

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., JANUARY 10, 2005, 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 mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.**

### **EXECUTIVE SESSION**

- |      |  |             |         |
|------|--|-------------|---------|
| I.   | Legal Advice   |             |         |
| A.   | Respond to questions and receive legal advice on agenda items  | Wetherbee   | 5 min.  |
| B.   | Executing judgment related to substandard property             | Wetherbee   | 5 min.  |
| C.   | Advice of Counsel on TXU Electric Delivery Settlement Offer    | Gilliam     | 5 min.  |
| D.   | Advice of Counsel on CoServe Gas Delivery Settlement Offer     | Gilliam     | 5 min.  |
| II.  | Personnel Planning and Zoning Commission                       | Council     | 10 min. |
| III. | Economic Development Offer of Incentives to Potential Business | Muehlenbeck | 5 min.  |

### **PRELIMINARY OPEN MEETING**

- |      |  |          |         |
|------|--|----------|---------|
| I.   | Consideration and action resulting from executive session discussion: Personnel Planning and Zoning Commission | Council  | 5 min.  |
| II.  | Discussion and Direction Regarding the Master Plan for Oak Point Park and Nature Preserve                      | Wendell  | 30 min. |
| III. | SH 121 Feasibility Report  | Upchurch | 10 min. |
| IV.  | Council items for discussion/action on future agendas  | Council  | 5 min.  |
| V.   | Consent and Regular Agenda   | Council  | 5 min.  |

- |     |                 |   |        |
|-----|-----------------|---|--------|
| VI. | 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: January 10, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION: Jeff Babbitt  
Bahai Faith of Plano

PLEDGE OF ALLEGIANCE: Webelos, Pack 1112  
Haun Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><u>Keep Plano Beautiful</u> Roberto Rodriquez</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><u>Planning and Zoning Commission</u> Harry A. LaRosiliere</p> <p><u>Plano Transition and Revitalization Commission</u> Chris O'Brien</p> <p><u>Public Arts Committee</u> Peggy Jernigan</p> <p><u>Transportation Advisory Committee</u> Raj K. Minocah</p> <p><b><u>GENERAL DISCUSSION</u></b></p> <p><b>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.</b></p> <p><b>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda.</p> <p>Speakers will be notified when speaking time has expired. The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><b>CONSENT AGENDA</b></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>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:</u></p> <p>(a) <b>Approval of Minutes</b> December 13, 2004</p> <p>(b) <b>Bid No. B023-05</b> to Songer Construction, Inc. in the amount of \$2,220,000 for the total base bid for the construction of Fire Station No. 11.</p> <p>(c) <b>Bid No. C155-04</b> to establish a two-year fixed price contract with three optional one-year renewals for Structural Fire Fighting Helmets in the estimated annual amount of \$15,000.</p> <p>(d) <b>Bid No. B034-05</b> for residential pavement repairs on the 2004-2005 Residential Slab Replacement Project, Zones G3 &amp; G4 within the City of Plano in the amount of \$1,682,325. This project involves the replacement of street and alley pavement and construction of barrier-free ramps in the residential areas bounded by Preston Road/Coit Road/Parker Road/Plano Parkway.</p> <p>(e) <b>Bid No. B035-05</b> for construction of Tollroad Service Road – Spring Creek Parkway to Headquarters Drive in the amount of \$1,108,738.</p> <p>(f) <b>Bid No. C001-05</b> to establish an annual fixed-price contract with two optional one-year renewals for Custodial Services – Various Facilities in the estimated annual amount of \$134,928.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(g) To accept and approve the City Secretary’s certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of mixed beverages in restaurants by food and beverage certificate holders; and providing an effective date.</p> <p>(h) To accept and approve the City Secretary’s certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of beer and wine for off-premise consumption; and providing an effective date.</p> <p>(i) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(j) A resolution of the City of Plano, Texas (hereinafter called the “Applicant”), designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks &amp; Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Texas Recreation &amp; Parks Account Outdoor Recreation Grants Program, hereinafter referred to as the “Program;” certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant’s matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.</p> <p>(k) A resolution of the City of Plano, Texas (hereinafter called the “Applicant”), designating officials as being responsible for the applicant in dealing with Texas Parks and Wildlife (hereinafter called the “Department”), for the purpose of participating in the Texas Recreation and Parks Account Regional Grants Program (hereinafter called the “Program”); certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant’s matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property, or the term of the joint-use agreement for non-leased property) public park and recreational uses.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(l) To vacate Ordinance No. 2004-5-5 and adopt this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 101.3± acres located on the east and west sides of Ohio Drive, between Parker Road and Tulane Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-150-Single-Family Residence Attached, Single-Family Residence-9, Single-Family Residence-7, and Patio Home; 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 2004-10)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	<p>To abandon all right, title and interest of the City, in and to that certain drainage and sanitary sewer easement recorded in Document Number 92-0023816 and those certain drainage easements recorded in Document Number 96-0098443 of the Land Records of Collin County, Texas and being situated in the Benjamin M. Craig Survey, Abstract Number 176 and located along Ohio Drive south of Parker Road in the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, Preston Parker L.P., to the extent of its interest; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date.</p>	
(n)	<p>To find that the current rates of Coserv Gas Ltd. are unreasonable; approving Coserv Gas Ltd.'s revised tariffs; finding cities' rate case expenses reasonable; severing the determination of the reasonableness of Coserv Gas Ltd.'s rate case expense from approval of the revised tariffs; retaining jurisdiction over the determination of the reasonableness of Coserv Gas Ltd.'s rate case expense issue until March 1, 2005; finding that any relief requested by Coserv Gas Ltd. not specifically granted herein is denied; adopting a most favored nations provision; finding that the meeting at which this ordinance is passed is open to the public as required by law and providing for notice of this ordinance to Coserv Las, Ltd.; and providing an effective date</p> <p><b><u>Award of Contract</u></b></p>	
(o)	<p>To approve and authorize for the selection of Parsons Brinkerhoff Quade &amp; Douglas, Inc. to provide Professional Engineering Services for an amount not to exceed \$58,794 in connection with the design of Preston Road at Plano Parkway Intersection Improvements and authorizing the City Manager to execute all necessary documents to effectuate this contract. Bid No. B113-04.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, 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.</u></b></p>	
(1)	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2004-50</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 557 so as to allow the additional use of Private Club on 0.1± acre of land located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2; 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. Neighborhood #31. Applicant: Turner Heritage Investments, LTD. &amp; SJD Development, Inc.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>(2)</p> <p>(3)</p>	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2004-51</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 545 for Regional Theater and Specific Use Permit No. 546 for Arcade so as to adjust the boundaries on 13.8± acres of land located on the east side of Coit Road, 662± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permits No. 545 for Regional Theater and No. 546 for Arcade; 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. Neighborhood #72. Applicant: Coit 190 Texas, LP</p> <p><b>Discussion and Direction regarding Charter Amendments</b></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>	



