing for open membership to the roundtable; and setting an effective date. [Consent Agenda Item (F)]

Resolution No. 2002-9-26(R): To authorize the City Manager to execute an electric supply contract(s) or agreement(s) ratifying the City’s participation in the power supply and services agreement to be executed by Cities Aggregation Power Project, Inc. (“CAPP”) for deliveries of electricity effective January 1, 2003; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2002-9-27(R): To approve a license agreement by and between the City of Plano, Texas, and Los Rios Golf Course, L.P., for use of the area under the Los Rios Boulevard Bridge at Rowlett Creek for purposes related to the operation of the golf course. [Consent Agenda Item (H)]

Resolution No. 2002-9-28(R): To accept the “Six Cities Trail Plan” and approving it to guide the development and enhancement of regional trails, corridors, and connection points; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2002-9-29(R): To ratify the expenditure of \$9,000 to WSC for professional telecommunication services; authorizing the execution of all documents in connection therewith by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2002-9-30(R): To approve the tax roll for Fiscal Year 2002-2003; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2002-9-31(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for an intersection traffic control project, PIN 17560006409000, targeting intersections regulated by means of a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2002-9-32(R): To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program at Frankford Middle School, 7706 Osage Plaza Parkway, Dallas, Texas; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2002-9-33(R): To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2002-9-34(R): To approve the terms and conditions of a regional law enforcement mutual aid task force agreement with other area law enforcement agencies for providing and receiving law enforcement assistance; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Adoption of Ordinances

Ordinance No. 2002-9-35: To amend Section 15-1 of Ordinance No. 2000-8-32, codified as Article 1 of Chapter 15, Parks and Recreation of the Code of Ordinances of the City of Plano, Texas by adding definitions of unlicensed motorized vehicle and licensed motorized vehicle; repealing Subsection (13) of Section 15-4 of Ordinance No. 2000-8-32 and adopting a new Subsection (13) to provide definitions, restrictions and regulations for the use of licensed and unlicensed motor vehicles; amending Section 15-4 of Ordinance No. 2000-8-32 to add a new Subsection (14) regarding use of bicycles; providing severability, repealing, savings, penalty, and publication clauses, and an effective date. [Consent Agenda Item (P)]

Ordinance No. 2002-9-36: To vacate Ordinance No. 2002-8-15, thereby rescinding the zoning designation of Planned Development-Retail granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 12.7± acres out of the Collin County School Land Survey, Abstract No. 153, located on the northeast corner of Hedgcoxe Road and Ohio Drive in the City of Plano, Collin County, Texas, from Retail to Planned Development-141-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Zoning Case 2002-28) [Consent Agenda Item (Q)]

Ordinance No. 2002-9-37: To amend Ordinance No. 2002-7-10, codified as Section 12-102 (e) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit parking of motor vehicles along the west side of Rainier Road from its intersection with Crossbend Road south to the drive entrance for Christie Elementary School within the City limits of the City of Plano on school days between the hours of 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m.; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (R)]

Ordinance No. 2002-9-38: To amend Article V, Chapter 12, Motor Vehicles and Traffic, by adding a new Section 12-104.5 prohibiting parking for longer than four hours in certain designated public parking lots within the business government district without a valid permit; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, and an effective date. [Consent Agenda Item (S)]

Ordinance No. 2002-9-39: To amend Section 11-222(D) Fee; Term; Renewal of Article VI, Alarm Systems, of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano to revise the permit fee and late fee; providing a severability clause and an effective date. Item pulled and held 9/9/02. [Consent Agenda Item (T)]

Ordinance No. 2002-9-40: To repeal Ordinance No. 2002-4-19; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2002-2003; establishing the authorized number and effective dates of such positions for each classification; establishing a new salary plan for the Police and Fire Departments effective October 7, 2002; and providing a repealer clause, a severability clause and an effective date. [Consent Agenda Item (U)]

Cancellation of Contract

To cancel Bid No. C066-02 for Custodial Supplies. [Consent Agenda Item (V)]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Electronic Data Systems Corporation for oversize participation for water line and signalization improvements associated with construction of Legacy Town Center in the amount of \$293,386. [Consent Agenda Item (W)]

To approve and authorize reimbursement to Electronic Data Systems Corporation for oversize participation for paving and water line improvements associated with the construction of Tennyson Parkway in the amount of \$73,362. [Consent Agenda Item (X)]

Purchase off Existing Contract

To authorize City participation in the Houston-Galveston Area Council of Governments (HGAC) Inter-Local Contract Agreement (Contract No. HT01-04) for the purchase of one 33,000 GVWR Cab & Chassis with Knuckleboom Crane and Brush Body for the Solid Waste Division and authorizing the City Manager to execute all documents necessary to effectuate this purchase. [Consent Agenda Item (Y)]

Approval of QISV

END OF CONSENT

Due to conflicts of interest, Deputy Mayor Pro tem Stovall and Council Member Stahel stepped down from the bench on the following four items.

Bid No. B115-02 for Cisco Data Network Equipment for the Telecommunications Department in the amount of \$386,133. [Consent Agenda Item (D)] (See Exhibit “C”)

Upon a motion made by Council Member McGee and seconded by Mayor Pro tem Dyer, the Council voted 6-0 to approve Bid No. B115-02 for Cisco Data Network Equipment for the Telecommunications Department in the amount of \$386,133.

Approval of QISV - To authorize expenditure for additional professional consulting services in an amount of \$36,000 from Exodus Consulting Group, LLC, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all documents necessary to effectuate the purchase. (QISV #1752923695600) [Consent Agenda Item (Z)]

Upon a motion made by Council Member McGee and seconded by Mayor Pro tem Dyer, the Council voted 6-0 to authorize expenditure for additional professional consulting services in an amount of \$36,000 from Exodus Consulting Group, LLC, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all documents necessary to effectuate the purchase.

Approval of QISV - To modify an enterprise agreement to include server software in an amount of \$250,000 with SHI-GS, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (QISV# 1223695478500/82075) [Consent Agenda Item (AA)]

Approval of QISV (cont'd)

Upon a motion made by Council Member McGee and seconded by Council Member Magnuson, the Council voted 6-0 to modify an enterprise agreement to include server software in an amount of \$250,000 with SHI-GS, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase.

Approval of QISV - To approve to pay for additional migration services for network conversion and the implementation of the new Exchange messaging system in an amount of \$107,652 from Microsoft Corporation, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (QISV# 1911144442800) [Consent Agenda Item (BB)]

Upon a motion made by Council Member McGee and seconded Council Member Lambert, the Council voted 6-0 to approve paying for additional migration services for network conversion and the implementation of the new Exchange messaging system in an amount of \$107,652 from Microsoft Corporation, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase.

Deputy Mayor Pro tem Stovall and Council Member Stahel resumed their places on the bench.

Public Hearing pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of City of Plano Park, known as Evans Park, for a parking facility for Plano Independent School District. [Regular Agenda Item (1)]

Director of Parks and Recreation Wendell spoke to entering into a license agreement with the school district to allow the construction of a parking lot to serve Weatherford Elementary School and advised that in order to meet criterion under the Texas Parks and Wildlife Code a Public Hearing should be held and findings made that there is no feasible and prudent alternative to the use or taking of the park land as proposed by the project, and that the project includes all reasonable planning to minimize harm to the park land, resulting from the use or taking. He advised that the Staff and Parks and Recreation Planning Board have reviewed the request, determined that criteria have been met and recommended approval. Mr. Wendell further stated that the public would have access to the park/parking lot during non-school hours. Ms. Wetherbee advised the Council that the license term would be for ten years with a ten-year renewal.

Public Hearing (cont'd)

Director of Parks and Recreation Wendell stated that Staff and the Parks and Recreation Planning Board have reviewed the location and feel there would be no impact on present or future uses at the park. He confirmed that proper planning has been done to minimize disruption to park users and recommended approval.

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Ordinance No. 2002-9-41: To approve a project, for a license agreement to construct and maintain a parking facility, requiring the use or taking of a portion of City of Plano public park land, known as Evans Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (2)]

Upon a motion made by Council Member McGee and seconded by Mayor Pro tem Dyer, the Council voted 8-0 to approve a project, for a license agreement to construct and maintain a parking facility, requiring the use or taking of a portion of City of Plano public park land, known as Evans Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2002-9-41.

Resolution No. 2002-9-42(R): To approve the terms and conditions of a license agreement by and between the City of Plano, Texas and Plano Independent School District to construct and maintain a parking facility in connection with Weatherford Elementary School; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Upon a motion made by Council Member Lambert and seconded by Council Member Magnuson, the Council voted 8-0 to approve the terms and conditions of a license agreement by and between the City of Plano, Texas and Plano Independent School District to construct and maintain a parking facility in connection with Weatherford Elementary School; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2002-9-42(R).

Consideration and direction regarding a donation from the City of Plano Fire Department of 20 self contained breathing apparatus and 40 refill air bottles to the San Pedro Garza Garcia, Mexico Fire Department. [Regular Agenda Item (4)]

Upon a motion made by Council Member McGee and seconded by Council Member Magnuson, the Council voted 8-0 to approve a donation from the City of Plano Fire Department of 20 self contained breathing apparatus and 40 refill air bottles to the San Pedro Garza Garcia, Mexico Fire Department.

There being no further discussion, Mayor Evans adjourned the meeting at 8:18 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY AND REGULAR OPEN MEETING
October 7, 2002**

COUNCIL MEMBERS

Pat Evans, Mayor
Phil Dyer, Mayor Pro tem
Steve Stovall, Deputy Mayor Pro tem
Shep Stahel
Scott Johnson
Sally Magnuson
Jim McGee
Ken Lambert

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans called the meeting to order at 5:00 p.m., Monday, October 7, 2002, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Magnuson. Deputy Mayor Pro tem Stovall arrived at 5:01 p.m. and Mayor Pro tem Dyer arrived at 5:30 p.m.

PRELIMINARY OPEN MEETING

Proclamations and Special Recognition

This item was passed over.

Oaths of Office

Mayor Evans administered the oaths of office to incoming members of the boards and commissions.

Animal Services Briefing

Environmental Health Director Collins presented an overview of the Animal Services Division, stated that the operation is a professional public health and safety operation often working in conjunction with the Police and Fire Departments and stated that the operation facilitates the integration of humans and animals.

Mr. Collins reviewed the tasks performed and often dangerous situations encountered by the Animal Services officers and the experience and certification requirements of the officers. He spoke to the low euthanasia rate and to the humane treatment of animals at the shelter and stated that at the request of Staff, the City's Internal Audit Department has conducted a review of the effectiveness of the operation which has resulted in the identification of a significant number of action plan items to be applied to the internal operation. Mr. Collins spoke to the implementation of a paperless record keeping system to streamline records and their retrieval with offsite daily backup being completed on all files. He spoke to the evaluation process of animals brought into the shelter, animal temperament training provided, and further stated that Staff is in the process of finalizing a contract with a veterinarian to be on emergency call during after hours as well as provide onsite regular and follow-up treatments. Mr. Collins spoke to the importance of volunteer assistance and applicable training. He stated that the Animal Shelter Advisory Committee is required by state law and that in the next six months work will be done to re-examine the mission and enhance recommendations contained in the work plan. Mr. Collins stated that the Plano Television Network web site and Public Information Department is working to promote the efforts of the division and further spoke to setting the proper tones and to a renewal of commitment. He stated that in the next six months it is his hope to bring in a national organization for a "best practices" review.

Mr. Collins spoke to issues addressed at the September 23 Council meeting which included responding to what the numbers of animals are that are adopted. He stated that he has responded that this information will be provided by October 14. He spoke to questions received on animals euthanized on August 24 and regarding paperwork suggesting that animals have not been fed. Mr. Collins stated that complete files for the animal in question remain missing and cannot be produced and that an internal review conducted by the Police Department suggest that the records missing are not as a result of Staff. He spoke to questions regarding an incomplete report provided, and stated that information is being compiled to provide answers to remaining questions. Mr. Collins stated that work is being done to secure data input, and retrieval. He stated that record keeping issues are being addressed, along with policy development and further that the issue of the missing drug "fatal plus" has been resolved and is now closed.

Mayor Evans thanked Mr. Collins for his presentation and spoke in support of the report.

Personnel

Appointments – Self Sufficiency Committee

Upon a motion made by Council Member McGee and seconded by Council Member Stahel, the Council voted 6-0 to appoint Janet P. Oller and Walter T. Norris to interim positions.

Discussion and Direction Regarding Council Appointment of Chairs to the Following Committees: Animal Shelter Advisory Committee and Retirement Security Plan Committee

City Manager Muehlenbeck spoke to the Retirement Security Plan Committee (RSP) citizen to employee rotation of chair position and to the committee naming the chair. Mayor Evans spoke to amending the RSP so that the Council can affirm the appointment of chair and to standardizing procedures and to being consistent. Council Member Stahel spoke to being consistent with appointment of chair positions and recommended that Council adjust bylaws to reflect that the responsibility of naming the chair position be given to the Council. City Attorney Wetherbee stated that the October 14 agenda can bring back items for these committees to make this change. The Council concurred that consideration of moving the appointment of chair positions from the duties of the Animal Shelter Advisory Committee and Retirement Security Plan Committee members to the duties of the City Council would come back on the October 14 agenda.

Overpass Study Briefing

Transportation Engineering Manager Neal spoke to project locations on the long-range transportation plan and to TXDOT inquiries regarding the use of dollar allocations appropriated and whether or not the need is still considered to be there. He spoke to analysis used to determine this need, use of a consultant, selection of a team to use also for mobility evaluation, and to open sessions conducted. Mr. Neal spoke to overpass and intersection evaluations, numbers derived, and study tasks involved to collect data. He advised the Council that there was good participation at public meetings and further spoke regarding the identification of traffic levels of service at intersections. Mr. Neal advised the Council that no determination has been made as to whether fire stations would be relocated or intersections closed, and that a much more detailed analysis would need to be done to do this. Mayor Evans recommended that consideration of cost be identified with regard to possibly moving a fire station or closing a road in an effort to make a better analysis. Mr. Neal stated that if the determination is made that a need exists to make these changes that the impact of doing this will be addressed. He further advised that a final report will come back to the Council on December 11.

Council Items for Discussion/Action on Future Agendas

Council Member Stahel spoke to looking at all chair positions at a future agenda. After a brief discussion, the Council concurred that the Animal Shelter Advisory Committee (ASA) and the Retirement Security Plan Committee (RSP) are the only instances where appointment of chair position is directed by the City and to no higher authority such as the state, therefore ASA and the RSP are the only remaining boards given this designation.

Consent and Regular Agendas

City Manager Muehlenbeck spoke to the resolution on the agenda to support legislation and DART policy changes and further stated that revisions have been made to the resolution to remove the word “transitional” and to include the verbiage “by a single ballot proposition.”

Mayor Pro tem Dyer advised that he will be stepping down on Consent Item “E”, resolution to grant a one year waiver to Beal Bank due to a conflict of interest.

Council Committee Reports

Council Member Stahel spoke to previous discussion regarding consulting fees to create a technology section for the Comprehensive Plan and stated that he and Deputy Mayor Pro tem Stovall, Planning and Zoning Commission Chair Davidoff and Commission member Neukranz, Technology Commission Chair Ryan, and members of Staff met and worked together and compiled a draft to be presented to the Planning and Zoning Commission for review. He stated that after this time, the proposed technology section would be brought forward to the Council for consideration.

Council Member Stahel stated that he and Council Member Johnson toured the Animal Shelter facility and spoke to the shelter being clean, well organized, and in good shape. Mr. Stahel further stated that he and Mr. Johnson both attended the Animal Shelter Advisory Committee meeting the previous week and that the work program to codify various procedures is well underway. Mr. Johnson concurred with Mr. Stahel and stated that they received a good explanation of incoming animal procedures and routines.

Deputy Mayor Pro tem Stovall spoke to high-tech trips taken and to a tour of the Pembroke Pines, Florida Fire Station and dispatch area for emergency operations. He stated that Staff at the Pembroke station were acquainted with the City of Plano Fire Department and to the excellent reputation held.

Mayor Evans spoke in support of the resolution on the agenda to support DART legislation and to this resolution providing terms as a way for cities to join DART.

CONSENT AGENDA

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Stahel the Council voted 7-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following

Bid No. B126-02 for the remodeling and expansion of the Public Safety Communications Center in the amount of \$772,500. [Consent Agenda Item (A)] (See Exhibit “A”)

Bid No. B130-02 for Pecan Hollow Golf Course – Irrigation Pond Excavation in the amount of \$314,121. [Consent Agenda Item (B)] (See Exhibit “B”)

Adoption of Resolutions

Resolution No. 2002-10-1(R): To approve the hiring of an Assistant City Attorney by the City Attorney; and providing an effective date. [Consent Agenda Item (C)]

Resolution No. 2002-10-2(R): To approve the settlement of a judgment resulting from the lawsuit styled the City of Plano, et al. v. Michael Ray Darby and Jamie Hughes Pollard in the amount of ten thousand and 00/100 dollars (\$10,000); authorizing the City Attorney to execute any and all documents necessary to settle such judgment; and providing an effective date. [Consent Agenda Item (D)]

Resolution No. 2002-10-3(R): To revise the tax abatement policies for the City of Plano to amend the requirements for the tax abatement terms; and providing an effective date. [Consent Agenda Item (F)]

Resolution No. 2002-10-4(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, Collin County, and Safety-Kleen Systems, Inc. to promote state and local economic development and to stimulate business and commercial activity in the City and County; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2002-10-5(R): To approve the terms and conditions of agreements between the City of Plano, Texas, and various arts organizations which render services that are beneficial to the public and serve a valid public purpose; authorizing the City Manager to execute such agreements with these organizations for the provision of support of the arts, and providing an effective date. [Consent Agenda Item (H)]

Resolution No. 2002-10-6(R): To authorize an expenditure of funds not to exceed one hundred eighteen thousand and 00/100 dollars (\$118,000) to Uretek USA, Inc. the sole source provider and licensee of the Uretek Method® and Uretek 486, a high-density polyurethane material used for street and alley pavement repair; authorizing the City Manager to take such action and execute such documents as necessary to effectuate this expenditure; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2002-10-7(R): To authorize an expenditure of funds not to exceed seven hundred thousand and no/100 dollars (\$700,000) to Uretex USA, Inc., the sole source provider and licensee of the Uretex Method and Uretex 486, a high-density polyurethane material used for street and alley pavement repair; authorizing the City Manager to take such action and execute such documents as necessary to effectuate this expenditure; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2002-10-8(R): To authorize the filing of a project application with the North Central Texas Council of Governments ("NCTCOG") for a Time To Recycle Incentive project; authorizing the Solid Waste Manager or her designee to act on behalf of the City of Plano in all matters related to the application; and providing an effective date. [Consent Agenda Item (K)]

Approval of Expenditure

To approve for the equipment replacement of the existing Plant VESTA 9-1-1 System and the addition of two 9-1-1 positions against the new Affiliated Telephone, Incorporated five-year contract awarded on August 12, 2002, for all telecommunications services and equipment and authorizing the City Manager to execute all documents necessary to effectuate the purchase, and providing an effective date. [Consent Agenda Item (L)]

END OF CONSENT

ITEMS FOR INDIVIDUAL CONSIDERATION

Mayor Pro tem Dyer stepped away from the bench on the following item due to a conflict of interest.

Resolution No. 2002-10-9(R): To grant a one year waiver to Beal Bank to meet the threshold requirement relating to the real value property improvements set forth in a tax abatement agreement entered into with Fina Oil and Chemical Company and subsequently assigned to Beal Bank; and providing an effective date. [Consent Agenda Item (E)]

Upon a motion made by Council Member Lambert and seconded by Council Member Johnson the Council voted 6-0 to grant a one year waiver to Beal Bank to meet the threshold requirement relating to the real value property improvements set forth in a tax abatement agreement entered into with Fina Oil and Chemical Company and subsequently assigned to Beal Bank; and providing an effective date and further to adopt Resolution No. 2002-10-9 (R).

Mayor Pro tem Dyer returned to his place on the bench.

Resolution No. 2002-10-10(R): to support necessary legislation and Dallas Area Rapid Transit (DART) policy changes to allow expansion and extension of DART Services to local government jurisdictions through local option citizen elections pledging payments to the DART System in an amount equivalent to a one-cent sales tax. [Agenda Item (1)]

Upon a motion made by Council Member Lambert and seconded by Mayor Pro tem Dyer the Council voted 7-0 to support necessary legislation and Dallas Area Rapid Transit (DART) policy changes to allow expansion and extension of DART Services to local government jurisdictions through local option citizen elections pledging payments to the DART System in an amount equivalent to a one-cent sales tax and further to adopt Resolution No 2002-10-10 (R) as revised.

Mayor Evans recessed the meeting at 6:00 p.m. and advised that the Council will convene into Executive Session in Training Room A after which time the meeting will reconvene back into open session in Training Room A and reconvene back again into executive session and finally adjourn. The Council convened into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, to discuss Legal matters, Section 551.071, and to discuss Personnel matters, 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.

Council Member McGee left the bench at 6:38 p.m. and did not return to the meeting.

The Council reconvened back into the Preliminary Open Meeting at 6:41 p.m. in Training Room A where the following item was discussed:

Consideration and Action Resulting from Executive Session Discussion:

Personnel -Planning and Zoning Commission

Upon a motion made by Mayor Pro tem Dyer and seconded by Council Member Stahel the Council voted 6-0 to name Lee Dunlap as Chair. They concurred to delay the appointment of an interim position due to a vacancy until such time as sufficient advertising can be done to notify the public of the appointment.

Mayor Evans advised at 6:42 p.m. that the Council will recess the open meeting and reconvene back into Executive Session in Training Room A. The Council convened into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, to discuss Personnel matters, Section 551.074.

At the conclusion of the executive session, Mayor Evans finally adjourned the meeting at 6:44 p.m. in Training Room A.

Pat Evans, **MAYOR**

Elaine Bealke, **City Secretary**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal <i>aw/kk</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>D. Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>10/15/02</i>
Agenda Coordinator (include phone #): Lynne Kemper - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, amending the Bylaws of the Retirement Security Plan Committee to provide for the appointment of the Chairperson by the City Council; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution will change the appointment of the Chairperson of the Plano Retirement Security Plan Committee from being elected by and from the members of the Committee to being appointed by the City Council.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		Plano Retirement Security Plan Committee		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING THE BYLAWS OF THE RETIREMENT SECURITY PLAN COMMITTEE TO PROVIDE FOR THE APPOINTMENT OF THE CHAIRPERSON BY THE CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 92-2-28(R), passed and approved by the City Council on February 24, 1992, the City Council adopted governance policies to guide the City Council and City staff in providing effective leadership and efficient administration of City government; and

WHEREAS, as a result of the Committee Principles set forth in those governance policies, the City of Plano Retirement Security Plan Committee Bylaws ("Bylaws") were established; and

WHEREAS, Section II A. of the Bylaws provides for the Chairman and Vice-Chairman of the Retirement Security Plan Committee ("Committee") to be elected by and from the members of the Committee; and

WHEREAS, the City Council desires to amend the Bylaws of the City of Plano Retirement Security Plan Committee to provide for the appointment of the Chairperson of the Committee by the City Council.

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

Section I. Section II A. of the Bylaws of the City of Plano Retirement Security Plan Committee is hereby amended to provide that the Chairperson of the Committee shall be appointed by the City Council.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
APPROVING AND AUTHORIZING REFUNDS OF PROPERTY TAX
OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

WHEREAS, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

WHEREAS, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

WHEREAS, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded,

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

Section I. The City Council of the City of Plano, Texas, finds and determines that the tax payments listed in Exhibit "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Director of Tax Collections for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this _____ day of _____,
2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

C-4

Resolution No. _____
 Attachment "A" Page 1 of 6

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#3 OVERPAYMENT/ALREADY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
111906	COUNTRYWIDE DEPT MS SV3-24 PO BOX 10211 VAN NUYS CA 91410-0211	R-0130-010-0250-1 R-0216-003-0160-1	408191 436223	2001 2001	01C31003 01C31003	AP AP	283.49 561.85	283.49 561.85	283.49 561.85
702938	GUARANTY RESIDENTIAL LENDING 1201 ELM STREET STE 4200 DALLAS TX 75270	R-0491-002-0130-1 R-1815-002-0270-1	049000054049 049000090267	2001 2001	01C26030 01C26030	AP AP	181.40	181.40	181.40
334286	REMUS JOSEPH E & KRISTINA E 126 PARKHURST LN ALLEN TX 75013	R-0543-002-0080-1		1999	99C29095	AP	112.85	112.85	112.85
613778	HOMEOMINGS FINANCIAL NETWORK ATTN: REFUND DEPT 8435 STEMMONS FWY 6TH FLR DALLAS TX 75247	R-3806-00A-0240-1	0411358765	2001	01C28018	AP	2234.56	2234.56	2234.56
TOTAL PAGE 1							3374.15	3374.15	3374.15

Resolution No. _____
Attachment "A" Page 2 of 6

SEPTEMBER 09, 2002(CF)
VARIANCE/REFUND-REQ#3
/ERPAYMENT/ALREADY PAID

	23			
	PLANO	ACCOUNT	TOTAL OF	
	CITY	TOTAL	REFUND	
PAGE 1	3374.15	3374.15	3374.15	
GRAND TOTALS	3374.15	3374.15	3374.15	

C-5

C-6

Resolution No. _____
Attachment "A" Page 3 of 6

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#2 OVERPAYMENT/ALREADY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
116543	PRINCIPAL RESIDENTIAL MTG ATTN TAX DEPT 711 HIGH STREET DES MOINES IA 50392-0750	R-0626-003-0080-1	1230227-9	2001	T02628P1	AP	109.59	109.59	109.59
							109.59	109.59	109.59

TOTAL PAGE 1

SEPTEMBER 09, 2002(CF)
VARIANCE/REFUND-REQ#2
OVERPAYMENT/ALREADY PAID

23		ACCOUNT	TOTAL OF
PLANO	CITY	TOTAL	REFUND
109.59		109.59	109.59
109.59		109.59	109.59
PAGE 1			
GRAND TOTALS			

C-7

C-8

Resolution No. _____
Attachment "A" Page 5 of 6

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#1 OVERPAYMENT/READY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
324002	DAVID WEEKLEY HOMES 1111 NORTH POST OAK RD HOUSTON TX 77055	R-4370-00D-0030-2		2001	02202R11	AP	23 64.63	64.63	64.63
							64.63	64.63	64.63

TOTAL PAGE 2

Resolution No. _____
Attachment "A" Page 6 of 6

SEPTEMBER 23, 2002(CF)
VARIANCE/REFUND-REQ#1
OVERPAYMENT/ALREADY PAID

23			
PLANO	ACCOUNT	TOTAL OF	TOTAL OF
CITY	TOTAL	REFUND	REFUND
64.63	64.63	64.63	64.63
	64.63		64.63

PAGE 1
GRAND TOTALS

C-9

C



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal <i>AW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	P. Jarrell	Executive Director <i>DD</i>	10/1/02	
Dept Signature:	<i>P. Jarrell</i>	City Manager <i>AW</i>	10/3/02	
Agenda Coordinator (include phone #): Marcus Watson, x. 5343				

ACTION REQUESTED:

<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> OTHER	

CAPTION

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS HERITAGE PRESERVATION AND ARTS ORGANIZATIONS WHICH RENDER SERVICES THAT ARE BENEFICIAL TO THE PUBLIC AND SERVE A VALID PUBLIC PURPOSE; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS FOR THE PROVISION OF SUPPORT OF HERITAGE PRESERVATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	468,000	0	468,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-468,000	0	-468,000
BALANCE	0	0	0	0

FUND(s): CONVENTION AND TOURISM FUND

COMMENTS: This item was approved in the FY 2002-03 Budget. Relates to Strategic Goal 4: Safe, Livable Neighborhoods.

SUMMARY OF ITEM

This resolution establishes funding agreements for the purpose of heritage preservation with various non-profit organizations as reviewed and approved by the City Council in the 2002-03 adopted budget. The maximum amount to be allocated for Preservation Grants is \$468,000. The funds will be provided to the various organizations, with 50% being distributed by November 30, 2002. The remaining amounts will be distributed as follows: 25% by February 28, 2003 and 25% by July 1, 2003.

List of Supporting Documents: Sample Funding Agreement	Other Departments, Boards, Commissions or Agencies Heritage Commission
---	---

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS HERITAGE PRESERVATION AND ARTS ORGANIZATIONS WHICH RENDER SERVICES THAT ARE BENEFICIAL TO THE PUBLIC AND SERVE A VALID PUBLIC PURPOSE; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS FOR THE PROVISION OF SUPPORT OF HERITAGE PRESERVATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has assigned to the Heritage Commission the responsibility of considering funding requests from outside heritage preservation organizations; and

WHEREAS, this Commission entertained funding requests, conducted extensive review, and made recommendations for funding to City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2002-2003 budget; and

WHEREAS, pursuant to Ordinance No. 2002-9-18 the City Council has appropriated funds for such purposes and find that the services provided by these organizations are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into agreements with the various heritage preservation organizations, a sample copy is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

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

Section 1. The terms and conditions of the Agreements with the below named organizations in the amounts specified, having been reviewed by the City Council and found to be proper and acceptable and in the best interests of the City of Plano are hereby in all things approved:

<u>Heritage Preservation Grants:</u>	
Heritage Farmstead Museum	\$240,000
ArtCentre of Plano	\$ 70,000
Plano Conservancy for Historic Preservation	\$158,000
 TOTAL	 \$468,000

Section II. The City Manager, or in his absence the Executive Director, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

Section III. This Resolution shall become effective from and after its passage.

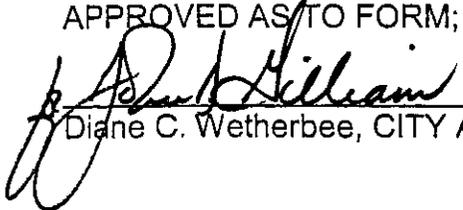
DULY PASSED AND APPROVED this the _____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM;



Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND**

THIS AGREEMENT, this day made and entered into by and between the **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor");

WHEREAS, it is deemed to be in the best interest of the residents and the City of Plano to expend public funds to the _____; and

WHEREAS, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, pursuant to Ordinance No. 2002-9-18, the City Council determined that the sum of _____ shall be expended for the purposes as outlined in the attachment entitled "_____ 2002-03 Major Grant Application" (hereinafter referred to as "Application"); and

WHEREAS, Contractor has established itself as being able to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

The purpose of this Agreement is to provide terms and conditions under which City shall make available the sum of _____ to be used to support the _____ as described in the Application. City's source of these funds is general revenues derived from collection of property, sales and other taxes, as well as other sources. In consideration of the City of Plano providing the funding specified in the 2002-03 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; Application; General Conditions; Affidavit of No Prohibited Interest and Insurance. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes as outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A", and for no other purposes.

1. If during the term of this Agreement, the Contractor wishes to utilize funds for purposes other than stated in its Application, such change will only be allowed as follows:

- a. All changes must first be approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. All Contractor Board changes must be approved by the Heritage Commission, as evidenced by the official minutes of the Committee authorizing the change;
- c. The Commission shall submit the request for the change to the City Manager, or his designee, for approval.

No expenditure of funds contrary to the funding application is permitted until written approval is received from the City Manager or his designee.

2.02 All funds shall be utilized in compliance with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses funded by City monies and budgeted in each category of the Application must be spent in that category;
2. All other conditions of this Agreement must be met.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Contract" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

2.04 City funds which are remaining with Contractor and which are not expended or unencumbered after September 30, 2003, will revert to the City general revenues.

**SECTION III
NON-ASSIGNMENT**

3.01 Contractor shall not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council as reflected by a duly authorized resolution.

**SECTION IV
INDEPENDENT CONTRACTOR**

4.01 It is understood that the City enters into this Agreement with Contractor for the purposes enumerated in Section I hereof, and it is understood that Contractor shall be an independent contractor and nothing herein shall be construed to constitute Contractor as an agent, employee, or representative of the City.

**SECTION V
DISBURSEMENT OF FUNDS**

5.01 Funds provided for under this Agreement shall be disbursed as follows:

1. 50% of the funds will be distributed by November 30, 2002.
2. 25% of the funds will be distributed by February 28, 2003.
3. The remaining 25% of the funds will be distributed by July 1, 2003.

5.02 Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 **Reporting Requirements.**

1. Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements sufficiently describing the expenditure of funds provided by the City, as well as a description of program goals

achieved and/or progress of same for the preceding quarter. These reports shall be furnished in writing to the Contract Administrator at the following address:

Marcus Watson
Planning Department
Municipal Center
1520 K Avenue
Plano, Texas 75074
Telephone: 972-941-7152
Fax: 972-941-7397

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

SECTION VI AFFIDAVIT OF NO PROHIBITED INTEREST

6.01 Contractor 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 Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

SECTION VII INSURANCE REQUIREMENTS/INDEMNIFICATION

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Such insurance shall be evidenced by properly executed certificates of insurance issued by Contractor's insurance agency, and a current copy shall be provided to the Contract Administrator within ten (10) days of execution of this Agreement. A current copy of the certificate(s) shall be maintained by Contractor and provided to City throughout the entire term of this Contract.

7.02 Indemnification.

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

**SECTION VIII
TERM**

8.01 The term of this Agreement is November 1, 2002, through October 31, 2003. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final written report to the City, and/or any other written documentation requested by City to verify that Contractor complied with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Either party shall have the right to an early termination of this Agreement by giving the other party written notice of intention of such early termination, with such notice to be given in writing thirty (30) days before the desired early termination date. The right to early termination of this Agreement is specifically reserved to both parties. However, such commitments and obligations of Contractor existing prior to notice of early termination shall be honored and shall not prejudice the right of Contractor to pay such costs previously incurred and to be paid out of the funds furnished by City. In the event of such early termination, or at the end of the term of this Contract, the Contractor agrees to return to City the unused balance of any funds previously disbursed to the Contractor by City pursuant to this Agreement within ten (10) days of either event.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City shall have the right to immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any provisions to the contrary. In the event of termination for breach, Contractor shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments embodies the entire agreement between the parties and may only be modified, amended or supplemented, in writing if executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of the Contractor pursuant to Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Contractor, the City Manager or his designee.

10.03 Successors and Assigns

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Notice as required by this Agreement shall be in writing delivered to the parties as follows:

City

Contractor

Marcus Watson
Planning Department
Municipal Center
1520 K Avenue
Plano, Texas 75074
Telephone: 972-941-7152
Fax: 972-941-7397

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

10.07 Venue.

The parties agree that the laws of the State of Texas shall govern this Agreement and that it is performable in Collin/Denton Counties, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 200_.

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 200_ by _____, _____ of _____ a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 200_ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>WLS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director	<i>PJ</i>	10/7/02
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>LJ</i>	10/7/02
Agenda Coordinator (include phone #): Lanae Jobe x 7165				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

To approve the terms and conditions of Funding Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Services funds in the amount of \$239,904.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	239,904	0	239,904
Encumbered/Expended Amount	0	0	0	0
This Item	0	-239,904	0	-239,904
BALANCE	0	0	0	0

FUND(s): GENERAL FUND

COMMENTS: Funds are included in the 2002-03 General Fund.

SUMMARY OF ITEM

The City Council allocated \$239,904 for Community Services grants for various non-profit agencies, listed on the attached memo. Approval of this resolution will release these funds to these agencies.

List of Supporting Documents:
Memo, Resolution

Other Departments, Boards, Commissions or Agencies
None

MEMORANDUM

October 1, 2002

To: Frank Turner, Executive Director
From: Bob Buffington, Neighborhood Services Manager
Subject: Agenda Item – Community Services Agreements

This agenda item will allow the expenditure of \$239,904 in Community Services grants, as approved by the City Council. It includes 20 agreements between the City and the following agencies:

CITY House	\$8,128.00
Hope's Door	\$22,918.00
Collin County Committee on Aging	\$11,330.00
Assistance Center of Collin County	\$19,036.00
Samaritan Inn	\$21,943.00
Practical Parent Education	\$10,190.00
Plano Community Charity	\$13,129.00
God's Food Pantry	\$17,207.00
Plano International Preschool	\$14,811.00
AIDS Services of North Texas	\$13,155.00
Assistance League of Greater Collin County	\$17,207.00
Plano Children's Medical Clinic	\$13,907.00
Collin County Children's Advocacy Center	\$5,443.00
The Turning Point (Rape Crisis Center)	\$14,750.00
Organization for Latin Americans	\$7,314.00
Legal Services of North Texas	\$4,122.00
CASA of Collin County	\$9,919.00
National Alliance for the Mentally Ill	\$1,251.00
Boys and Girls Clubs/Douglass Branch	\$11,103.00
Journey of Hope	\$2,812.00

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO AND VARIOUS COMMUNITY ORGANIZATIONS, PROVIDING FOR THE EXPENDITURE OF COMMUNITY SERVICES FUNDS FOR THE PROVISION OF VARIOUS COMMUNITY SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented proposed Agreements by and between the City of Plano and Collin Intervention to Youth, Hope's Door, Collin County Committee on Aging, Assistance Center of Collin County, Inc., Collin County Care Center/Samaritan Inn, Practical Parent Education, Plano Community Charity, God's Food Pantry, Plano International Preschool, AIDS Services of North Texas, Assistance League of Greater Collin County, Plano Children's Medical Clinic, Collin County Children's Advocacy Center, The Turning Point, Organization for Latin Americans, Legal Services of North Texas, Court Appointed Special Advocates, National Alliance for the Mentally Ill, Boys and Girls Clubs, and Journey of Hope, a sample copy of which is attached hereto as Exhibit A, which establish the terms and conditions of funding; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Plano that the Community Services funds be utilized for the purposes for which they were granted to each of the entities listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related hereto the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, shall be authorized to execute them on behalf of the City of Plano;

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

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

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

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF OCTOBER, 2002.

Pat Evans, Mayor

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

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**FUNDING AGREEMENT BETWEEN CITY OF PLANO, TEXAS
AND
AGENCYNAME**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as "City"), and, **AGENCYNAME**, a Texas non-profit corporation (hereinafter referred to as "Agency");

WHEREAS, it is deemed to be in the best interest of the residents and the City to expend public funds for **PROGRAM**; and

WHEREAS, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, Agency has established itself as being able to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
Purposes/Consideration**

The purpose of this Agreement is to provide terms and conditions under which City shall make the sum of up to **DOLLARS (\$)** available to the Agency for the purposes set forth in Exhibit "A" attached hereto and incorporated herein. The City's source of these funds is general revenues derived from the collection of property, sales and other taxes, as well as other sources. In consideration of City providing the above referenced funding specified in the 2002-2003 fiscal year, Agency shall abide by the terms and conditions of this Agreement.

**SECTION II
Term**

The term of this Agreement is October 1, 2002 through September 30, 2003. At the expiration of this Agreement, the Agency shall have the continuing obligation to complete any

unfulfilled terms and conditions of this Agreement, including any written documentation requested by City to verify that Agency complied with the terms of this Agreement.

SECTION III
Permitted Uses Of Funds; Conditions Of Use

The Agency may use any and all funds furnished by the City under this Agreement for the purposes set forth in said Exhibit "A" and for no other purpose. If during the term of this Agreement, the Agency wishes to utilize funds for purposes other than stated in this Agreement, such change may be allowed only upon receiving written approval by the City Manager, or his designee.

The Agency further agrees to abide by the general conditions of the grant as set forth in the "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

Any City funds which have not been expended by the Agency by September 30, 2003 will revert to the City's general revenues. Such funds shall be returned no later than October 10, 2003.

SECTION IV
Non-Assignment

The Agency shall not assign any interest in this Agreement, whether in whole or part, without prior written approval of the City Council as evidenced by a Resolution properly approved by the Council.

SECTION V
Independent Contractor

The Agency covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the City. Agency shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior

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shall not apply as between City and Agency, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Agency.

**SECTION VI
Disbursement Of Funds**

Funds provided for under this Agreement shall be disbursed on or before January 31, 2003. Expenses incurred by Agency after this Agreement expires or is terminated will not be reimbursed or funded under this Agreement and the City shall assume no liability for same.