**Pat Evans**  
Mayor

**Shep Stahel**  
Mayor Pro Tem

**Ken Lambert**  
Deputy Mayor Pro Tem

**Scott Johnson**  
Place 2

**Phil Dyer**  
Place 3

**Sally Magnuson**  
Place 4

**Steve Stovall**  
Place 5

**Jean Callison**  
Place 7

**Thomas H. Muehlenbeck**  
City Manager

January 5, 2005

Mayor Pat Evans  
City Council Members  
City of Plano  
Plano, TX 75074

Honorable Mayor and City Council:

We will begin our meeting Monday evening at 5 p.m. in Executive Session with legal advice and personnel items.

The Preliminary Open Meeting agenda consists of a presentation by Don Wendell re the Master Plan for Oak Point Park and Nature Preserve. Alan Upchurch will discuss SH121 feasibility.

Please be reminded of the Special, Called Council meeting on January 12 to discuss the bond referendum.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck  
City Manager

THM/bn

Preliminary Open Meeting Item II.

Oak Point Park and Nature Preserve  
Master Plan – Don Wendell

*POM II a*

**Barbara Newell**

**From:** Alan Upchurch  
**Sent:** Tuesday, January 04, 2005 11:17 AM  
**To:** Tom Muehlenbeck; Frank Turner  
**Cc:** Alan Upchurch; Lloyd Neal  
**Subject:** SH 121 Feasibility

Our staff is participating in a regional study evaluating possible funding options to get the SH 121 main lanes completed as soon as possible. There are no TxDOT funds available for at least 15 years. The study group is looking at the option of converting the mainlines of SH 121 from DNT or Hillcrest to US 75 as a tollroad. Another option would be for the local governments to provide the needed funding. Collin County has \$30,000,000 from the 2003 bond referendum that is allocated for SH 121. The other four cities could also provide funding based on frontage, vehicle miles generated or some other basis. The question has been raised for each city to indicate its willingness to possibly provide such funding. The response is not a definite commitment at this time but would indicate whether this option is still possible or if it should be dropped. The funding could be considered as a grant or it could be refunded back to each entity as a shadow toll based on actual traffic volumes.

An updated estimate indicates the cost of the main lanes from Hillcrest to US 75 to be \$93,444,000. Using and deducting Collin County's \$30,000,000 leaves an unfunded cost of \$63,444,000. There are about 17 miles of frontage along this section of SH 121 or a cost of \$3,732,000/ mile of frontage. Plano has about 3.4 miles of frontage or \$12,689,000 of the total cost.

I would request that this item be placed on the January 10, council preliminary meeting for discussion and direction.

1/4/2005

*Pom. III a*

**Discussion/Action Items for Future Council Agendas  
(as of January 4, 2005)**

***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.***

**January 12 – Special, Called Meeting**

Bond Referendum

*January 17 – Martin Luther King Holiday*

**January 24**

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

**WMD Grant Update**

Solicitation Subcommittee Report with Firefighters and MDA reps

**Consideration of the Park Forest Neighborhood Action Plan** - Consideration of the Park Forest Neighborhood Action Plan for the general area bounded on the north by Cross Bend Road, on the south by Parker Road, on the west by Rainier Road and on the east by Alma Drive.  
**Applicant: City of Plano**

**Public Hearing:** Zoning Case 2004-54 - Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use. **Applicant: City of Plano**

**February 2, 2 p.m. – Groundbreaking – Cox Building**

**February 10 - District 1 Roundtable - 7 p.m. - Plano Centre, Windhaven Room**

**February 12 – 13 – AMCC - Austin**

**February 14**

**February 22 (rescheduled from 2/28)**

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

Board and Commission Policies and Procedures Alignment with Council

*Pmiva*

*March 7 – 11 – PISD Spring Break*

*March 11 – 15 – NLC – Washington, DC*

**March 16 (rescheduled from 3/14) (NLC)**

**March 28**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*April 9 – Police Banquet – Perot Systems – 6 – 10 p.m.*

**April 11**

**April 25**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*April 28 – District 3 Roundtable – 7 p.m. – City Joint Use Facility – Building A*

**May 9**

*May 17 – Special Called Meeting to Canvass Election*

**May 23**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*May 30 – Memorial Day Holiday*

*June 10 – 13 – TCMA - Galveston*

**June 13**

**June 27**  
DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*July 4 – Independence Day Holiday*

**July 25**

*Pompeo*

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

**July 27**

Budget

**August 8**

*August 18 - District 4 Roundtable - 7. p.m. – Vines High School Cafeteria*

**August 22**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*September 5 – Labor Day Holiday*

**September 12**

*September 25 – 28 – ICMA - Minneapolis*

**September 26**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*October 3 – 7 – PISD Fall Break*

**October 10**

**October 24**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*October 26 – 29 – TML – Gaylord Texan, Grapevine*

*November 10 – District 2 Roundtable – Plano Sports Authority – 2<sup>nd</sup> floor*

**November 14**

*November 24 – 25 – Thanksgiving Holidays*

*Pomne*

**November 28 (Thanksgiving)**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*December 6 – 10 – NLC – Charlotte, NC*

**December 12**

*December 23 – 26 – Christmas/ Winter Holidays*

**December 28 (rescheduled from 12/26) (Winter Holiday)**

DART Status Report  
Mobility Report  
Comprehensive Monthly Financial Report

*January 2, 2006 – New Year Holiday*

*fomvd*

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
December 13, 2004**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Shep Stahel, Mayor Pro Tem  
Ken Lambert, Deputy Mayor Pro Tem  
Scott Johnson  
Phil Dyer  
Sally Magnuson  
Steve Stovall  
Jean Callison

**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 5:02 p.m., Monday, December 13, 2004, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Dyer. Council Member Stovall arrived at 5:37 p.m. 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 matters of Real Estate, Section 551.072, and to discuss Executive Personnel, Section 551.074, for which a certified agenda is required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:34 p.m. in the Council Chambers for which the following matters were discussed:

**Consideration and Action Resulting From Executive Session Discussion**

No items were brought forward.

**Consideration of Request from Live From Plano to Use City Logo and Authorize Expenditure Not to Exceed \$50 for Embroidery of Logo**

Bonnie Dudley, representing Live From Plano, requested consideration to use the City of Plano logo for placement on a quilt to be auctioned off at a benefit scheduled for March, 2005. She stated that five agencies will benefit from the proceeds.

City Attorney Wetherbee stated that an agreement can be prepared and come forward for Council consideration to which the Council concurred. City Manager Muehlenbeck stated that City expenditures for this item should not exceed \$50.00.

### **Discussion and Direction Regarding 2005 Bond Referendum**

Director of Budget and Research Rhodes reviewed changes identified in the information packet of the 2005 proposed bond referendum items. She spoke to the inclusion of Fire and Library Facilities and Other Facilities which would include Animal Shelter Expansion, Radio System Infrastructure Replacement, Redevelopment Opportunities (land acquisition) and an Environmental Education Building. Ms. Rhodes spoke to Additional Requests to include a Science Technology Discovery Center, Heritage Farmstead, Art Studio, and Enfield Park Facility Enhancement projects. She spoke to Park Improvement Projects and Recreation Center Projects to include a Senior Center/Carpenter Park Expansion and further spoke to Street Improvement Projects.

Ms. Rhodes stated that Public Art has been separated out by project and identified as individual line items. Council Member Stovall spoke to not separating out Public Art costs as individual line items apart from the designated project. Mayor Evans spoke also to not identifying Public Art as a separate line item. Mr. Stovall requested that from this point forward this not be done and that the dollar amounts for Public Art be placed back in each total project amount. Council Member Magnuson spoke to allowing the Public Art Ordinance to work. Council Member Johnson stated that the Public Art Ordinance does not give direction with regard to separating the costs out from each project.

Deputy Mayor Pro Tem Lambert stated that it was his previous request that Public Art dollars be identified as a separate line item from each applicable project, and further stated that voters have not voted to do this. Mayor Evans stated that this was a Council decision passed by a majority of the Council.