**SECTION VII
Reporting Requirements**

Within thirty (30) days of the close of each preceding quarter of the Agreement term, Agency agrees to provide financial statements sufficiently describing the expenditure of funds provided by the City, as well as a description of program goals achieved and/or progress made toward the achievement of those goals for the preceding quarter. These reports shall be furnished in writing to the Contract Administrator named below at the following address:

Robert W. Buffington
Neighborhood Services Manager
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

Telephone: 972-941-5262
Fax: 972-941-7396

At the end of the Agreement term or in the event of earlier termination, Agency shall provide a final written report of its activities and expenditures accounting for all funds provided under this Agreement to the Contract Administrator.

**SECTION VIII
Affidavit Of No Prohibited Interest**

Agency 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. At the time of signing this Agreement, an authorized representative of Agency shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

SECTION IX Insurance Requirements/Indemnification

1. Insurance. At its own expense, Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D", a copy of which is attached hereto and incorporated herein. Such insurance shall be evidenced by properly executed certificates of insurance determined to be acceptable to City's Risk Manager and a current copy shall be provided to the Contract Administrator within ten (10) days of execution of this Agreement. A current copy of the certificate(s) shall be maintained by Agency and provided to City throughout the entire term of this Agreement.

2. Indemnification. Agency shall release, defend, indemnify, and hold City and its officers, agents, and employees harmless from and against all damages, injuries (including death), costs, including attorneys' fees and expenses, in any way arising out of, related to, or resulting from Agency's performance of the services under this Agreement or caused by the negligent act or omission of Agency, its officers, agents, employees, subcontractors, licensees, invitees, or any other third parties for whom Agency is legally responsible (hereinafter "Claims"). Agency is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Agency in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Agency's obligation to defend City or as a waiver of Agency's obligation to indemnify City pursuant to this Agreement. Agency shall retain City approved defense counsel within seven (7) business days of City's written notice that City is

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invoking its right to indemnification under this Agreement. If Agency fails to retain counsel within such time period, City shall have the right to retain defense council on its own behalf, and Agency shall be liable for all costs incurred by City.

This Section is solely for the benefit of the City and Agency and does not create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION X Termination

This Agreement may be terminated early by either party giving the other party written notice, with such notice to be given in writing not less than ninety (90) days before the desired early termination date. Any commitments and obligations of Agency existing prior to notice of early termination shall be honored and shall not prejudice the right of Agency to pay such costs previously incurred and to be paid out of the funds furnished by City. New commitments incurred after notice of termination is given shall not be funded by this Agreement. Notice of termination shall be given when written notice is sent to either party by certified mail, return receipt requested. The date and time of postmark shall be determinative. In the event of such early termination, or at the end of the term of this Agreement, the Agency agrees to return to City both the unused and the unencumbered balance of any funds previously disbursed to the Agency by City pursuant to this Agreement within ten (10) days of either event.

In the event the Agency breaches any of the terms or conditions of this Agreement, whether in whole or part, the City shall have the right to immediately terminate this Agreement by providing written notice to the Agency. In the event of termination for breach, Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**SECTION XI
Miscellaneous**

1. Entire Agreement. This Agreement and its Exhibits embody the entire agreement between the parties and may only be modified, amended or supplemented, in writing if executed by both parties.

2. Authority. The undersigned represents and warrants that he or she is the duly authorized representative of the Agency and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of the Agency.

This Agreement shall not be considered fully executed or binding on the City until the same shall be executed by Agency and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.

3. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns.

4. Waiver. No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

5. Notices. Notices as required by this Agreement shall be in writing delivered to the parties as follows:

City of Plano, Texas

Robert W. Buffington
Neighborhood Services Manager
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

Telephone: 972-941-5262
Fax: 972-941-7396

Agency

Name
Title
Agencyname
Caddress
Zip

Telephone: Cphone
Fax: Cfax

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

7. Interpretation of Agreement. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

8. Venue. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

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

AGENCYNAME

Date: _____

By: _____
Name
Title

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2002 by **NAME**, Title of **AGENCYNAME**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2002 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

PURPOSES

This grant may be used for expenses of

Not more than 50% of the grant expenditures may be for staff salary and benefits.

Other prohibited expenditures are as follows:

- A. Social functions, parties, receptions, fund-raising benefits, refreshments, or beverages.
- B. Licensing fees of any kind.
- C. Underwriting, investments, stocks, bonds, or any financial obligation.
- D. Interest and/or depreciation on loans, fines, penalties, or costs of litigation.

EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City upon request.
2. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
3. Improper use of funds awarded in the grant may result in the termination of the grant, forfeiture of any outstanding grant award and/or recovery of previous payments.
4. Programs, activities, employment opportunities, etc. funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, handicap, or political affiliation.
5. The Agency and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
6. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of City.
7. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
8. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
9. This Agreement may not be changed or adjusted without the prior approval of City Manager.

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EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Agreement a prohibited interest as that is defined in City Charter section 11.02 and the City's Code of Conduct.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

AGENCYNAME

By: _____
Name
Title

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Subscribed and sworn to before me this ____ day of _____, 2002.

Notary Public, State of Texas

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EXHIBIT "D"**INSURANCE REQUIREMENTS**

Agency shall procure and maintain for the duration of the grant Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: The City, its officers, officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" as respects to liability arising out of any activities performed by or on behalf of the Agency. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

City prefers that insurance be placed with insurers with an A.M. Best rating of A:VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

ATTESTATION

I, **NAME**, am of sound mind and at least eighteen (18) years of age. My position is Title of **AGENCYNAME**. As Title, I am familiar with the activities of **AGENCYNAME**, including its status as a non-profit corporation. I do hereby affirm to the best of my knowledge that **AGENCYNAME** is currently valid as a non-profit corporation, and has not had nor in the reasonably foreseeable future is likely to have its status as a non-profit corporation revoked.

AGENCYNAME

By: _____
Name
Title

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Subscribed and sworn to before me this ____ day of _____, 2002.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director <i>[Signature]</i>	10/7/02	
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager <i>[Signature]</i>	10/11/02	
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a real estate contract by and between the City of Plano, Texas, and EDS Information Services, L.L.C., for the purchase of 2.378 acres of land situated in the Collin County School Land Survey, Abstract No. 150, being located on the west side of Corporate Drive south of Legacy Drive, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager, or his designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	750,000	0	750,000
Encumbered/Expended Amount	0	-22	0	-22
This Item	0	-653,400	0	-653,400
BALANCE	0	96,578	0	96,578

FUND(S): **FIRE FACILITIES**

COMMENTS: Funds are included in the 2002-03 Fire Facilities CIP. This item, in the amount of \$653,400, will leave a current year balance of \$96,578 for the Fire Station #13 project.

STRATEGIC PLAN GOAL: Fire Station #13 relates to the City's Goal of Service Excellence.

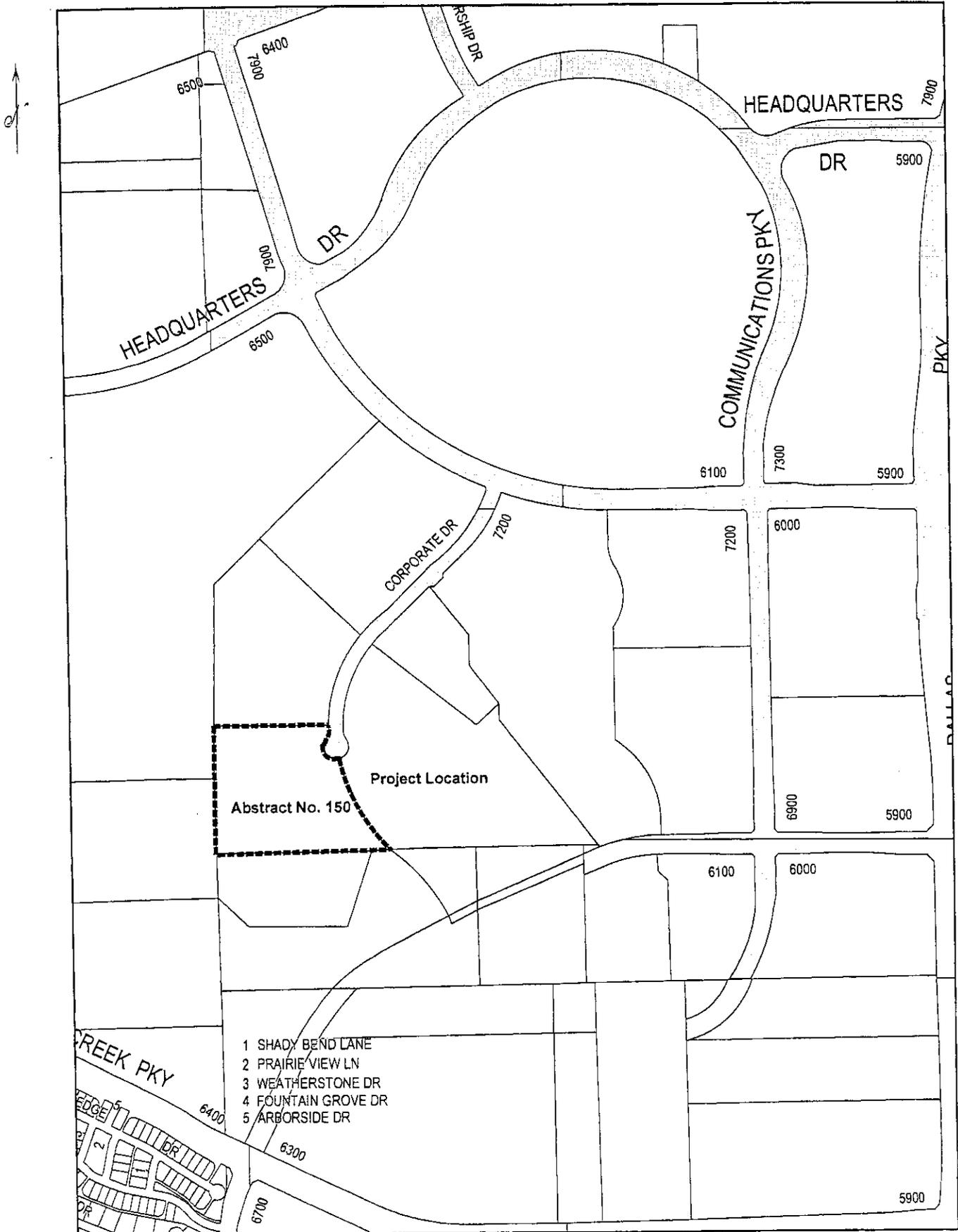
SUMMARY OF ITEM

This contract is for the acquisition of a 2.378-acre tract of land for \$653,400. The property will be used for a future fire station. The property is on the west side of Corporate Drive south of Legacy Drive. EDS is planning to extend Corporate Drive to connect to Tennyson Parkway at no additional cost to the City of Plano. They are rough grading the site (no cost) and installing two median openings and left-turn lanes into the site for which Plano will reimburse the cost.

List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies N/A
---	---

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Collin County School Land Survey, Abstract No. 150



- 1 SHADY BEND LANE
- 2 PRAIRIE VIEW LN
- 3 WEATHERSTONE DR
- 4 FOUNTAIN GROVE DR
- 5 ARBORSIDE DR

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LOCATION MAP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND EDS INFORMATION SERVICES, L.L.C., FOR THE PURCHASE OF 2.378 ACRES OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 150, BEING LOCATED ON THE WEST SIDE OF CORPORATE DRIVE SOUTH OF LEGACY DRIVE, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between the City of Plano, Texas, and EDS Information Services, L.L.C., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

WHEREAS, upon full review and consideration of the Contract, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute it on behalf of the City of Plano.

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

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

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

A Copy of the Real Estate Contract between EDS
Information Services L.L.C. and the City of Plano is
available for review in the City of Plano's Engineering
Department.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center	Initials	Date	
Department Head	Frank F. Turner	Executive Director	<i>FT</i>	<i>10-9-02</i>
Dept Signature:		City Manager	<i>SM</i>	<i>10/9/02</i>
Agenda Coordinator (include phone #): Sherry Noles Ext. 7122				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a lease agreement by and between the City of Plano, Texas, and Coit/Plano Parkway Joint Venture (COIT) for the lease of approximately 2.0221 acres of land located at the southwest corner of Coit Road and Plano Parkway; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	12,600	0
Encumbered/Expended Amount		0	0	0
This Item		0	21,450	0
BALANCE		0	34,050	0
FUND(s): GENERAL FUND				
COMMENTS: Approval of this resolution will add additional revenue of \$21,450 to the FY 2002-03 Budget for the total of \$34,050. Thereafter, the City will receive \$36,000 annually for the next four years.				
SUMMARY OF ITEM				
Lease agreement for Right-of-Way use and occupancy				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Exhibit A - Lease Agreement				

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND COIT/PLANO PARKWAY JOINT VENTURE FOR THE LEASE OF APPROXIMATELY 2.0221 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF COIT ROAD AND PLANO PARKWAY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Lease Agreement by and between the City of Plano, Texas, and Coit/Plano Parkway Joint Venture for the lease of approximately 2.0221 acres of land located at the southwest corner of Coit Road and Plano Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into as of the effective date, as hereinafter provided, by and between the **CITY OF PLANO, TEXAS**, a Texas home-rule city (called "City") and **COIT/PLANO PARKWAY JOINT VENTURE**, a Texas joint venture (called "COIT"). The City and COIT are sometimes collectively called the "Parties."

WHEREAS, on February 24, 1987, the City, First Bank of Plano, (called the "Bank") and UTAL Commercial Development (called "UTAL") entered into an agreement pertaining to the use of certain Right-of-Way (called "Prior Agreement"); and

WHEREAS, PHD, Inc., was assigned all of the Bank's and UTAL's rights under the February 24, 1987 agreement; and

WHEREAS, on September 29, 1992, City and PHD, Inc., amended the Prior Agreement in its entirety; and

WHEREAS, in 1993, PHD, Inc., assigned all of its rights and obligations under the Prior Agreement as amended to COIT; and

WHEREAS, on April 7, 2000, City and COIT modified the Prior Agreement to include additional Right-of-Way; and

WHEREAS, City and COIT wish to further amend and restate the Prior Agreement as amended.

NOW THEREFORE, for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** and other good and valuable consideration, including the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Prior Agreement shall be superceded and replaced in its entirety by this Agreement and the following terms:

1. City hereby grants its approval and permission for COIT's use and occupancy of the Right-of-Way as described in Exhibit "A" for any use permitted by the zoning, including, but not limited to, the sale, lease or rental of motor vehicles.

2. In consideration of the City's consent to allow this additional use, COIT agrees to pay to the City the sum of **THREE THOUSAND DOLLARS (\$3,000)** per month during the first five years of the term. This first payment shall be due within ten (10) days after the execution of this agreement by both parties with each succeeding payment being due the same day of each month thereafter. Monthly rental payable during each succeeding 5-year period of the lease term shall be proportionately increased to reflect the net change in the Consumer Price Index during the immediately preceding 5-year period or 10%, whichever is greater. "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, for the Dallas-Ft. Worth, Texas

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region. As additional consideration, COIT shall construct at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) in physical improvements to the Right-of-Way within the first twelve (12) months of this lease.

3. Use of the property shall be in conformance with the City approved Site Plan attached hereto as Exhibit "B" (called "Site Plan"). Prior to making any additional improvements to the Right-of-Way, COIT must initiate a new site plan for approval that meets City's regulations and ordinances.

4. The term of this lease shall be for a period of twenty (20) years commencing from the date of approval of this Agreement by the Piano City Council unless terminated earlier as provided herein. If at any time during the term of this Agreement COIT violates or breaches any terms or conditions of this Agreement, the City may terminate its approval and permission upon giving COIT written notice of such violation or breach and COIT's failure to cure such violation or breach within sixty (60) days after such notice. Such termination by the City is hereinafter called "Early Termination Date." At the Termination Date, the Early Termination Date or any other expiration or termination of this Agreement, COIT shall entirely remove any and all improvements required by the City to be removed including the building and all foundations, concrete pads, parking facilities, fixtures, landscaping, or other improvements located on the Right-of-Way. This removal and restoration by COIT shall be entirely completed within thirty (30) days after the date of such termination. COIT understands that the monthly payments due under this Agreement shall be due and payable until all improvements are removed from the Right-of-Way. Any improvements which remain on the Right-of-Way after such time period may be removed by the City at COIT's sole expense.

5. COIT shall be responsible for all real estate taxes, insurance and maintenance associated with the Right-of-Way.

6. COIT shall not at any time encumber the Right-of-Way or interest it may have therein by deed of trust, mortgage or other security instrument, nor shall they suffer or permit any mechanic's liens or other liens to be filed against the Right-of-Way or any improvements thereon unless approved in writing by the City. In vacating the Right-of-Way upon termination hereof, COIT shall deliver the Right-of-Way free and clear of any and all encumbrances and liens. COIT may assign or sublease any of its interests under this Agreement without the prior written consent of the City, such consent not to be unreasonably withheld, delayed or conditioned.

7. The City, its agents, representatives, and employees may enter upon the Right-of-Way at any time for the purpose of inspection to determine compliance with the terms of this Agreement and to conduct any tests or inspections in relation to the future construction of the Right-of-Way improvements and the overpass. In the event of such ingress or egress and entry by the City or its agents, representatives or employees, the City shall make every effort not to damage any of the COIT's improvements. If damage occurs, the City shall restore such improvements to the same condition as they were prior to the ingress, egress, or entry.

8. If COIT fails to surrender possession to the Right-of-Way on or before the expiration of the term hereof and City has given written notice of termination to COIT pursuant to Paragraph 3 above, then in such event such holding over shall constitute a tenancy-at-will at a monthly rental equal to twice the monthly rent for the last month paid prior to holding over payable upon demand. In addition to the rental payable during such holdover term, COIT shall indemnify City for all damages and expenses incurred by City, including loss of rentals incurred by City for prospective tenants, storage expenses for personal property of prospective tenants, and reasonable attorney's fees incurred by city.

9. COIT shall not use the Right-of-Way, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, State of Texas, or the City of Plano, or other lawful authority having jurisdiction over the Right-of-Way.

10. COIT shall defend, indemnify and hold harmless the City and its officers, agents, and employees from and against all damages, claims, lawsuits, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses arising out of, or resulting from any act or omission of COIT, or any of its agents, employees, licensees, or invitees, or by, or from, any action on the Right-of-Way, or fire, or other casualty thereon, or occasioned by the failure of COIT to maintain the Right-of-Way in a safe condition, or arising from any other cause whatsoever.

11. COIT, at its own expense, agrees to provide and keep in full force for the term of this Agreement, bodily injury (including death) and property damage insurance, covering COIT, and the City, its agents, representatives and employees in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit. All such insurance policies shall provide that the insurance policies shall not be cancelled by the insurer unless and until at least thirty (30) days written notice of such cancellation is delivered to the City. COIT shall furnish the City with Certificates of Insurance required by this paragraph. Such Certificates must be delivered to the City Attorney before COIT takes possession of or performs any work on the Right-of-Way.

12. This Agreement embodies the entire Agreement between the Parties and cannot be varied or changed except by the written agreement of the Parties.

13. All the terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and assigns of the Parties.

14. All notices permitted hereunder shall be in writing and shall be deemed to have been properly given or served by the deposit of such within the United States Postal Service, or any other official successor thereto, designated at Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, at the address set forth below the signature of the pertinent Party. Each such notice shall be effective upon being deposited as aforesaid. The time period in which a response to any such notice must be given, however, shall commence to run from the date of receipt thereof by the addressee, or five (5) days after the date of deposit if the mailing is rejected, or

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refused, or there is an inability to deliver because of change of address for which no notice was given. Each Party shall have the right from time to time, and at any time until the termination hereof, to change its respective address by notifying the other Party in writing, and each shall have the right to specify as its address any other address within the United States of America.

15. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas. All rights and obligations of this Agreement are fully performable in Collin County, Texas.

16. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. The effective date of this Agreement shall be the last date of any signature of a Party set forth below.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the effective date as herein provided.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**COIT/PLANO PARKWAY JOINT
VENTURE**

BY: _____
(Signature)

(Print Name)

(Title)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002 by _____ of COIT/PLANO PARKWAY JOINT VENTURE, a Texas joint venture, on behalf of said venture.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2002 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

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0.6098 Acre Tract
Southwest Corner of Coit Road and Plano Parkway

Being a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, same being all of the right-of-way dedicated to the City of Plano by the replat of Coit Corners Shopping Plaza, an addition to the City of Plano as recorded in Volume E, Page 17 of the Collin County Plat Records and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 2, Block A of said Coit Corners Shopping Plaza addition, also being the intersection of the south line of Plano Parkway with the west line of Coit Road;

THENCE with the east line of said Coit Corners Shopping Plaza Addition as follows:

S 0° 23' 00" W a distance of 106.12 feet to the beginning of a circular curve to the right that has a central angle of 3° 30' 46", a radius of 1844.86 feet and a chord bearing and distance of S 2° 08' 23" W, 113.09 feet;

Along said curve an arc distance of 113.11 feet to a point for corner;

THENCE N 89° 54' 00" W along the south line of said Coit Corners Shopping Plaza addition, a distance of 130.00 feet to a point for corner in the southeast corner of said Lot 2;

THENCE N 6° 29' 09" E along the east line of said Lot 2, a distance of 229.73 feet to the Place of Beginning and containing 26,560 square feet or 0.6098 acres of land.

FIELD NOTE DESCRIPTION

UNITRACT INVESTMENTS PROPERTY

BEING a part of the Martha McBride Survey, Abstract No. 553, Collin County, Texas, and being a part of the 6.409 acre tract of land conveyed to Unitract Investments by deed now of record in Volume 1187, Page 156 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way of Coit Road (130-foot right-of-way) and the north right-of-way of the Gulf, Colorado and Santa Fe Railroad (150-foot right-of-way);

THENCE N 67°02'00" W along said railroad north line a distance of 146.40 feet to a point;

THENCE N 16°40'00" E a distance of 172.25 feet to a point;

THENCE N 11°15'00" E a distance of 108.00 feet to a point;

THENCE N 7°00'00" E a distance of 49.34 feet to a point on the north line of said 6.409 acre tract;

THENCE S 89°54'00" E along the north line of said 6.409 acre tract a distance of 132.19 feet to a point on the west line of Coit Road; said point being the point of curve of a circular curve to the right with a central angle of 14°26'53" to the right, a radius of 1844.86 feet and an initial tangent bearing S 30°53'46" W;

THENCE southerly along said curved west line of Coit Road a distance of 465.21 feet to the POINT OF BEGINNING and containing 1.4123 acres of land.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02		Reviewed by Legal <i>AK</i>	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane C. Wetherbee		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10/3/02
Agenda Coordinator (include phone #): Carol Jasien x7545				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 95-7-14 CODIFIED AS SECTION 2-338, CHAPTER 2, PLANO CODE OF ORDINANCES TO TRANSFER THE RESPONSIBILITY OF APPOINTING A CHAIRPERSON OF THE ANIMAL SHELTER ADVISORY COMMITTEE TO THE CITY COUNCIL; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

For consistency purposes, this Ordinance transfers the responsibility of appointing a chairperson of the Animal Shelter Advisory Committee to the City Council to be effective immediately.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
-------------------------------	--

h-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 95-7-14 CODIFIED AS SECTION 2-338, CHAPTER 2, PLANO CODE OF ORDINANCES TO TRANSFER THE RESPONSIBILITY OF APPOINTING A CHAIRPERSON OF THE ANIMAL SHELTER ADVISORY COMMITTEE TO THE CITY COUNCIL; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 823.005 of the Texas Health and Safety Code requires that an animal shelter advisory committee be established by the governing body of the municipality where an animal shelter is located; and

WHEREAS, while state law mandates that some committee members have experience and background in dealing with animals, and provides the frequency of meetings to be held by the committee, it does not specify the method by which the chairperson is appointed; and

WHEREAS, for consistency purposes, the City Council hereby finds that it is necessary and in the best interest of the City and its citizens to amend Ordinance 95-7-14 by amending Section 2-338 of Chapter 2 of the City of Plano Code of Ordinances to transfer the responsibility of appointing a chairperson of the animal shelter advisory committee to the City Council.

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

Section I. Section 2-338 of Chapter 2 of the Code of Ordinances of the City of Plano is hereby amended to read as follows:

“The city council shall appoint a chairperson for a one (1) year term. In addition, the committee shall have a vice-chairperson and a secretary who are elected by its members for one (1) year terms. The secretary of the committee shall keep a record of all proceedings of the committee.”

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

Section 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.

n-2

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

DULY PASSED AND APPROVED this ____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

h-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

OCT 8 2002

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head:	Alan L. Upchurch	Executive Director			
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>JML</i>	<i>10/23/02</i>	
Agenda Coordinator (include phone #):		I. Pegues/7198			
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 2002-7-7 CODIFIED AS SECTION 12-73, SUBSECTION (B), OF ARTICLE IV (SPEED) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING THE SCHOOL ZONE ON PARKER ROAD AT P AVENUE FROM SECTION 12-73(B); AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73(G) TO INCLUDE A SCHOOL ZONE ON PARKER ROAD AT P AVENUE; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

<input checked="" type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Plano Independent School District (PISD) combined classes of elementary and pre-kindergarten students at the Barron Elementary campus resulting in delayed dismissal times for elementary students. This change will allow the school zone on Parker Road to remain in effect an additional 15 minutes in the afternoon.

List of Supporting Documents: Map	Other Departments, Boards, Commissions or Agencies
--	--

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 2002-7-7 CODIFIED AS SECTION 12-73, SUBSECTION (B), OF ARTICLE IV (SPEED) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING THE SCHOOL ZONE ON PARKER ROAD AT P AVENUE FROM SECTION 12-73(B); AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73(G) TO INCLUDE A SCHOOL ZONE ON PARKER ROAD AT P AVENUE; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 1999, by Ordinance No. 99-9-29, the City Council of the City of Plano, Texas, established time periods for the operation of various school zones within the City of Plano due to the new operating times for school; and

WHEREAS, the school zone on Parker Road was added under Section 12-73 (b) pursuant to Ordinance No. 2002-7-7; and

WHEREAS, beginning with the 2002-2003 school year, Plano Independent School District (PISD) combined classes of elementary and pre-kindergarten students at the Barron Elementary campus resulting in delayed dismissal times for elementary students; 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 place the school zone in question under of the proper time restriction as provided in Section 12-73(g).

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

Section I. Ordinance No. 2002-7-7 duly passed and approved by the City Council of the City of Plano, Texas, on July 22, 2002, and codified as Section 12-73(b) of Chapter 12 (Motor Vehicles and Traffic) of the Code of Ordinances of the City of Plano, is hereby amended by removing the following:

Parker Road

- (1) "Beginning at a point 475 feet east of P Avenue and continuing westerly to a point 175 feet west of P Avenue."

Section II. Ordinance No. 99-9-29 duly passed and approved by the City Council of the City of Plano, Texas, on September 27, 1999 and codified as Section 12-73(g) of Chapter 12 (Motor Vehicles and Traffic) of the Code of Ordinances of the City of Plano, is hereby amended by adding the following:



Parker Road

- (1) "Beginning at a point 475 feet east of P Avenue and continuing westerly to a point 175 feet west of P Avenue."

Section III. All other portions of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

Section V. 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 VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The correction 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 VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this the _____ day of _____, 2002.

Pat Evans, MAYOR

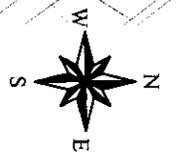
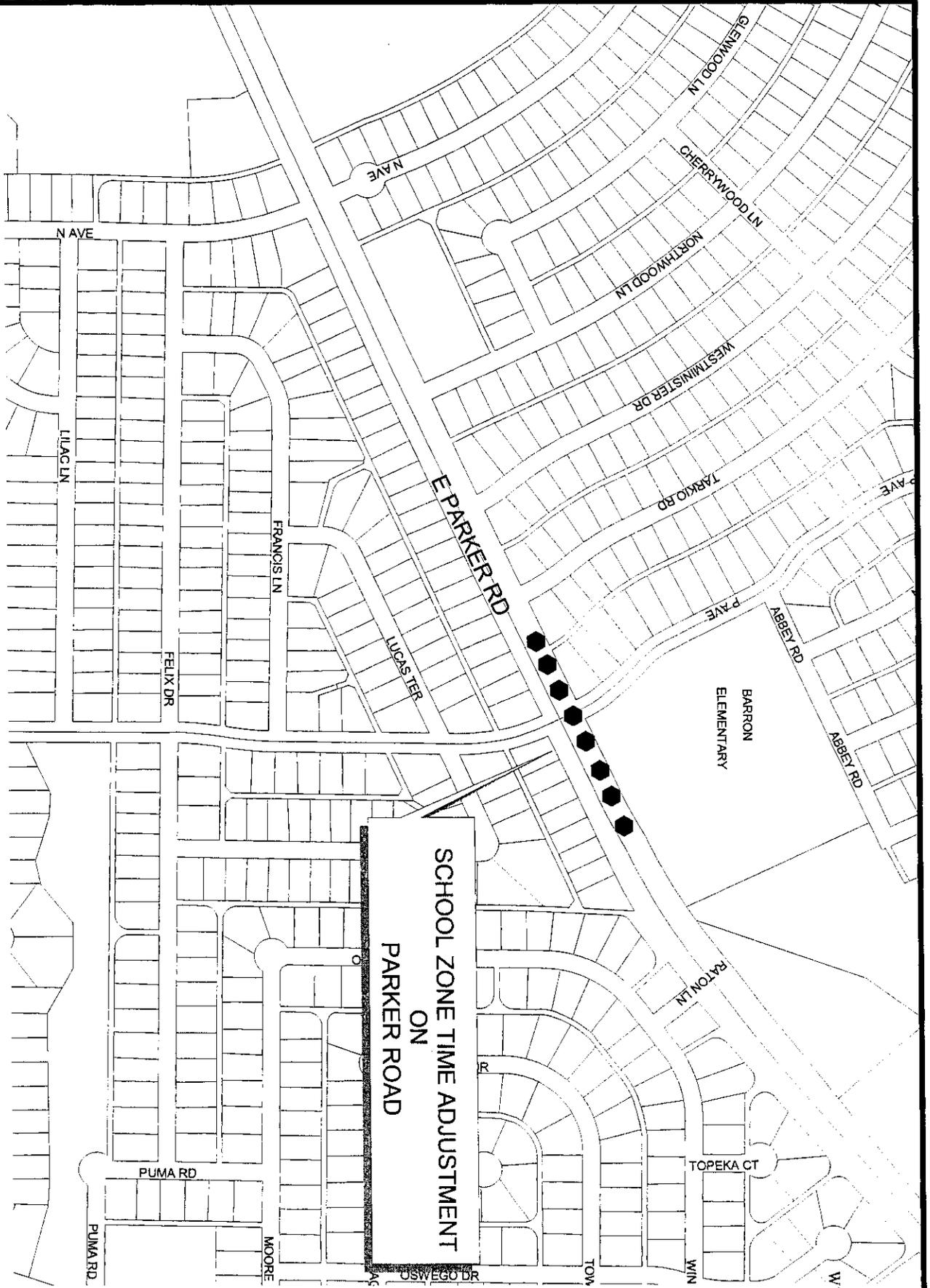
ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

i-3



**SCHOOL ZONE TIME ADJUSTMENT
ON
PARKER ROAD**

**SCHOOL ZONE TIME ADJUSTMENT
ON
PARKER ROAD**



Transportation Division

9-30-UZ

i-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head:	Alan J. Upchurch	Executive Director	<i>WJ</i>	10/7/02
Dept Signature:	<i>Alan J. Upchurch</i>	City Manager	<i>DM</i>	10/7/02
Agenda Coordinator (include phone #): I. Pegues/7198				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73, SUBSECTION (A), OF ARTICLE IV (SPEED) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING THE SCHOOL ZONES ON ABBEY ROAD AND P AVENUE FROM SECTION 12-73(A); AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73(G) TO INCLUDE SCHOOL ZONES ON ABBEY ROAD AND P AVENUE; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Plano Independent School District (PISD) combined classes of elementary and pre-kindergarten students at the Barron Elementary campus resulting in delayed dismissal times for elementary students. This change will allow the school zone on Abbey Road and P Avenue to remain in effect an additional 15 minutes in the afternoon.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73, SUBSECTION (A), OF ARTICLE IV (SPEED) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING THE SCHOOL ZONES ON ABBEY ROAD AND P AVENUE FROM SECTION 12-73(A); AMENDING ORDINANCE NO. 99-9-29 CODIFIED AS SECTION 12-73(G) TO INCLUDE SCHOOL ZONES ON ABBEY ROAD AND P AVENUE; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 1999, by Ordinance No. 99-9-29, the City Council of the City of Plano, Texas, established time periods for the operation of various school zones within the City of Plano due to the new operating times for school; and

WHEREAS, the school zone on Abbey Road and Avenue P was added under Section 12-73 (a) pursuant to Ordinance No. 99-9-29; and

WHEREAS, beginning with the 2002-2003 school year, Plano Independent School District (PISD) combined classes of elementary and pre-kindergarten students at the Barron Elementary campus resulting in delayed dismissal times for elementary students; 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 place the school zone in question under of the proper time restriction as provided in Section 12-73(g).

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

Section I. Ordinance No. 99-9-29 duly passed and approved by the City Council of the City of Plano, Texas, on September 27, 1999, and codified as Section 12-73(a) of Chapter 12 (Motor Vehicles and Traffic) of the Code of Ordinances of the City of Plano, is hereby amended by removing the following:

Abbey Road

- (1) "Beginning at a point on Abbey Road at its intersection with P Avenue and continuing in an easterly direction on Abbey Road to its intersection with Sherwood Drive."

J-2

P Avenue

- (1) "Beginning at a point on P Avenue one hundred fifty (150) feet south of its intersection with Parker Road and continuing in a northerly direction on P Avenue to one hundred fifty (150) feet north of its intersection with Abbey Road."

Section II. Ordinance No. 99-9-29 duly passed and approved by the City Council of the City of Plano, Texas, on September 27, 1999 and codified as Section 12-73(g) of Chapter 12 (Motor Vehicles and Traffic) of the Code of Ordinances of the City of Plano, is hereby amended by adding the following:

Abbey Road

- (1) "Beginning at a point on Abbey Road at its intersection with P Avenue and continuing in an easterly direction on Abbey Road to its intersection with Sherwood Drive."

P Avenue

- (1) "Beginning at a point on P Avenue one hundred fifty (150) feet south of its intersection with Parker Road and continuing in a northerly direction on P Avenue to one hundred fifty (150) feet north of its intersection with Abbey Road."

Section III. All other portions of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

Section V. 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 VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The correction of any ordinance or part of any ordinance affectuated 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 VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this the _____ day of _____, 2002.

Pat Evans, MAYOR

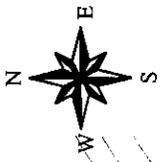
ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

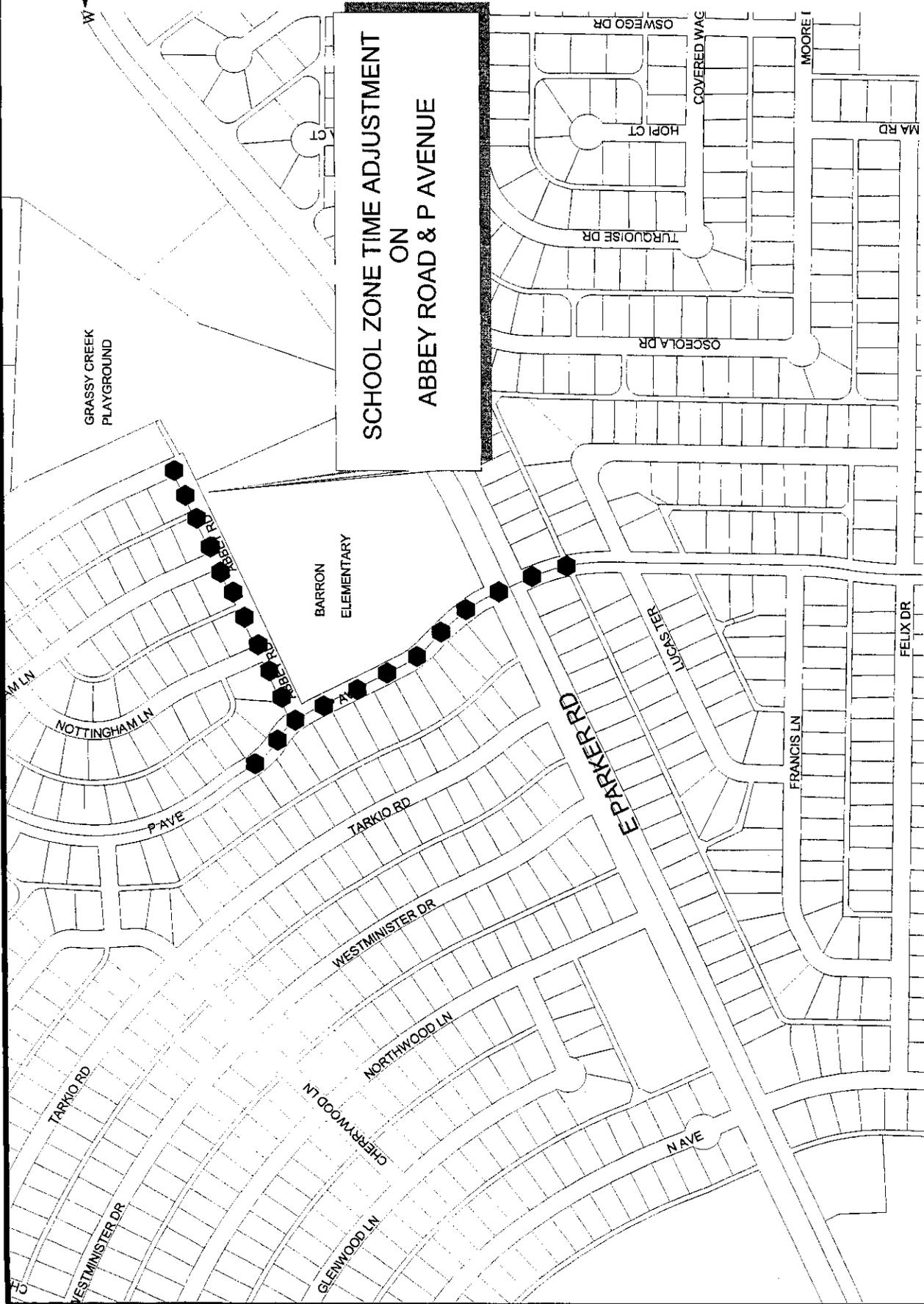
J-4



GRASSY CREEK
PLAYGROUND

SCHOOL ZONE TIME ADJUSTMENT
ON
ABBAY ROAD & P AVENUE

BARRON
ELEMENTARY



Transportation Division
9-30-02

SCHOOL ZONE TIME ADJUSTMENT
ON
P AVENUE & ABBAY ROAD

J-5

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	9-25-02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/26/02
Agenda Coordinator (include phone #):		I. Pegues/7198 <i>[Signature]</i>		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2002-7-10, CODIFIED AS SECTION 12-102 (e) OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT PARKING OF MOTOR VEHICLES ALONG THE WEST SIDE OF DECATOR DRIVE FROM ITS INTERSECTION WITH BROX COURT SOUTH TO THE INTERSECTION OF BAILEY COURT WITHIN THE CITY LIMITS OF THE CITY OF PLANO ON SCHOOL DAYS BETWEEN THE HOURS OF 7:15 A.M. TO 8:15 A.M. AND 2:30 P.M. TO 3:15 P.M.; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

The principal of Hightower Elementary School, Ms. Sandra Wysona, has requested that parking be restricted along the west side of the school's property to increase student safety. This restriction will have little impact to neighboring houses. The Transportation Division staff is in support of the request.

List of Supporting Documents: Map	Other Departments, Boards, Commissions or Agencies
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2002-7-10, CODIFIED AS SECTION 12-102 (e) OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT PARKING OF MOTOR VEHICLES ALONG THE WEST SIDE OF DECATOR DRIVE FROM ITS INTERSECTION WITH BROX COURT SOUTH TO THE INTERSECTION OF BAILEY COURT WITHIN THE CITY LIMITS OF THE CITY OF PLANO ON SCHOOL DAYS BETWEEN THE HOURS OF 7:15 A.M. TO 8:15 A.M. AND 2:30 P.M. TO 3:15 P.M.; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, there is serious traffic congestion in the area of Decator Drive during specific hours of the day where Hightower Elementary is located;

WHEREAS, upon review and study of traffic patterns for the area in question, Transportation Division recommends prohibiting parking of motor vehicles on Decator Drive Road during specified hours on school days in order to decrease traffic congestion and increase traffic flow. The hours for prohibited parking should be from 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days;

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon Decator Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to park a motor vehicle along Decator Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-102 (e) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsection entitled "Decator Drive" to read as follows:

"Decator Drive along the west side of Decator Drive from its intersection with Brox Court south to the intersection of Bailey Court"

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs to the roadway described herein, and such sign shall give notice to all persons of the prohibition against parking in this area.

R-2

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

Section V. 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 VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The repeal of any ordinance or part of an 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 VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this _____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

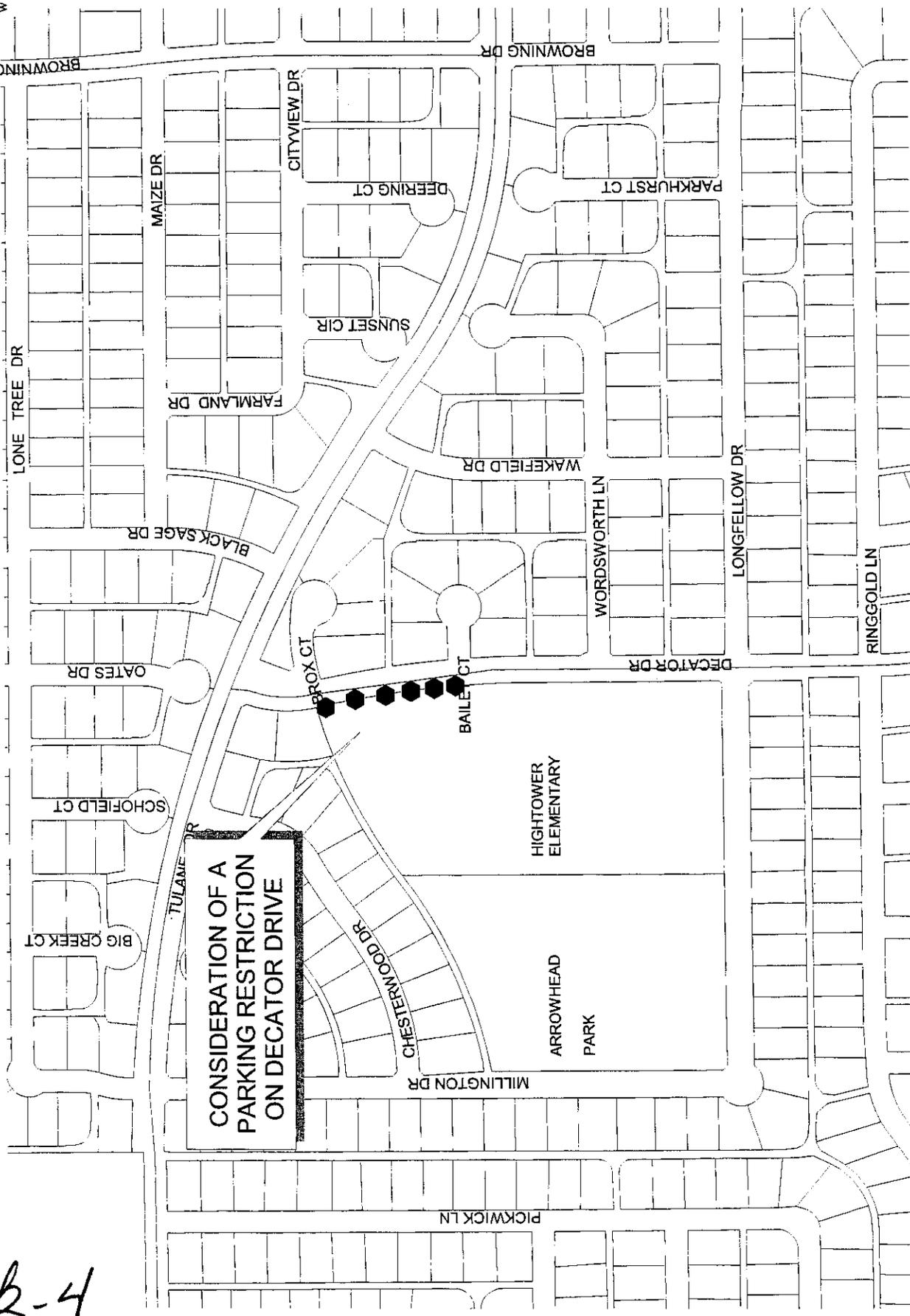
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



9-20-02



**CONSIDERATION OF A
PARKING RESTRICTION
ON DECATOR DRIVE**

B-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	10/7/02	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	10/7/02	
Agenda Coordinator (include phone #):	I. Pegues/7198				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ON CERTAIN SECTIONS OF OLD ORCHARD DRIVE, APPLE VALLEY ROAD, AND PLEASANT VALLEY DRIVE WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

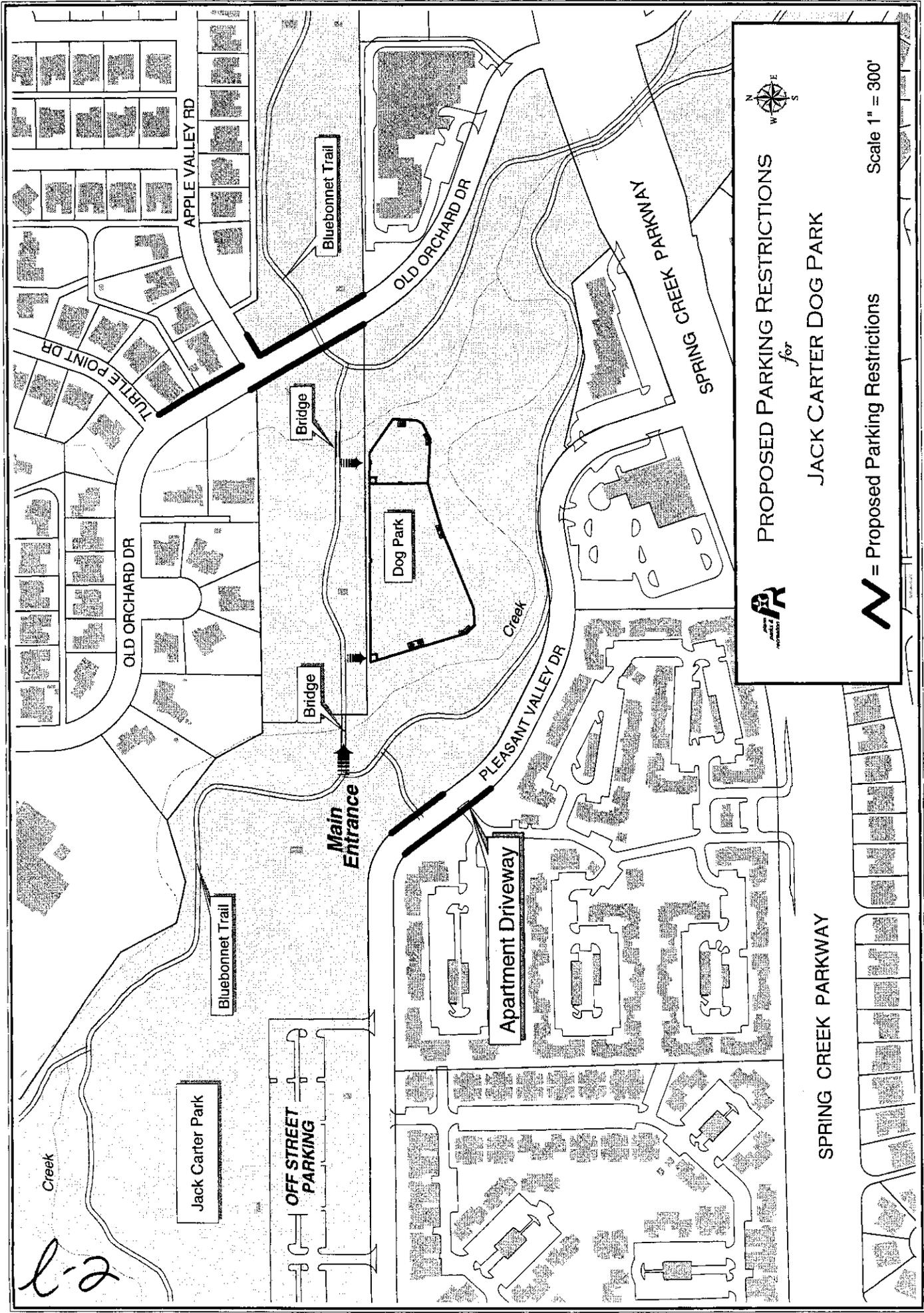
FUND(S):

COMMENTS:

SUMMARY OF ITEM

Temporary parking restrictions were placed along portions of Old Orchard Drive and Apple Valley Trail to address safety problems following the opening of the Dog Park earlier this year. Based on current traffic conditions, these restrictions have addressed the reported problems. In order to address traffic safety concerns on Pleasant Valley Drive, parking restrictions are also being proposed adjacent to the trail entrance on the east side of the street and adjacent to the apartment complex driveway on the west side of the street. The Transportation Division recommends making the temporary parking restrictions on Old Orchard Drive and Apple Valley Road permanent, and adding parking restrictions on Pleasant Valley Drive.

List of Supporting Documents: Map	Other Departments, Boards, Commissions or Agencies
--------------------------------------	--



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PROPOSED PARKING RESTRICTIONS
for
JACK CARTER DOG PARK



N = Proposed Parking Restrictions
 Scale 1" = 300'

SPRING CREEK PARKWAY

OFF STREET
PARKING

Jack Carter Park

Bluebonnet Trail

Main
Entrance

Bridge

Dog Park

Bridge

Bluebonnet Trail

Apartment Driveway

PLEASANT VALLEY DR

OLD ORCHARD DR

OLD ORCHARD DR

TURTLE POINT DR

APPLE VALLEY RD

SPRING CREEK PARKWAY

Creek

Creek

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ON CERTAIN SECTIONS OF OLD ORCHARD DRIVE, APPLE VALLEY ROAD, AND PLEASANT VALLEY DRIVE WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City opened a Dog Park earlier this year which created traffic and safety problems in certain sections of Old Orchard Drive, Apple Valley Road and Pleasant Valley Drive adjacent to Jack Carter Park; and

WHEREAS, after careful review of traffic flow and safety, the Transportation Division of the City of Plano has recommended to the City Council certain traffic restrictions in these areas; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon certain sections of Old Orchard Drive, Apple Valley Road, and Pleasant Valley Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of Old Orchard Drive, Apple Valley Road, and Pleasant Valley Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Ordinance 80-4-9 duly passed and approved by the City Council of the City of Plano, Texas, on April 14, 1980, and codified in Section 12-101 (Traffic Code) of the Code of Ordinances of the City of Plano, is hereby amended by the deletion of the following:

"Pleasant Valley Drive, along the north side from Roundrock Trail twenty-six hundred twenty-one (2621) feet east to the boundary of Carter Park."

Section III. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following:

“Apple Valley Road: along the south side of Apple Valley Road from its intersection with Old Orchard Drive to a point seventy-five (75) feet east of Old Orchard Drive.

Old Orchard Drive:

- (1) Along the east side of Old Orchard Drive from its intersection with Turtle Point Drive to a point two hundred fifty (250) feet south of Apple Valley Road.
- (2) Along the west side of Old Orchard Drive from a point thirty (30) feet north of Apple Valley Road to a point two hundred fifty-five (255) feet south of Apple Valley Road.

Pleasant Valley Drive:

- (1) Along the east side of Pleasant Valley Drive from a point one thousand four hundred eighty-five (1,485) feet east of Roundrock Trail to a point one thousand six hundred forty-five (1,645) feet east of Roundrock Trail (from seventy-five (75) feet south of the trail sidewalk to seventy-five (75) feet north of the trail sidewalk).
- (2) Along the west side of Pleasant Valley Drive from a point one thousand four hundred twenty (1,420) feet east of Roundrock Trail to a point one thousand seven hundred twenty (1,720) feet east of Roundrock Trail (from one hundred (100) feet south of the apartment complex driveway to one hundred seventy-five (175) feet north of the apartment complex driveway).”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VIII. The repeal of any ordinance or part of an 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 IX. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this _____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		10/14/02	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Information Services			Initials	Date
Department Head	Chip Collins		Executive Director	<i>[Signature]</i>	10-7-02
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	10/7/02
Agenda Coordinator (include phone #): Kathy Kargol, ext 7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER QISV					

CAPTION

Approving the purchase of software support services from PeopleSoft USA, Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor's list, in an amount of \$30,195; and authorizing the City Manager or his designee to execute all documents necessary to effectuate the purchase. (QISV#1680137069900)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,587,356	0	1,587,356
Encumbered/Expended Amount	0	0	0	0
This Item	0	-30,195	0	-30,195
BALANCE	0	1,557,161	0	1,557,161

FUND(S): INFORMATION SERVICES FUND

COMMENTS: Funds are included in the 2002-03 Information Services budget. The remaining balance will be used throughout the year for other maintenance agreements.

STRATEGIC PLAN GOAL: PeopleSoft support services relate to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Information Services recommends Council approve an expenditure of \$30,195 for PeopleSoft Time and Labor Application and Government Portal annual maintenance/support. The City of Plano is currently using PeopleSoft's Human Resources and Payroll applications. On 9/24/01 Council approved the purchase of PeopleSoft's Time and Labor application and annual support. This agenda is to renew support with PeopleSoft USA, Inc. for another year. PeopleSoft USA, Inc. is listed as a State Purchasing and General Services Commission "Qualified Information Services Vendor"; therefore all State law competitive bid requirements have been met.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Information Services		Initials	Date
Department Head	Chip Collins		Executive Director	<i>[Signature]</i> 10/7/02
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10/7/02
Agenda Coordinator (include phone #): Kathy Kargol, ext 7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER QISV				

CAPTION

Approving the purchase of software support services from H.T.E., Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor's list, in an amount of \$32,500; and authorizing the City Manager or his designee to execute all documents necessary to effectuate the purchase. (QISV#1592486196400/68617)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,587,356	0	1,587,356
Encumbered/Expended Amount	0	0	0	0
This Item	0	-32,500	0	-32,500
BALANCE	0	1,554,856	0	1,554,856

FUND(s): **INFORMATION SERVICES FUND**

COMMENTS: Funds are included in the 2002-03 Information Services budget. The remaining balance will be used throughout the year for other maintenance agreements.

STRATEGIC PLAN GOAL: Software support services relate to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Information Services recommends Council approve an expenditure of \$32,500 to H.T.E., Inc. for renewal of annual software support services for systems utilized by various City departments. The software support for these systems can be provided only by H.T.E., Inc. because of H.T.E.'s exclusive proprietary rights in its system as owner of the software. H.T.E., Inc. is listed as a State Purchasing and General Services Commission "Qualified Information Services Vendor"; therefore, all State law competitive bid requirements have been met.

List of Supporting Documents: Support Services Agreement	Other Departments, Boards, Commissions or Agencies
---	--

H.T.E., INC. SUPPORT SERVICES AGREEMENT

CONTRACT NO. PLAN-20020978

This H.T.E., Inc. Support Services Agreement ("Agreement") is entered into by and between H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and

City of Plano, TX

with its principal place of business at

1117 East 15th Street

Plano, TX 75086

1.

Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Initial Term
Work Orders/Facility Management - WF	\$ 10,000.00
Fire Resource Activity Tracking - FR	2,500.00
Fire Systems Management - FS	7,500.00
Fires Incident Reporting - FI	Included in FS
Fire Prevention - FP	Included in FS
Document Management Service - DX	900.00
HGE Client (50 concurrent users)- GU	7,500.00
Retrofit Modifications (41 modifications)	4,100.00
Totals	\$ 32,500.00

2. **TERM.** The Term of this Agreement shall be from October 1, 2002 to September 30, 2003 ("Initial Term"). This Agreement can be renewed for successive one (1) year terms by payment of the then-current annual Support Services Fee. HTE will invoice Customer when the Support Services Fees are due.

3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to HTE, Customer shall be entitled to receive, and HTE agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:

3.1 **Program Fix Service.** Customer shall promptly report to HTE any errors or defects in the Licensed Program's which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by HTE to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for HTE to investigate reported errors or defects. HTE will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay HTE, at HTE's then current list price therefor, for time spent as a result of Customer's report.

3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by HTE to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by HTE. Customer agrees that any upgrades or updates provided by HTE shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

3.3 **Telephone Support.** HTE shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.

3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

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4. SUPPORT SERVICES FEES.

4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.

4.2 Support Services Fees for Renewal Terms are due and payable prior to the first day of the Renewal Term, and are subject to change upon each renewal date.

4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.

4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 7.3 hereof.

5. MODIFICATION MAINTENANCE SERVICES. For so long as Customer has purchased Modification Maintenance Services and is current in its payments to HTE under this Agreement, Customer shall be entitled to receive, and HTE agrees to provide, the following service:

5.1 Modified Program Compatibility. For each non Licensed Program in library HTEMOD that was written by HTE or any Licensed Program that has had custom modifications performed by HTE at the customers request, HTE will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by HTE.

6. MODIFICATION MAINTENANCE FEES.

6.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

6.2 Modification Maintenance Fees are not refundable in whole or in part.

7. WARRANTIES AND REMEDIES. HTE warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 9 BELOW.

8. LIMITATION OF LIABILITY. HTE's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall HTE be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

9. TERMINATION. This Agreement may be terminated as follows:

9.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

9.2 By HTE, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from HTE to Customer of such non-payment setting forth the sum then due and how such sum was determined.

9.3 Except as provided in Paragraph 9.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.

9.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, HTE's then-current policy with regard to reinstatement shall apply.

10. GENERAL TERMS. Choice of Law/Dispute Resolution. This Agreement shall be governed by laws of the State of Texas. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Collin County, Texas for resolution of all disputes in connection with this Agreement.

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Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

Assignment. This Agreement and the rights, title, and interest herein, may not be assigned or transferred by Customer without the prior written consent of HTE, which consent may be withheld. HTE may assign its rights, title and interest herein by providing prior written notice to Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of Customer and HTE.

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior written consent of HTE.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of HTE. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

CITY OF PLANO, TX

H.T.E., INC.

 Authorized Signature

 Print Name & Title

 Date

 Authorized Signature

 Print Name & Title

 Date

M-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	10/7/02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/7/02
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 4817		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER APPROVAL OF EXPENDITURE				
CAPTION				
Approval of Expenditure for the purchase of new furniture for the Criminal Justice Center Expansion Project No. 4817 through the Collin County Governmental Purchaser's Forum (Contract No. I091-01).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,162,792	830,208	0	3,993,000
Encumbered/Expended Amount	-3,162,792	-376,299	0	-3,539,091
This Item		-109,524	0	-109,524
BALANCE	0	344,385	0	344,385
FUND(S): POLICE FACILITIES CIP				
COMMENTS: Funds are available in the 2002-03 Police Facilities CIP. This item, in the amount of \$109,524 will leave a balance of \$344,385 for the Criminal Justice Expansion project.				
STRATEGIC PLAN GOAL: The Criminal Justice Expansion project relates to the City's Goal of Service Excellence				
SUMMARY OF ITEM				
In conjunction with the Collin County Governmental Purchaser's Forum, Collin County sponsored and awarded a contract for New and Used Furniture to McKinney Office Supply. The City of Plano requests to purchase new furniture from this contract in the amount of \$109,524.14. The furniture is for the Criminal Justice Center Expansion Project No. 4817.				
All competitive bid requirements were met by Collin County on behalf of forum participants. The City of Plano is a participating member of CCGPF.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>SSG</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		<i>[Signature]</i>	10-8-02
Dept Signature:	<i>[Signature]</i>		Executive Director	10/8/02
Agenda Coordinator (include phone #):		Linda Benoit (7255)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

To approve and authorize a contract with Carter & Burgess, Inc. to provide Engineering Services in conjunction with pond dredging for Bob Woodruff Park pond in an amount not to exceed \$85,900, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	9,250	1,250,750	0	1,260,000
Encumbered/Expended Amount	-9,250	-4,079	0	-13,329
This Item	0	-85,900	0	85,900
BALANCE	0	1,160,771	0	1,160,771

FUND(s): CAPITAL RESERVE

COMMENTS: Funds are included in the 2002-03 Capital Reserve CIP. This item, in the amount of \$85,900, will leave a current year balance of \$1,160,771 for the Bob Woodruff Park project.

STRATEGIC PLAN GOAL: Dredging of Bob Woodruff Park pond relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

The attached Engineering Service Agreement with Carter & Burgess, Inc. is for the preparation of construction documents for silt dredging at Bob Woodruff Park. The consultant's work includes surveying, silt sampling, processing of permits, and detail cost estimates for the work.

The contract fee is \$85,900, which includes reimbursable expenses. The total fee is 7.47% of the construction budget of \$1,150,000. The fee is consistent with other park and engineering projects of this type.



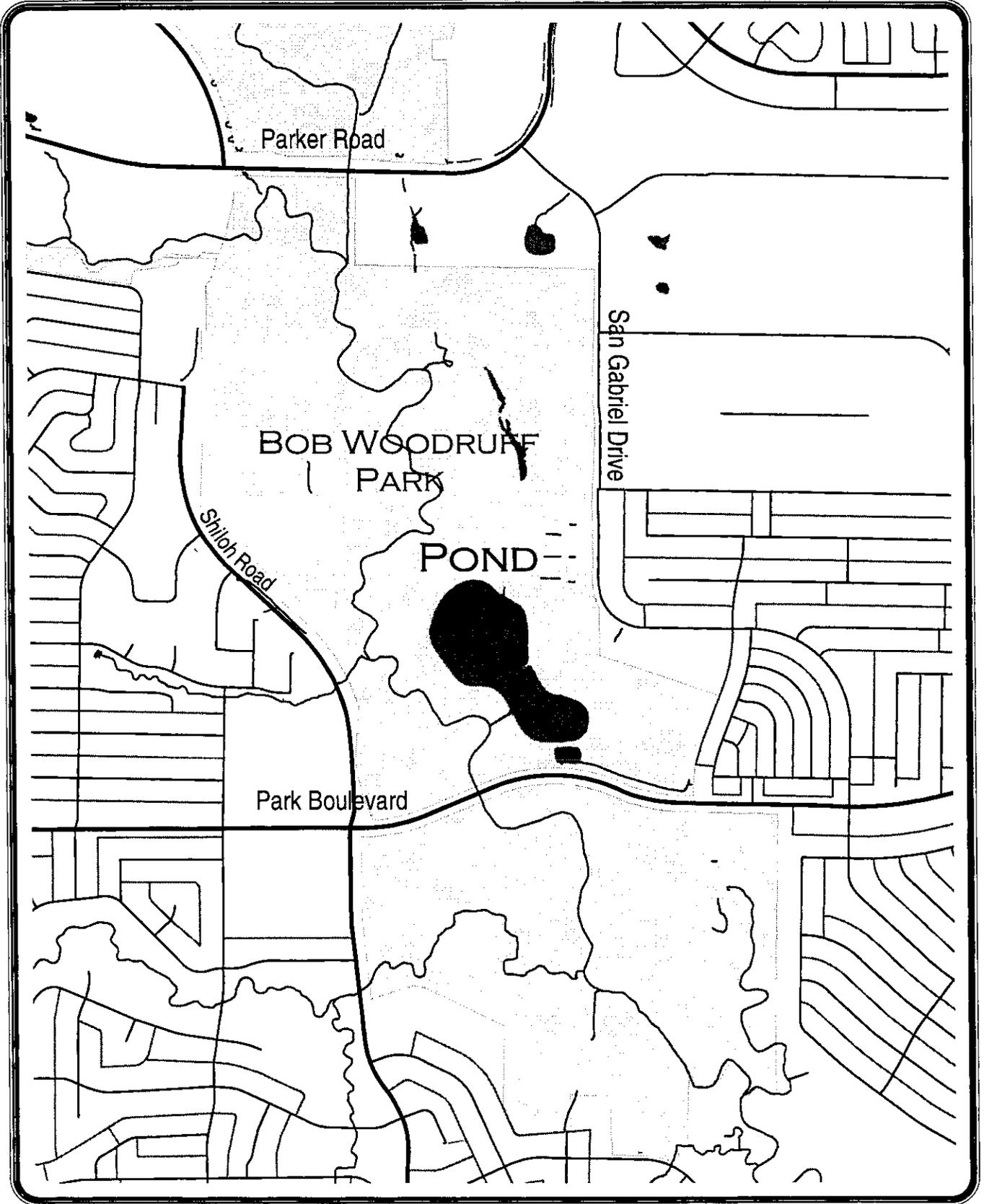
**CITY OF PLANO
COUNCIL AGENDA ITEM**

Carter & Burgess, Inc. was on the City's list of selected consultants at the time they began preliminary engineering for this project in 2000-01. This project is a continuation of their previous engineering work.

List of Supporting Documents:
Location Map
Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

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BOB WOODRUFF PARK - POND DREDGING

PARKS & RECREATION DEPARTMENT
PARK PLANNING



p-3

**CITY OF PLANO
PARK AND RECREATION DEPARTMENT**

**BOB WOODRUFF PARK POND
DREDGING DESIGN – PHASE 2**

**ATTACHMENT A
COST PROPOSAL**

Carter  Burgess

7950 Elmbrook Drive
Dallas, Texas 75247

September, 2002

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**EXHIBIT A
SCOPE OF SERVICES
BOB WOODRUFF PARK
POND DREDGING DESIGN – PHASE 2**

1. GENERAL INFORMATION

PROJECT NAME

Bob Woodruff Park Pond Dredging Design – Phase 2

PROJECT OBJECTIVES

Provide professional engineering, sampling, surveying, permit support, design and other services necessary to prepare construction plans and contract documents for dredging Bob Woodruff Park Lake in the City of Plano. Preparation of the study includes the following project objectives:

1. Preparation and execution of a sampling plan to remove samples of sediment from the lake.
2. Laboratory analysis of the sediment samples to detect the presence of certain contaminants and other parameters.
3. Coordination with the U.S. Army Corps of Engineers in obtaining a Section 404 Permit that may be required to dredge the lakes and stockpile the sediment in a remote upland location.
4. Participation at one public meeting to explain the results of the study.
5. Completion of field surveying to obtain design topographic information and utility locations for one reclamation site.
6. Preparation of construction plans and specifications suitable for the City of Plano to publicly advertise the dredging and soil placement for construction.
7. Attendance at meetings with various City, state and federal agencies.
8. Providing construction bidding services.
9. Preparation of a computer rendering of the reclamation site, and
10. Engagement of a native turf specialist.

PROJECT TEAM

Carter & Burgess, Inc. will serve as the prime consultant on the project. Various subconsultants may be contracted to perform laboratory analysis, sample extraction and turf analysis.

INTRODUCTION:

This section outlines the Scope of Services to be provided. Also included in this section is a discussion of the assumptions used in the preparation of this proposal.

GENERAL ASSUMPTIONS:

- ☒ City will provide Consultant any existing plans for utilities and any existing studies or reports relating to the lakes or the proposed reclamation sites and transfer routes,
- ☒ General geotechnical services are not included in this contract. More detailed geotechnical surveys and analysis will be required to develop construction plans for the actual removal of the sediment from the lake,
- ☒ Environmental remediation services, impact studies, assessments are not a part of this contract, and
- ☒ The sediment-sampling program will consist only of a limited number of samples in order to conduct a screening level of analysis under this scope of work.
- ☒ Topographic information, utility surveys and construction plans for the dredged area will be prepared for the park lake only.
- ☒ Topographic information, utility surveys and construction plans for the reclamation site will be prepared for an area up to 8 acres in size.
- ☒ Topographic information, utility surveys and construction plans for the dredged soil transfer route will be prepared for an area up to two miles in length and 50 feet wide.
- ☒ City will advertise and receive bids.
- ☒ Carter & Burgess will assist the City in the evaluation of the bid tabulations and will assist in the review of the contractor's proposals.
- ☒ Construction representation, inspection, management, administration or surveying services are not a part of this contract.
- ☒ Easement preparation, deed research and right of way acquisition documents will be added to this contract for an additional fee amount if such services are needed.
- ☒ FEMA Letter of Map Revision is not a part of this contract.

SCOPE OF SERVICES AND SPECIFIC ASSUMPTIONS:

The work to be performed for the Bob Woodruff Park Pond Dredging Design – Phase 2 will include preparation of the necessary reports, analysis, permit support, construction plans, contract documents and surveying required to enter into a contract to remove

sediment from the lake. This contract does not include the actual removal or placement of the sediment.

The tasks presented in the paragraphs below have been developed after careful review of the elements necessary to accomplish goals of the project.

100 SERIES TASKS - SURVEYING SERVICES

The following tasks will be performed to obtain topographic and utility information on the dredge area, sediment pipeline route and reclamation site.

Task 101 - Topographic Surveys

Task 101.1 – Topographic Survey of the Dredge Area

An underwater survey of the lake has been completed. This scope of services assumes that the previous survey is adequate for this phase of the project.

Carter & Burgess will perform a post-dredge topographic survey of the lake bottom surface for the lake. Completion of this task includes establishing horizontal and vertical control, surveying the lake bottom and plotting the results for use in determining the quantity of sediment that has been removed from the lake.

Completion of the lake bottom survey assumes that the Carter & Burgess team can accomplish the survey by using Global Positioning System (GPS) and electronic depth measuring methods. The use of conventional surveying methods are not a part of the scope of this task.

The post-dredge survey will be performed one time only and no other project areas will be surveyed as a part of this Scope of Services.

Task 101.2 - Topographic Survey for the Sediment Transport Route

Topographic information will be developed for the final sediment transport route in order to develop information necessary to design and place the transport pipeline or designate a transport route. Topographic information will be obtained from existing City of Plano topographic maps. These maps are assumed to be in electronic format suitable for this project and readily available from the City. No field survey work or development of horizontal and vertical control will be performed as a part of this task.

For the purposes of this task, topographic information will be developed for up to two miles of transport route with a total width of 50 feet. Conventional field surveying methods will not be used to develop the topographic information.

Task 101.3 - Topographic Survey for the Reclamation Site

Topographic information will be developed for the final reclamation site in order to obtain information necessary to design facilities at the site. Topographic information will be obtained from existing City of Plano topographic maps. These

maps are assumed to be in electronic format suitable for this project and readily available from the City. No field survey work or development of horizontal and vertical control will be performed as a part of this task.

For the purposes of this task, topographic information will be developed for one site with a total area of up to 8 acres. Conventional field surveying methods will not be used to develop the topographic information.

Task 102 - Utility Locations

Task 102.1 - Utility Locations Within the Lake

Carter & Burgess will obtain copies of existing as-built utility construction plans and franchise utility layouts within and adjacent to the Lake dredge area. Utility information may also be developed from City of Plano topographic maps. No field survey work will be performed as a part of this task. For purposes of this task, utilities will only be researched within the project area.

Task 102.2 - Utility Locations Along the Pipeline Route

Carter & Burgess will obtain copies of existing as-built construction plans and franchise utility layouts within the pipeline transport route for the sediment. Utility information may also be obtained from existing City of Plano topographic maps. No field survey work will be performed as a part of this task. For purposes of this task, utilities will only be researched within the transport route. The transport route shall include an area of up to two miles in length and up to 50 feet wide.

Task 102.3 - Utility Locations Within the Reclamation Site

Carter & Burgess will obtain copies of existing as-built construction plans and franchise utility layouts within the reclamation site for the sediment. Utility information may also be obtained from existing City of Plano topographic maps. No field survey work will be performed as a part of this task. For purposes of this task, utilities will only be researched within the reclamation site. The reclamation site shall include an area of up to 8 acres.

Task 103 - Right-of-Way and Easement Preparation

Easement surveys, easement preparation, deed research and right of way acquisition are not included in this scope of services. These items can be added to the contract as construction details are more fully known.

200 SERIES TASKS - SEDIMENT SAMPLING

The sampling plan for the project will include labor and non-labor costs to obtain the samples from the lake.

The purpose of the sampling effort will be to derive and analyze common parameters. Should the analysis of the samples indicate a need to obtain additional parameters, additional samples will be obtained from the lakes at additional cost to the City.

Since the restoration of the lake will include dredging activities, the scope of services will include sampling and analysis of sediment core samples from the lake.

This scope of services includes a total of up to four (4) core samples of the sediment to be taken in appropriate locations within the lake. The four samples will be composited into one sample as appropriate to obtain one representative sample to be taken to the laboratory for analysis. The extraction of sediment samples from the lakes for this task will be used as an initial screening for contaminants. Should additional samples need to be taken from the lakes beyond the initial four, these samples will be obtained at an additional cost to the City.

In addition to the four core samples described above, an additional four (4) core samples will be extracted and analyzed for general engineering properties. Should additional samples need to be taken from the lakes beyond this initial four, these samples will be obtained at an additional cost to the City.

The only parameters to be analyzed in the core samples include phosphorus, nitrogen, heavy metals and other appropriate chemicals. Additional parameters will be analyzed at additional cost to the City.

This scope of services does not include extracting samples or analyzing samples for any water quality parameters.

300 SERIES TASKS - LABORATORY ANALYSIS

Laboratory costs for the parameters to be analyzed from the samples are included as a part of the scope of services. The parameters that will be analyzed are intended to include the full range of parameters that may need to be derived. Should the analysis of the samples indicate a need to test for additional parameters, additional samples will be obtained from the lakes and analyzed at an additional cost to the City.

This scope of services does not include the preparation of a Quality Assurance Protection Plan (QAPP).

400 SERIES TASKS - PERMITTING SUPPORT

The types of permits to be considered for this project are discussed below.

Section 404 Permit Decision from the U.S. Army Corps of Engineers for the dredge area and the reclamation site

Based on recent court decisions regarding the definition of placement of dredge and fill material in Waters of the U.S., the dredging of the lake may not require a Section 404 Permit from the U.S. Army Corps of Engineers (COE). This is especially the case should the recent court decision for the so called "excavation rule" remain in effect and the stockpile site not be located in a Water of the U.S. With that in mind, the goal of the Section 404 Permitting task will be to seek a decision from the Corps of Engineers that will not require a Section 404 Permit for the project.

If the Corps of Engineers decides that a permit is required for the dredging activities, Carter & Burgess will initiate discussions with the COE to begin the dialog for eventual submittal to seek a Letter of Permission (LOP) permit from the Corps of Engineers, Fort Worth District. Due to uncertainties in obtaining decisions from agencies such as the Corps of Engineers, Carter & Burgess cannot guarantee that a favorable decision will be obtained for the hours and budget shown. Additional funds from the City of Plano may be required to obtain the permit. Totals for attendance at meetings with the COE staff to discuss the permit are shown under the Meetings task.

The use of an LOP as the permitting vehicle for the project assumes that the placement of the sediment will not impact wetland areas.

The completion of this task does not include the preparation of a wetland or habitat mitigation plan. As mentioned earlier in this scope of services, the placement of the sediment is also assumed to be away from floodplain areas. Therefore, the scope of services does not include the preparation of any hydraulic reports or data for the purposes of floodplain mitigation.

Environmental Assessment

Personnel from the COE District in Fort Worth have indicated that an environmental assessment for a project such as this would not be required. Therefore, for purposes of this contract, an environmental assessment is not a part of this scope of services. If public meetings and comments bring out significant citizen objections and an environmental assessment is required, these tasks will be prepared under a separate scope of services at that time.

Environmental Impact Statement

Personnel from the COE District in Fort Worth have indicated that an environmental impact statement (EIS) for a project such as this would not be required. Therefore, for purposes of this contract, an environmental impact statement is not a part of this scope of services. If public meetings and comments bring out significant citizen objections and an environmental impact statement is required, these tasks will be prepared under a separate scope of services at that time.

City Fill Permit

As mentioned earlier, due to the current regulatory and environmental difficulty with placing fill in floodplain areas, the assumption will be made for this scope of services that those areas will be excluded from possible reclamation sites. Therefore, placement of reclaimed material from the lakes into a 100-year floodplain will not be considered and also not require a City of Plano Fill permit. The effort for this scope of work does not include preparation of the reports, hydraulic analyses, and application forms required to apply for a city fill permit.

Since floodplain areas will not be impacted by the placement of fill from this project, no permit applications or documentation to the Federal Emergency Management Agency will be required.

Texas Natural Resources Conservation Commission Water Quality Certificate

Projects that involve the placement of foreign material into Waters of the State require a Water Quality Certificate from the Texas Natural Resources Conservation Commission. Representatives from the COE have indicated that the Water Quality Certificate process will be coincident with the LOP permitting process. Approval of the LOP permit will also involve granting of the Water Quality Certificate. Therefore, the Water Quality Certificate will not be a separate process and will not be a separate scope item for this contract.

500 SERIES TASKS - PUBLIC MEETING

This scope of services includes one public meeting. A public meeting will consist of a meeting with lake user groups and other parties potentially affected by the placement of the sediment. A public meeting will include a meeting where the general public is invited to attend so that their input into the project can be solicited. Separate meetings with each user or neighborhood group is not included in this scope of work. Mailing lists for the public meeting will be obtained from currently available information at the Park Department and the Public Works Department. A maximum cost of \$2,000.00 has been allocated for preparation of exhibits for the public meeting. Other exhibit preparation in addition to this cost will be provided by the City.

No other public participation or the establishment of a coordinating committee to receive input from lake user groups and other interested parties is included in this scope of work.

600 SERIES TASKS - MEETINGS

Work effort for this series of tasks includes the attendance of the engineer at meetings with various City departments and federal agencies. The specific departments and agencies are listed in the following paragraphs. For the purposes of this scope of services, the Parks Department is assumed to be the managing department for this contract.

A maximum of two (2) meetings will be held with City Project Management Staff. No other formal meetings with City staff are included as a part of this scope of services.

Other meetings will be scheduled with the Corps of Engineers to initiate discussion of the Section 404 permit for the dredging. A maximum of two (2) meetings are included in this scope of work with the COE. It is assumed that any other federal or state agency coordination will be accomplished during the meetings with the COE. Additional meetings with the COE or other agencies will be provided under an additional scope of services.

Meeting time for consultant personnel will be limited to the hours presented in the cost proposal spreadsheets.

700 SERIES TASKS - DESIGN AND CONSTRUCTION PLANS

Completion of this series of tasks involves the preparation of construction plans to detail the dredging operations, sediment transfer route and operations to be included at the reclamation site. Completed construction plans will be suitable for the City to advertise for bidding for the removal of the sediment from the Lake, the transport of the sediment to a reclamation site and the placement and dewatering of the sediment at the site.

Preparation of the construction plans will include the preparation of engineering calculations and other measures to determine the dredge area, contractor staging areas, pipeline size and route, booster pump station placement, soil containment diking and earthwork operations at the reclamation site. Construction plans will include layout sheets, plan view sheets, profile sheets, grading sheets, survey horizontal and vertical control, detail sheets and other sheets to adequately describe the proposed construction project.

For purposes of this scope of services, the construction plan preparation will be divided into the three main aspects of the project. These three main aspects are described in the following sections. Preparation of the construction plans does not include geotechnical investigations, geotechnical engineering, or geotechnical reports for any aspect of the project.

Task 701 - Construction Plans for the Dredge Area

Construction plans for the dredge area shall include the engineering calculations, drawings and other measures necessary to describe the construction and dredging operations that shall take place in and adjacent to the dredging area.

Task 702 - Construction Plans for the Dredged Material Transfer Route

Construction plans for the dredge material transfer route shall include the engineering calculations, drawings and other measures necessary to describe the construction and other operations that shall take place along and adjacent to the dredged material transfer route.

The total construction plan package for the dredged material transfer route will be prepared for one transfer route with a total distance not to exceed two miles in length.

Task 703 - Construction Plans for the Reclamation Site

Construction plans for the reclamation site shall include the engineering calculations, drawings and other measures necessary to describe the construction, diking and other operations that shall take place in and adjacent to the reclamation site.

The total construction plan package for the reclamation site will be prepared for one reclamation site with a total area not to exceed 8 acres.

800 SERIES TASKS – SPECIFICATIONS

Specifications will be prepared to detail the methods and materials to be used by the contractor in completing the construction phase of the project according to the construction plans.