Ms. Rhodes advised the Council that \$15 million or one-half cent on the tax rate is the amount identified and reflective of bond issuance going forward without creating a tax rate increase. She spoke to facing decreasing future revenues and to increasing expenditures and spoke to factors relating to maintaining required operations funding. Ms. Rhodes spoke to remaining 2001 election bond issuance coming forward throughout the next three years and to revised numbers reflecting a reduction in the total tax rate impact as well as the impact on the average home owner. She responded to Mr. Lambert that she would obtain numbers on the tax rate for the \$205 million amount of identified projects in the packet with inclusion of projected operation and maintenance costs. Ms. Rhodes further advised that operation and maintenance expenditures by project are identified in the hand-out and spoke to the capital reserve impact of all the projects. She spoke to upcoming key dates regarding input from the boards and commissions and various presentations throughout the City.

After a brief discussion, the Council concurred to hold a special called worksession on January 12 at 5:00 p.m. in the Council Chambers to further discuss and consider bond propositions. Ms. Rhodes responded to the Council that Staff is aware of the request for board and commission input regarding the bond propositions.

Director of Parks and Recreation Wendell responded to the Council that the proposed senior center is to be placed on the west side of Carpenter Park and that the facilities can share the existing spaces with the concept that the new recreation center will be a facility for all ages. He spoke to the vision of senior citizen programming going in the direction of not being segregated as a senior citizen but be included in a facility for all ages. Mr. Wendell responded to the Council that the current Senior Center is well used but not over crowded.

Mr. Wendell responded to the Council regarding the proposed Memorial Park and the request for a community recognition area as a space to recognize local heroes, national figures, and veterans both locally and nationally. He stated this would be an effort between the City and private groups in the community. Mayor Evans spoke to looking at whether or not it is appropriate to mix together multiple types of recognition into one area and asked if this has been considered. Mr. Wendell stated that the area is large enough allowing for multiple types of recognition placed in separate areas of the park. Mayor Pro Tem Stahel stated that organizations are agreeable with this concept as long as there are designated separate areas. Council Member Johnson spoke to the benefit of this site being centrally located in the City.

City Manager Muehlenbeck responded to the Council regarding radio system infrastructure and spoke to this being among items to come back and discuss certificates of obligation. He spoke to discussing Homeland Security funds and responded to the Council that a report will come forward in January on how funding is flowing down from the County.

Ms. Rhodes advised the Council that Staff will be available at the January 12 Council meeting to answer questions and that necessary information will be provided. Mayor Pro Tem Stahel requested that information be brought forward as to the remaining dollar amount to finish out existing projects as the City is built out. The City Manager stated that this can be identified through a five-year period.

Deputy Mayor Pro Tem Lambert requested that applicable outside agencies be available at the January 12 worksession to respond to questions.

The Council convened directly into the Regular Meeting at 7:06 p.m. No recess was taken. Remaining Preliminary items were discussed during the Regular Meeting.

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Pat Evans, **MAYOR**

ATTEST:

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Elaine Bealke, City Secretary

**PLANO CITY COUNCIL**  
**December 13, 2004**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Shep Stahel, Mayor Pro Tem  
Ken Lambert, Deputy Mayor Pro Tem  
Steve Stovall  
Phil Dyer  
Scott Johnson  
Sally Magnuson  
Jean Callison

**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 Preliminary Open Meeting directly into the Regular Meeting on Monday, December 13, 2004, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Dyer.

The invocation was led by Reverend Paul Goodrich of Custer Road United Methodist Church.

The Pledge of Allegiance was led by Boy Scout Troop 2819 of Prestonwood Baptist Church and the Men of Note performed for the Council.

Mayor Evans recognized Russian delegates, the Great American Clean Up T-Shirt Design Contest Winner and 2004 – MP3 Participants: Brian Collins, LaShon Ross, Casey Srader, Gay Schaffer, Robert Smouse and Christina Day. The City Council accepted the 2004 America’s Crown Communities Award by American City and County.

**GENERAL DISCUSSION**

Jack Lagos, citizen of the City spoke to adhering to language contained in bond ordinances which refer to the Performing Arts Center propositions and speak to “permanent public improvements within the City.” He further requested an agenda item to address the issue.

City Attorney Wetherbee advised that the controlling document is what the voters approved which was a public improvement for a creative arts facility and that it did not constrain itself to being in the City limits in the proposition or in related materials. Mr. Lagos spoke to the Council representing the people and passing an ordinance calling for permanent fixtures within the City. He further spoke to the ordinance being law unless it is rescinded or modified.

Mayor Evans spoke to the bond proposition approved by the voters allowing expenditure for the arts without being confined to the City. Deputy Mayor Pro Tem Lambert requested scheduling an Executive Session item for the December 21 Council meeting for discussion.

### **Discussion and Direction Regarding Open House Signs**

Selso Mata, Chief Building Official, provided the Council with background information regarding the item including a request made by the Collin County Association of Realtors to allow for open house signs on private property. He reviewed the proposed guidelines including allowing the signs on private property with consent of the homeowner; limiting them to 8 square feet with a maximum 30-inch height; locating signs 15 feet behind the street curb to eliminate visibility problems and ensure signs are outside of City right-of-way; prohibiting them from the City right-of-way subject to removal; allowing signs on Saturday and Sunday between 9:00 a.m. and 5:00 p.m., including contact information along with a real estate license number, and he stated that a realtor would be allowed two open house signs per home each weekend.