900 SERIES TASKS - BIDDING PHASE SERVICES

The bidding phase services for this contract include the following items:

1. Attend pre-bid and pre-construction meetings.
2. Evaluate bids and recommend award.
3. Review shop drawings and submittals.
4. Answer questions from City and/or Contractor during advertisement period.
5. Conduct site visits with Contractors during bidding to tour project areas.
6. Prepare any necessary addenda (the City will process the addenda).
7. Prepare as-built plans in CADD format.

Construction phase services do not include on-site (Project Manager) representation, on-site inspection, construction management, surveying or contract administration. It is recommended that these services be contracted after bids have been received and a contractor selected. Should the City decide to contract with the Engineer for these construction services, a more accurate estimate of the scope of work and cost of the services can be made and a proposal submitted when the exact construction duration and scope are known.

1000 SERIES TASKS – PREPARATION OF A SITE RENDERING

Carter & Burgess will prepare a rendering of the proposed grading of the reclamation site. The rendering will be used to portray the grading to citizens that may be interested in the project. The rendering will consist of a photo composite of the existing site overlain with the proposed grading for the project. The rendering will also show a minimal amount of trees on the site. No animation will be included in the rendering. Effort for completing the rendering will be limited to the price shown below. The photo for the composite will be taken by Carter & Burgess. Upon approval by the City of Plano for the use of the photo, no other photos or renderings will be included.

1100 SERIES TASKS – ENGAGEMENT OF NATIVE TURF SPECIALIST

Carter & Burgess will engage the services of a native turf specialist for the project. The native turf specialist will consult with the City and Carter & Burgess on preparing a specification to use in the contract documents to establish native turf grasses on the reclamation site. The turf specialist's involvement for this portion of the project will be limited to the preparation of a specification. No other effort is included in this scope of work. If additional involvement is requested by the City, an additional scope of services will be added at a later date.

1200 SERIES TASKS - EXPENSES

Expenses included in this contract are shown in Table I. Expenses include material production and reproduction costs, photographic costs, courier costs, laboratory supplies, sampling supplies, travel costs and other miscellaneous items.

**EXHIBIT B
COMPLETION SCHEDULE
BOB WOODRUFF PARK
POND DREDGING DESIGN – PHASE 2**

Carter & Burgess agrees to complete the Scope of Services described in Exhibit A (excluding the Permitting Support task) within 90 days from notice to proceed from the City of Plano.

**EXHIBIT C
PAYMENT SCHEDULE
BOB WOODRUFF PARK
POND DREDGING DESIGN – PHASE 2**

Compensation by City of Plano to Carter & Burgess will be as follows:

Compensation for the services described under Part II, Scope of Services, will be based on a lump sum fee of eighty-five thousand nine hundred dollars (\$85,900.00). This fee is inclusive of all labor, expenses and outside services.

**Table 1
Cost Summary
Bob Woodruff Park Pond Dredging Design – Phase 2**

Task Number	Description	Cost
100	Surveying	\$11,000.00
200	Sediment Sampling	\$4,000.00
300	Laboratory Analysis	\$4,000.00
400	Permitting Support	\$15,500.00
500	Public Meeting	\$3,900.00
600	Meetings	\$1,900.00
700	Design and Construction Plans	\$25,000.00
800	Specifications	\$3,500.00
900	Bidding Phase Services	\$8,000.00
1000	Preparation of Site Rendering	\$3,500.00
1100	Turf Specialist	\$3,600.00
	Subtotal Basic Services	\$83,900.00
1200	Expenses	\$2,000.00
	Total Cost	\$85,900.00

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Invoices for the work performed will be submitted on a monthly basis by Carter & Burgess. Invoices are due and payable on receipt. Monthly invoices will be based on the following schedule of rates.

Labor Category	Hourly Rate (Including Profit and Overhead)
Sr. Project Manager	\$117.00 to \$139.00
Project Manager	\$114.00 to \$130.00
Project Engineer	\$65.00 to \$75.00
CADD Technician	\$52.00 to \$69.00
Field Representative	\$72.00 to \$82.00
Environmental Scientist	\$42.00 to \$72.00
Sr. Environmental Scientist	\$81.00 to \$96.00

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	10/14/02	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	10/7/02	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/7/02	
Agenda Coordinator (include phone #):		Irene Pegue (7198)	(Project No. 5094)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER AMENDMENT TO CONTRACT					
CAPTION					
Contract amendment with RJN GROUP, for Professional Engineering Services in the amount of \$53,715.50 in connection with Prairie Creek Basin I/I Investigation, and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2002-2003	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		181,451	698,459	550,000	1,429,910
Encumbered/Expended Amount		-181,451	-136,475	0	-317,926
This Item		0	-53,716	0	-53,716
BALANCE		0	508,268	550,000	1,058,268
FUND(s): SEWER CIP					
COMMENTS: Funds are available in the 2002-03 Sewer CIP. This item, in the amount of \$53,716, will leave a current year balance of \$508,268 for Inflow/Infiltration.					
STRATEGIC PLAN GOAL: Inflow/Infiltration relates to the City's Goal of Safe, Livable Neighborhoods.					
SUMMARY OF ITEM					
Additional cleaning and televising of sanitary sewer lines is necessary to complete the investigation of the Prairie Creek Sanitary Sewer Basin as identified in the Draft Report. Additional cleaning, televising and supervision in the amount of \$53,715.50 is needed.					
The revised contract amount is \$275,315.10.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Modification Letter		N/A			
Location Map					

October 4, 2002

Dennis Freeman
City of Plano
Engineering Department
P.O. Box 860358
Plano, Texas 75086-0358

RE: Prairie Creek Basin I/I Investigation - Contract Modification; Project No. 5094; CIP No. 48847; Purchase Order No. 102158

Dear Mr. Freeman:

This letter shall serve as the second Modification to the Contract between the City of Plano "City" and RJN Group (hereinafter "Consultant") dated March 5, 2001 for Professional Engineering Services for the above-referenced project (hereinafter "Project").

This Modification amends the scope of Contract services initially provided by Consultant as follows:

Services:

RJN Group will increase the amount of cleaning and televising of sanitary sewer lines and project supervision from 17,400 feet to 37,670 feet. The fee for this service is \$2.65 per linear foot (\$1.90 per foot for televising and \$0.75 per linear foot for project supervision). The total additional fee for this service is \$53,715.50. The additional footage is detailed in Table 2-K of the draft report for the Prairie Creek Basin (Exhibit 1).

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$53,715.50. Such payment shall be made in accordance with the payment terms specified in the Contract.

Original Contract Amount	\$200,824.60
Contract Amount (Including Previous Modifications)	\$221,599.60
Amount, Modification No. 2	\$53,715.50
Revised Contract Amount	<u>\$275,315.10</u>
Total Percent Increase Including Previous Modifications	<u>37.1%</u>

Q-2

Mr. Freeman
Project No. 5094
October 4, 2002
Page 2 of 3

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

RJN GROUP

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2002, by _____, _____, of _____, a **Texas** corporation, on behalf of said corporation.

Notary Public, State of Texas

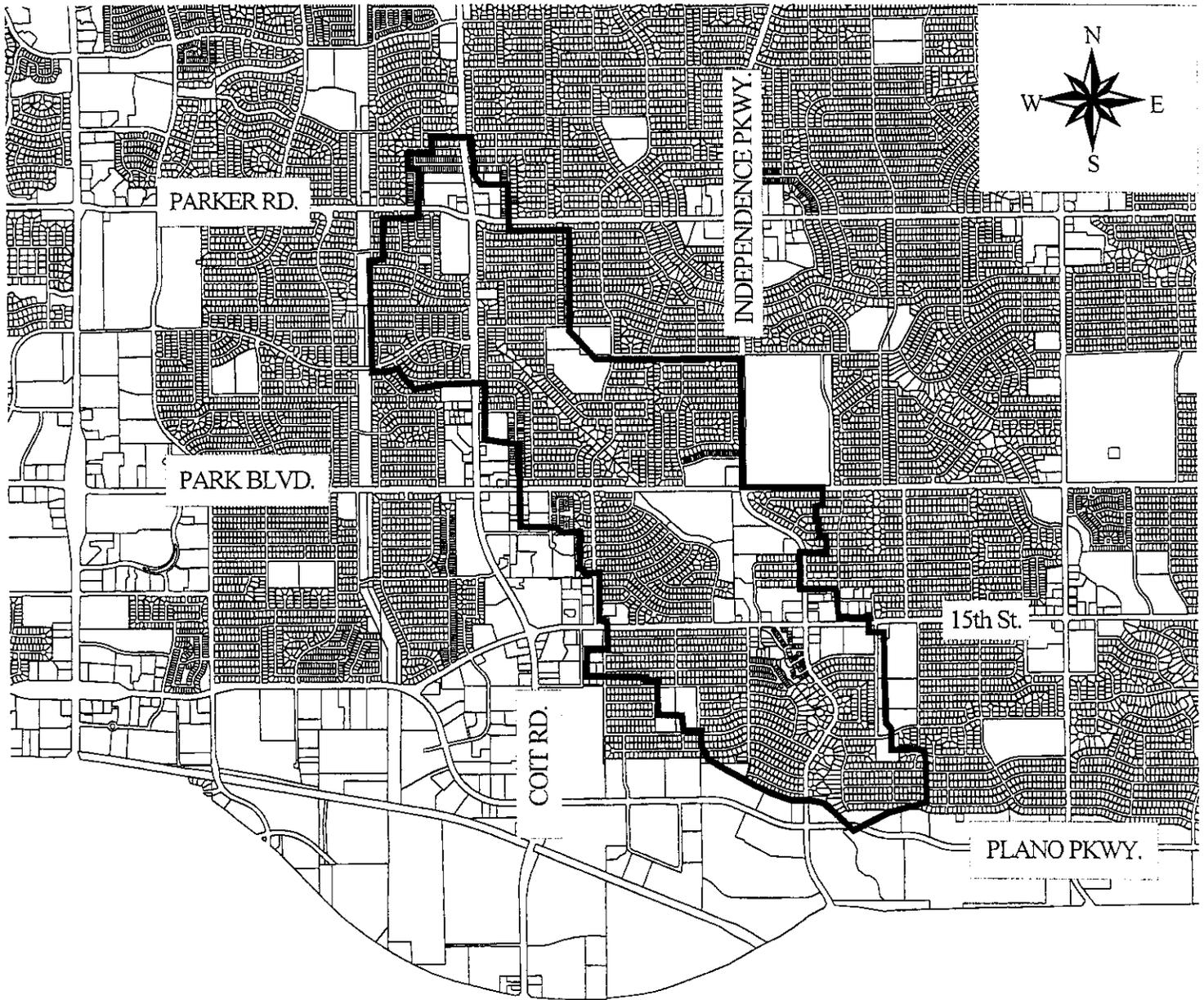
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2002, by **Thomas H. Muehlenbeck, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

PRAIRIE CREEK BASIN I/I INVESTIGATION PROJECT NO. 5094



W-3
Q-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>JK</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	10/7/02
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	10/7/02
Agenda Coordinator (include phone #):		Lanae Jobe, x 7165		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				

CAPTION

Review of Housing and Community Development Annual Performance Report

FINANCIAL SUMMARY

<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

The Annual Performance Report is a narrative summary of the City's progress in meeting its Housing and Community Development goals.

List of Supporting Documents: Memo, Annual Performance Report	Other Departments, Boards, Commissions or Agencies Community Relations Commission, approved 9-0.
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MEMORANDUM

October 1, 2002

To: Frank Turner, Executive Director
From: Bob Buffington, Neighborhood Services Manager
Subject: CDBG Annual Performance Report

Attached is the annual performance report for the CDBG program. This report describes the federal funding received by both the City and the Housing Authority, and explains how these funds were used to achieve our annual Housing and Community Development Goals. It specifically describes what we have done regarding housing, and details the numbers of families and individuals who received assistance through these programs in the past year.

To summarize our accomplishments, below is a chart listing the various CDBG programs and the numbers of persons and families assisted by those programs in the past year:

<u>Program</u>	<u>Persons/Families Assisted</u>
Housing Rehabilitation	55
Homeless Prevention	7
Homeownership Program	24
Samaritan Inn	111
LifePath Systems	29
CITY House	178
Affordable Housing Construction	7
Total Housing	411
Transportation Assistance	211
Family Self-Sufficiency Child Care	11
Plano International Preschool Child Care	82
Job Placement Services (OLA)	260
Boys and Girls Clubs Office Job Training	118
Assistance Center Building Renovations	7,486
Total Families and Individuals Assisted	8,579

CITY OF PLANO
HOUSING AND COMMUNITY DEVELOPMENT PLAN
ANNUAL PERFORMANCE REPORT
JUNE, 2001 - MAY, 2002

PART I - ANNUAL PERFORMANCE

A. Resources Made Available

At the start of the June 1, 2001, fiscal year, the City of Plano had on hand \$367,692 dedicated to housing from CDBG funds.

The resources anticipated for the period of this report, and the resources actually received and committed to housing needs, are detailed below:

	<u>Anticipated</u>	<u>Expected To Commit</u>	<u>Received</u>	<u>Committed To Housing</u>
CDBG	\$1,381,251	\$1,204,063	\$1,628,879	\$1,442,929
Section 8	5,792,268	5,792,268	5,792,268	5,792,268
Capital Improvement Funds	103,000	103,000	103,000	103,000
Public Housing Subsidy	50,409	50,409	50,409	50,409
PHA Drug Elimination Grant	25,000	25,000	25,000	25,000
Community Services	243,467	60,000	243,467	70,497
	<u>\$7,595,395</u>	<u>\$7,234,740</u>	<u>\$7,843,023</u>	<u>\$7,484,103</u>

Explanations of the results shown in the above table are as follows:

CDBG funds are received through an entitlement grant. The amount shown as committed to housing includes this year's allocation for housing rehabilitation, homeownership assistance, homelessness, and LifePath Systems' rent subsidies, and the program income from the rehabilitation loan program.

Section 8 funds are those provided by HUD as rent subsidies to Section 8 tenants. The Plano Housing Authority (PHA) has 883 units of Section 8, an increase from 2000. Capital Improvement Funds for maintenance of the Housing Authority properties are an entitlement grant, based on the age and condition of the PHA's existing units. The Public Housing subsidy is funding provided by HUD to cover the shortfall between rents charged to public housing residents and operating expenses. PHA also receives a drug elimination grant from HUD to help combat drug problems, but this will be the last year for this grant since it has been eliminated from the HUD budget.

The City of Plano provided \$243,467 in Community Services grants to non-profit organizations, many of which are engaged in activities related to Community Development. Of this amount, \$70,497 was provided to Hope's Door, Collin Intervention to Youth, and the Samaritan Inn for housing needs, and \$146,929 was provided for non-housing Community Development needs.

B. Investment of Available Resources

Goal 1: To increase the supply of standard, affordable housing

In the past year, the City of Plano invested \$869,819 in CDBG funds to reconstruct 3 houses, rehabilitate 21 single-family homes, and conduct 20 emergency repairs. Eight apartments belonging to the Plano Housing Authority also received rehabilitation services.

This goal includes the objective of rehabilitating 200 dwelling units over a period of five years, with 32 units completed compared to the 40 needed to accomplish one fifth of the goal. Continuing an effort which began last year, City staff met with representatives of two lending institutions to discuss the possibility of partnering with them to increase funding for rehabilitation, but no lender has agreed to participate.

This goal also includes the objective of providing 25 infill houses over the five-year period. Five new homes were completed this year, assisted by CDBG funds. Eight additional lots were purchased by the Plano Housing Corporation.

Other objectives were to support Low Income Housing Tax Credit developments (for the sixth consecutive year, none were approved for Plano by the State), and for the Plano Housing Authority to accept additional Section 8 certificates awarded to replace expiring Section 8 contract units. This year, the Housing Authority received 275 new Section 8 units.

During the year, 1020 extremely low-income individuals and households, 60 very low-income, and 44 low-income individuals and households received housing assistance (see Table 1), 1,124 of which met the Section 215 definition of affordable housing. These figures include 32 persons with disabilities. "Worst-case housing needs" are defined as renters who pay more than half their income for rent, live in seriously substandard housing, are homeless, or have been involuntarily displaced; 257 families and individuals meeting this definition were assisted, primarily through the Samaritan Inn.

The geographic distribution for these activities was City-wide in scope, although the majority of the projects were completed in the part of town located east of U.S. 75. Approximately \$240,000 in non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 2: To create a seamless continuum of care for the homeless

This year, the City spent \$15,000 for homelessness prevention, \$67,187 for Samaritan Inn operations, and \$6,940 for Collin Intervention to Youth building repairs. This total of \$89,127 in homeless funding came from the Community Development Block Grant.

This goal includes the objective of enabling families and individuals to avoid homelessness. In the past year, seven persons were assisted by the homelessness prevention program.

Another objective is to provide funding to local agencies meeting social service needs of the homeless, especially including transportation and child care needs. This objective was addressed through funding for the Assistance Center of Collin County, which provides funds for transportation needs, and for the Samaritan Inn, which provides day care for their residents, to be used while they are participating in their self-sufficiency program. The Plano Housing Authority also received funding for child care for the Family Self-Sufficiency Program.

In addition, \$70,497 in City general funds were provided to Hope's Door, Collin Intervention to Youth, and the Samaritan Inn for needs of the homeless.

The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 3: To increase the availability of housing, both traditional and supportive, for persons with special needs

There are two objectives approved under this goal. The first is to assist non-profits as they pursue other funding sources; we provided support for a grant request for Practical Parent Education. The second objective is to provide financial assistance to local non-profits for housing and supportive services. This objective was addressed through a \$33,000 grant to LifePath Systems for short-term rent and utility expenses for their clients.

The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 4: To address the social service needs of low and moderate-income residents

The first objective is to provide assistance for non-profit health facilities. Community Services (City funds) grants in the amount of \$23,621 were made to the Plano Children's Medical Clinic and Dental Health Programs.

The second objective is to provide assistance for non-profit agencies providing other social service needs. CDBG grants (\$230,950) were made to six such agencies, and Community Services grants (\$130,093) were made to 17 agencies.

Goal 5: To address the economic needs of low and moderate-income residents

To achieve this goal, two objectives were stated; the first was to provide assistance for non-profit agencies providing employment training and services. This objective was addressed by grants to Organization for Latin Americans, in the amount of \$15,000 from CDBG and \$7,541 from Community Services.

The second objective was to provide homeownership financial assistance to 200 families over the next five years. To this end, \$91,484 was provided to help 24 families purchase their first home.

Funding was provided to the Samaritan Inn (\$1520) for child care, enabling their residents to obtain work or job training.

The geographic distribution for these activities is City-wide. \$2,259,696 in non-federal funds were leveraged, and no matching contributions were required or made. The pattern of investment conformed to the expected investment pattern.

Goal 6: To maintain a suitable neighborhood living environment

The City operates an extensive code enforcement program throughout the City, to address neighborhood problems both on a complaint basis and proactively. The City also conducts a

Neighborhood Planning Program, to assist neighborhoods in planning for their future and in maintaining their homes. Both programs are financed through the City's general fund.

The second objective is to provide low-cost transportation services for low and moderate income residents. These monies are spent slowly, typically no more than \$10 at a time. This year, 211 persons received \$1000 in transportation assistance.

The geographic distribution for these activities was city-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

C. Households and Persons Assisted With Housing (Table 1)

For the 2001-2002 period, the City of Plano provided housing assistance to 1374 individuals and households. As shown in Table 1, 1015 renters were assisted. These received assistance through the Plano Housing Authority's low-rent housing and Section 8 certificates and through the Plano Community Home. Of these, 974 were extremely low-income, earning less than 30% of the Dallas area median income, and including 406 elderly households. There were also 15 households earning between 31% and 50% of median income.

During the past year, the City also provided assistance to 70 homeowners, including 13 whose income was less than 30% of Dallas area median income, 19 who earned between 30% and 50% of median, and 38 low-income households between 51% and 80% of median.

Through the Samaritan Inn, CITY House, and the Homelessness Prevention Program, 257 individuals and families received housing assistance. All but one of these were extremely low income, earning less than 30% of the median income.

In addition, 32 "non-homeless special needs" individuals received short-term rental assistance from LifePath Systems, and rehabilitation assistance from the City of Plano. Of these, 27 were extremely low-income, four were very low-income, and one was low-income.

1-6

Annual Performance Report Table 1 Households and Persons Assisted with Housing

Assistance Provided by Income Group	CITY OF PLANO, TX										Total Section 215 (N)			
	Renters					Owners			Homeless*			Total (M)		
	Elderly 1 & 2 Member Households (A)	Small Related (2 to 4) (B)	Large Related (5 or more) (C)	All Other Households (D)	Total Renters (E)	Existing Homeowners (F)	1st-Time Homebuyers with Children (G)	All Others (H)	Total Homeowners (I)	Individuals (J)			Families (K)	Non-Homeless Special Needs (L)
1. Very Low-Income (0 to 30% of MFJ)**	399	297	227	51	974	12	1	0	13	228	28	27	1,270	1,020
2. Very Low-Income (31 to 50% of MFJ)**	7	12	11	6	36	15	4	0	19	0	1	4	60	60
3. Other Low-Income (51 to 80% of MFJ)**	0	2	0	3	5	12	19	7	38	0	0	1	44	44
4. Total Low-Income (lines 1 + 2 + 3)	406	311	238	60	1,015	39	24	7	70	228	29	32	1,374	1,124

FY: 2001

*Homeless families and individuals assisted with transitional or permanent housing.

**Or, based upon HUD adjusted income limits, if applicable.

5. Racial/Ethnic Composition of line 4, column (M) Total Low Income:

1. Hispanic	148
2. Non-Hispanic White	745
3. Black	437
4. Native American	8
5. Asian & Pacific Islander	36
6. Other	0
7. Total (must equal Total on line 4, column (M))	1,374

1-7

In the area of racial/ethnic composition, the following table compares the percentage of low-income households in Plano (2000 census) with the percentages of each group who received assistance in 2001-2002:

	<u>Percent of All Low- Income Households</u>	<u>Percent of Those Assisted</u>
White	76	54
Black	8	32
Hispanic	11	11
Native American	0	0
Asian	4	2
Other	0	0

(Totals do not equal 100% due to rounding error.)

It is not a goal of the City of Plano to attempt to provide assistance to any ethnic group in proportion to its overall share of the low-income population. Virtually all of our assistance is provided on a first-come basis, although we do attempt to serve those in the worst circumstances first.

D. Other Actions Taken

1. Affirmatively Furthering Fair Housing

The City of Plano has worked with the Plano Housing Authority to further fair housing in the placement of renters in rehabilitated units.

Fair housing brochures were placed in utility bill mailers, and Fair Housing advertisements were placed in the local newspaper. No complaints of housing discrimination were received.

The Equal Housing Opportunity logo is being displayed on all materials sent to persons participating in the City's various housing programs.

The Analysis of Impediments to Fair Housing was completed in 1996, and underwent staff review in 2001. This document indicates that the main impediments are high land costs and high apartment rents. Strategies adopted to respond to these concerns include support of Low Income Housing Tax Credit applications (none were approved for Plano), and requests for additional subsidized housing by the Plano Housing Authority.

An additional strategy which is being employed is to subsidize lot costs for non-profit housing providers. Accordingly, the City has appropriated CDBG funds to Plano Area Habitat for Humanity and the Plano Housing Corporation to purchase lots for new housing construction for low-income families and individuals. These homes are in various stages of development and construction. The City also appropriated monies from the general fund in 1999 for a neighborhood revitalization project, resulting in the purchase of four residential lots for construction of new affordable housing. All four of the houses were completed and sold by the Plano Housing Corporation in 2001-02.

1-8

Finally, the City has adopted a Neighborhood Empowerment Zone to allow waiver of fees for the construction of affordable housing. The Empowerment Zone was amended this year to increase the number of fees waived.

2. Public Policies

As noted in the Housing and Community Development Plan and the Analysis of Impediments to Fair Housing, the City of Plano does not consider its ordinances and standards to constitute barriers to the creation of affordable housing. The Plan indicates that no actions are warranted in this area; therefore no actions have been taken.

3. Institutional Structure/Underserved Needs

The primary weakness in the institutional structure of service providers identified in the Plan is lack of funds to provide needed services. As requested, the City of Plano has given written support to each organization seeking federal, state, and foundation funds. In addition, the City of Plano has donated City (non-federal) funds to various agencies to assist them in accomplishing their missions.

4. Intergovernmental Cooperation

Through our personal relationships with individuals involved with local service providers, we have been able to effectively communicate and coordinate our activities with these providers. The Neighborhood Services Division participates in monthly meetings with the Collin County Social Services Association in order to more effectively coordinate with the service providers working in Plano. In addition, we have a good relationship with the Plano Housing Authority, with which much of our coordination is done. The Housing Authority has been very supportive of our efforts. In the past year, we have also provided assistance to the City of McKinney to help them start their CDBG program.

5. Public Housing Improvements

The Housing Authority is not required to prepare a Performance and Evaluation Report, and therefore no comparison of actions and plans can be made for the Authority.

6. Public Housing Authority Resident Initiatives

The Resident Council, comprised of Section 8 and public housing residents, is meeting monthly and conducting activities. A portion of the residents is also participating in the Drug Elimination Program. Drug elimination efforts involve contracts with the Plano Police Department and the Boys and Girls Clubs, which operate teen programs. PHA provides a building for a teen recreation center for the Boys and Girls Clubs.

7. Lead-Based Paint Hazard Reduction

City staff has been trained in lead-based paint risk assessment and hazard reduction. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation, and if hazards exist, their treatment is included in the rehabilitation work at no additional charge to the homeowner.

8. Anti-Poverty Strategy

The Family Self-Sufficiency Program provided assistance to 38 individuals who are in various stages of the program. The program has developed various educational and job training programs in cooperation with other area agencies. In addition, 24 low-income families purchased homes through the Homeownership Financial Assistance Program, enabling them to begin building equity in real estate.

9. Program Requirements

To better assist subrecipients in complying with program requirements, the City provides all agencies with information on program rules prior to the application process. Those agencies which are successful in their grant applications are invited to attend a mandatory training session, where they receive instructions on record-keeping and other grant requirements.

PART II. ASSESSMENT OF ANNUAL PERFORMANCE

A. Assessment of Plan Goals

In the Housing and Community Development Plan, the City of Plano defined six priorities for the period 2000 through 2005. They are listed below, along with an assessment of how the past year's activities addressed those priorities.

1. To increase the supply of affordable housing.

During this reporting period, the City of Plano completed the rehabilitation of 29 dwelling units through CDBG, and the reconstruction of three homes. Non-profit agencies completed the construction of five new single-family homes, for a total of 37 units, compared to a yearly goal of 40 units. Plano Housing Corporation built four houses and Casa Dallas completed one home last year.

In addition, CDBG funds previously approved for Casa Dallas Housing Center, Plano Area Habitat for Humanity, and Plano Housing Corporation have been used for lot purchases so that new affordable housing can be constructed.

For the first two years of this five-year plan, 74 homes have been completed toward the goal of 200 homes.

2. To create a seamless continuum of care for the homeless

Homeless prevention assistance was provided to seven families, and the Samaritan Inn provided housing for 111 individuals from Plano.

A major gap in the continuum of care is the lack of transitional housing, where formerly homeless persons can live and receive social service assistance while participating in a self-sufficiency program. The Samaritan Inn has leased four units to provide this service, though not with CDBG funds.

1-10

3. To increase the availability of housing for persons with special needs

The Plano Community Home has 296 subsidized housing units available for elderly residents. No additional units for special needs persons were funded this year by any agency. However, 32 special needs households received assistance through the Housing Rehabilitation and LifePath programs.

4. To address the social service needs of low and moderate-income residents

Community Services (City funds) grants in the amount of \$23,621 were made to the Plano Children's Medical Clinic and the Dental Clinic.

CDBG grants in the amount of \$225,950 were made to Boys and Girls Clubs, Assistance Center of Collin County, Plano International Preschool, and the Children's Advocacy Center, and Community Services grants (\$130,093) were made to 17 social service agencies, all of which provide services primarily available to low and moderate-income persons.

5. To address the economic needs of low and moderate-income residents

Organization for Latin Americans provided job placement services for 260 individuals, including employment readiness and computer training.

The City provided homeownership assistance to 24 families, less than the objective of 40 families per year. This program continues to be impacted by lead-paint rules, which prevented several families from buying a home through the program, and by the lack of affordable housing in the city. The program was modified by eliminating the maximum house price, and by allowing the funds to be used for interest-rate buydowns.

6. To maintain a suitable neighborhood living environment

Neighborhood code enforcement is a high priority in Plano. However, CDBG funds were not spent this year to address code violations in CDBG-eligible areas. Instead, the City picked up all funding for this activity for all areas of the City.

Transportation needs for low-income residents were provided by the Assistance Center of Collin County, with 211 households receiving assistance.

B. Assessment of Plan Priorities

As indicated above, CDBG funds were directed primarily to the priorities and objectives identified in the Housing and Community Development Plan. The majority of assistance was provided to persons and households with 50% or less of area median income, and all funding was provided to persons and households of low-to-moderate income. No changes in program objectives have been identified as necessary as a result of this year's work program.

The highest priority in the Plan was for housing needs. CDBG funds in the amount of \$869,819 were spent to rehabilitate low-income housing. In addition, \$91,484 were provided to assist low-income families to purchase their first home, and \$105,373 were used to purchase lots for the construction of new affordable housing, resulting in a total of \$1,066,676 spent for housing needs.

Homeless shelters were designated as a low priority. The Samaritan Inn and the Homelessness Prevention Program used \$82,187 in CDBG funds during the past year.

No other priority listed in the table, "Listing of Priority Needs," received funding.

All planned actions stated in the Action Plan have been carried out, and all stated sources of funding have been pursued. All requested certifications of consistency with the Consolidated Plan have been provided. In no way did the City of Plano act or refuse to act to hinder Consolidated Plan implementation. All funds were used to meet national objectives.

Most rehabilitation activities undertaken involve occupied homes. Work was conducted while the occupants remained in the home, and no one was displaced during the construction work. However, three owner-occupants were displaced when their homes were torn down prior to reconstruction. Two stayed with relatives, and the third stayed at the Plano Housing Authority during the construction. There was no impact on non-residential uses or structures.

Through the various programs conducted by the City, CDBG funds were used to leverage \$2,499,696 in private funds, through the first-time homebuyers program.

The Housing Rehabilitation Program completed repairs on 44 dwelling units using \$869,819 in CDBG funds. No other public or private funds were involved in these projects. There are 57 outstanding repayable loans with a balance owed of \$1,114,286. There are 200 outstanding forgivable loans, with a balance owed of \$1,094,299. No loans were defaulted.

APPENDIX

1. Self-Evaluation

In reviewing the CDBG program, it appears that the activities being funded are having the desired impacts on the needs identified in the Housing and Community Development Plan. However, it appears that the economic climate has slowed our progress in meeting our goals for housing rehabilitation and first-time homebuyers, as we are below the numeric targets we must meet to achieve the total five-year goals. Grant expenditures are proceeding as scheduled, so that we are in no danger of reaching the limit of 1.5 times the grant amount remaining in our line of credit. At this time, no adjustments or changes to strategies or activities are warranted.

2. Description of Public Comment Process

This annual report was prepared by the Neighborhood Services Division. On August 7, 2002, a notice of Public Hearing was published in the Plano Star-Courier, informing the public of the completion of the report, and of a pending public hearing before the Community Relations Commission to discuss the report. The notice also informed the public that a copy of the report could be obtained at the Neighborhood Services office. The publication of this notice marked the beginning of the public comment period. The Community Relations Commission conducted a public hearing on August 21, 2002, and no citizens appeared at the meeting. The public comment period closed on August 22, 2002.

3. Public Comments

None received.

2001 FINANCIAL SUMMARY NARRATIVE

A. PROGRAM INCOME RECEIVED

1. The amount of program income received which was returned to the Housing Rehabilitation fund was \$426,070.08. The amount of program income received and returned to the Homeownership Program fund was \$20,602.00.
2. There were no float-funded activities.
3. There were no other loan repayments.
4. \$63,800 was received from the sale of property. This amount is included in the total amount returned to the Rehabilitation fund stated in Line 1 above.

B. PRIOR PERIOD ADJUSTMENTS

None.

C. LOANS AND OTHER RECEIVABLES

1. There were no float-funded activities.
2. Housing Rehabilitation repayable loans: 57 loans, balance of \$1,114,286.
Housing Rehabilitation forgivable loans: 200 loans, balance of \$1,094,299.
3. No loans were defaulted.
4. Properties owned by Plano Area Habitat for Humanity:
1123 Avenue F
805 13th Street
1219 Avenue F
5. There are no lump sum drawdown agreements.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials
Department Head	Don Wendell	Executive Director	10-7-02	
Dept Signature:	<i>Don Wendell</i>	City Manager	10/7/02	
Agenda Coordinator (include phone #): Linda Benoit x7255				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
A public hearing for the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to use or taking of a portion of City of Plano Park known as Russell Creek Park, for the purpose of granting an easement to Plano Independent School District to construct and maintain access and fire lane facilities.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
An easement to construct and maintain access and fire lane facilities is proposed at Russell Creek Park as shown on the drawing included with this agenda item. The evidence at the Public Hearing should meet the criteria under the Texas Parks and Wildlife Code. The Code requires that a public hearing be held. After the hearing the body having jurisdiction over the Park, which is the City Council, must make the following findings:				
a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and				
b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.				
Witnesses will be presented at the public hearing on these issues.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies Parks and Recreation Planning Board Recommends Approval		

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i> 10-7-02
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10/7/02
Agenda Coordinator (include phone #):		Linda Benoit x7255		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING A PROJECT FOR PLANO INDEPENDENT SCHOOL DISTRICT TO CONSTRUCT AND MAINTAIN ACCESS AND FIRE LANE FACILITIES WHICH REQUIRES THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS RUSSELL CREEK PARK; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

This item is related to the previous public hearing item authorizing the use of Russell Creek Park for the purpose of constructing and maintaining access and fire lane easement by Plano Independent School District.

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING A PROJECT FOR PLANO INDEPENDENT SCHOOL DISTRICT TO CONSTRUCT AND MAINTAIN ACCESS AND FIRE LANE FACILITIES WHICH REQUIRES THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS RUSSELL CREEK PARK; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has requested approval of a project to allow a fire lane and access easement as depicted on the drawing attached hereto as Exhibit "A" (called "Project") which require the use or taking of a portion of City of Plano public park land known as Russell Creek Park (called "Park Land"); and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code (called "Code") requires a public hearing to determine whether or not the Project's proposed use of a portion of the Park Land should be approved in accordance with certain criteria contained within the Code; and,

WHEREAS, Notices of the Public Hearing were duly served and published in conformity with the Code; and

WHEREAS, a public hearing was held by the City Council on October 14, 2002, during which all interested persons were given the opportunity to testify and present other relevant evidence before the City Council;

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

Section I. After hearing and reviewing all of the testimony and evidence at the Public Hearing as well as other matters and information relevant and pertinent to a determination, the City Council hereby finds and determines that:

- (a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
- (b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

Section II. The City Council further finds that the determination made in Section I is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas.

Section III. This Ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2002.

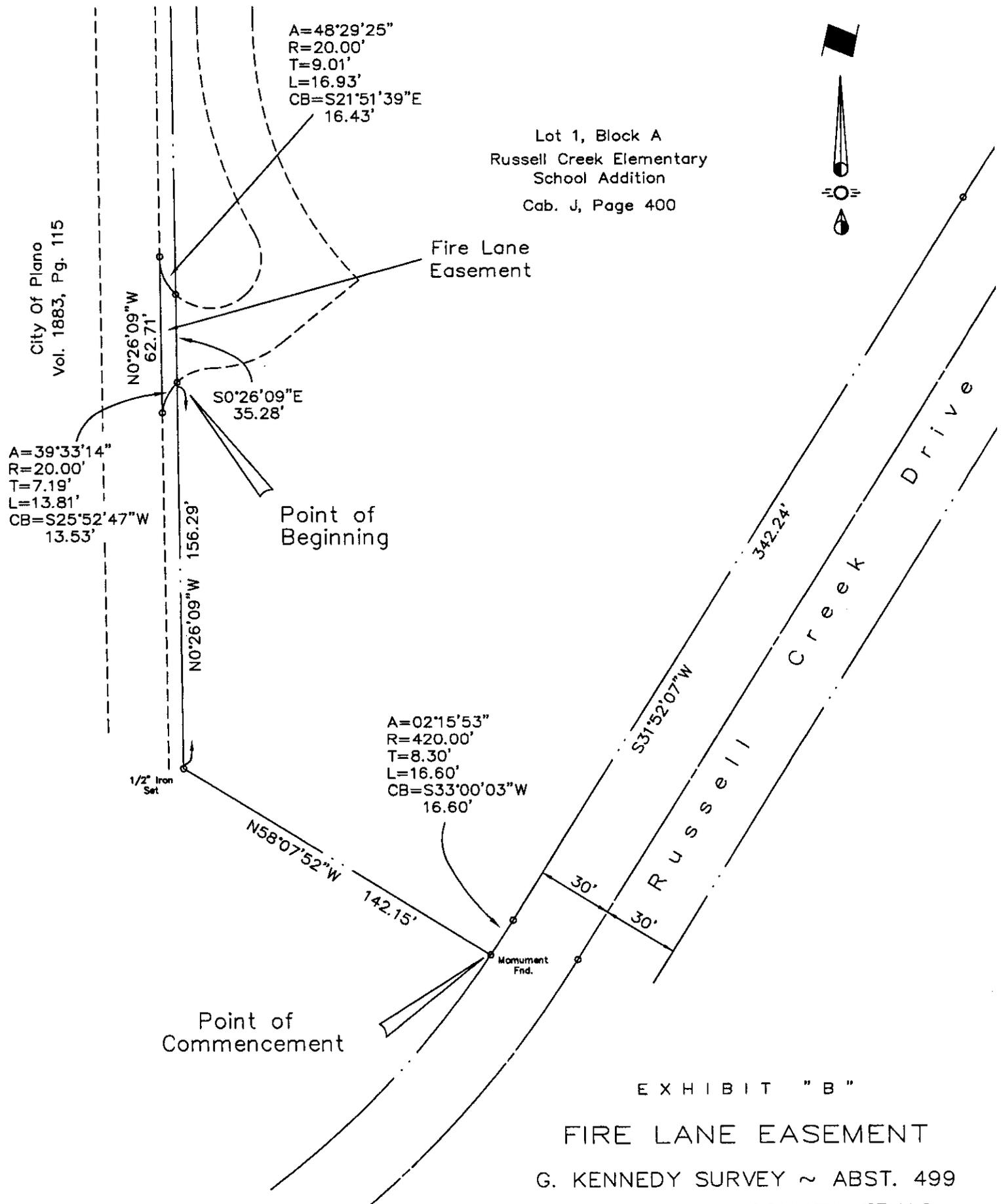
Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Lot 1, Block A
 Russell Creek Elementary
 School Addition
 Cab. J, Page 400

City Of Plano
 Vol. 1883, Pg. 115



EXHIBIT "B"

FIRE LANE EASEMENT
 G. KENNEDY SURVEY ~ ABST. 499
 PLANO, COLLIN COUNTY, TEXAS

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EXHIBIT A

FIRE LANE EASEMENT

BEING a Fire Lane Easement situated in the Grizzell Kennedy Survey, Abstract No. 499, City of Plano, Collin County, Texas, also being situated in a tract of land conveyed to the City of Plano, Texas, by deed recorded in Volume 1383, Page 115, Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a monument found for corner in the northwest line of Russell Creek Drive (a 60' R.O.W.) said point being the most southerly corner of Lot 1, Block A, Russell Creek Elementary School, and addition to the City of Plano, Texas, as recorded in Cabinet J, Page 400, Plat Records of Collin County, Texas;

THENCE N58°07'52"W, with the west line of said Russell Creek Elementary School, a distance of 142.15 feet to a ½" iron rod set;

THENCE N00°26'09"W, leaving Russell Creek Drive, and with the west line of Russell Creek Elementary School, a distance of 156.29 feet to the POINT OF BEGINNING, said point also being the beginning of a non-tangent curve to the left having a central angle of 39°33'14", a radius of 20.00 feet, a tangent length of 7.19 feet, and a chord bearing S25°52'47"W, 13.53 feet;

THENCE in a southwesterly direction along said curve to the left, leaving the west line of Russell Creek Elementary School, an arc distance of 13.81 feet to the end of said curve;

THENCE N00°26'09"W, a distance of 62.71 feet to a the beginning of a non-tangent curve to the left having a central angle of 48°29'25", a radius of 20.00 feet, a tangent length of 9.01 feet, and a chord bearing S21°51'39"E, 16.43 feet;

THENCE in a southeasterly direction along said curve to the left, an arc distance of 16.93 feet to a point in the afore mentioned west line of Russell Creek Elementary School;

THENCE S00°26'09"E, along the west line of Russell Creek Elementary School, a distance of 35.28 feet to the POINT OF BEGINNING and CONTAINING 264 square feet of land.

David J. Surdukan
R.P.L.S. No. 4613

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i> 10-7-02
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10/7/02
Agenda Coordinator (include phone #): Linda Benoit x7255				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE GRANTING OF AN EASEMENT TO PLANO INDEPENDENT SCHOOL DISTRICT TO CONSTRUCT AND MAINTAIN ACCESS AND FIRE LANE FACILITIES SITUATED IN THE GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 499, CITY OF PLANO, COLLIN COUNTY, TEXAS ACROSS A PORTION OF CITY OF PLANO PARK KNOWN AS RUSSELL CREEK PARK AND AUTHORIZING THE EXECUTION OF THE FIRE LANE AND ACCESS EASEMENT BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This item is related to the previous public hearing item authorizing the use of Russell Creek Park for the purpose of constructing and maintaining access and fire lane easements by Plano Independent School District.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE GRANTING OF AN EASEMENT TO PLANO INDEPENDENT SCHOOL DISTRICT TO CONSTRUCT AND MAINTAIN ACCESS AND FIRE LANE FACILITIES SITUATED IN THE GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 499, CITY OF PLANO, COLLIN COUNTY, TEXAS ACROSS A PORTION OF CITY OF PLANO PARK KNOWN AS RUSSELL CREEK PARK AND AUTHORIZING THE EXECUTION OF THE FIRE LANE AND ACCESS EASEMENT BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed easement for Plano Independent School District to construct and maintain access and fire lane facilities across a portion of Russell Creek Park, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter the "Easement"); and

WHEREAS, upon full review and consideration of the Easement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, shall be authorized to execute the Easement on behalf of the City of Plano;

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

Section I. The City Council hereby authorizes the dedication of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

Section III. This Resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED this the ____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

FIRE LANE AND ACCESS EASEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF PLANO, a home-rule municipal corporation, hereinafter called "**CITY**," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to **CITY** in hand paid by the **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, hereinafter called "**PISD**", the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, GIVE, and CONVEY to **PISD** the easement and right to construct, reconstruct and perpetually maintain access and fire lane facilities (the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Plano, Collin County, Texas as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

The Easement Property may be utilized by **PISD** or the general public for ingress and egress for vehicular and pedestrian use and access for fire department and emergency use in, along, upon and across the Easement Property.

PISD does hereby covenant and agree that it shall construct or cause to be constructed within the Easement Property a hard surface and hereafter maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but

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not limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. Maintenance of the paving in the Easement Property is the responsibility of **PISD** and **PISD** shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE - NO PARKING." The City's Police Department and/or a Fire Marshall is authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use.

TO HAVE AND TO HOLD the same perpetually unto **PISD** and their successors and assigns for the purposes stated above.

SIGNED this ____ day of _____, 2002.

CITY OF PLANO

By: _____
Name: _____
Title: _____
Address: _____

PLANO INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2002 by **Thomas H. Muehlenbeck, City Manager**, of the **CITY OF PLANO** a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2002 by _____, _____, of the **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision, on behalf of said political subdivision.

Notary Public in and for the
State of Texas

AFTER RECORDING RETURN TO:
Joseph J. Gorfida, Jr.
P. O. Box 860358
Plano, TX 75086-0358

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EXHIBIT A

FIRE LANE EASEMENT

BEING a Fire Lane Easement situated in the Grizzell Kennedy Survey, Abstract No. 499, City of Plano, Collin County, Texas, also being situated in a tract of land conveyed to the City of Plano, Texas, by deed recorded in Volume 1383, Page 115, Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a monument found for corner in the northwest line of Russell Creek Drive (a 60' R.O.W.) said point being the most southerly corner of Lot 1, Block A, Russell Creek Elementary School, and addition to the City of Plano, Texas, as recorded in Cabinet J, Page 400, Plat Records of Collin County, Texas;

THENCE N58°07'52"W, with the west line of said Russell Creek Elementary School, a distance of 142.15 feet to a ½" iron rod set;

THENCE N00°26'09"W, leaving Russell Creek Drive, and with the west line of Russell Creek Elementary School, a distance of 156.29 feet to the POINT OF BEGINNING, said point also being the beginning of a non-tangent curve to the left having a central angle of 39°33'14", a radius of 20.00 feet, a tangent length of 7.19 feet, and a chord bearing S25°52'47"W, 13.53 feet;

THENCE in a southwesterly direction along said curve to the left, leaving the west line of Russell Creek Elementary School, an arc distance of 13.81 feet to the end of said curve;

THENCE N00°26'09"W, a distance of 62.71 feet to a the beginning of a non-tangent curve to the left having a central angle of 48°29'25", a radius of 20.00 feet, a tangent length of 9.01 feet, and a chord bearing S21°51'39"E, 16.43 feet;

THENCE in a southeasterly direction along said curve to the left, an arc distance of 16.93 feet to a point in the afore mentioned west line of Russell Creek Elementary School;

THENCE S00°26'09"E, along the west line of Russell Creek Elementary School, a distance of 35.28 feet to the POINT OF BEGINNING and CONTAINING 264 square feet of land.

David J. Surdukan
R.P.L.S. No. 4613

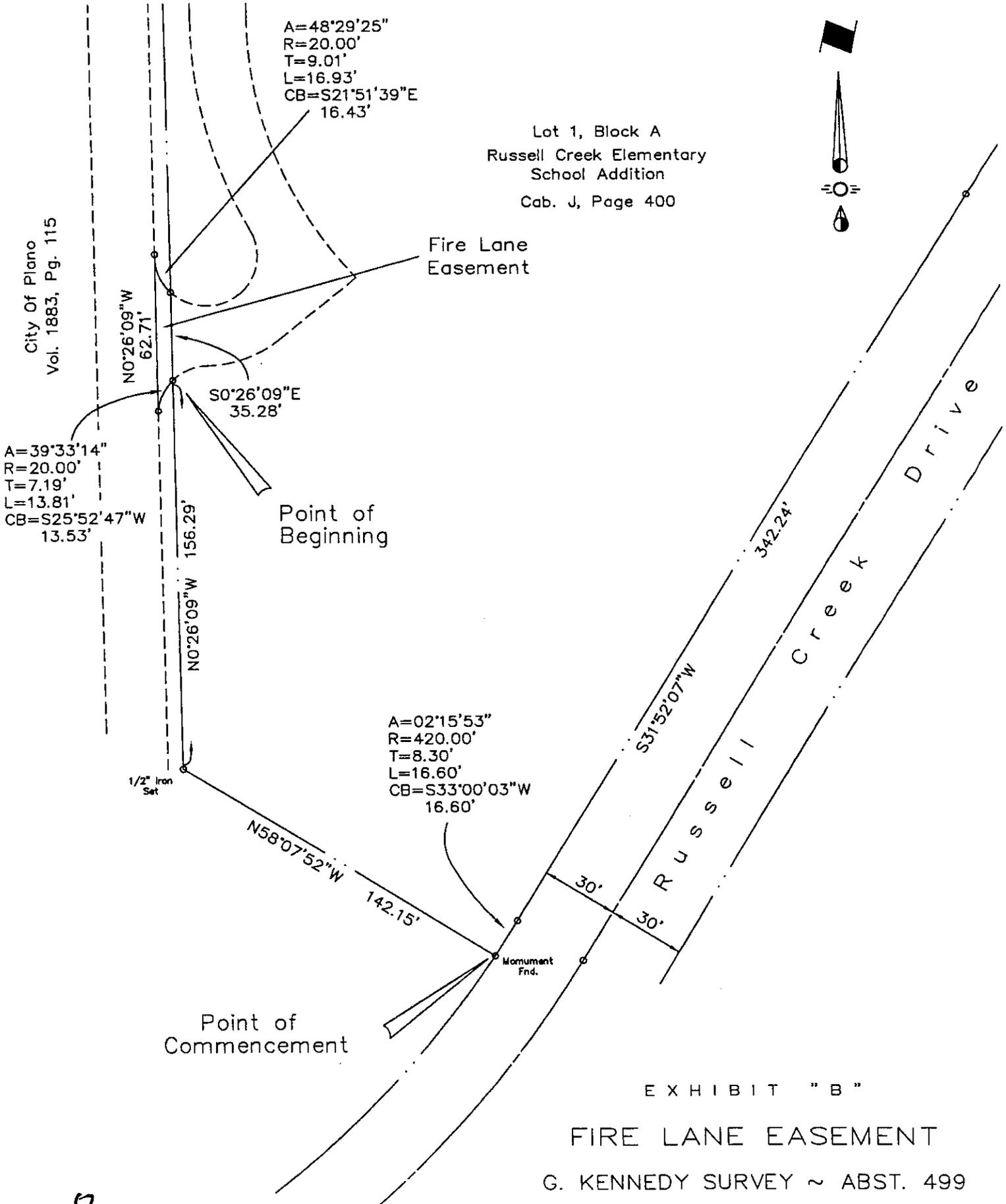


EXHIBIT "B"

FIRE LANE EASEMENT
G. KENNEDY SURVEY ~ ABST. 499
PLANO, COLLIN COUNTY, TEXAS

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R



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 10/14/02		Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager <i>[Signature]</i> 10/07/02		
Agenda Coordinator (include phone #):		Sandy Gaugler X7479		(rev. 1/02)	
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE TO REQUEST TO ESTABLISH AND DESIGNATE A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 72 FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT CONSISTING OF A 4.6157-ACRE TRACT OF LAND LOCATED AT 3301 E. PLANO PARKWAY, SUITE 100, IN THE CITY OF PLANO; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): GENERAL					
COMMENTS: The fiscal impact of this item is contingent upon the value of improvements made to the property. Real Property improvements, the subject of this tax abatement agreement, are estimated to have an approximate taxable value of not less than \$620,000; the Business Personal Property is estimated to have an approximate taxable value of not less than \$100,000; and the creation of at least 60 jobs. The proposed Real Property and Business Personal Property tax abatement on the improvements will begin January 1, 2003 and continue through the year 2007, and will be equal to 50% for five (5) years.					
SUMMARY OF ITEM					
This is related to and Muratec America, Inc. request for Tax Abatement. This Ordinance creates and geographical zone on which Council will hold a Public Hearing earlier on the same Agenda and date. Notice of Public Hearing to be published on October 4, 2002, prior to Public Hearing on this Council date of October 14, 2002.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Ordinance and Public Hearing Notice		Joint Committee on Tax Abatement, CCCCD, Collin County Community College			

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building (1520 Avenue K) at 7:00 p.m. on Monday, October 14, 2002, to consider the creation of Reinvestment Zone No. 72 in accordance with V.T.C.A., Tax Code §312.201 as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 72 located at 3301 E. Plano Parkway and being a 4.6157-acre tract of land located at 3301 E. Plano Parkway, Suite 100, and situated in the J.B. Roundtree Survey, Abstract No. 759 and the J. T. McCollough Survey, Abstract No. 633, in Collin County, Texas, and being a part of a tract of land described by instrument to Argent Plano Realty, L.P. as recorded in File #99-0011425, Deed Records, Collin County, Texas (D.R.C.C.T.) and being all of Lot 2, Block 1 of the final plat of Plano Tech Center, an addition to the City of Plano, Texas as recorded in Volume M. Page 49, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described by metes and bounds on file in the Finance Department.

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: October 4, 2002

FROM: John F. McGrane 
Director of Finance

CC: Barbara Newell
Exec. Admin. Asst.
Di Zucco – Ordinance
Agenda Item doc

SUBJECT: Tax Abatement for Muratec America, Inc. -- Reinvestment Zone No. 72

Muratec is America's representative of a global communications equipment manufacturer and will lease 52,786 square feet of office space for its corporate headquarters at 3301 E. Plano Parkway, Suite 100. This facility, which will include a distribution, repair and training center, is located on 4.6157 acres, and will employ sixty people effective December 31, 2002.

The tax abatement will be based on the following values: the estimated amount of \$620,000 Real Property Improvements consisting primarily of interior finish-out to a new building, and \$100,000 Business Personal Property. This tax abatement will be for a period of five years from January 1, 2003 through December 31, 2007, and shall be based on amounts equal to 50% for Real Property and 50% for Business Personal Property.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 72 FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT CONSISTING OF A 4.6157-ACRE TRACT OF LAND LOCATED AT 3301 E. PLANO PARKWAY, SUITE 100, IN THE CITY OF PLANO; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 14th day of October, 2002, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits

to the City and to the land included in the zone and the improvements sought are feasible and practical; and

- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 72, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2003.

Section VI. To be eligible for tax abatement a commercial/industrial project shall:

- a) Be located wholly within the zone as established herein.
- b) Have a minimum expenditure on real property improvements equal to or greater than \$620,000, and a minimum expenditure on personalty equal to or greater than \$100,000.
- c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

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- e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreement with the Tenant of the Real Property located within the zone shall provide the terms regarding duration of exemption and share of taxable real property and personalty value from taxation as approved hereunder as shown below:

- a) Duration of Exemption – five (5) consecutive tax years beginning with and including the January 1, 2003 assessment date.
- b) Share of taxes abated -- 50% of taxes on total value of appraised real property improvements which are added; and 50% of taxes on total value of personalty.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property;
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 14th day of October, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 72
Real Property – Metes and Bounds

Being a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759 and the J. T. McCollough Survey, Abstract No. 633, in Collin County, Texas, and being a part of a tract of land described by instrument to Argent Plano Realty, L.P. as recorded in File #99-0011425, Deed Records, Collin County, Texas (D.R.C.C.T.) and being all of Lot 2, Block 1 of the final plat of Plano Tech Center, an addition to the City of Plano, Texas as recorded in Volume M. Page 49, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a ½-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") found at the southeast end of a corner clip located at the intersection of the north line of Plano parkway (105 feet wide) and the east line of Klein Road (60 feet wide), being the southwest corner of Lot 1 of said Block 1:

THENCE South 89 degrees 47 minutes 30 seconds East, along said north line, a distance of 48.72 feet to a ½-inch iron rod with cap found for the point of curvature of a circular curve to the left having a radius of 661.21 feet;

THENCE Northeasterly, continuing along said north line and along said curve, through a central angle of 47 degrees 12 minutes 09 seconds, an arc distance of 544.73 feet to an "X" in concrete found for THE POINT OF BEGINNING of the herein described tract, said point being the southwest corner of Lot 2 of said Plano Tech Center;

THENCE North 46 degrees 59 minutes 16 seconds West, departing said north line and along the common line between said Lots 1 and 2, a distance of 91.36 feet to an "X" in concrete set for corner;

THENCE North 54 degrees 21 minutes 28 seconds West, continuing along said common line, a distance of 200.48 feet to an "X" in concrete found for corner, said point being a common corner for Lots 1, 2, and 4 of said Block 1;

THENCE North 00 degrees 12 minutes 30 seconds East, along the common line between said Lots 4 and 2, a distance of 124.33 feet to an "X" in concrete found for the beginning of a non-tangent curve to the right having a radius of 1136.28 feet and whose chord bears North 35 degrees 15 minutes 17 seconds East, 230.78 feet;

THENCE Northerly, continuing along said common line and along said curve to the right, through a central angle of 11 degrees 39 minutes 25 seconds, an arc distance of 231.18 feet to an "X" in concrete found for corner;

THENCE North 52 degrees 07 minutes 16 seconds East, continuing along said common line, a distance of 299.70 feet to an "X" in concrete found for corner, said point being a common corner for Lots 2, 4, 5 and 3 of said Block 1;

THENCE South 33 degrees 40 minutes 27 seconds East, along the common line between said Lots 2 and 3, a distance of 349.28 feet to an aluminum disk in concrete found for corner on the aforementioned northerly line of said Plano Parkway, said point being on a non-tangent circular curve to the left having a radius of 769.00 feet and whose chord bears South 42 degrees 57 minutes 14 seconds West, 356.02 feet;

THENCE Southwesterly, along said northerly line and along said curve, through a central angle of 26 degrees 46 minutes 07 seconds, an arc distance of 359.28 feet to a ½-inch iron rod with cap found for the point of reverse curvature of a circular curve to the right having a radius of 661.21 feet;

THENCE Southwesterly, continuing along said north line and along said curve, through a central angle of 13 degrees 26 minutes 11 seconds, an arc distance of 155.06 feet to the POINT OF BEGINNING AND CONTAINING 201,062 square feet or 4.6157 acres of land, more or less.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>as</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John F. McGrane</i>		<i>MS</i>	<i>10/03/02</i>	
Agenda Coordinator (include phone #):		Sandy Gaugler X7479		(rev. 1/02)	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, AND MURATEC AMERICA, INC., AND PROVIDING FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT FOR MURATEC AMERICA, INC., AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL					
COMMENTS: The fiscal impact of this item is contingent upon the value of improvements made to the property. Real Property improvements, the subject of this tax abatement agreement, are estimated to have an approximate taxable value of not less than \$620,000; the Business Personal Property is estimated to have an approximate taxable value of not less than \$100,000; and the creation of at least 60 jobs. The proposed Real Property and Business Personal Property tax abatement on the improvements will begin January 1, 2003 and continue through the year 2007, and will be equal to 50% for five (5) years.					
SUMMARY OF ITEM					
A request by and Muratec America, Inc. for a Tax Abatement. Office Facility -- Reinvestment Zone No. 72.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution and Tax Abatement Agreement		Joint Committee on Tax Abatement, Collin County, CCCC			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, AND MURATEC AMERICA, INC., AND PROVIDING FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT FOR MURATEC AMERICA, INC., AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District and and Muratec America, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

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

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 14th day of October, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, Muratec America, Inc. is the Tenant of the Real Property. This Agreement shall be terminated should the Real Property not be occupied by Muratec, its successors or affiliates.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory, supplies and leased property, used within Reinvestment Zone No. 72, which shall be hereinafter referred to as the "Personalty." The Personalty is presently estimated to have an approximate taxable value of One Hundred Thousand Dollars (\$100,000), and is or will be owned by Muratec or its affiliates. Muratec shall timely render its personal property value each year to the Central Appraisal District.

3. Muratec, as Owner of the Personalty, may not relocate, for Purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. Muratec estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in approximately 60 jobs at the Development in Plano when the Real Property Improvements are completed.

IMPROVEMENTS

5. The Muratec shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of interior finish-out to a new building consisting of not less than 52,786 gross square feet with an initial expenditure of not less than Six Hundred Twenty Thousand Dollars (\$620,000) on or before December 31, 2002; provided that Muratec shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if Muratec is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Muratec has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Muratec including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Muratec), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Muratec agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Muratec further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local

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laws and regulations or valid waiver thereof. In further consideration, Muratec shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: Office building where Muratec or its affiliates will initially employ approximately 60 employees, referred to herein as the "Purposes."

DEFAULT

7. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) The Improvements are not completed in accordance with this Agreement;

(b) Muratec allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Muratec fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before December 31, 2002; or

(d) The value of the Improvements to Real Property and the value of Personalty placed on the improved Real Property on December 31, 2002, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) Muratec fails to employ at least 75% of its employee commitment as provided in paragraph 4 above; or

(f) Muratec fails to provide annual certification as required in paragraph 10 below.

8. In the event that the Muratec defaults under this Agreement then the City or Taxing Units shall give the Muratec written notice of such default and if the Muratec has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City and Taxing Units. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after Muratec fails to cure same in accordance herewith, this Agreement shall immediately terminate with respect to the tax abatements attributable to the Improvements and/or Personalty and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above and after Muratec fails to cure same in accordance herewith, this Agreement shall immediately terminate with respect to the tax abatements attributable to the Improvements and/or Personalty and all taxes,

including previously abated taxes which would have been paid to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the Muratec, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Muratec unless written permission is first granted by the City and Taxing Units, which permission shall be at the reasonable discretion of the City and Taxing Units, except under the following conditions:

(a) Assignment to an affiliate of Muratec is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Muratec to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Muratec shall continue to conduct business on the subject premises, and shall remain the primary tenant.

However, Muratec agrees to give written notice to the City and Taxing Units of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) thereof.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Improvements and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

(a) The tax abatements as to the Improvements and Personalty, as provided for herein, shall be for a period of five (5) tax years, from January 1, 2003, through December 31, 2007.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the value of the Improvements

and fifty percent (50%) of the Personalty for each tax year from January 1, 2003, through December 31, 2007.

(c) The Muratec shall have the right to protest and/or contest any assessment of the Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Ron Harris
County Judge
Collin County Commissioners Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Blvd.
Plano, Texas 75093

For Muratec by notice to:

Muratec America, Inc.
Attn: Mr. Jack Boyett
3301 E. Plano Parkway
Plano, Texas 75074-7202

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Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The Muratec further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Muratec) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, City and Taxing Units shall have the continuing right (upon reasonable prior notice to Muratec) to inspect the Improvements and Personalty to insure that they are thereafter maintained, operated and occupied in accordance with this Agreement.

15. It is understood and agreed between the parties that the Muratec, in performing their obligations hereunder, are acting independently, and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties and Muratec agree to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Muratec's default of their obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 14th day of October, 2002, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on the ____ day of _____, 2002, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the _____ day of _____, 2002, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by Muratec pursuant to authority granted by corporate resolution.

21. This instrument shall constitute a valid and binding agreement between the City, Muratec, when executed in accordance herewith, regardless of whether any other **TAXING UNIT** executes this Agreement. This shall constitute a valid and binding Agreement between such **TAXING UNITS**, Muratec when executed on behalf of said parties, for the abatement of such **TAXING UNIT's** taxes in accordance therewith.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this 14th day of October, 2002.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ATTEST:

COMMISSIONERS COURT OF COLLIN COUNTY

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

CHAIRMAN

ATTEST:

MURATEC AMERICA, INC., a North Carolina, USA Foreign Business Corporation

By: _____
Hideki Mori, President & CEO

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 72
Real Property -- Metes and Bounds

Being a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759 and the J. T. McCollough Survey, Abstract No. 633, in Collin County, Texas, and being a part of a tract of land described by instrument to Argent Plano Realty, L.P. as recorded in File #99-0011425, Deed Records, Collin County, Texas (D.R.C.C.T.) and being all of Lot 2, Block 1 of the final plat of Plano Tech Center, an addition to the City of Plano, Texas as recorded in Volume M. Page 49, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a ½-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") found at the southeast end of a corner clip located at the intersection of the north line of Plano parkway (105 feet wide) and the east line of Klein Road (60 feet wide), being the southwest corner of Lot 1 of said Block 1:

THENCE South 89 degrees 47 minutes 30 seconds East, along said north line, a distance of 48.72 feet to a ½-inch iron rod with cap found for the point of curvature of a circular curve to the left having a radius of 661.21 feet;

THENCE Northeasterly, continuing along said north line and along said curve, through a central angle of 47 degrees 12 minutes 09 seconds, an arc distance of 544.73 feet to an "X" in concrete found for THE POINT OF BEGINNING of the herein described tract, said point being the southwest corner of Lot 2 of said Plano Tech Center;

THENCE North 46 degrees 59 minutes 16 seconds West, departing said north line and along the common line between said Lots 1 and 2, a distance of 91.36 feet to an "X" in concrete set for corner;

THENCE North 54 degrees 21 minutes 28 seconds West, continuing along said common line, a distance of 200.48 feet to an "X" in concrete found for corner, said point being a common corner for Lots 1, 2, and 4 of said Block 1;

THENCE North 00 degrees 12 minutes 30 seconds East, along the common line between said Lots 4 and 2, a distance of 124.33 feet to an "X" in concrete found for the beginning of a non-tangent curve to the right having a radius of 1136.28 feet and whose chord bears North 35 degrees 15 minutes 17 seconds East, 230.78 feet;

THENCE Northerly, continuing along said common line and along said curve to the right, through a central angle of 11 degrees 39 minutes 25 seconds, an arc distance of 231.18 feet to an "X" in concrete found for corner;

THENCE North 52 degrees 07 minutes 16 seconds East, continuing along said common line, a distance of 299.70 feet to an "X" in concrete found for corner, said point being a common corner for Lots 2, 4, 5 and 3 of said Block 1;

THENCE South 33 degrees 40 minutes 27 seconds East, along the common line between said Lots 2 and 3, a distance of 349.28 feet to an aluminum disk in concrete found for corner on the aforementioned northerly line of said Plano Parkway, said point being on a non-tangent circular curve to the left having a radius of 769.00 feet and whose chord bears South 42 degrees 57 minutes 14 seconds West, 356.02 feet;

THENCE Southwesterly, along said northerly line and along said curve, through a central angle of 26 degrees 46 minutes 07 seconds, an arc distance of 359.28 feet to a ½-inch iron rod with cap found for the point of reverse curvature of a circular curve to the right having a radius of 661.21 feet;

THENCE Southwesterly, continuing along said north line and along said curve, through a central angle of 13 degrees 26 minutes 11 seconds, an arc distance of 155.06 feet to the POINT OF BEGINNING AND CONTAINING 201,062 square feet or 4.6157 acres of land, more or less.

Agreement
Muratec America, Inc. (72)(SG)

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**EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 72**

This letter certifies that Muratec America, Inc. is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of November 1, _____. The term of this Agreement is January 1, 2003 through December 31, 2007. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

MURATEC AMERICA, INC., A North
Caroline, USA Foreign Business
Corporation

By: _____
Hideki Mori, President & CEO

Date

NOTE:

This signed and witnessed certification form should be mailed to:

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

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October 8, 2002

TO: Honorable Mayor & City Council
FROM: Michael Davidoff, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 7, 2002

At its meeting of October 7, the Planning & Zoning Commission took action on the following:

Public Hearing: Zoning Case 2002-47

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2-814 (General Residential District), Subsection 2-502 (Schedule of Permitted Uses) of Article 2 (Zoning Districts and Uses), and related subsections of the Zoning Ordinance. Proposed changes relate to building setbacks, lot dimensions and size, building height, and exterior building design and materials.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended that the GR district and related sections of the Zoning Ordinance be amended as shown in the following attachment. (New language is underlined; strikethroughs note language to be eliminated.)

JZ/lj

FOR CITY COUNCIL MEETING OF: October 14, 2002 (To view the agenda for this meeting, see www.planotx.org)

GR - GENERAL RESIDENTIAL

A. PURPOSE - The "GR" district is intended to provide for infill residential development that is consistent with the unique character of the "Douglass Community" near downtown Plano. It includes standards that are consistent with the size, dimensions, and configuration of existing lots, and contains special design and material requirements that are compatible with existing structures in the neighborhoods. a variety of residential uses types and densities in and near the "downtown" area of Plano where the first shopping, employment and residential sections of Plano were developed and where a flexible zoning category is necessary to allow for the continued use, rehabilitation, and redevelopment of these older areas.

B. PERMITTED USES - (See Section 5-100 for site plan requirements)

1. Single-Family Residence, Detached
- ~~2. Single-Family Residence, Attached~~
2. Two-Family Residence
3. Church and Rectory⁴
4. Park, Playground, or Community Center
5. School, Public or Parochial

See Schedule I, Permitted Uses, for a complete listing.

C. AREA, YARD, AND BULK REQUIREMENTS (ZC 2000-25; Ordinance No. 2000-4-24)

	SINGLE-FAMILY-DETACHED	SINGLE-FAMILY-ATTACHED	TWO-FAMILY
1. Minimum Lot Area	4,000- <u>3,000</u> sq. ft.	2,700 sq. ft.	8,000 <u>6,000</u> sq. ft.
2. Minimum Lot Width	40- <u>30</u> feet	25 feet	70- <u>55</u> feet
--of Corner Lot	45- <u>30</u> feet	30 feet	75- <u>55</u> feet
3. Minimum Lot Depth	400- <u>90</u> feet	90 feet	400- <u>90</u> feet
4. Minimum Front Yard	25- <u>10</u> feet	25 feet (a)	25- <u>10</u> feet
-- for Garage Facing Street	<u>20 feet</u> See Note (a)		<u>20 feet</u> See Note (a)
5. <u>Maximum Front Yard</u>	<u>15 feet*</u>		<u>15 feet*</u>
-- for Garage	<u>none</u>		<u>none</u>

5.6. <u>Minimum Side Yard</u> --of Corner Lot <u>-- for Garage Facing Side Street</u> <u>-- for Garage Facing Alley</u>	<u>Six-Five</u> feet <u>45-Five</u> feet See Note (b)** <u>20</u> feet <u>20</u> feet	See Note (b) <u>15-feet</u> (c)*	<u>Seven-Five</u> feet <u>45-Five</u> feet See Note (b)** <u>20</u> feet <u>20</u> feet
7. <u>Minimum Rear Yard</u>	<u>Ten-Five</u> feet See Note (c)	<u>Ten</u> feet (d)	<u>Ten</u> feet See Note (c)
8. <u>Minimum Floor Area Per Dwelling Unit</u>	800 square feet	800 square feet	800 square feet
9. <u>Maximum Lot Coverage</u>	<u>45%- 50%</u> total See Note (d)	<u>60%</u> total See Note (e)	<u>45%- 50%</u> total See Note (d)
10. <u>Maximum Height</u>	<u>Two- One</u> story ies*** <u>35-30</u> feet*** See Notes (e) (g)	<u>Two</u> stories <u>35</u> feet (f)	<u>Two- One</u> story ies*** <u>35- 30</u> feet*** See Notes (e) (g)
11. <u>Minimum Open Space</u>	N/A	See Note (g)	N/A
12. <u>Parking Requirements</u>	<u>Two/unit</u> (h) <u>One/unit</u> See Note (f)	<u>2.25/unit</u> (h)	<u>Two/unit</u> (h) <u>One/unit</u> See Note (f)

* Does not apply to non-residential uses included in the GR district.

** Street Side

*** Non-residential uses allowed in the GR district shall have a maximum height of 2 stories and 35 feet.

D. SPECIAL REQUIREMENTS: The Douglass Community has special elements that should be maintained to perpetuate the long-term character and viability of the community. The following provisions are required for that purpose:

1. Front porches – Covered porches shall be located along the front of any housing structure and shall be a minimum 40 square feet per unit. Each porch shall have a minimum dimension of 4 feet.
2. Siding materials – Homes and garages shall be constructed of overlapping, horizontal wood siding; overlapping, horizontal cementitious siding; overlapping, horizontal aluminum or vinyl siding; and brick. Exterior plasters and stone are not permitted.

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3. Roofs – Roofs for residential structures and garages shall be “gabled” or “hipped” design with a minimum slope of 6:12 (for every horizontal foot, the roof must rise vertically 6 inches.) The point at which a roof attaches to the residential structure (including attached garages) shall be no less than 7 feet above the top of the foundation.
4. Fences – Fences greater than 40 inches in height shall be set back a minimum of ten (10) feet from the front of a structure and shall be no taller than six (6) feet.

NOTES:

- a. Except as provided in Section 3-500.
- b. ~~No complex of attached one family dwellings shall exceed 200 feet in length.

A minimum required side yard of five feet shall be provided at the end of each single family attached dwelling complex so that the ends of any two adjacent building complexes shall be at least ten feet apart.~~
- b. See Section 3-600
- c. See Section 3-700
- d. Total includes percentage permitted for main structure and 10% additional coverage permitted for accessory buildings. (See Section 3-701)
- e. See Section 3-800.
- g. ~~Each lot or parcel of land, used for single family attached residences, shall provide usable open space totaling 12% of the area of the lot or parcel. The usable open space shall have a maximum coverage of 10% and shall be exclusive of street and alley rights of way and/or easements, individually platted lots without open space easements, private yards, and patios. The 12% shall be computed as percentages of total platted area of an SF-A subdivision excluding the rights of way for major and secondary thoroughfares (as described in the current Comprehensive Plan of the City of Plano). At the time of site plan and/or subdivision plat approval, the Planning & Zoning Commission and/or City Council may give full or partial credit for open areas that exceed the maximum slope or which are otherwise unusable if it is determined that such areas are environmentally or aesthetically significant and their existence enhances the development.~~
- f. See Section 3-1100, Parking Requirements.
- g. A maximum of 50% of attic floor area may be used as second floor living space.

3-1109 Schedule of Off-Street Parking

Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated. Where calculation in accordance with the following results in requiring a fractional space, any fraction less than 0.5 shall be disregarded, and any fraction of 0.5 or more shall require one space.

1. FOR THE FOLLOWING ZONING DISTRICTS OR USES	THE MINIMUM REQUIRED OFF-STREET PARKING OR SPACES FOR RESIDENTIAL USES SHALL BE:
a. A, Agricultural District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
b. ED, Estate Development District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
c. One-Family or Two-Family Dwellings	<ul style="list-style-type: none"> • Two spaces for each dwelling unit <u>except for the GR district. (See 2-814-C)</u>
d. Single-Family Attached	<ul style="list-style-type: none"> • 2.25 spaces for each dwelling unit.
e. Multi-Family Dwelling (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • Two spaces for each dwelling unit with one, two, or more bedrooms. • 1.5 spaces for each efficiency unit.
f. Multi-Family Dwelling in BG Districts (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • One bedroom or less - One parking space per unit. • Two bedrooms - 1.5 parking spaces per unit. • Three bedrooms or more - Two parking spaces per unit.

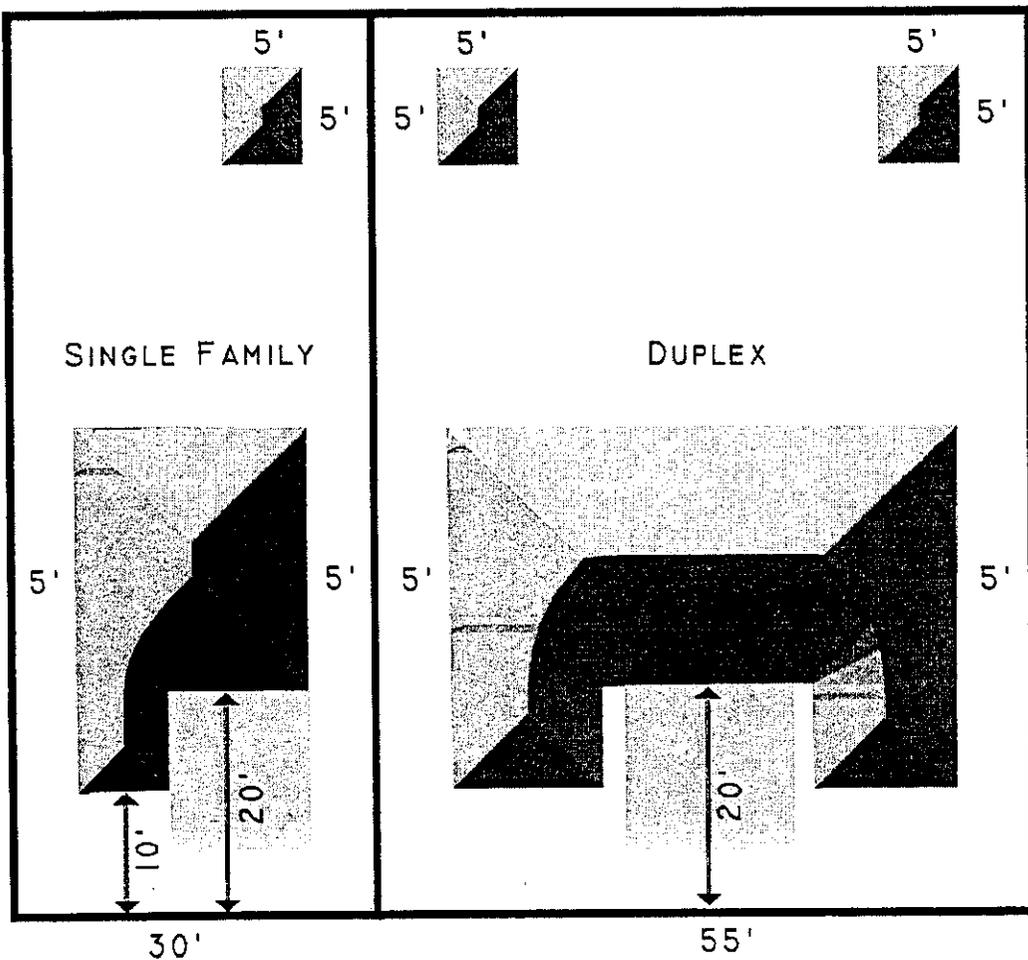
7-6

3-1002 General Fence and Wall Regulations (ZC 2001-21; Ordinance No. 2001-8-26)

In any zoning district where a wall, fence, or screening separation is erected, and is not required under the provision of Section 3-1001, the following standards shall apply:

2. Any fence or wall located to the rear of the front yard setback shall not exceed eight (8) feet in height above the grade of the adjacent property or eight (8) feet when placed on a retaining wall. Walls that screen loading docks, loading spaces, and ground-mounted mechanical units may exceed eight (8) feet in height if necessary for adequate visual screening. The maximum height for fences in the General Residential (GR) district is six (6) feet. (See 2-814-D-4)

ILLUSTRATIONS OF PROPOSED ZONING -- DOUGLASS COMMUNITY



LOT LAYOUTS

(Showing Lot Dimensions and Setbacks)

SCALE
1" = 12'

7-8

Height & Roof Design

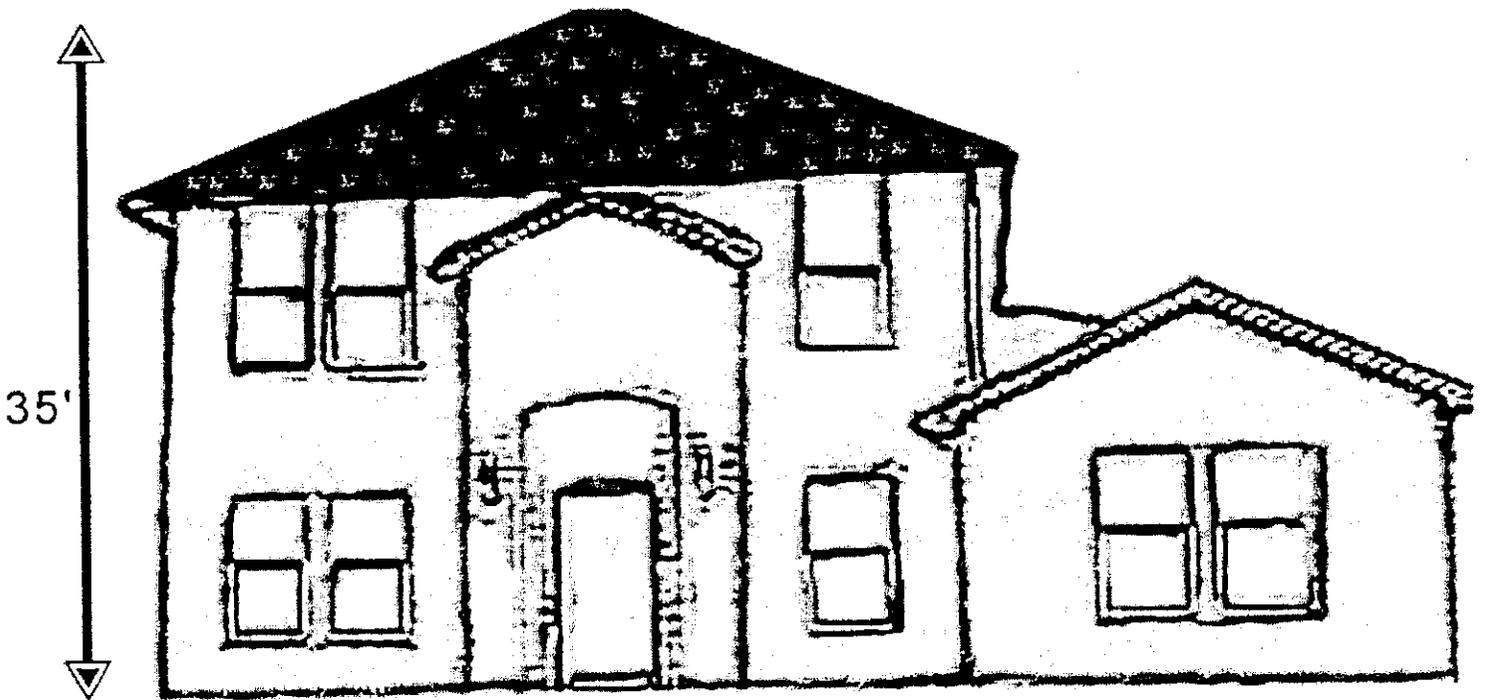
Roof Pitch 6" up, 12" over

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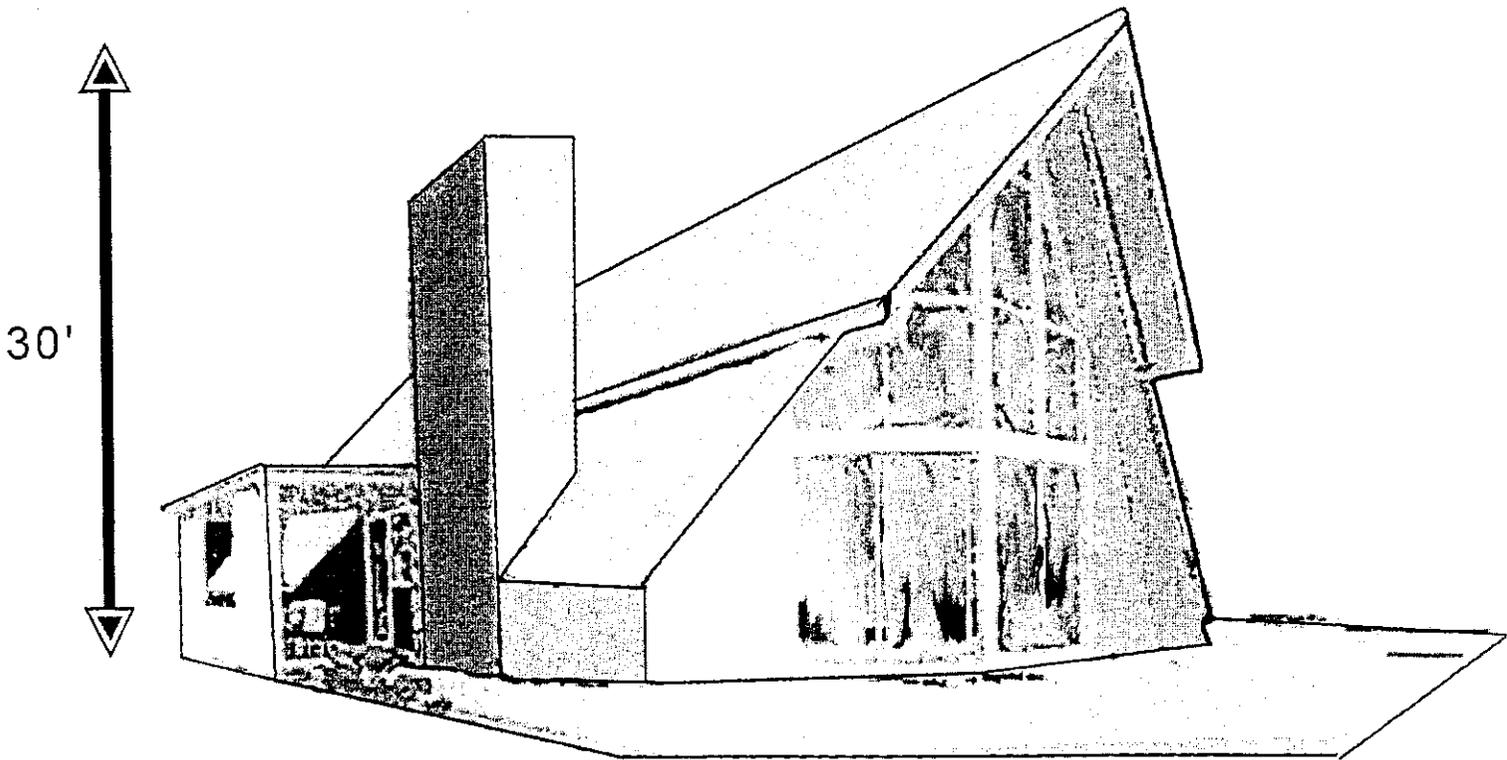
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NOT THIS



7-10

NOT THIS
"A Frames"



7-11

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 7, 2002

Agenda No. 5

Public Hearing: Zoning Case 2002-47

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2-814 (General Residential District), Subsection 2-502 (Schedule of Permitted Uses) of Article 2 (Zoning Districts and Uses), and related subsections of the Zoning Ordinance. Proposed changes relate to building setbacks, lot dimensions and size, building height, and exterior building design and materials.