Mr. Mata reviewed the pros of the amendments which would allow for better visibility of signs, aid prospective homebuyers and advertise the sale of property. He spoke to the cons including that multiple signs would be allowed on a lot; building, apartment, garage sale and open house signs would be allowed; visual clutter of signs will increase and he spoke to increased staff involvement and possible citations. Mr. Mata spoke to legal ramifications including the continued prohibition of other off-site commercial signs and stated Staff's recommendation to leave the sign ordinance in tact as it is with no amendment to open house sign provisions. He further recommended repealing the garage sale signage provisions.

Council Member Stovall spoke to the referendum in 1990 and to the pressure that may be placed on owners of corner lots to place signs on their properties. He spoke to tools on the internet that would direct prospective buyers to a location and to realtors looking for an alternate solution.

Mr. Mata responded to Deputy Mayor Pro Tem Lambert that the recommendations were developed by Staff without input from realtors and spoke to the difficulty of enforcement. City Manager Muehlenbeck advised that he had spoken with several realtors. Mr. Lambert spoke to sending the item back with the understanding that it could be brought forward for more discussion.

Mayor Evans spoke to citizens shopping for homes by driving through the community and to finding a balance so that the City is not so restrictive. She spoke to a possible task force. Deputy Mayor Pro Tem Lambert spoke to a restriction in the maximum number of signs that could be placed on a corner lot. Mr. Mata spoke to open house signs being considered differently than those for garage sales and regarding the legal interpretation involved. Mr. Lambert spoke to the sign referendum restricting sign placement in the public right-of-way.

City Attorney Wetherbee spoke to considering how to make guidelines content neutral. She spoke to the staffing needs and enforcement under proposed recommendations and to making policy decisions allowing for signs but having other considerations including how often, when and where.

Mayor Pro Tem Stahel spoke to providing a link on the City's web site directing interested parties to a site containing information regarding open houses. He spoke regarding Staff's recommendation to leave the current sign ordinance in tact and stated he would not be opposed to looking at future recommendations. Council Member Stovall spoke to the overwhelming passage of the 1990 sign referendum and to neighborhood regulations that may be more restrictive than those of the City.

City Attorney Wetherbee responded to Mayor Evans that there would be no inconsistency from a garage sale perspective if those provisions were left intact.

Deputy Mayor Pro Tem Lambert spoke to restrictions allowing signage in neighborhoods and to not having business signs. City Attorney Wetherbee spoke to enforcement of issues such as allowed times and sizes for signs and stated that there are higher thresholds to consider when addressing content. She spoke to enforcement on a complaint basis and to Staffing needs and judgment calls that might need to be made regarding size, height, content and location. Mr. Mata spoke to the number of signs currently collected on weekends. Ms. Wetherbee spoke to possible restrictions related to the distance a sign should be from the open house.

Mayor Evans spoke to members of Council working with Ms. Wetherbee and Mr. Mata along with a realtor group. Deputy Mayor Pro Tem Lambert advised he would work on the recommendations and spoke to keeping signage within a major neighborhood and to not advertising businesses. Mayor Pro Tem Stahel spoke to receiving written consent from the homeowners where the signs are located, setting neighborhood limits, establishing a fee to cover additional inspection costs and limiting the number of days the same house can be advertised.

## **Local Option Election Update**

City Secretary Bealke advised the Council that Plano Citizens for Balanced Business has submitted petitions for verification for the purpose of calling an election on May 7, 2005, to remove the requirements for a private club permit (Unicard) and to designate current “dry” areas of the City as “wet” for beer and wine sales. She advised that the City has 30 days during which to verify the petitions and stated that if the petitions are verified an election order will be prepared for the January 24, 2005 Council meeting.

## **Personnel Appointments**

### Cultural Affairs Commission

Upon a motion made by Council Member Magnuson and seconded by Council Member Callison, the Council voted 7-0 to appoint Logan Sankaran to an interim term.

### Tax Increment Financing Reinvestment Zone No. 1 Board

Upon a motion made by Council Member Stovall and seconded by Mayor Pro Tem Stahel, the Council voted 7-0 to reappoint Council Member Johnson as chair.

### Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Council Member Stovall and seconded by Mayor Pro Tem Stahel, the Council voted 7-0 to appoint Council Member Dyer as chair.

### Keep Plano Beautiful Commission

Upon a motion made by Council Member Magnuson and seconded by Council Member Stovall, the Council voted 7-0 to appoint Robert Rodriguez to an interim term.

## **Council Items for Discussion/Action on Future Agendas**

Council Member Johnson requested an agenda item be scheduled to discuss aligning the policies and requirements for boards/commissions more closely with those of the Council. He stated that when Council members serve their full terms they must step away for one year before being reelected and spoke to considering a similar process for board members. He further requested discussion regarding boards/commissions receiving public input during their meetings. Council Member Stovall spoke in support of discussion and to inviting board members.

Mayor Pro Tem Stahel spoke to considering scheduling an agenda item in February or March 2005. Deputy Mayor Pro Tem Lambert spoke to providing a memo to the chair of each committee and Mayor Evans spoke to seeking input on other topics to discuss. Mayor Pro Tem Stahel spoke to providing a short survey.

Mayor Evans spoke to having Staff liaisons distribute information to board members regarding the discussion to be held at the February 22 Council meeting and to invite participation and input regarding additional topics for discussion.