REMARKS:

Over the last several years, a number of non-profit organizations and the City of Plano have constructed new homes and/or relocated other homes on lots in the Douglass Community. Due to zoning requirements, it was often difficult to find suitably sized lots. When suitable lots were found, new homes were often built with greater setbacks than other homes on the block and looked out of place with their surroundings.

Staff has been working with representatives of the Douglass Community (see attached map of the area) for more than a year to develop a zoning approach that would:

- Ensure that the zoning of the area is consistent with the existing lot configuration and does not discourage infill development in the neighborhood; and
- Ensure that infill development does not compromise the character and integrity of the neighborhood.

Options considered during the process included:

- Heritage Resource Designation - This applies an overlay district for the neighborhood to ensure that all major exterior changes to the structures are carefully restored to their original form over time. This also requires a finding that existing structures in the area are consistent with established criteria for designation.

7-12

- Conservation District - This option provides for protection of the basic character of a neighborhood without forcing detailed restoration of individual structures to the original form.

After considerable discussion, a consensus was reached that a conservation district, or a similar approach, would be most appropriate for this neighborhood. There was concern that the strict criteria and procedures of a heritage district would discourage maintenance, remodeling, and infill development in the neighborhood. Additional evaluation determined that amending the current General Residential (GR) zoning would accommodate the intent of a conservation district without requiring major changes to the ordinance, as a whole. GR zoning applies to only one location in Plano, the Douglass Community, and amending it would not affect other areas of the city. The necessary changes could also occur without establishing new sections and subsections of the Zoning Ordinance.

During these discussions, the residents were asked to identify key objectives to accomplish during this process. They included:

- Provide a simple, straight-forward approach that does not add new "obstacles" to the development process;
- Ensure that front yard setbacks are consistent with that of current block faces;
- Ensure that standards for lot sizes and dimensions are consistent with those of the existing lots, since many lots cannot be developed using current regulations;
- Ensure that the design, scale, profile, and materials of new homes "fit" the existing neighborhood; and
- Help maintain the cohesiveness and social interaction of the neighborhood.

In response to these objectives amendments such as the following are included:

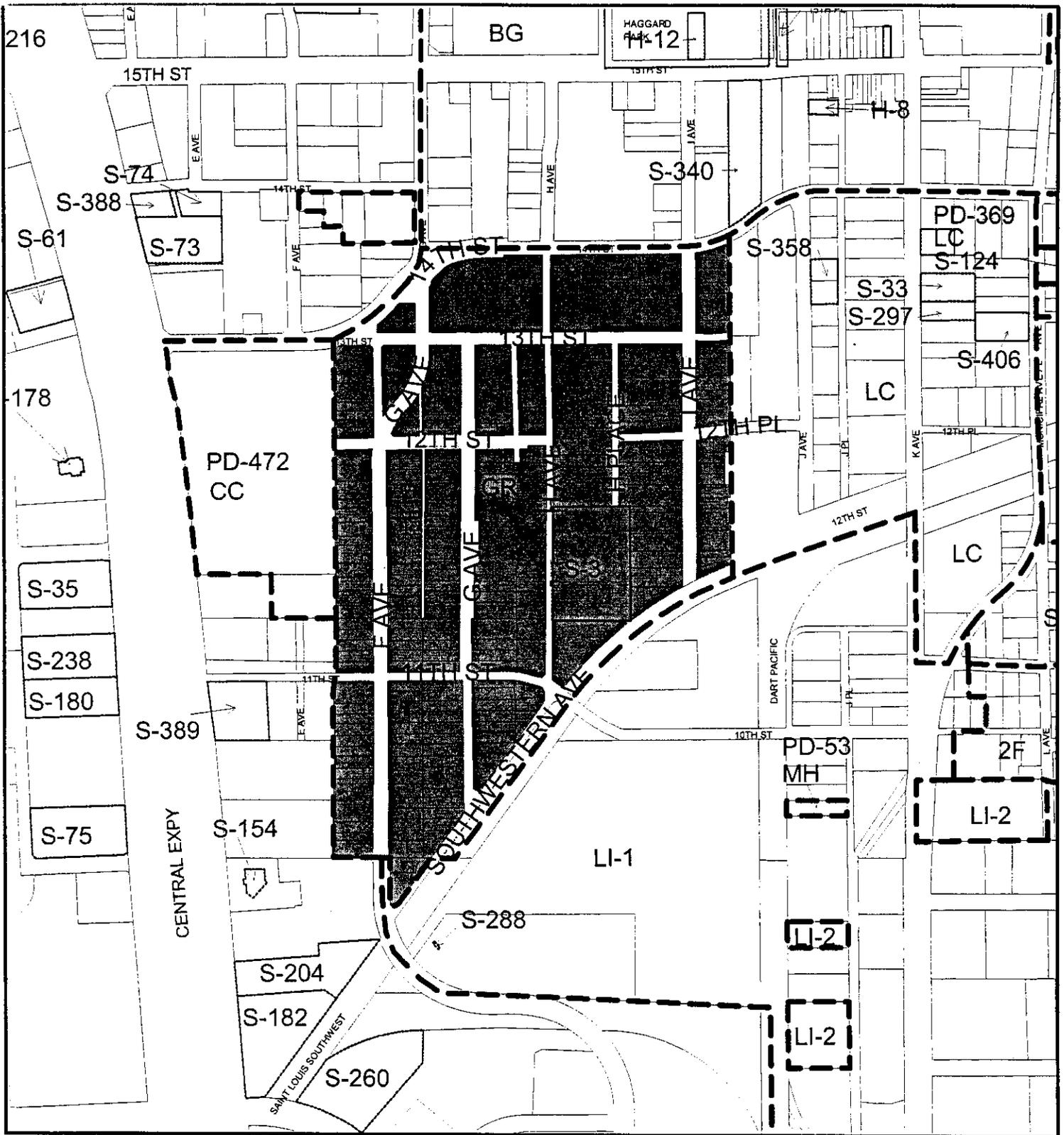
- Definitive standards that can be applied through the current permitting process with no "extra" steps;
- Reduced front yard setbacks with both minimum and maximum requirements to ensure that structures are placed closer to the street;
- Reduced maximum widths, depths, and land area for lots in the district so they can accommodate infill development;

- Reduced maximum height to one and one-half story homes, because typical two-story homes would contrast significantly with existing structures, by allowing one full floor plus 50% usage of the second floor;
- Allowances for siding materials such as wood, aluminum siding, and vinyl siding with the elimination of exterior plasters and stone which are inconsistent with current exterior treatments;
- Requirement of covered front porches consistent with those of current homes to help maintain the physical and social character of the community; and
- Elimination of single-family, attached housing (town homes) that would not be consistent in character and density with the existing community.

RECOMMENDATIONS:

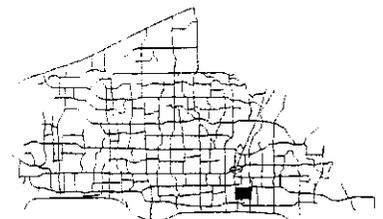
Recommended that the GR district and related sections of the Zoning Ordinance be amended as shown in the following attachment. (New language is underlined; strikethroughs note language to be eliminated.)

7-14



**ZONING CASE
2002-47**

**EXISTING ZONING:
GR**



○ 200' Notification Buffer

7-15

7-16

USES

USES	RESIDENTIAL DISTRICTS												NON-RESIDENTIAL DISTRICTS																		
	Agricultural	Estate Development	Single-Family-20	Single-Family-9	Single-Family-7	Single-Family-6	Patio Home	Two Family Residence (Duplex)	SF- Single-Family-Attached	Mobile Home	Retirement Housing	MF- Multi-Family Residence-1	MF- Multi-Family Residence-2	MF- Multi-Family Residence-3	GR Urban Residential	General Residential	Urban Residential	Neighborhood Office	General Office	Retail	Downtown Business/Government (ZC 99-10)	Light Commercial (ZC 98-67)	Commercial Employment	CB- Central Business-1	LI- Light Industrial-1	LI- Light Industrial-2	Regional Employment (ZC 00-68)	Regional Commercial (ZC 00-68)	Research/Technology Center (ZC 98-69)	Corridor Commercial (ZC 98-68)	
Boarding/Rooming House																															
Mobile Home/Trailer Park									P																						
Multi-Family Residence (1)											P	P	P																		
Private Street Development																															
Single-Family Residence (Attached)																															
Single-Family Residence (Detached)																															
Studio Residence																															
Two Family Residence																															

PRIMARY RESIDENTIAL USES

USES	A	ED	SF-20	SF-9	SF-7	SF-6	PH	2F	A	MH	RH	1	2	3	GR	UR	0-1	0-2	R	BG	LC	CE	1	1	2	RC	RC	RT	CC	
Boarding/Rooming House																														
Mobile Home/Trailer Park										P																				
Multi-Family Residence (1)												P	P	P																
Private Street Development																														
Single-Family Residence (Attached)																														
Single-Family Residence (Detached)																														
Studio Residence																														
Two Family Residence																														

* Note: Single-Family Residence (Attached) is no longer an allowed use.

Permissible Use = P
 Residential Adjacency Standard = R
 Specific Use Permit = S
 See numbered endnotes following Use Charts.

GR - GENERAL RESIDENTIAL

A. PURPOSE - The "GR" district is intended to provide for infill residential development that is consistent with the unique character of the "Douglass Community" near downtown Plano. It includes standards that are consistent with the size, dimensions, and configuration of existing lots, and contains special design and material requirements that are compatible with existing structures in the neighborhoods. a variety of residential uses types and densities in and near the "downtown" area of Plano where the first shopping, employment and residential sections of Plano were developed and where a flexible zoning category is necessary to allow for the continued use, rehabilitation, and redevelopment of these elder areas.

B. PERMITTED USES - (See Section 5-100 for site plan requirements)

1. Single-Family Residence, Detached
- ~~2. Single-Family Residence, Attached~~
2. Two-Family Residence
3. Church and Rectory⁴
4. Park, Playground, or Community Center
5. School, Public or Parochial

See Schedule I, Permitted Uses, for a complete listing.

C. AREA, YARD, AND BULK REQUIREMENTS (ZC 2000-25; Ordinance No. 2000-4-24)

	SINGLE-FAMILY-DETACHED	SINGLE-FAMILY-ATTACHED	TWO-FAMILY
1. Minimum Lot Area	4,000 <u>3,000</u> sq. ft.	2,700 sq. ft.	8,000 <u>6,000</u> sq. ft.
2. Minimum Lot Width	40 <u>30</u> feet	25 feet	70 <u>55</u> feet
--of Corner Lot	45 <u>30</u> feet	30 feet	75 <u>55</u> feet
3. Minimum Lot Depth	100 <u>90</u> feet	90 feet	100 <u>90</u> feet
4. Minimum Front Yard	25 <u>10</u> feet	25 feet (a)	25 <u>10</u> feet
<u>-- for Garage Facing Street</u>	<u>20 feet</u> See Note (a)		<u>20 feet</u> See Note (a)
5. <u>Maximum Front Yard</u>	<u>15 feet*</u>		<u>15 feet*</u>
<u>-- for Garage</u>	<u>none</u>		<u>none</u>

5.6. Minimum Side Yard --of Corner Lot -- for Garage Facing Side Street -- for Garage Facing Alley	Six <u>Five</u> feet 15- <u>Five</u> feet See Note (b)** <u>20</u> feet <u>20</u> feet	See Note (b) 15-foot (c)*	Seven <u>Five</u> feet 15- <u>Five</u> feet See Note (b)** <u>20</u> feet <u>20</u> feet
7. Minimum Rear Yard	Ten <u>Five</u> feet See Note (c)	Ten foot (d)	Ten feet See Note (c)
8. Minimum Floor Area Per Dwelling Unit	800 square feet	800 square feet	800 square feet
9. Maximum Lot Coverage	45%- <u>50%</u> total See Note (d)	60% total See Note (e)	45%- <u>50%</u> total See Note (d)
10. Maximum Height	Two <u>One</u> story ies*** 35- <u>30</u> feet*** See Notes (e) (g)	Two stories 35 feet (f)	Two <u>One</u> story ies*** 35- <u>30</u> feet*** See Notes (e) (g)
11. Minimum Open Space	N/A	See Note (g)	N/A
12. Parking Requirements	Two /unit (h) <u>One</u> /unit See Note (f)	2.25/unit (h)	Two /unit (h) <u>One</u> /unit See Note (f)

- * Does not apply to non-residential uses included in the GR district.
- ** Street Side
- *** Non-residential uses allowed in the GR district shall have a maximum height of 2 stories and 35 feet.

D. SPECIAL REQUIREMENTS: The Douglass Community has special elements that should be maintained to perpetuate the long-term character and viability of the community. The following provisions are required for that purpose:

1. Front porches – Covered porches shall be located along the front of any housing structure and shall be a minimum 40 square feet per unit. Each porch shall have a minimum dimension of 4 feet.
2. Siding materials – Homes and garages shall be constructed of overlapping, horizontal wood siding; overlapping, horizontal cementitious siding; overlapping, horizontal aluminum or vinyl siding; and brick. Exterior plasters and stone are not permitted.

7-18

3. Roofs – Roofs for residential structures and garages shall be “gabled” or “hipped” design with a minimum slope of 6:12 (for every horizontal foot, the roof must rise vertically 6 inches.) The point at which a roof attaches to the residential structure (including attached garages) shall be no less than 7 feet above the top of the foundation.
4. Fences – Fences greater than 40 inches in height shall be set back a minimum of ten (10) feet from the front of a structure and shall be no taller than six (6) feet.

NOTES:

- a. Except as provided in Section 3-500.
- b. ~~No complex of attached one family dwellings shall exceed 200 feet in length.

A minimum required side yard of five feet shall be provided at the end of each single family attached dwelling complex so that the ends of any two adjacent building complexes shall be at least ten feet apart.~~
- b. See Section 3-600
- c. See Section 3-700
- d. Total includes percentage permitted for main structure and 10% additional coverage permitted for accessory buildings. (See Section 3-701)
- e. See Section 3-800.
- g. ~~Each lot or parcel of land, used for single family attached residences, shall provide usable open space totaling 12% of the area of the lot or parcel. The usable open space shall have a maximum coverage of 10% and shall be exclusive of street and alley rights-of-way and/or easements, individually platted lots without open space easements, private yards, and patios. The 12% shall be computed as percentages of total platted area of an SF-A subdivision excluding the rights of way for major and secondary thoroughfares (as described in the current Comprehensive Plan of the City of Plano). At the time of site plan and/or subdivision plat approval, the Planning & Zoning Commission and/or City Council may give full or partial credit for open areas that exceed the maximum slope or which are otherwise unusable if it is determined that such areas are environmentally or aesthetically significant and their existence enhances the development.~~
- f. See Section 3-1100, Parking Requirements.
- g. A maximum of 50% of attic floor area may be used as second floor living space.

3-1109 Schedule of Off-Street Parking

Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated. Where calculation in accordance with the following results in requiring a fractional space, any fraction less than 0.5 shall be disregarded, and any fraction of 0.5 or more shall require one space.

1. FOR THE FOLLOWING ZONING DISTRICTS OR USES	THE MINIMUM REQUIRED OFF-STREET PARKING OR SPACES FOR RESIDENTIAL USES SHALL BE:
a. A, Agricultural District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
b. ED, Estate Development District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
c. One-Family or Two-Family Dwellings	<ul style="list-style-type: none"> • Two spaces for each dwelling unit <u>except for the GR district. (See 2-814-C)</u>
d. Single-Family Attached	<ul style="list-style-type: none"> • 2.25 spaces for each dwelling unit.
e. Multi-Family Dwelling (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • Two spaces for each dwelling unit with one, two, or more bedrooms. • 1.5 spaces for each efficiency unit.
f. Multi-Family Dwelling in BG Districts (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • One bedroom or less - One parking space per unit. • Two bedrooms - 1.5 parking spaces per unit. • Three bedrooms or more - Two parking spaces per unit.

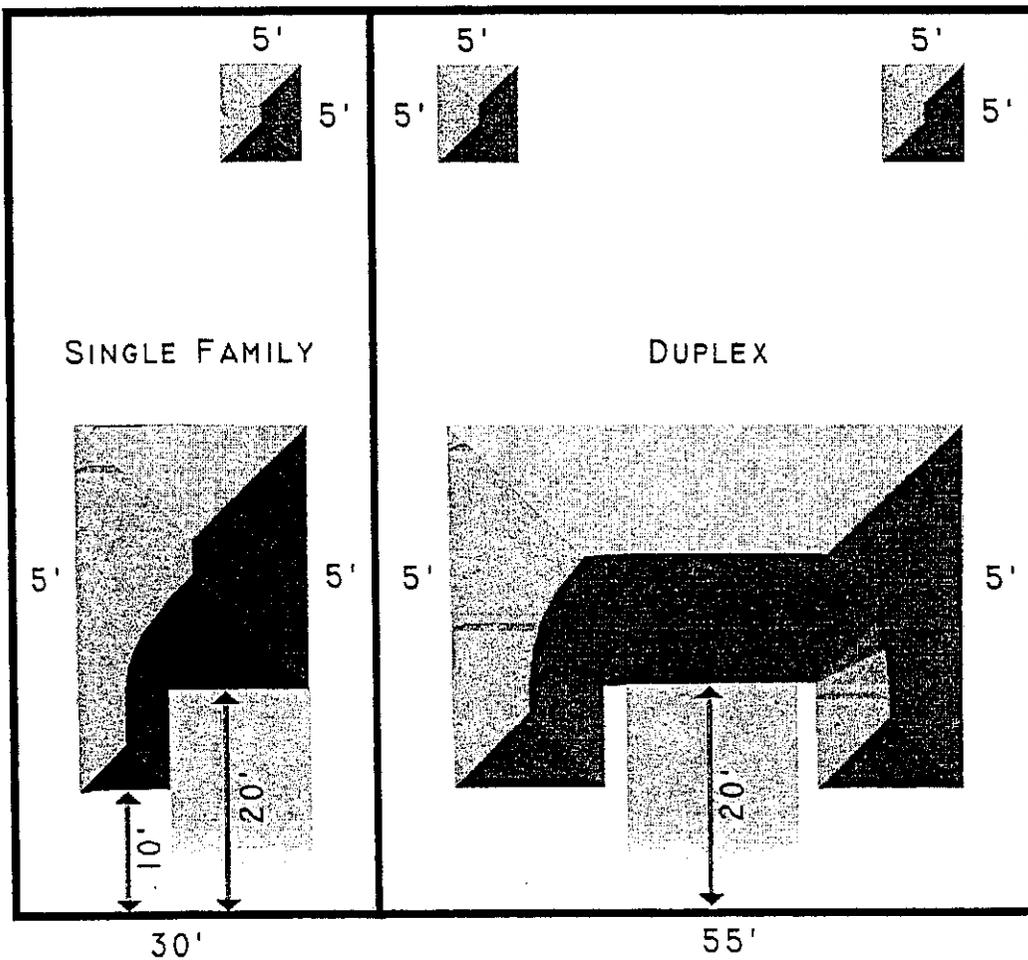
7-20

3-1002 General Fence and Wall Regulations (ZC 2001-21; Ordinance No. 2001-8-26)

In any zoning district where a wall, fence, or screening separation is erected, and is not required under the provision of Section 3-1001, the following standards shall apply:

2. Any fence or wall located to the rear of the front yard setback shall not exceed eight (8) feet in height above the grade of the adjacent property or eight (8) feet when placed on a retaining wall. Walls that screen loading docks, loading spaces, and ground-mounted mechanical units may exceed eight (8) feet in height if necessary for adequate visual screening. The maximum height for fences in the General Residential (GR) district is six (6) feet. (See 2-814-D-4)

ILLUSTRATIONS OF PROPOSED ZONING -- DOUGLASS COMMUNITY



LOT LAYOUTS

(Showing Lot Dimensions and Setbacks)

SCALE
1" = 12'

7-22

Height & Roof Design

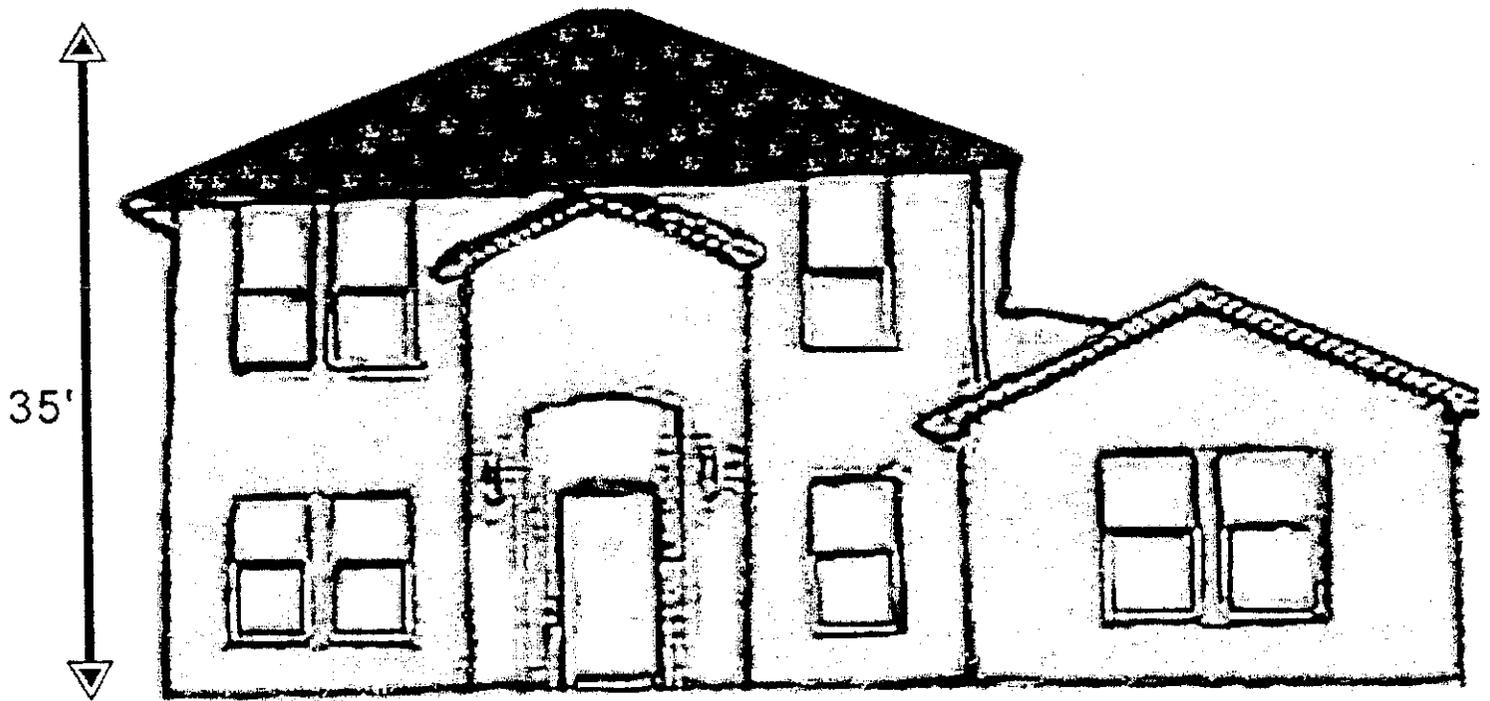
Roof Pitch 6" up, 12" over

THIS



7-23

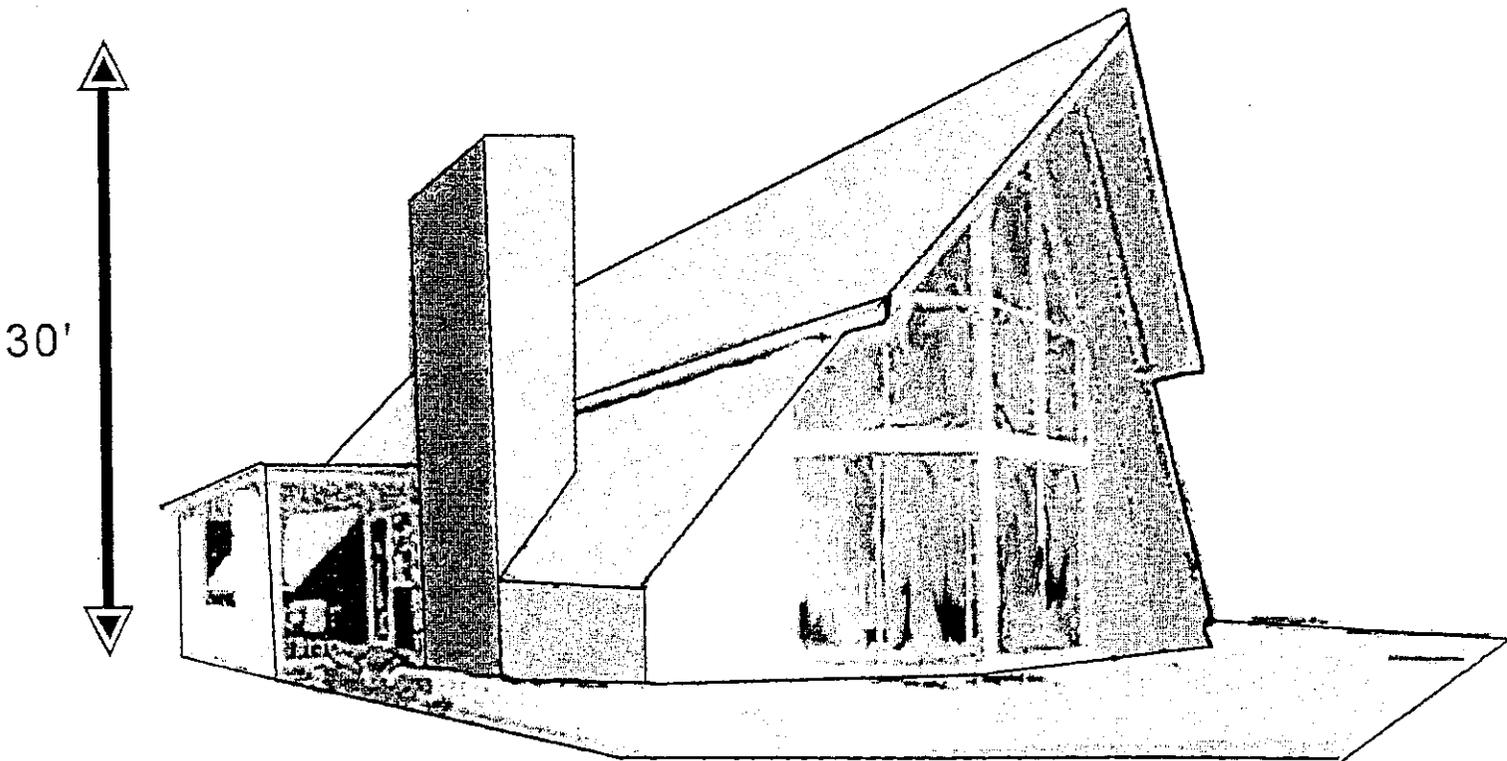
NOT THIS



7-24

NOT THIS

"A Frames"



7-25

ORDINANCE NO. _____
(Zoning Case 2002-47)

AN ORDINANCE OF THE CITY OF PLANO AMENDING SUBSECTION 2-502 (SCHEDULE OF PERMITTED USES) OF SECTION 2-500 (PERMITTED USES) AND SUBSECTION 2-814 (GR - GENERAL RESIDENTIAL) OF SECTION 2-800 (DISTRICT CHARTS) OF ARTICLE 2 (ZONING DISTRICTS AND USES), SUBSECTION 3-1002 (GENERAL FENCE AND WALL REGULATIONS) 2. OF SECTION 3-1000 (SCREENING, FENCE, AND WALL REGULATIONS) AND SUBSECTION 3-1109 (SCHEDULE OF OFF-STREET PARKING) 1.c. OF SECTION 3-1100 (OFF-STREET PARKING AND LOADING) OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS) OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, RELATING TO BUILDING SETBACKS, LOT DIMENSIONS AND SIZE, BUILDING HEIGHT, AND EXTERIOR BUILDING DESIGN AND MATERIALS; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October, 2002, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October, 2002; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Subsection 2-502 (Schedule of Permitted Uses) of Section 2-500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended to delete Single-Family Residential (Attached) as an allowed use in the General Residential zoning district. (See attached use chart.)

Section II. Subsection 2-814 (GR - General Residential) of Section 2-800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended relating to building setbacks, lot dimensions and size, building height, and exterior building design and materials such subsection to read in its entirety as follows:

"2-814 GR - GENERAL RESIDENTIAL

- A. **PURPOSE** - The "GR" district is intended to provide for infill residential development that is consistent with the unique character of the "Douglass Community" near downtown Plano. It includes standards that are consistent with the size, dimensions, and configuration of existing lots, and contains special design and material requirements that are compatible with existing structures in the neighborhoods.
- B. **PERMITTED USES** - (See Section 5-100 for site plan requirements)
 - 1. Single-Family Residence, Detached
 - 2. Two-Family Residence
 - 3. Church and Rectory
 - 4. Park, Playground, or Community Center
 - 5. School, Public or Parochial

See Schedule I, Permitted Uses, for a complete listing.

C. AREA, YARD, AND BULK REQUIREMENTS (ZC 2000-25; Ordinance No. 2000-4-24)

	SINGLE-FAMILY	TWO-FAMILY
1. Minimum Lot Area	3,000 square feet	6,000 square feet
2. Minimum Lot Width	30 feet	55 feet
--of Corner Lot	30 feet	55 feet
3. Minimum Lot Depth	90 feet	90 feet

4. Minimum Front Yard -- for Garage Facing Street	10 feet 20 feet (See Note a.)	10 feet 20 feet (See Note a.)
5. Maximum Front Yard -- for Garage	15 feet* none	15 feet* none
6. Minimum Side Yard --of Corner Lot -- for Garage Facing Side Street -- for Garage Facing Alley	5 feet 5 feet (See Note b.)** 20 feet 20 feet	5 feet 5 feet (See Note b.)** 20 feet 20 feet
7. Minimum Rear Yard	5 feet (See Note c.)	10 feet (See Note c.)
8. Minimum Floor Area Per Dwelling Unit	800 square feet	800 square feet
9. Maximum Lot Coverage	50% total (See Note d.)	50% total See Note d.)
10. Maximum Height	One story*** 30 feet*** (See Notes e. and g.)	One story*** 30 feet*** (See Notes e. and g.)
11. Minimum Open Space	N/A	N/A
12. Parking Requirements	One/unit (See Note f.)	One/unit (See Note f.)

* Does not apply to non-residential uses included in the GR district.

** Street side

*** Non-residential uses allowed in the GR district shall have a maximum height of 2 stories and 35 feet.

D. SPECIAL REQUIREMENTS - The Douglass Community has special elements that should be maintained to perpetuate the long-term character and viability of the community. The following provisions are required for that purpose:

1. Front Porches - Covered porches shall be located along the front of any housing structure and shall be a minimum 40 square feet per unit. Each porch shall have a minimum dimension of 4 feet.

7-28

2. Siding Materials - Homes and garages shall be constructed of overlapping, horizontal wood siding; overlapping, horizontal cementitious siding; overlapping, horizontal aluminum or vinyl siding; and brick. Exterior plasters and stone are not permitted.
3. Roofs - Roofs for residential structures and garages shall be "gabled" or "hipped" design with a minimum slope of 6:12 (for every horizontal foot, the roof must rise vertically 6 inches.) The point at which a roof attaches to the residential structure (including attached garages) shall be no less than 7 feet above the top of the foundation.
4. Fences - Fences greater than 40 inches in height shall be set back a minimum of ten (10) feet from the front of a structure and shall be no taller than six (6) feet.

NOTES:

- a. Except as provided in Section 3-500.
- b. See Section 3-600.
- c. See Section 3-700.
- d. Total includes percentage permitted for main structure and 10% additional coverage permitted for accessory buildings. (See Section 3-701.)
- e. See Section 3-800.
- f. See Section 3-1100, Parking Requirements.
- g. A maximum of 50% of attic floor area may be used as second floor living space."

Section III. Subsection 3-1002 (General Fence and Wall Regulations) 2. of Section 3-1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended relating to building setbacks, lot dimensions and size, building height, and exterior building design and materials such portion of the subsection to read in its entirety as follows:

- "2. Any fence or wall located to the rear of the front yard setback shall not exceed eight (8) feet in height above the grade of the adjacent property or eight (8) feet when placed on a retaining wall. Walls that screen loading docks, loading spaces, and ground-mounted mechanical units may exceed eight (8) feet in height if necessary for adequate visual screening. The maximum height for fences in the General Residential (GR) district is six (6) feet. (See 2-814-D.4.)"

Section IV. Subsection 3-1109 (Schedule of Off-Street Parking) 1.c. of Section 3-1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, such portion of the subsection to read in its entirety as follows:

"1. FOR THE FOLLOWING ZONING DISTRICTS OR USES	THE MINIMUM REQUIRED OFF-STREET PARKING OR SPACES FOR RESIDENTIAL USES SHALL BE:
a. A, Agricultural District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
b. ED, Estate Development District	<ul style="list-style-type: none"> • Two spaces for each dwelling unit.
c. One-Family or Two- Family Dwellings	<ul style="list-style-type: none"> • Two spaces for each dwelling unit except for the GR district. (See 2-814-C.)
d. Single-Family Attached	<ul style="list-style-type: none"> • 2.25 spaces for each dwelling unit.
e. Multi-Family Dwelling (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • Two spaces for each dwelling unit with one, two, or more bedrooms. • 1.5 spaces for each efficiency unit.
f. Multi-Family Dwelling in BG Districts (Ordinance No. 93-8-13)	<ul style="list-style-type: none"> • One bedroom or less - One parking space per unit. • Two bedrooms - 1.5 parking spaces per unit. • Three bedrooms or more - Two parking spaces per unit."

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

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

Section VII. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

7-30

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

Section IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2002.

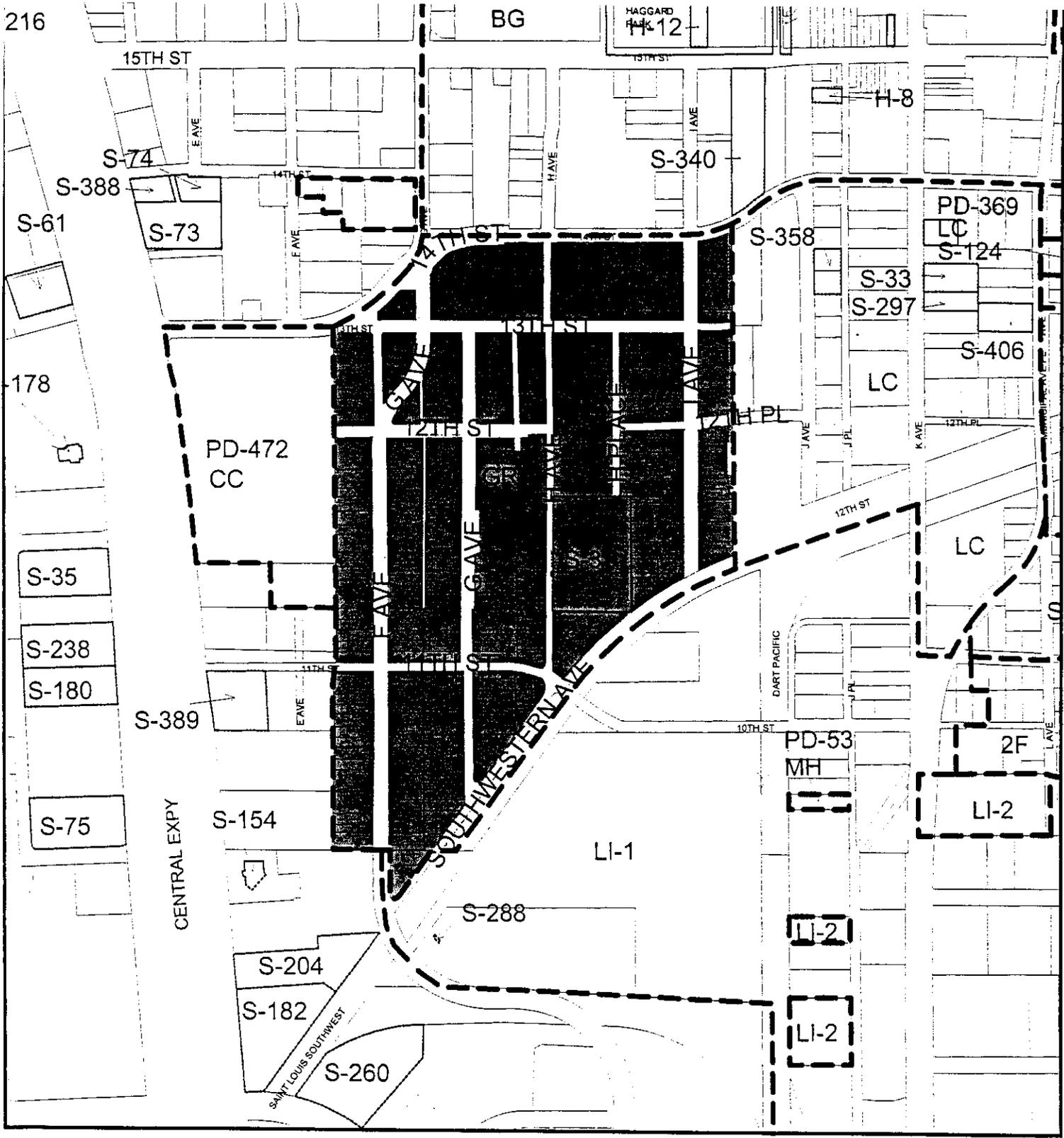
Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



216

BG

HAGGARD #12

15TH ST

S-74

S-340

S-388

S-73

S-61

S-358

PD-369

LC

S-124

S-33

S-297

S-406

LC

178

PD-472
CC

S-35

S-238

S-180

S-389

LC

S-75

CENTRAL EXPY

S-154

DART PACIFIC

PD-53
MH

2F

LI-2

LI-1

S-288

LI-2

S-204

S-182

LI-2

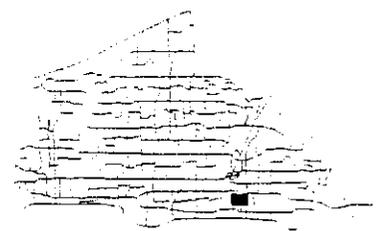
S-260

SANIT LOUIS SOUTHWEST



**ZONING CASE
2002-47**

**EXISTING ZONING:
GR**



○ 200' Notification Buffer



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 10/14/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell		Executive Director	<i>[Signature]</i> 10/8/02
Dept Signature:	<i>P. Quall</i>		City Manager	<i>[Signature]</i> 10/9/02
Agenda Coordinator (include phone #): L. Jobe - 7165				

ACTION REQUESTED:
 ORDINANCE
 RESOLUTION
 CHANGE ORDER
 AGREEMENT
 APPROVAL OF BID
 AWARD OF CONTRACT
 OTHER PUBLIC HEARING

CAPTION

Public Hearing and Reconsideration of the City Council's Action on an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2002-30 - A request to rezone 10.0± acres on the southwest corner of Chase Oaks Boulevard and Future Seabrook Drive from Planned Development-107-Office-2 (PD-107-O-2) to Planned Development-Multi-Family-2 (PD-MF-2). Applicant: Mockingbird Properties

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Councilmembers Lambert and McGee have requested the City Council reconsider its action on the zoning case. The Council denied the appeal by a vote of 6-2 at its August 26th meeting. Council voted 7-1 to reconsider the case at its September 9th meeting. Since the Planning & Zoning Commission denied the zoning request, the 3/4 vote requirement will still apply to this reconsideration.

List of Supporting Documents:
 Follow-up Memo
 Staff Report
 Map
 Zoning Exhibit

Other Departments, Boards, Commissions or Agencies

August 27, 2002

TO: Applicants with Items before City Council
FROM: Tom Elgin, Development Review Manager *TE*
SUBJECT: Results of City Council Meeting of August 26

At its meeting of August 26, City Council took action on the following:

Public Hearing and Appeal of Planning & Zoning Commission's Denial of Zoning Case 2002-30

Applicant: Mockingbird Properties

DESCRIPTION:

A request to rezone 10.0± acres on the southwest corner of Chase Oaks Boulevard and future Seabrook Drive **from** Planned Development-107-Office-2 (PD-107-O-2) **to** Planned Development-Multi-Family-2 (PD-MF-2) to accommodate the development of multiple-family dwellings. Neighborhood #67.

APPROVED: _____ **DENIED:** 6-2 **TABLED:** _____

STIPULATIONS:

City Council upheld the Planning & Zoning Commission's denial of this item.

CDD/lj

xc: Mitch Vexler, Mockingbird Properties
David Cannon, David Cannon & Associates

8-2

CITY OF PLANO

PLANNING & ZONING COMMISSION

July 15, 2002

Agenda No. 9A

Public Hearing: Zoning Case 2002-30

Applicant: Mockingbird Properties

DESCRIPTION:

A request to rezone 10.0± acres on the southwest corner of Chase Oaks Boulevard and future Seabrook Drive **from** Planned Development-107-Office-2 (PD-107-O-2) **to** Planned Development-Multi-Family-2 (PD-MF-2) to accommodate the development of multiple-family dwellings. Neighborhood #67.

REMARKS:

The applicant is requesting to rezone 10.0± acres from Planned Development-107-Office-2 (PD-107-O-2) to Planned Development-Multi-Family-2 (PD-MF-2) to accommodate the development of multiple-family dwellings. This property is currently a portion of PD-107-O-2, which stipulates that Office-Showroom/Warehouse and Limited Assembly and Light Manufacturing are additional permitted uses within the planned development.

The applicant is requesting a planned development to amend the MF-2 development standards. This request is for a unique style of development that does not currently exist in Plano. The design includes townhouse style development at a density beyond that allowed by our Single-Family-Attached (SF-A) zoning district. The proposed units are two-story living quarters above a garage, which create a three-story product. Individual ownership of units is planned under a condominium arrangement.

The property is located on the southwest corner of Chase Oaks Boulevard and future Seabrook Drive. To the north, the same property owner is proposing an office development. A PISD athletic stadium exists to the west. There is an existing daycare center south of the property and east, across Chase Oaks Boulevard, is an office-campus development.

In discussions between the staff and applicant, it became clear that no zoning district could accommodate the plan that was proposed and a planned development would be necessary. The plan conflicted with SF-A zoning in the areas of minimum floor area, maximum height, fencing, parking spaces, and open space. Due primarily to the density of development (16 units per acre, as opposed to a maximum 12 allowed in SF-A), staff suggested that the plan, as presented, was most closely related to Multi-Family-2 development standards.

The plan does not meet three of the requirements of multi-family development. Therefore, the applicant is proposing a planned development to amend the base Multi-Family-2 zoning district. The MF-2 district is intended to accommodate condominiums and apartments at a density of 18 residential units per acre providing sufficient areas for usable open space and landscaping. MF-2 districts should have direct access and/or frontage on major thoroughfares and no principal access to standard residential streets. A planned development district provides the ability to amend use, height, setback, and other development requirements at the time of rezoning in order to accommodate innovation by modifying regulations to better accomplish the City's development goals.

The applicant is proposing the following planned development stipulations:

1. The minimum required open space shall be 190 square feet for each one bedroom unit and 110 square feet for each additional bedroom;
2. The allowed height shall be 3-stories, 45-feet; and
3. 70% of garage spaces provided shall be counted as required parking.

Section 3-104 of the Zoning Ordinance states that where a planned development is used in conjunction with multi-family development, the usable open space should be provided in accordance with the multi-family zoning district that most closely approximates the density permitted under the planned development. The proposed density of this development is 16 units per acre, which most closely resembles the MF-2 district that allows 18 units per acre. The MF-2 district requires 500 square feet of open space for each one bedroom unit and 300 square feet for each additional bedroom. On the proposed plan, 117,600 square feet of open space would be required as opposed to the 44,160 square feet proposed.

MF-2 zoning limits the height of buildings to two-stories and 35 feet in height, but the applicant is proposing three-stories and 45 feet in height to accommodate the unique design.

Parking is required to be two spaces per unit for multi-family dwellings. Under MF-2 zoning, the parking required for this development would be 312 spaces. Although garage spaces are not counted as required parking in single family developments, the Multi-Family Guidelines allow 50% of garages spaces to be counted as required parking in multi-family developments. This plan provides 312 garage spaces and 95 off-street spaces. The applicant needs to count 70% of the garage spaces as required parking, rather than 50%, in order to meet the parking requirement.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this area as Low Intensity Office, intended to serve local office needs along city arterials. The request is not in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sewer are available.

Traffic Impact Analysis (TIA) - A TIA is not required for this development because the traffic generation potential of the proposed zoning is less than the 5,000 trips per day threshold of the Zoning Ordinance.

Housing Element-Policy 1.105 recommends that high-density housing be distributed two or more contiguous neighborhoods so that no more than 500 units are located within a 1,500-foot radius. The policy specifies that dispersion should be considered, along with location and specific site conditions, in evaluating zoning and development requests. Two multi-family developments exist within 1,500 feet of the proposed zoning change. Those two developments contain a total of 720 units.

Housing Element-Policy 1.102 suggests that it is desirable to locate high-density residential development adjacent to community parks, private open space, and recreation areas where possible and within residential settings. The property is not adjacent to any residential development or neighborhood and does not have any direct link to either a public or private park or recreation area.

8-5

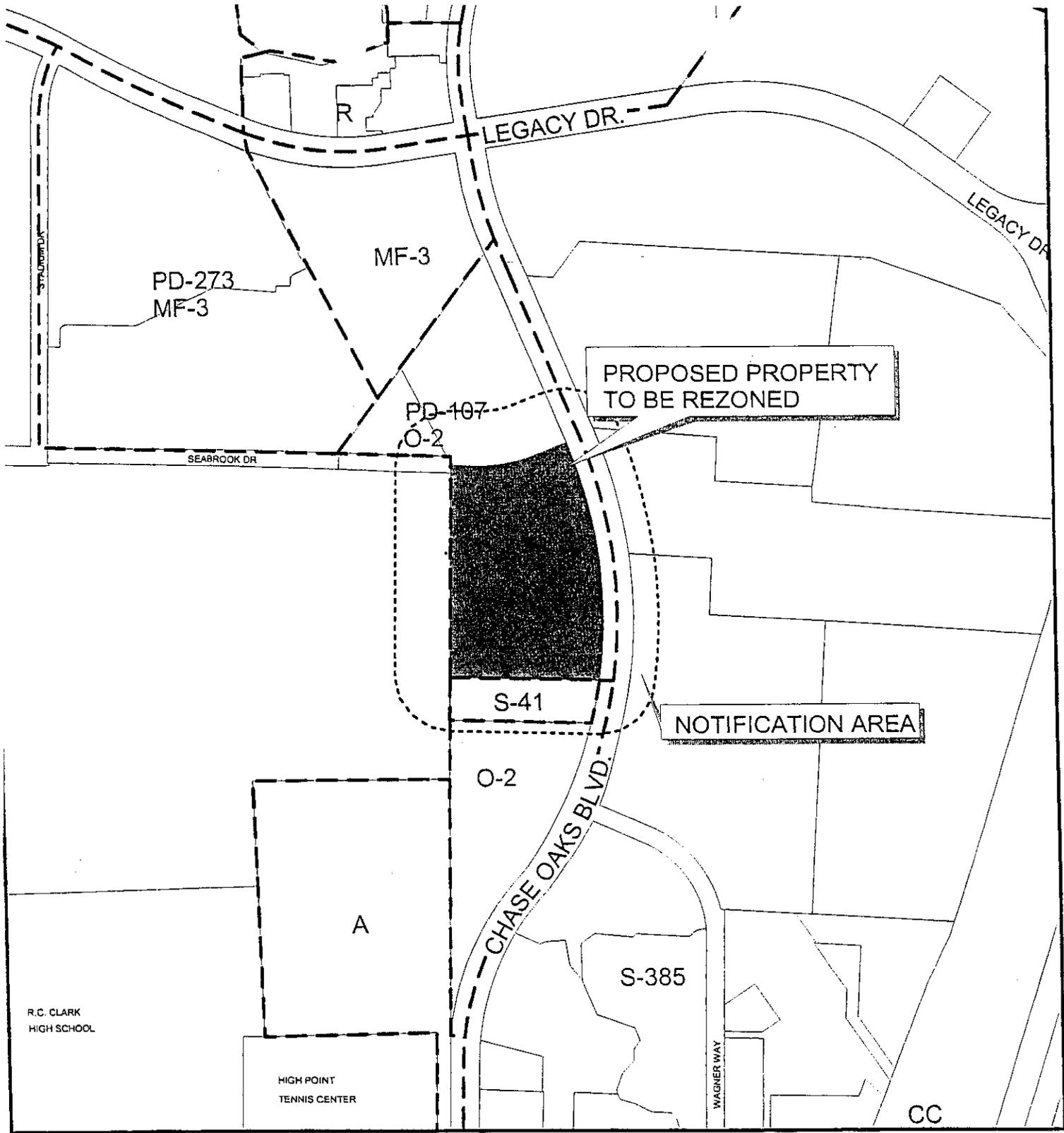
SUMMARY:

The requested zoning is inconsistent with the Comprehensive Plan. It is not in conformance with the neighborhood concept for new residential requests. Additional multi-family units proposed by this request would further exceed recommended concentration of multi-family properties. The requested zoning proposes less than recommended recreation areas/open space, and the proposed use is inconsistent with adjacent uses. Due to the conflicts with the Comprehensive Plan, staff does not support this zoning request.

RECOMMENDATIONS:

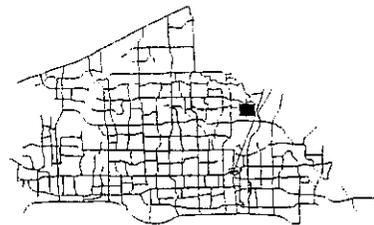
Recommended for denial.

8-6



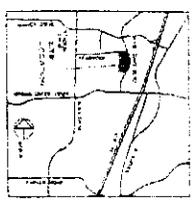
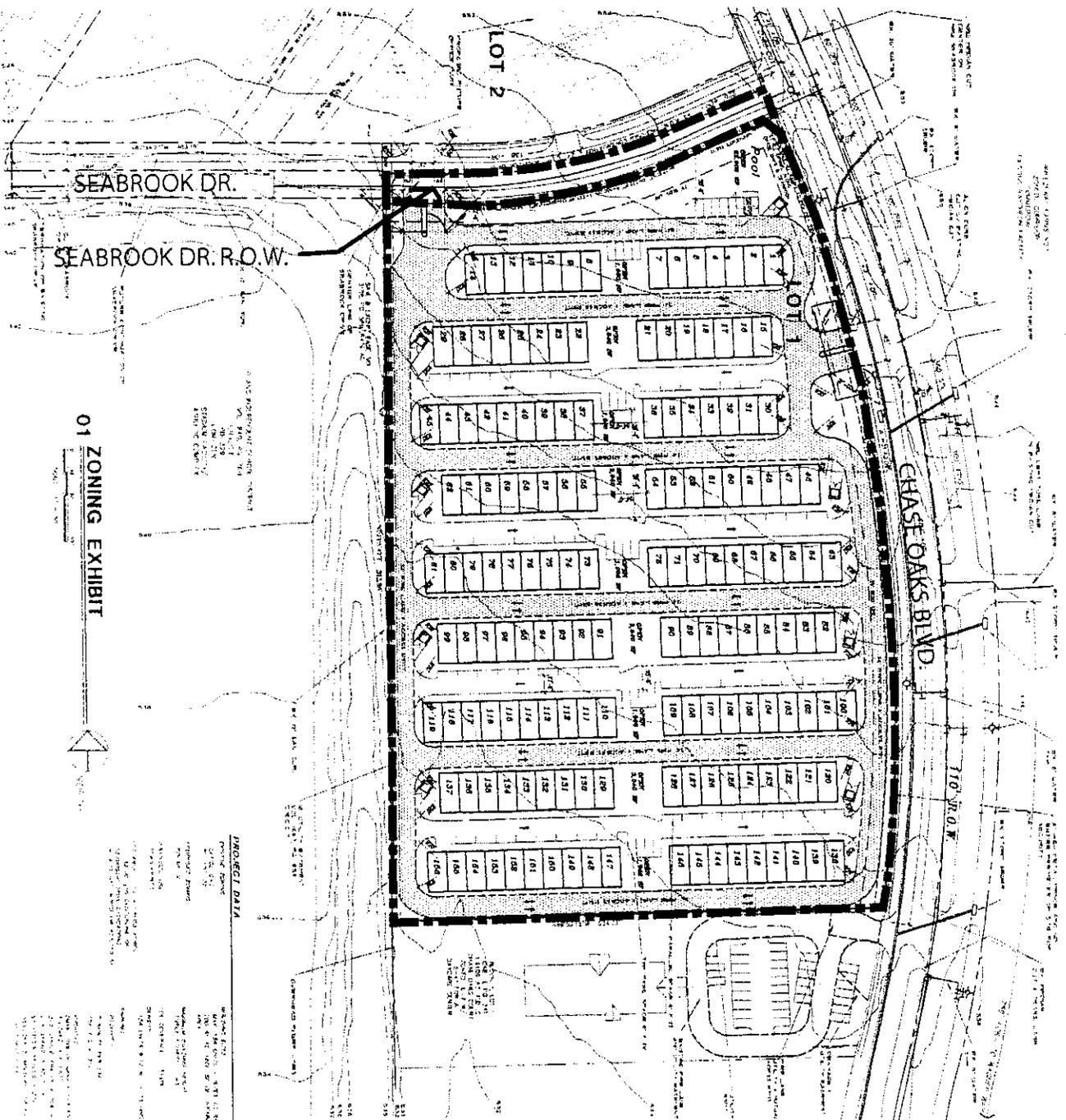
**ZONING CASE
2002-30**

**EXISTING ZONING:
PD-107-O-2**



200' Notification
Buffer

8-7



Location Map
Scale: 1" = 200'

PROPOSED DATA

Project Name: [illegible]
 Project Number: [illegible]
 Date: [illegible]
 Designer: [illegible]
 City: [illegible]

PROJECT DATA

Site Area: [illegible]
 Lot Area: [illegible]
 Total Area: [illegible]
 Zoning: [illegible]
 Density: [illegible]

NOTES

1. The proposed development consists of 168 townhouse units arranged in a grid pattern. The units are to be constructed on lots 1 through 168.

2. The proposed development is to be constructed on the site shown on the attached site plan.

3. The proposed development is to be constructed in accordance with the applicable zoning ordinance.

4. The proposed development is to be constructed in accordance with the applicable subdivision ordinance.

5. The proposed development is to be constructed in accordance with the applicable building code.

6. The proposed development is to be constructed in accordance with the applicable fire code.

7. The proposed development is to be constructed in accordance with the applicable health code.

8. The proposed development is to be constructed in accordance with the applicable environmental code.

9. The proposed development is to be constructed in accordance with the applicable utility code.

10. The proposed development is to be constructed in accordance with the applicable transportation code.

8-8

A1

Plano
 Townhouses
 Plano, Texas

0204

David Carson, L. Associates
 1000 Parkside Lane
 Plano, Texas 75075
 (972) 477-2000

19 July 02

Mockingbird Management Company
 1411 West 27th Street
 Dallas, Texas 75219

Engineering Permit # 0202-10
 Plan # 2, Part 1
 Plano Townhouses

September 17, 2002

TO: Honorable Mayor & City Council
FROM: Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2002

At its meeting of September 16, the Planning & Zoning Commission took action on the following:

Public Hearing: Zoning Case 2002-39

Applicant: White Family Trust

DESCRIPTION:

A request for a Specific Use Permit (SUP) for an 84-foot tall Commercial Antenna Support Structure on 0.01± acre on the west side of Coit Road, 850± feet south of Legacy Drive. Zoned Planned Development-429-Office-1. Neighborhood #17.

APPROVED: 5-1 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 2

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

The commissioner voting in opposition to the request felt there were better options in the area rather than the requested location.

FOR CITY COUNCIL MEETING OF: October 14, 2002 (To view the agenda for this meeting, see www.planotx.org)

CDL/js

xc: White Family Trust
Peter Kavanagh, Zone Systems, Inc.
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 16, 2002

Agenda No. 6

Public Hearing: Zoning Case 2002-39

Applicant: White Family Trust

DESCRIPTION:

Request for a Specific Use Permit (SUP) for an 84-foot tall Commercial Antenna Support Structure on 0.01± acre on the west side of Coit Road, 850± feet south of Legacy Drive. Zoned Planned Development-429-Office-1. Neighborhood #17.

REMARKS:

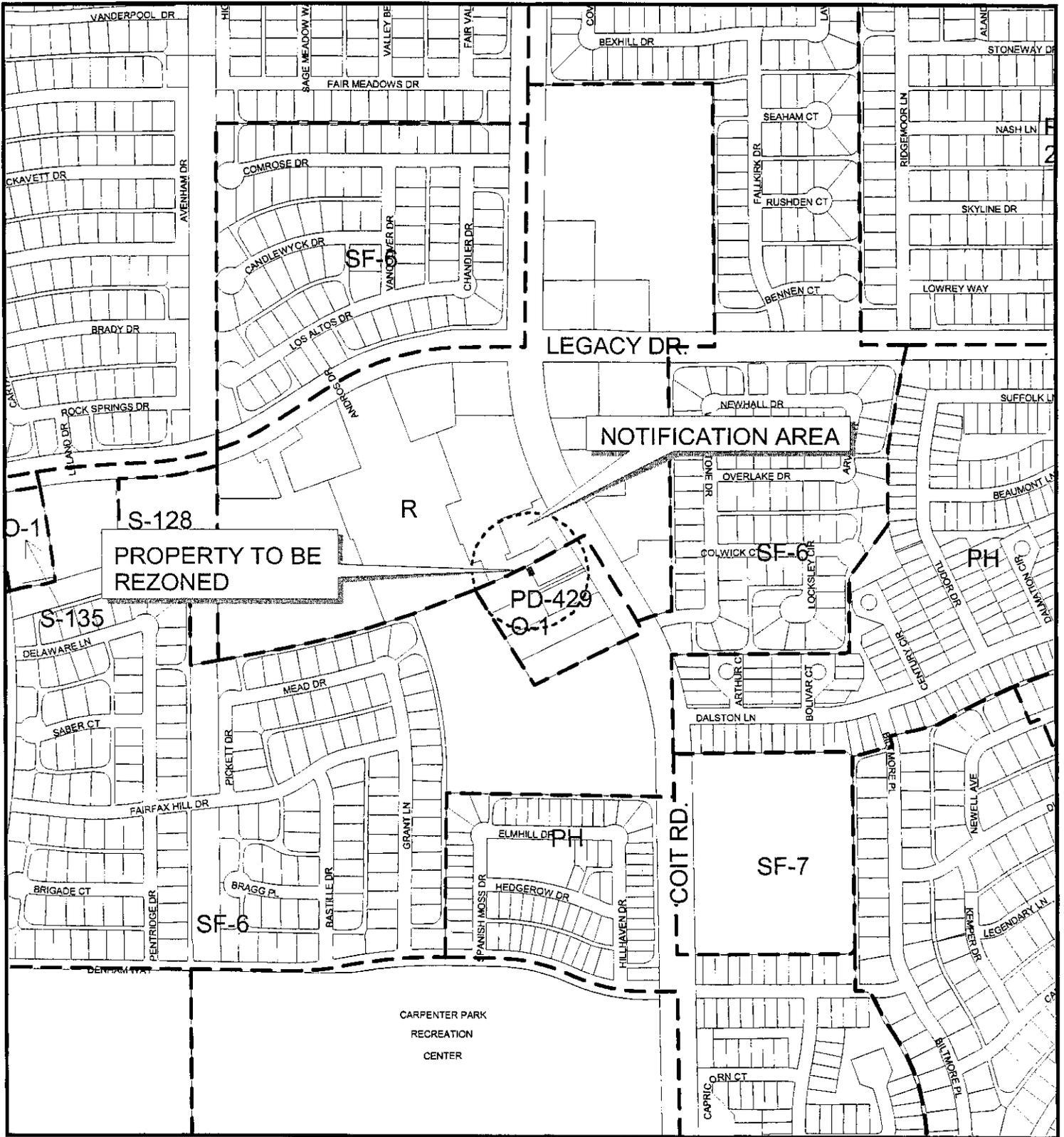
The applicant is requesting an SUP to increase the height of an existing commercial antenna support structure from 59 feet to 84 feet. The purpose of the request in height is to provide better service coverage for the existing wireless provider and allow the co-location of an antenna for another wireless provider.

Within the PD-429-O-1 district, commercial antenna support structures are permitted by right to a height of 60 feet and by approval of an SUP to 120 feet. The existing 59-foot antenna support structure will be increased in height by 25 feet. The applicant is proposing an 84-foot monopole on a 600 square foot lease area within the property of an existing office complex, Preston Meadows Addition, Block A, Lots 1A & 1B. The request complies with setback, separation distance, and other placement standards for commercial antenna support structures.

RECOMMENDATIONS:

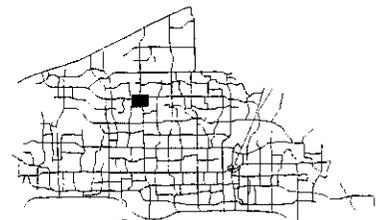
Recommended for approval as submitted.

9-2



**ZONING CASE
2002-39**

**EXISTING ZONING:
PD-429-O-1**



9-3
200' Notification
Buffer



9-4

TABULATIONS

LOT 1	AREA OF LAND 0.5528 ACRES AREA OF BUILDING 1,400 S.F. CONCRETE 8.0 % PARKING PROVIDED 28 SPACES (1,140 S.F.) LANDSCAPE AREA PROVIDED 581.4 S.F.
LOT 1A	AREA OF LAND 0.5528 ACRES AREA OF BUILDING 1,400 S.F. CONCRETE 8.0 % PARKING PROVIDED 28 SPACES (1,140 S.F.) LANDSCAPE AREA PROVIDED 581.4 S.F.
LOT 2	AREA OF LAND 0.4189 ACRES AREA OF BUILDING 1,100 S.F. CONCRETE 8.0 % PARKING PROVIDED 18 SPACES (720 S.F.) LANDSCAPE AREA PROVIDED 410.5 S.F.
LOT 3A	AREA OF LAND 0.4189 ACRES AREA OF BUILDING 1,100 S.F. CONCRETE 8.0 % PARKING PROVIDED 18 SPACES (720 S.F.) LANDSCAPE AREA PROVIDED 410.5 S.F.
LOT 3B	AREA OF LAND 0.4189 ACRES AREA OF BUILDING 1,100 S.F. CONCRETE 8.0 % PARKING PROVIDED 18 SPACES (720 S.F.) LANDSCAPE AREA PROVIDED 410.5 S.F.
LOT 4	AREA OF LAND 0.6169 ACRES AREA OF BUILDING 1,100 S.F. CONCRETE 8.0 % PARKING PROVIDED 18 SPACES (720 S.F.) LANDSCAPE AREA PROVIDED 410.5 S.F.
TOTALS	AREA OF LAND 2.5528 ACRES AREA OF BUILDING 5,100 S.F. CONCRETE 8.0 % PARKING PROVIDED 72 SPACES (2,880 S.F.) LANDSCAPE AREA PROVIDED 1,700 S.F.

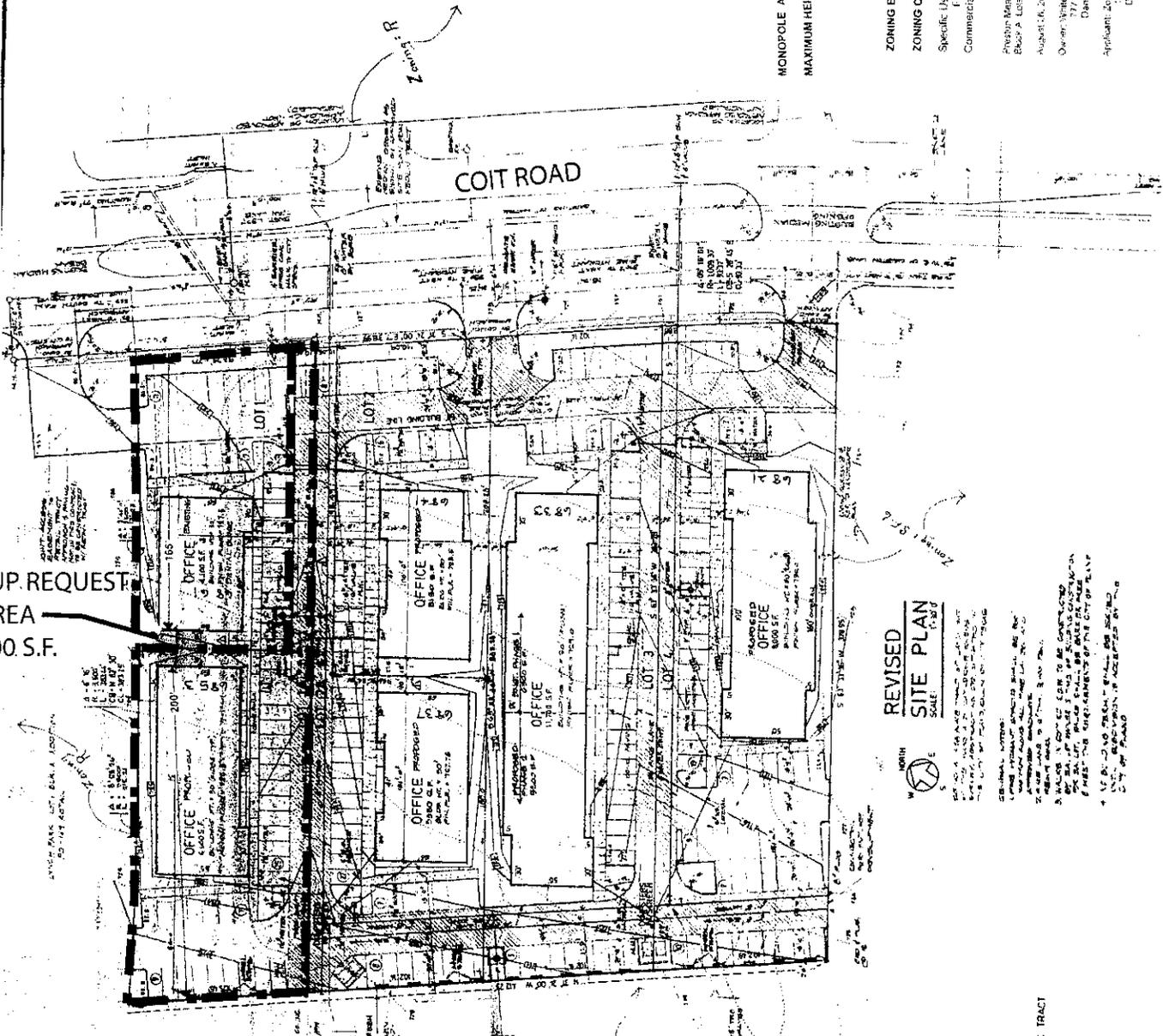
REVISED SITE PLAN



SCALE: 1" = 20' (AS SHOWN)
 ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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 ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



SUP. REQUEST AREA
 600 S.F.



MONOPOLE ANTENNA STRUCTURE
 MAXIMUM HEIGHT: 84 Feet

ZONING EXHIBIT
 ZONING CASE NO. 2002-39
 Specific Use Permit
 For
 Commercial Antenna Support Structure

Project Manager: Office: Pwr.
 8000 A. Liss 1A & B
 August 16, 2002
 Owner: Signal Energy Trust
 777 West 14th St.
 Danville, CA 94519
 Applicant: Jone Systems, Inc.
 10000 Lakeside Blvd. # 2
 Dublin, CA 95020

ORDINANCE NO. _____
(Zoning Case 2002-39)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 475 SO AS TO ALLOW THE ADDITIONAL USE OF AN 84-FOOT TALL COMMERCIAL ANTENNA SUPPORT STRUCTURE ON 0.01± ACRE OF LAND OUT OF THE M. K. & S. OWENS SURVEY, ABSTRACT NO. 672, LOCATED ON THE WEST SIDE OF COIT ROAD, 850± FEET SOUTH OF LEGACY DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-429-OFFICE-1; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October, 2002, for the purpose of considering granting Specific Use Permit No. 475 for an 84-foot tall Commercial Antenna Support Structure on 0.01± acre of land out of the M. K. & S. Owens Survey, Abstract No. 672, located on the west side of Coit Road, 850± feet south of Legacy Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-429-Office-1; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October, 2002; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 475 for an 84-foot tall Commercial Antenna Support Structure on 0.01± acre of land out of the M. K. & S. Owens Survey, Abstract No. 672, located on the west side of Coit Road, 850± feet south of Legacy Drive in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 475, allowing the additional use of an 84-foot tall Commercial Antenna Support Structure on 0.01± acre of land out of the M. K. & S. Owens Survey, Abstract No. 672, located on the west side of Coit Road, 850± feet south of Legacy Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-429-Office-1, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

9-6

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 600 square foot lot, tract, or parcel of land situated in the M. K. & S. Owens Survey, Abstract No. 672, Collin County, Texas, and being part of Lot 1A and Lot 1B, Block 1 of the second replat of Lot 1 and Lot 2 of Preston Meadow Office Park Addition according to the plat thereof recorded in Cabinet H, Page 279, Collin County Plat Records, and being more particularly described as follows:

COMMENCING at a point at the north corner of said Lot 1B on the southwest line of Coit Road at the beginning of a curve to the right;

THENCE, along said curve having a radius of 3,500.00 feet an arc distance of 158.81 feet to a point, said curve having a chord bearing of South 61° 40' 05" West, and a chord distance of 156.79 feet;

THENCE, South 25° 52' 30" East, a distance of 9.78 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING of this 600 square foot site;

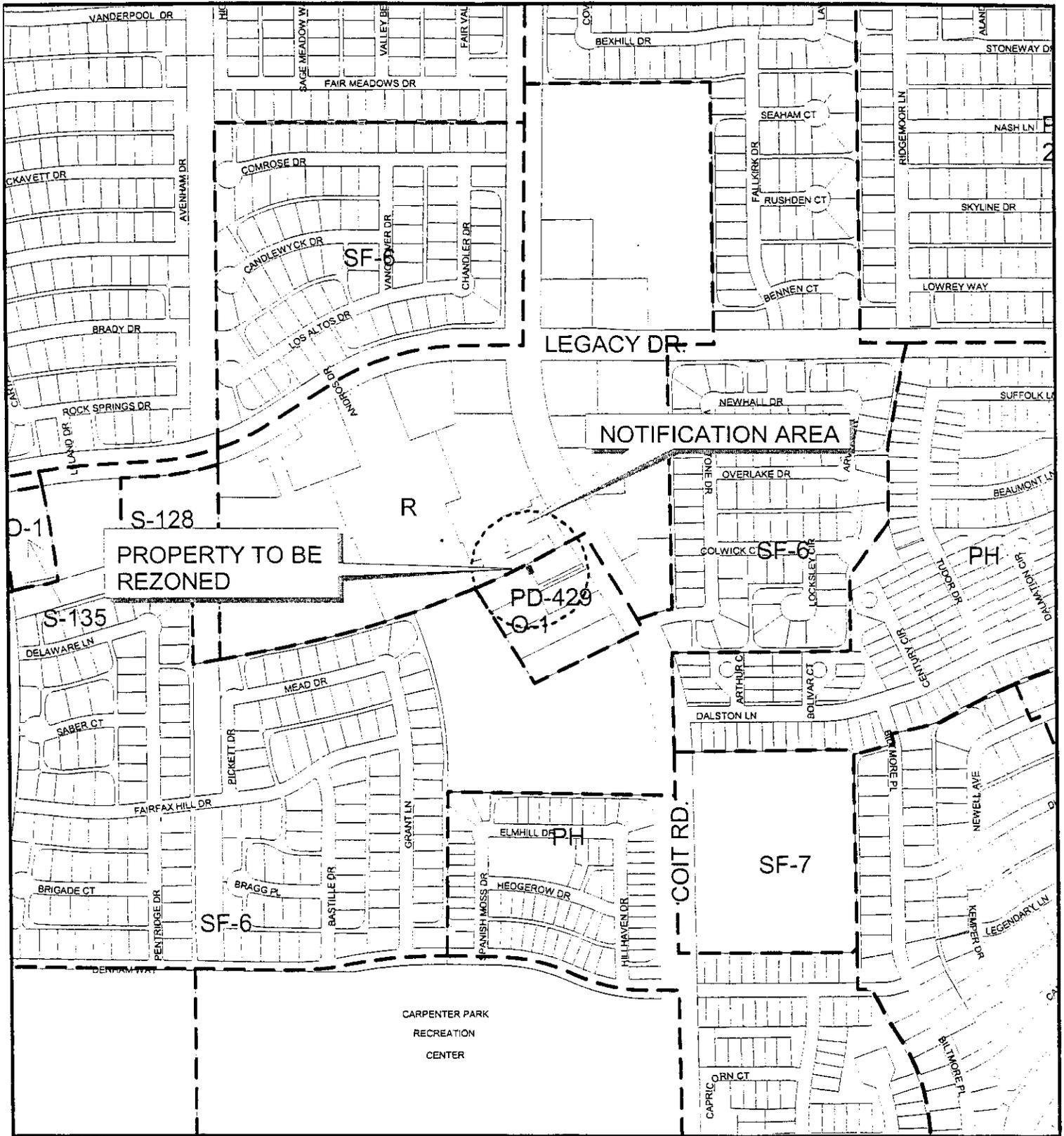
THENCE, South 25° 52' 30" East, a distance of 30.00 feet to a 1/2-inch iron rod set for corner;

THENCE, South 64° 39' 59" West, a distance of 20.00 feet to a 1/2-inch iron rod set for corner;

THENCE, North 25° 52' 30" West, a distance of 30.00 feet to a 1/2-iron rod set for corner;

THENCE, North 64° 39' 59" East, a distance of 20.00 feet to the POINT OF BEGINNING, and containing 600 square feet of land.

9-8



**ZONING CASE
2002-39**

**EXISTING ZONING:
PD-429-O-1**



9-9

200' Notification Buffer

4
September 17, 2002

TO: Honorable Mayor & City Council
FROM: Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2002

At its meeting of September 16, the Planning & Zoning Commission took action on the following:

Public Hearing: Zoning Case 2002-41

Applicant: Stuart Sargeant

DESCRIPTION:

A request to rescind Specific Use Permit (SUP) #213 for a Private Club and grant a new SUP for a Private Club on one lot on 1.6± acres on the north side of West Park Boulevard, 300± feet west of Preston Road. Zoned Planned Development-68-Retail with SUP #213 for a Private Club. Neighborhood #42.

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

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: October 14, 2002 (To view the agenda for this meeting, see www.planotx.org)

CHL/js

xc: Stuart Sargent, Floridita Seafood Grill
Steven Fields, Floridita Seafood Grill
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 16, 2002

Agenda No. 7

Public Hearing: Zoning Case 2002-41

Applicant: Stuart Sargeant

DESCRIPTION:

A request to rescind Specific Use Permit (SUP) #213 for a Private Club and grant a new SUP for a Private Club on one lot on 1.6± acres on the north side of West Park Boulevard, 300± feet west of Preston Road. Zoned Planned Development-68-Retail with SUP #213 for a Private Club. Neighborhood #42.