### **Consent and Regular Agenda**

Mayor Pro Tem Stahel and Council Member Stovall advised they would be stepping down on Consent Agenda Items “R,” a resolution to approve an agreement with Storage Technology Corporation and “Y,” an expenditure for the purchase of personal computers and laptops with related software from Gateway Companies, Inc. due to possible conflicts of interest.

Citizen Jack Lagos requested removal of Consent Agenda Item “G,” a resolution to approve the terms and conditions of a funding agreement between the Arts of Collin County Commission, Inc. and the City of Plano for individual consideration.

### **Council Reports**

Mayor Pro Tem Stahel spoke to Deputy Mayor Pro Tem Lambert’s reappointment to the National League of Cities Transportation Committee and to his reappointment to the Board of Directors.

Mayor Pro Tem Stahel spoke to representing the Council at the kickoff of The Link Organization’s 10<sup>th</sup> Annual caravan spreading good cheer to several locations including the Collinworth Nursing Home.

### **CONSENT AGENDA**

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Mayor Pro Tem Stahel, the Council voted 7-0 to approve and adopt all remaining items on the Consent agenda as recommended and as follows:

#### **Approval of Minutes [Consent Agenda Item (A)]**

November 18, 2004  
November 22, 2004  
December 7, 2004

#### **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. C019-05** for Solar Powered Flashing Beacons in the estimated annual amount of \$23,320 for an annual contract with two City optional one-year renewals. [Consent Agenda Item (B)] (See Exhibit “A”)

**Bid No. C009-05** for Repair Clamps and Couplings in the estimated annual amount of \$25,364 for an annual fixed price contract with two optional one-year renewals. [Consent Agenda Item (C)] (See Exhibit “B”)

**Bid No. B008-05** for the Rowlett Creek Erosion Control Structure in the amount of \$248,600. [Consent Agenda Item (D)] (See Exhibit “C”)

**Bid No. B016-05** for construction of Pecan Lane Paving and Sewer Improvements in the amount of \$439,923. [Consent Agenda Item (E)] (See Exhibit “D”)

### **Adoption of Resolutions**

**Resolution No. 2004-12-1(R):** Regarding the change of the SH 190 designation which is used on the President George Bush Tollway frontage roads to State Loop 41; and providing an effective date. [Consent Agenda Item (F)]

**Resolution No. 2004-12-2(R):** To find that James Moss is entitled to defense representation pursuant to Section 2-10 of the Plano Code of Ordinances in connection with the matter of *MGT Concrete, Inc. v. James Moss*, and providing an effective date. [Consent Agenda Item (H)]

**Resolution No. 2004-12-3(R):** To authorize the City of Plano to enter into an agreement with AT&T Wireless Services, Inc., a wireless service provider (WSP), for the implementation and provision of Phase I E9-1-1 Service and Phase II E9-1-1 Service, in compliance with the FCC Order, as defined herein; authorizing the approval of payment by the City Manager; and providing an effective date. [Consent Agenda Item (I)]

**Resolution No. 2004-12-4(R):** To authorize the City of Plano to enter into an agreement with Cingular Wireless LLC, a wireless service provider (WSP), for the implementation and provision of Phase I E9-1-1 Service and Phase II E9-1-1 Service, in compliance with the FCC Order, as defined herein; authorizing the approval of payment by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

**Resolution No. 2004-12-5(R):** To approve the purchase of Systems Engineering Analysis by Motorola, Inc.; a sole-source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (K)]

**Resolution No. 2004-12-6(R):** To authorize the purchase of a service agreement from 3M Library Systems, suppliers of maintenance for 3M Equipment in the amount of \$38,160 for the Plano Public Library System; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (L)]

**Resolution No. 2004-12-7(R):** To approve the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon System from Dynix, a sole source supplier of said services, in an amount not to exceed \$63,000; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (M)]

**Resolution No. 2004-12-8(R):** To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas and Software Spectrum, Inc., a Delaware Corporation, 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 (N)]

**Resolution No. 2004-12-9(R):** To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (O)]

**Resolution No. 2004-12-10(R):** To approve the terms and conditions of a service agreement for MIR Centralized Irrigation Control Annual Supply to Interspec, L.L.C., the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement in an amount not to exceed \$60,000 annually from the Park Field Services budget; and providing an effective date. [Consent Agenda Item (P)]

**Resolution No. 2004-12-11(R):** To approve the terms and conditions of a service agreement for MIR Centralized Irrigation Control System Upgrade to Interspec, L.L.C., the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement in an amount not to exceed \$167,500 from the Technology Fund budget; and providing an effective date. [Consent Agenda Item (Q)]

**Resolution No. 2004-12-12(R):** To approve amendment #1 to the Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for Project CSJ: 0047-06-129, ramp improvement on US 75 from President George Bush Turnpike to Spring Creek Parkway; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

### **Adoption of Ordinances**

**Ordinance No. 2004-12-13:** To amend Ordinance No. 2000-7-9 codified as Section 12-73 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 Roundrock Trail from Cross Bend Road to Fountain Head Drive from Section 12-73(e) and amending Ordinance No. 99-9-29 codified as Section 12-73(b) to include a school zone on Roundrock Trail from Cross Bend Road to Fountain Head Road; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. [Consent Agenda Item (T)]

**Ordinance No. 2004-12-14:** To amend Section 3-6 of Chapter 3 “Alcoholic Beverages” of the Code of Ordinances amending Subsection (a) and deleting Subsection (b); and providing repealing and severability clauses; providing an effective date. [Consent Agenda Item (U)]

**Ordinance No. 2004-12-15:** To amend Ordinance No. 2002-9-11 (Food Categories and Fees) as referenced in Section 9-107(c)(3)(a) of Chapter 9 of the Code of Ordinances to provide for updated permit and inspection fees; providing a repealer clause, a severability clause; a publication clause and an effective date. [Consent Agenda Item (V)]

**Ordinance No. 2004-12-16:** To amend sections of Ordinance No. 2003-3-4 codified as Chapter 9 (Food Code) of the City of Plano Code of Ordinances, specifically Article II, Sec. 9-24(d)(6), and Article III, Section 9-31(b) to incorporate the recent name change of State Agency and Article XI, Section 9-107 of Ordinance No. 2003-3-4 to provide for permit procedures applicable to annual permits; and providing a penalty clause, repealer clause, a severability clause, a savings clause, a publication clause and an effective date. [Consent Agenda Item (W)]

### **Approval of Agreement**

To approve a temporary professional services agreement extension between the City and Columbia Medical Center of Plano subsidiary for EMS Medical Director Services, with such services to be provided for a 120 day period in the amount of \$16,000 and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (X)]

### **Approval of Expenditure**

To approve an expenditure in the amount of \$26,677 to GME Consulting Services, Inc. for construction material testing services in conjunction with the construction of the City of Plano Expansions to Operations and Equipment Services Buildings from an existing contract (D021-05), and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (Z)]

### **Award of Contract**

To approve and authorize for the selection of Birkhoff, Hendricks & Conway, L.L.P. to provide Professional Engineering Services for an amount not to exceed \$32,500 in connection with the design of Stewart Main – Capital to Plano Parkway and authorizing the City Manager to execute all necessary documents to effectuate this contract. [Consent Agenda Item (AA)]

To approve and authorize for the selection of Washington Group International, Inc. to provide Professional Engineering Services for an amount not to exceed \$89,326 in connection with the design of Intersection Improvements – 2005 and authorizing the City Manager to execute all necessary documents to effectuate this contract. This agreement is for preparation of plans and specification for construction of intersection improvements at the following locations: Legacy/Hedgcoxe, Spring Creek/Coit, Coit/Plano Parkway, Alma/Plano Parkway and Spring Creek/Alma. [Consent Agenda Item (BB)]

To approve and authorize for the selection of Binkley & Barfield, Inc. to provide Professional Engineering Services for an amount not to exceed \$207,400 in connection with the design of McDermott Drive – Custer Road to Coit Road and authorizing the City Manager to execute all necessary documents to effectuate this contract. [Consent Agenda Item (CC)]

### **Amendment to a Contract**

To approve a contract amendment with Freese & Nichols, Inc., for Professional Engineering Services in the amount of \$17,100 in connection with construction of Ridgeview Drive – SH 121 Sewer Line and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (DD)]

### **Reimbursement of Oversize Participation**

To approve and authorize reimbursement to SCI Township Partners, L.P. for oversize participation for paving improvements associated with the construction of the south side of McDermott from Preston Road to Ohio Drive, in the amount of \$68,652. [Consent Agenda Item (EE)]

### **END OF CONSENT**

**Resolution No. 2004-12-17(R):** To approve the terms and conditions of a funding agreement in the amount of \$297,267 by and between the Arts of Collin County Commission, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

**Resolution No. 2004-12-17(R) (cont'd)**

Jack Lagos, citizen of the City, requested this agenda item be tabled for future consideration. Deputy Mayor Pro Tem Lambert clarified that the Council requested a legal briefing on an item related to bond monies that was previously discussed during the meeting.

Mr. Lagos recommended that the City participate in the funding agreement by providing one-third of the monies. City Manager Muehlenbeck clarified that discussions were held with the city managers and mayors of Frisco and Allen and his recommendation that the 2010 population basis be utilized in order to save money. He spoke to the concurrence to utilize a different method of funding for the operation/maintenance budget with the City of Plano using the 2010 basis and the other two cities splitting the remainder.

City Attorney Wetherbee stated that until February 2004 when the Arts of Collin County was formally created, there were no operational agreements in place and that at that time bylaws were adopted along with an interlocal agreement. She spoke to the savings realized by utilizing the 2010 population basis. Mr. Lagos stated that the funding portion of the interlocal agreement is not enforceable since there is not an approved project.

City Manager Muehlenbeck spoke to the discussion between mayors and city managers and the realization that the size of the operating budget was greater than what was previously funded and the need for a different recognition of the population figures to support the budget. Mayor Evans spoke to the operating funds being based on capita where the capital funds are divided equally.

City Attorney Wetherbee stated that one of the fundamental parts of the interlocal agreement is the setting forth of the operation/maintenance sharing of expenses and spoke regarding the improvement in the City's position through the City Manager's negotiations.