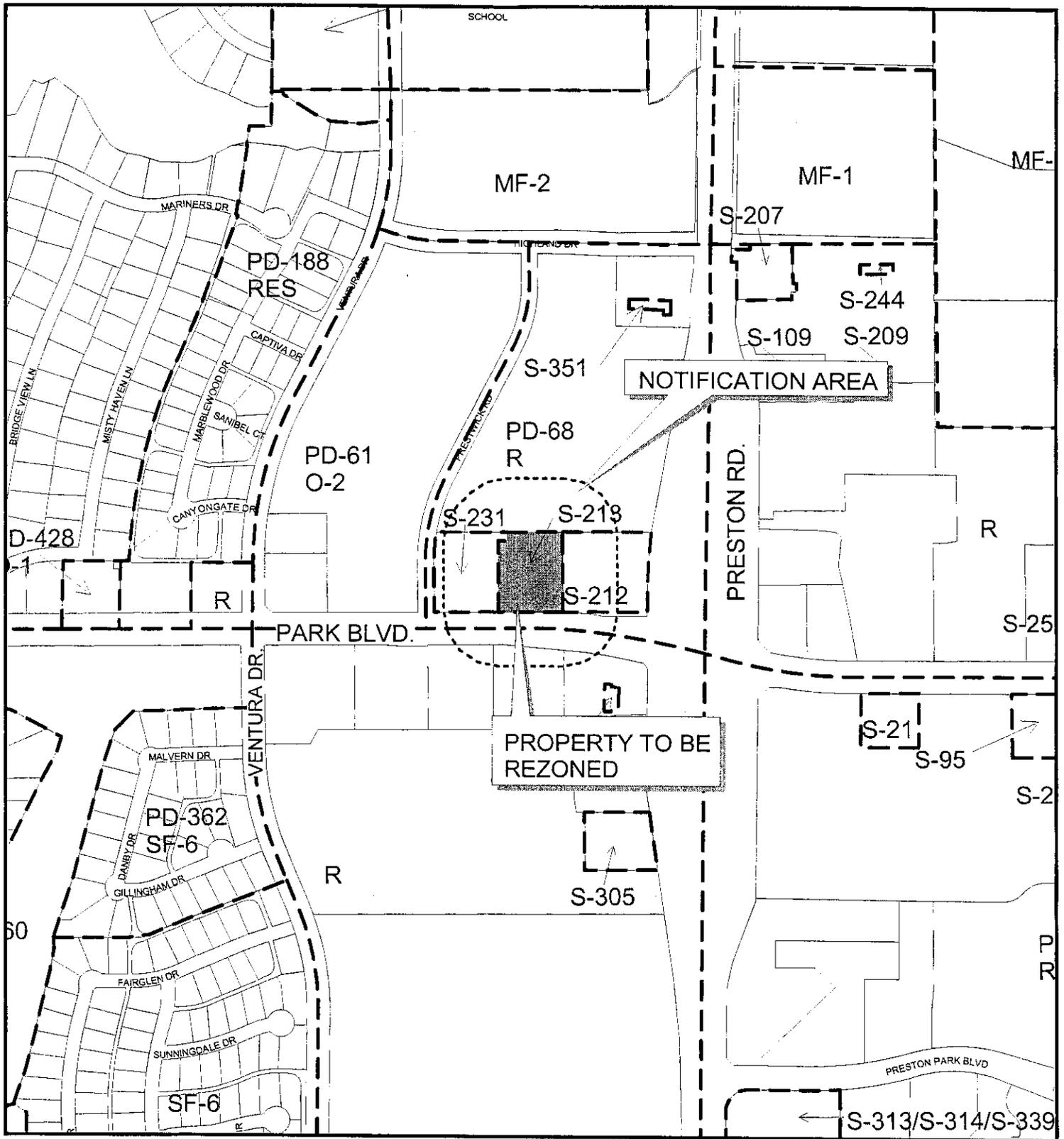
REMARKS:

The applicant is requesting an SUP for a Private Club in conjunction with the operation of a restaurant. SUP #213 for a Private Club was granted for this site to a specific operator (Brinker International) and a specific restaurant (Grady's American Grill). This SUP is not transferable; therefore, this request also proposes to rescind the existing SUP #213. The property meets the parking standards for a restaurant with a private club. The front door of the existing restaurant is not within 1,000 feet of a church, school, or publicly owned park and is not within 300 feet of the nearest residential district.

RECOMMENDATIONS:

Recommended for approval as submitted.

10-2



**ZONING CASE
2002-41**

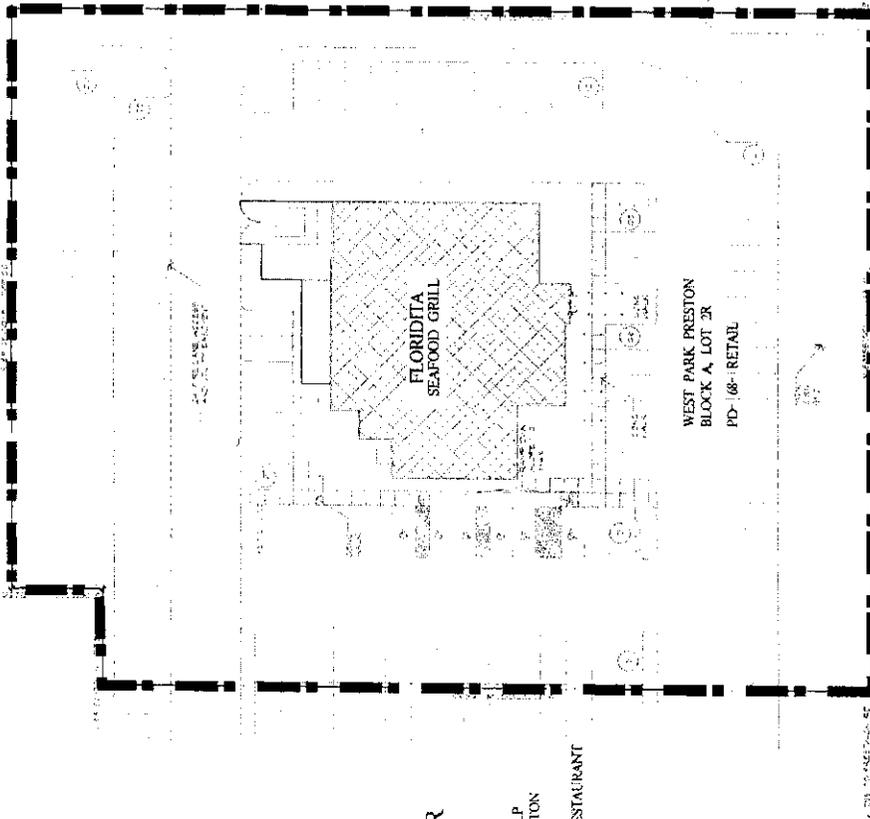
**EXISTING ZONING:
PD-68-RETAIL w/S-213**



10-3
200' Notification
Buffer

10-4

PD-68 R
PRESTON PARK PARTNERS LTD
WEST PARK PRESTON
BLOCK A, LOT 4R



PD-68 R
S-231
BRINKER TEXAS LP
WEST PARK PRESTON
BLOCK A, LOT 1R
EXISTING USE: RESTAURANT

WEST PARK PRESTON
BLOCK A, LOT 2R
PD-68- RETAIL

PD-68 R
S-212

STATE STREET BANK & TRUST
WEST PARK PRESTON
BLOCK A, LOT 2R
EXISTING USE: RESTAURANT

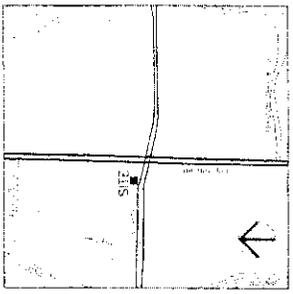
SITE NOTES

- 1. PREPARED BY: [Name]
- 2. DATE: [Date]
- 3. SCALE: [Scale]
- 4. [Other notes]

01 SITE PLAN

WEST PARK BOULEVARD

LOCATION MAP



FLORIDITA
SEAFOOD GRILL
503 W PARK BLVD
PLANO, TEXAS

DATE: _____
BY: _____
CITY COMMISSION: _____

REVISIONS

NO.	DESCRIPTION

ZONING EXHIBIT

ZONING CASE - ZC 2012-41

FLORIDITA RESTAURANT

PROPERTY OWNER

STANLEY SARGENT
180 BLUE OAK ST. TRAPEZ, NO. 8
AUSTIN TEXAS 78704
PHONE: 512-454-4888

SURVEYOR

HOLLEY ASSOCIATES, INC.
COLIN J. HENRY, P.E., R.F.P.S.
400 FOSBELL CHESA. BLVD.
SUITE 1000
PLANO, TEXAS 75075
PHONE: 972-412-1123

DRAWING PREPARATION

LANCE MOSE
LANCE MOSE ARCHITECTS
1000 WEST END AVENUE, STE 200
DALLAS, TX 75201
PHONE: 214-343-9991

SHEET NO. _____

ORDINANCE NO. _____
(Zoning Case 2002-41)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 92-12-23, THEREBY RESCINDING SPECIFIC USE PERMIT NO. 213 FOR THE ADDITIONAL USE OF A PRIVATE CLUB; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NO. 476 SO AS TO ALLOW THE ADDITIONAL USE OF A PRIVATE CLUB ON 1.6± ACRES OF LAND OUT OF THE LAWSON CLARK SURVEY, ABSTRACT NO. 217, LOCATED ON THE NORTH SIDE OF WEST PARK BOULEVARD, 300± FEET WEST OF PRESTON ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-68-RETAIL WITH SPECIFIC USE PERMIT NO. 213 FOR A PRIVATE CLUB; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October, 2002 for the purpose of considering repealing Ordinance No. 92-12-23, rescinding Specific Use Permit No. 213 for a Private Club, granting Specific Use Permit No. 476 for a Private Club on 1.6± acres of land out of the Lawson Clark Survey, Abstract No. 217, located on the north side of West Park Boulevard, 300± feet west of Preston Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 213 for a Private Club; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October, 2002; and

WHEREAS, the City Council is of the opinion and finds that the rescission of Specific Use Permit No. 213 for a Private Club and granting of Specific Use Permit No. 476 for a Private Club on the aforesaid property would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood;

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

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

Section I. Ordinance No. 92-12-23, duly passed and approved by the City Council of the City of Plano, Texas, on December 14, 1992, granting Specific Use Permit No. 213 for the additional use of a Private Club, is hereby repealed in its entirety.

Section II. The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 476, allowing the additional use of a Private Club on 1.6± acres of land out of the Lawson Clark Survey, Abstract No. 217, located on the north side of West Park Boulevard, 300± feet west of Preston Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 213, said property being more fully described on Exhibit "A" attached hereto.

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

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

10-6

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

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

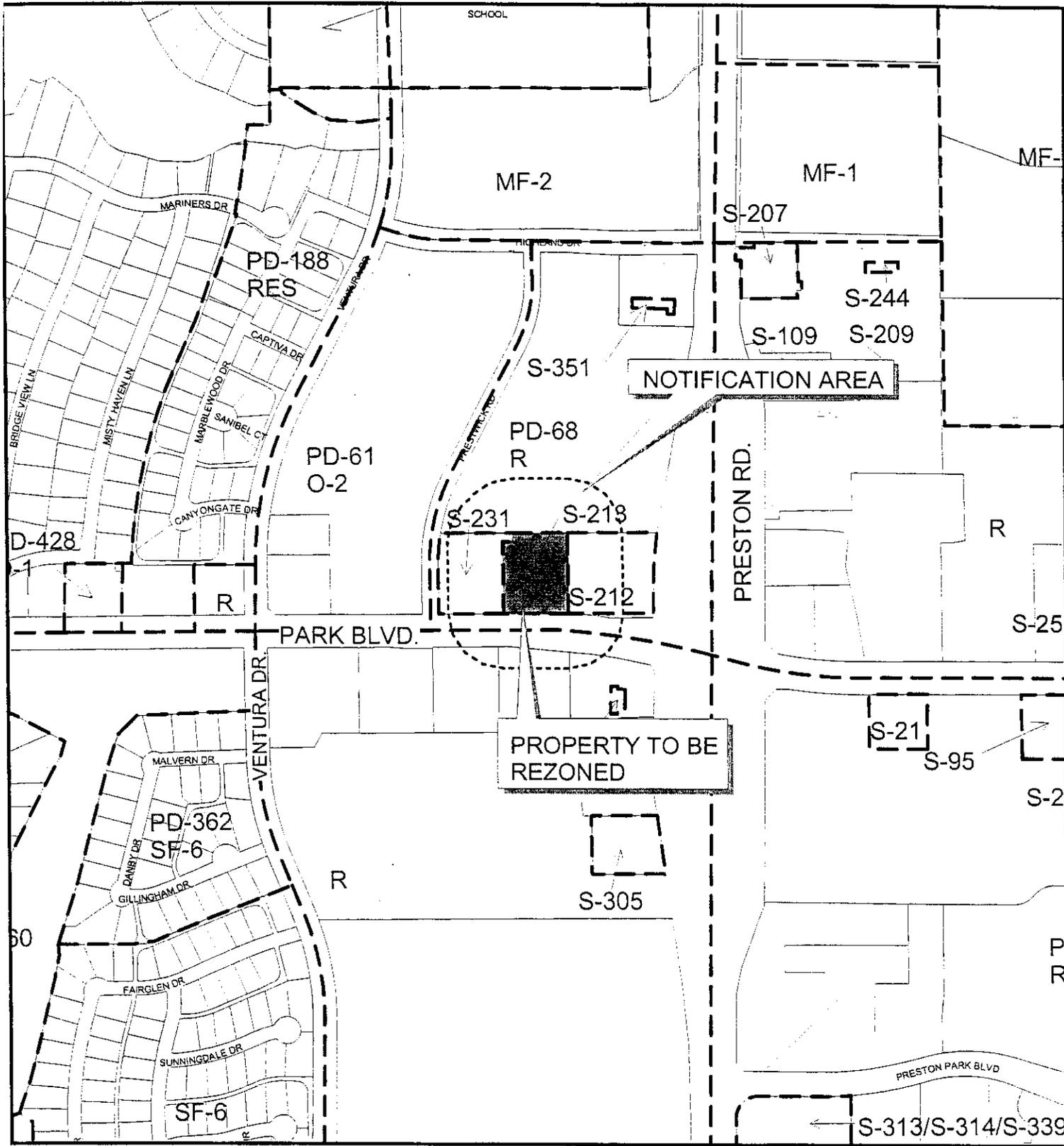
Diane C. Wetherbee, CITY ATTORNEY

10-7

EXHIBIT "A"
LEGAL DESCRIPTION

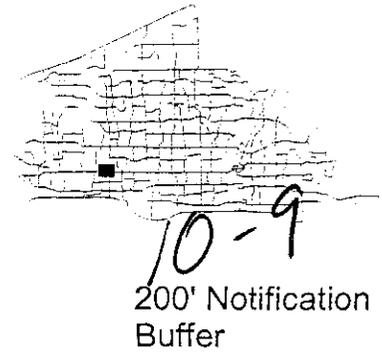
BEING 1.6± acres of land out of the Lawson Clark Survey, Abstract No. 217, and known more particularly as West Park Preston Addition, Lot 2R, Block A, an addition to the City of Plano, Collin County, Texas, according to the replat thereof recorded in Cabinet I, Page 301, Plat Records, Collin County, Texas.

10-8



**ZONING CASE
2002-41**

**EXISTING ZONING:
PD-68-RETAIL w/S-213**



R

September 17, 2002

TO: Honorable Mayor & City Council

FROM: Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission 

SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2002

At its meeting of September 16, the Planning & Zoning Commission took action on the following:

Public Hearing: Zoning Case 2002-43

Applicant: City of Plano

DESCRIPTION:

A request to amend the Zoning Ordinance, Subsection 3-1602 (Definitions) and Subsection 3-1603 (Design and Construction Specifications) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance to add standards for unified-lot signs.

APPROVED: 5-1 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows (additions are indicated in underlined text and deletions are indicated in "strike-through" text):

1. Amend Section 3-1602 (Definitions) to add the following definition:

"Sign, Unified-lot - Any identification or multi-purpose sign located on a premise consisting of two or more contiguous lots that the owner(s) have agreed to treat as one lot for the limited purpose of providing shared signage."

11-1

2. Amend Section 3-1603 (Design and Construction Specifications), B. (Freestanding Signs) to add standard '12' as follows:

"12. Unified-lot Sign -

- a. Unified-lot signs may be erected in non-residential zoning districts and shall comply with all area, height, setback, spacing and composition restrictions applicable to multi-purpose signs.
- b. One unified-lot sign per street front may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; state that the parties, their heirs and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement; state that the agreement is a covenant running with the land to be filed and made a part of the deed records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the building official.
- c. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the deed records of the applicable county and a file-marked copy is filed with the building official.
- d. Individual lots that are part of a unified-lot sign agreement shall not be entitled to any other freestanding street front signage."

The commissioner voting in opposition expressed concerns with application of the requirements to large parcels of land.

FOR CITY COUNCIL MEETING OF: October 14, 2002 (To view the agenda for this meeting, see www.planotx.org)

TE/js

xc: Lanae Jobe, Sr. Administrative Assistant

11-2

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 16, 2002

Agenda No. 8

Public Hearing: Zoning Case 2002-43

Applicant: City of Plano

DESCRIPTION:

A request to amend the Zoning Ordinance, Sub-section 3-1602 (Definitions) and Sub-section 3-1603 (Design and Construction Specifications) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance to add standards for unified-lot signs.

REMARKS:

The Sign Regulation section of the Zoning Ordinance has provisions for multi-purpose signs to allow the advertising of multiple tenants. The applicability of the multi-purpose sign is limited to multiple tenants on a singular lot and multiple tenants on multiple lots that were planned, constructed, and managed as a total entity such as a shopping center. The Sign Regulations, however, do not provide for a shared sign for multiple tenants on multiple lots when the development is not constructed as a total entity such as an office development.

This zoning request proposes the creation of a unified-lot sign standard to allow shared signage between contiguous lot owners. Although the unified-lot sign standard would create off-site signage, the standard would produce several benefits. A singular shared freestanding sign has better identity, is more comprehensible, and contributes less visual clutter than multiple freestanding signs. The unified-lot sign standard will reduce the practice/necessity of "flag lots" to gain the required street frontage for a freestanding sign. Staff supports the creation of a unified-lot sign standard.

RECOMMENDATIONS:

Recommended for approval as follows (additions are indicated in underlined text and deletions are indicated in "strike-through" text):

1. Amend Section 3-1602 (Definitions) to add the following definition:

"Sign, Unified-lot - Any identification or multi-purpose sign located on a premise consisting of two or more contiguous lots that the owner(s) have agreed to treat as one lot for the limited purpose of providing shared signage."

2. Amend Section 3-1603 (Design and Construction Specifications), B. (Freestanding Signs) to add standard '12' as follows:

"12. Unified-lot Sign -

- a. Unified-lot signs may be erected in non-residential zoning districts and shall comply with all area, height, setback, spacing and composition restrictions applicable to multi-purpose signs.
- b. One unified-lot sign per street front may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; state that the parties, their heirs and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement; state that the agreement is a covenant running with the land to be filed and made a part of the deed records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the building official.
- c. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the deed records of the applicable county and a file-marked copy is filed with the building official.
- d. Individual lots that are part of a unified-lot sign agreement shall not be entitled to any other freestanding street front signage."

ORDINANCE NO. _____
(Zoning Case 2002-43)

AN ORDINANCE OF THE CITY OF PLANO AMENDING SUBSECTION 3-1602 (DEFINITIONS) AND SUBSECTION 3-1603 (DESIGN AND CONSTRUCTION SPECIFICATIONS) OF SECTION 3-1600 (SIGN REGULATIONS) OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, TO ADD STANDARDS FOR UNIFIED-LOT SIGNS; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October, 2002, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October, 2002; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section 1. Subsection 3-1602 (Definitions) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended to add the following definition, such definition to read in its entirety as follows:

“Sign, Unified-lot - Any identification or multi-purpose sign located on a premise consisting of two or more contiguous lots that the owner(s) have agreed to treat as one lot for the limited purpose of providing shared signage.”

Section II. Subsection 3-1603 ((Design and Construction Specifications) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended to add standard No. 12, such standard to read in its entirety as follows:

“12. Unified-lot Sign -

- a. Unified-lot signs may be erected in non-residential zoning districts and shall comply with all area, height, setback, spacing and composition restrictions applicable to multi-purpose signs.
- b. One unified-lot sign per street front may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; state that the parties, their heirs and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement; state that the agreement is a covenant running with the land to be filed and made a part of the deed records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the building official.
- c. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the deed records of the applicable county and a file-marked copy is filed with the building official.
- d. Individual lots that are part of a unified-lot sign agreement shall not be entitled to any other freestanding street front signage.”

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

11-7



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	10/14/02	Reviewed by Legal <i>JZ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Jeff Zimmerman Ext. 7371				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ACCEPTING THE "SPRING CREEK PARKWAY/JUPITER ROAD AREA PLAN AND APPROVING IT AS A GENERAL GUIDE FOR DECISIONS RELATING TO LAND USE, TRANSPORTATION, AND PUBLIC FACILITIES AND SERVICES WITHIN THE STUDY AREA (WHILE NOT BINDING THE CITY TO SPECIFIC EXPENDITURES); INCORPORATING ITS APPLICABLE RECOMMENDATIONS AND PROPOSALS INTO FUTURE UPDATES OF THE LAND USE AND TRANSPORTATION ELEMENTS OF THE COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Spring Creek/Jupiter Road area of Plano is defined by North Central Expressway on the west, Jupiter Road on the east, Legacy Drive and Rowlett Creek, and Bowman Branch Creek on the south. This area has been under increasing pressure for development and redevelopment in the past few years. In February, 2002, the City Council directed the Planning and Zoning Commission to review current property owner plans for the area and to make recommendations as to the appropriate land uses, including any recommendations to the City's Comprehensive Plan, for the area.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Spring Creek Parkway/Jupiter Road Area Plan (Exhibit A)		Planning and Zoning Commission		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ACCEPTING THE "SPRING CREEK PARKWAY/JUPITER ROAD AREA PLAN AND APPROVING IT AS A GENERAL GUIDE FOR DECISIONS RELATING TO LAND USE, TRANSPORTATION, AND PUBLIC FACILITIES AND SERVICES WITHIN THE STUDY AREA (WHILE NOT BINDING THE CITY TO SPECIFIC EXPENDITURES); INCORPORATING ITS APPLICABLE RECOMMENDATIONS AND PROPOSALS INTO FUTURE UPDATES OF THE LAND USE AND TRANSPORTATION ELEMENTS OF THE COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that special opportunities and challenges apply to the area in eastern Plano with the approximate boundaries of Legacy Drive and Rowlett Creek on the north, Jupiter Road on the east, Bowman Branch Creek on the south, and U.S. 75 on the west.

WHEREAS, the City Council directed the Planning and Zoning Commission to study various issues relating to future development of this area;

WHEREAS, the Planning and Zoning Commission held four work sessions on this matter and voted to recommend approval of this document on October 7, 2002;

WHEREAS, a property owners meeting was held on May 22, 2002 to inform and discuss concerns and issues and some property owners also provided input during the Commission's workshops;

WHEREAS, the City Council, having been presented the proposed "Spring Creek Parkway/Jupiter Road Area Plan", a copy of which is attached hereto and incorporated herein as Exhibit "A", upon full review and consideration thereof and all matters attendant and related thereto, is of the opinion that this document should be approved, adopted and utilized to guide decisions relating to land use, transportation, and public facilities and services within the study area (while not binding the City to specific expenditures); incorporating its applicable recommendations and proposals into future updates of the Land Use and Transportation Elements of the Comprehensive Plan;

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

Section 1. The "Spring Creek Parkway/Jupiter Road Area Plan", a copy having been reviewed by the City Council of the City of Plano and found to be in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

Section II. The "Spring Creek Parkway/Jupiter Road Area Plan" shall be utilized by developers, City Council, city staff and other city personnel, departments, boards, and commissions as a guiding document for matters relating to development and redevelopment of the study area.

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

DULY PASSED AND APPROVED this ____ day of _____, 2002.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO

SPRING CREEK PARKWAY/JUPITER ROAD AREA PLAN

STUDY & RECOMMENDATIONS

OCTOBER 7, 2002

COLLIN COUNTY COMMUNITY COLLEGE



OAK POINT CENTER

PLANO CENTRE



SHAWNEE PARK



ROD KELLY, P.E.

SPRING CREEK PARKWAY/JUPITER ROAD AREA PLAN

STUDY & RECOMMENDATIONS

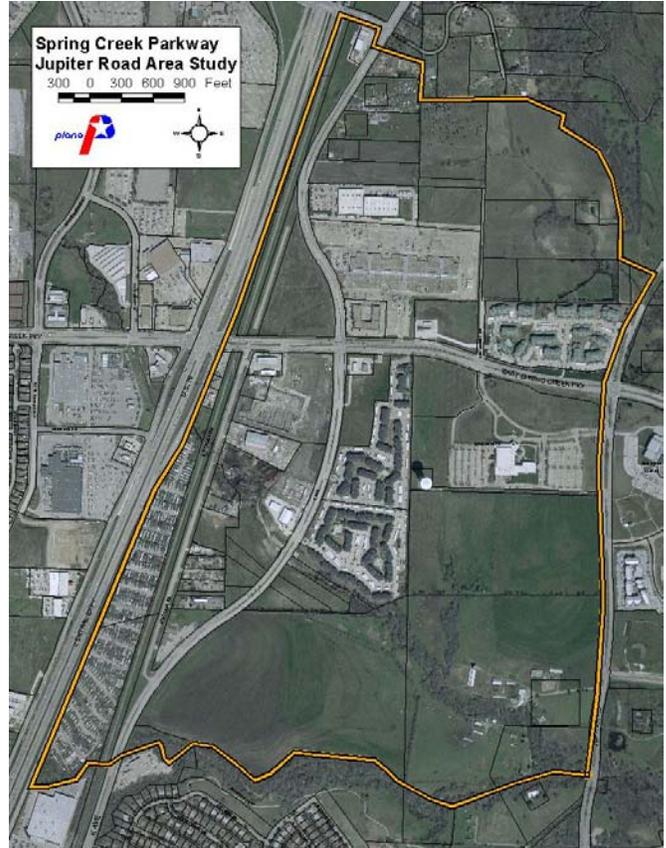
BACKGROUND

The Spring Creek/Jupiter Road area of Plano is defined by North Central Expressway on the west, Jupiter Road on the east, the southern edge of the Pecan residential subdivision on the north, and Shawnee Park on the south. This area has been under increasing pressure for development and redevelopment in the past few years. In February, 2002, the City Council directed the Planning and Zoning Commission to review current property owner plans for the area and to make recommendations as to the appropriate land uses, including any recommendations to the City's Comprehensive Plan, for the area.

Working with staff and the Planning and Zoning Commission, the following was undertaken:

- Reviewed plans prepared by property owners,
- Reviewed development trends in the area,
- Met with, and interviewed, key property owners and institutions active in the area (Collin County Community College and Dallas Area Rapid Transit),
- Interviewed builders and developers familiar with the area, and
- Conducted several workshops with the Planning and Zoning Commission.

The following summarizes the conclusions of the analysis and workshops, and establishes recommendations regarding this area.



SUMMARY OF ANALYSIS

RESIDENTIAL

- There is very little residential land left for development in Plano, and the creation of new residential has been a goal for eastern Plano. The construction of new housing will attract new residents to the area, which can provide support for more vibrant retail and services. In addition, new housing has the effect of encouraging reinvestment in older neighborhoods.
- Preliminary responses from developers indicate there is a strong market for \$200,000 to \$300,000+ homes in this area. The proximity to freeways, transit and the downtown, as well as direct access to extensive open space, provide very attractive amenities for homebuyers.



MULTI-FAMILY IN THE STUDY AREA

OFFICE/TECHNOLOGY

- There are already at least 170 acres of developable land zoned for office-type uses in the study area. The City is also marketing its research/technology park in southeastern Plano. A 100-acre tract of land north of Spring Creek Parkway has recently been re-zoned; a 34-acre area south of the new Sam's Warehouse has the necessary zoning; and, the 7.6-acre triangular tract of land on the east side of K Avenue, south of the apartments has the zoning. In addition, the 23-acre discount mall northeast of Spring Creek Parkway and K Avenue is more likely to redevelop as office/technology than retail, because it has poor visibility from the major roadways and a large amount of retail already serves the area.

HOTEL

- Hotels locate facilities based on regional accessibility and ease of identity from major roadways. The placement of a hotel in the area of the Plano Centre and Community College will likely require substantial public incentives and financial support on an on-going basis. If a hotel were to locate in the Spring Creek Parkway/Jupiter Road planning area, it would most likely locate on the northeast corner of Spring Creek Parkway and Central Expressway.
- None of the land use alternatives developed by staff or property owners would have a significant impact on attracting a hotel to the Plano Centre.

RETAIL

- There is too much retail-designated land in the study area. Retail should be focused at the Spring Creek Parkway intersections with Central Expressway and K Avenue. These contiguous areas have the greatest potential to be strong retail locations because of high visibility and drive-by traffic.

- Life-style retailing (such as “pedestrian-oriented” or “village style” retail) is not likely to occur in this area. It especially is unlikely in conjunction with the Plano Centre. To be successful, such retail must have a high level of visibility and access. Whereas some high density residential within walking distance can help support this type of retail, it cannot sustain it. The irregular schedule of events at the Plano Centre, in combination with the fact that many events are catered, cannot provide a consistent market for retail and restaurant uses.



RETAIL CENTER AT K AVE AND SPRING CREEK PARKWAY



PLANO MARKET, BEHIND RETAIL CENTER

DART

- A DART station in the Spring Creek Parkway area could improve development opportunities. DART has agreed to look at the location of a station, or stations, in this area as either an add-on to the existing line, or as an extension of service to communities to the north. The study will be completed over the coming year as part of their service plan update.
- The location of a station south of Spring Creek Parkway will involve costs to both the City and DART because of the additional access improvements that would be necessary. Establishing a preferred location for any DART station is premature at this time.

ROADWAY IMPROVEMENTS

- Capacity improvements will need to be made to the Spring Creek Parkway/North Central Expressway interchange in the near future, based on existing development in the area and regional traffic growth.
- A roadway connecting the Community College (Jupiter Road) to the northbound service road of Central Expressway would not provide a significant increase in capacity for the area, and it would involve the expense of bridging over the rail line and possibly some condemnation and residential relocation. However, if coupled with a full interchange similar to the one at Galatyn Park, with a bridge over the freeway main lanes connecting the north and southbound service roads, a significant increase in accessibility and roadway capacity would result. The cost of these improvements would be in the order of \$7.5 million, of which approximately \$4.0 million would be for the section between K Avenue and the southbound service road of North Central Expressway and would be the responsibility of the City of Plano.
- A significant increase in non-residential zoning, over the amount currently in the Comprehensive Plan, would likely require additional roadway access and circulation capacity improvements.

ALTERNATIVE LAND USE PLANS

- Four land use scenarios were developed for the study. They differ in the amount of residential/office mix south of Spring Creek Parkway between K Avenue and Jupiter Road, and their relative need for transportation improvements. Scenarios 3 and 4 are very similar. The primary difference is that #4 moves the boundary of office/tech to across from the southern entry of the Collin County Community College, close to the road alignment proposed in the Moore Plan; thus reducing the amount of land for residential development.

LAND USE SCENARIO	AMOUNT OF RESIDENTIAL	AMOUNT OF OFFICE/TECH	RELATIVE NEED FOR TRANSPORTATION IMPROVEMENTS
1. Residential Neighborhood	600-970 Units	3.1m-5.1m sf.	Lowest
2. Office/Tech Center	0 Units	5.9m-9.8m sf.	Highest
3. Residential-Commercial Mix A*	480-780 Units	3.6m-6.0m sf.	Lower
4. Residential-Commercial Mix B	390-650 Units	3.9m-6.7m sf.	Higher

* Note: The recommendation is based on Scenario #3.

KEY RECOMMENDATIONS

1. Land Use Plan

Amend the Comprehensive Plan land use map with the designations identified on the attached map. The use descriptions on the map, as well as the recommendations below, are intended to provide guidance in any rezoning of properties.

2. Retail.

- a. Retail in the study area should be focused around Spring Creek Parkway intersections with Central Expressway and K Avenue. These two areas have the greatest potential to be strong retail locations because of high visibility and drive-by traffic.
- b. Notwithstanding the recommendation above, reduce amount of retail on NE corner of K Avenue & Spring Creek Parkway in the Comprehensive Plan. The Discount Mall is marginally located for a successful retail operation, with poor identity from major roadways. At some point in time, when it redevelops, it will more likely redevelop as office/technology uses.

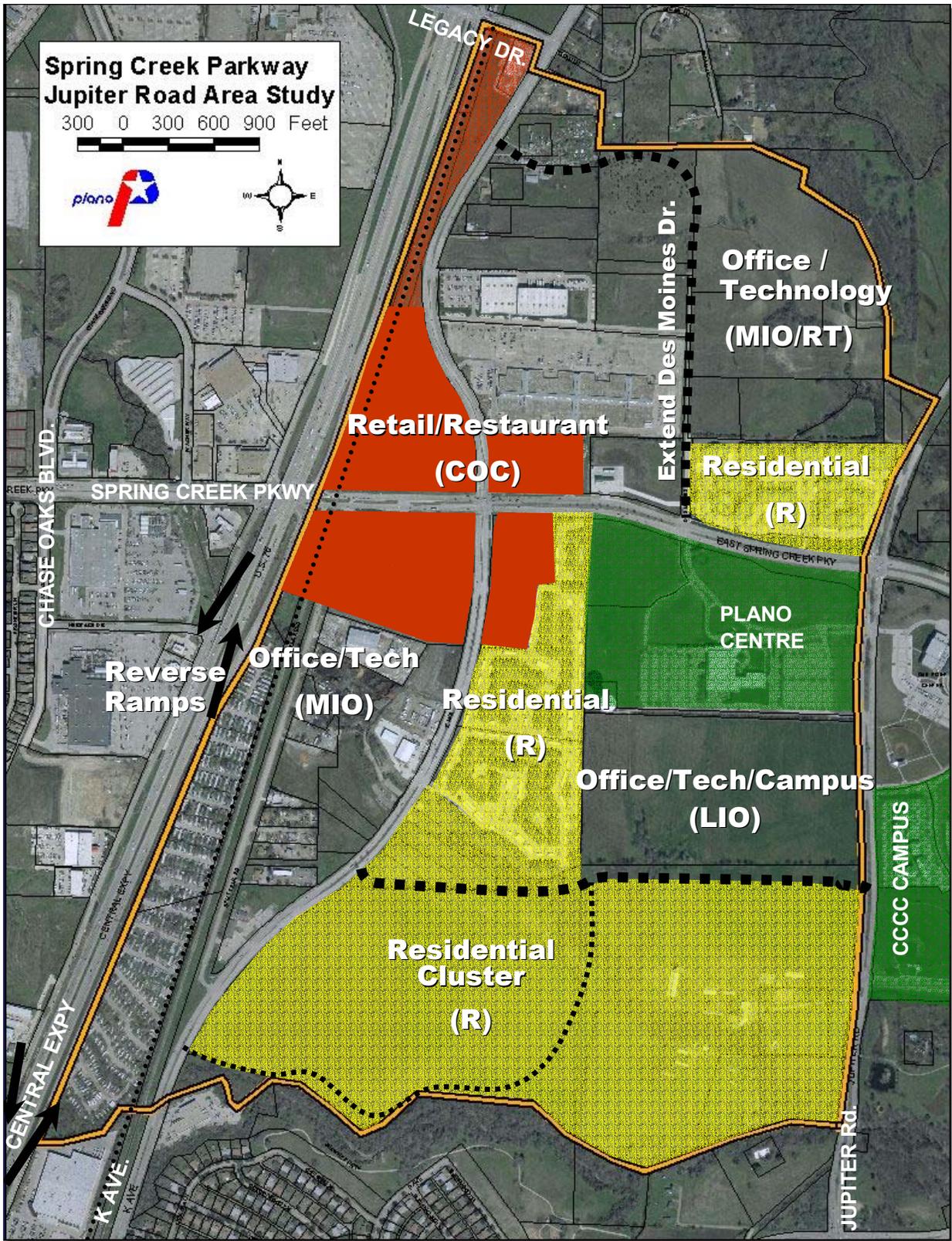
3. Office/Technology.

- a. Office/Technology is envisioned to include general office, research and development (environmentally friendly), and possibly some light assembly of computer parts. It is not intended to include any warehouse and distribution uses, which distinguishes this area from the City's R/T (Research/Technology) Park at Central Expressway and PGBT.
- b. Office/Technology designation north of Spring Creek Parkway should be expanded to include the Discount Mall, which could be developed as part of a comprehensively planned research/technology park over the long term.
- c. Approximately 40 acres, immediately south of Plano Centre and west of the Community College, should be designated for office/technology/college uses. This could accommodate an expansion of the college with office and technology uses which may benefit from the adjacency of a college campus. Alternatively, this area could be developed for residential uses similar to the area north of Shawnee Park.
- d. The area south of Sam's, between K Avenue and the freeway service road, should be designated for office/technology. That is the most likely scenario over the long term. Though current zoning allows retail use, it is generally a poor location for retail, and there is more than adequate retail to serve the area at the Parker Road DART station, the intersection of Central and Spring Creek Parkway and at the Jupiter and Parker Road intersection.

4. Residential.

- a. The area north of Shawnee Park between K Avenue and Jupiter could develop with a variety of housing types and density, such as single-family detached, single family attached townhouses and patio homes. Residential may be clustered to preserve open space. The development should be pedestrian-oriented with trail connections to open space corridors tying into the regional park system.

- b. Multi-family could be extended south from the existing apartments (on the east side of K Avenue) to a new east-west connector between K Avenue and Jupiter Road.
5. Roadway Improvements.
- a. Reverse the entrance and exit ramps on North Central Expressway, when and where appropriate, to create an “X” instead of the standard “diamond” configuration, in order to maximize the capacity of the Spring Creek Pkwy/North Central Expressway interchange. (The City is already working with TxDOT to reverse the ramps to and from the northbound lanes of North Central Expressway, south of Spring Creek Parkway.)
 - b. The proposed east-west collector in the City’s Thoroughfare Plan, south of Spring Creek Parkway and between Jupiter Road and K Avenue, may be located in a manner that facilitates the development of adjacent land. Care should be taken in the development of the alignment to discourage an undesirable amount of cut-through traffic from the Community College to K Avenue.
 - c. Extend Des Moines Drive north to tie into K Avenue south of Legacy Drive and provide additional access for future development of office-technology uses in that quadrant of the study area.
 - d. A shared access drive could connect Des Moines Drive (on the north side of Spring Creek Parkway) south through Plano Centre to intersect with a new east-west connector. This could tie large areas of office/technology together with Plano Centre and improve circulation in the area.
 - e. A residential collector should run along the north side of Shawnee Park and curve northward to tie into the proposed east-west collector between Jupiter Road and K Avenue. This would facilitate access to the park and take advantage of the park’s proximity to enhance property values in the new neighborhood.
6. Reconsideration based on DART Service Plan amendments
- a. DART’s current System Plan terminates the light rail line in the North Central Corridor at the Parker Road station. At this location, parking is provided for an “end of the line” station, and storage for rail cars will be accommodated to serve the North Central Corridor light rail operations.
 - b. DART is currently preparing a System Plan Update which will address possible service north of Plano to Allen, Fairview and McKinney. It is unclear whether there will be any new stations planned for the Spring Creek Parkway/Jupiter Road planning area, and if so, whether they will be “light rail” or “commuter rail”. Light rail has the capability to attract high density mixed use development within ¼ to ½ mile of the platform. Commuter rail generally does not attract significant development because frequent service occurs only during peak commuting times.
 - c. It is understood that the City of Plano would like to have as many stations as practical and economically feasible within its boundaries. If DART, working with the City, determines that additional station(s) are warranted in the Spring Creek Parkway/Jupiter Road area, then this plan should be reviewed and modified to take advantage of this new opportunity.
 - d. The City should actively work with DART to ensure that Plano will be served by as many additional stations as is feasible.



RECOMMENDED LAND USE