Upon a motion made by Council Member Stovall and seconded by Council Member Magnuson, the Council voted 7-0 to approve the terms and conditions of a funding agreement in the amount of \$297,267 by and between the Arts of Collin County Commission, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2004-12-17(R).

Mayor Pro Tem Stahel and Council Member Stovall stepped down from the bench on the following two items which were considered concurrently.

**Resolution No. 2004-12-18(R):** To approve the terms and conditions of an agreement by and between Storage Technology Corporation and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (E)]

**Approval of an expenditure** in an amount of \$579,869 for the purchase of personal computers and laptops with related software to Gateway Companies, Inc., under previously awarded contract C022-03; and authorizing the City Manager to execute all necessary documents to effectuate the purchase. [Consent Agenda Item (E)]

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Council Member Johnson, the Council voted 5-0 to approve the terms and conditions of an agreement by and between Storage Technology Corporation and the City of Plano; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2004-12-18(R), and further to approve an expenditure in an amount of \$579,869 for the purchase of personal computers and laptops with related software to Gateway Companies, Inc., under previously awarded contract C022-03; and authorizing the City Manager to execute all necessary documents to effectuate the purchase.

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

**Public Hearing and adoption of Ordinance No. 2004-12-19 as requested in Zoning Case 2004-44** – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 553 so as to allow the additional use of Private Club on 0.1± acre of land located 100± feet east of Preston Road and 395± feet south of McDermott Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed Use; 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. Neighborhood #1. Applicant: Pei Wei Asian Diner [Regular Agenda Item (1)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

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

Upon a motion made by Council Member Stovall and seconded by Council Member Johnson, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 553 so as to allow the additional use of Private Club on 0.1± acre of land located 100± feet east of Preston Road and 395± feet south of McDermott Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed Use as requested in Zoning Case 2004-44 and as recommended by the Planning and Zoning Commission; 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; and further to adopt Ordinance No. 2004-12-19. (Council Member Magnuson was away from the bench.)

**Public Hearing and adoption of Ordinance No. 2004-12-20 as requested in Zoning Case 2004-46** – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 555 so as to allow the additional use of Contract Construction on 0.1± acre of land located 56± feet east of K Avenue and 90± feet south of Summit Avenue in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 522 for Used Car Dealer; 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. Neighborhood #67. Applicant: Plano Area Habitat for Humanity [Regular Agenda Item (1)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted and stated that the Council may include a stipulation referencing indoor storage.

Mayor Evans opened the Public Hearing. Charles Kramer, representing the applicant, spoke regarding the location and the applicant's request for indoor storage. Dick Taylor, Executive Director of the Plano Area Habitat for Humanity, spoke to the organization's efforts in the City. No one else spoke either for or against the request. The Public Hearing was closed.

Mayor Pro Tem Stahel spoke to adding a stipulation restricting outside storage. Ms. Jarrell advised that she would get information back to the Council regarding the Specific Use Permit for Used Car Sales at the site.

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Mayor Pro Tem Stahel, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 555 so as to allow the additional use of Contract Construction on 0.1± acre of land located 56± feet east of K Avenue and 90± feet south of Summit Avenue in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 522 for Used Car Dealer as requested in Zoning Case 2004-46 and as recommended by the Planning and Zoning Commission with *the change being granted subject to no outdoor storage*; 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; and further to adopt Ordinance 2004-12-20 as revised.

**Public Hearing and adoption of Ordinance No. 2004-12-21 as requested in Zoning Case 2004-48** – To repeal in its entirety Ordinance No. 90-2-18, thereby rescinding Specific Use Permit No. 167 for the additional use of Private Club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to grant Specific Use Permit No. 556 so as to allow the additional use of Private Club on 44.3± acres of land located at the southwest corner of Spring Creek Parkway and Jupiter Road in the City of Plano, Collin County, Texas, presently zoned Office-2 with Specific Use Permit No. 167 for 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. Neighborhood #37. Applicant: City of Plano [Regular Agenda Item (1)]

Director of Planning Jarrell advised the Council that the original Specific Use Permit for Plano Centre was issued to a specific operator and that this item would apply the permit to the property. She advised that the Planning and Zoning Commission recommended approval of the request subject to waiving the 1,000-foot distance requirement between a private club and a publicly-owned park.

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

Upon a motion made by Council Member Stovall and seconded by Council Member Magnuson, the Council voted 7-0 to repeal in its entirety Ordinance No. 90-2-18, thereby rescinding Specific Use Permit No. 167 for the additional use of Private Club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to grant Specific Use Permit No. 556 so as to allow the additional use of Private Club on 44.3± acres of land located at the southwest corner of Spring Creek Parkway and Jupiter Road in the City of Plano, Collin County, Texas, presently zoned Office-2 with Specific Use Permit No. 167 for Private Club as requested in Zoning Case 2004-48 and as recommended by the Planning and Zoning Commission; 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 and further to adopt Ordinance No. 2004-12-21.

**Public Hearing and adoption of Ordinance No. 2004-12-22 as requested in Zoning Case 2004-47** – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Heritage Resource Designation No. H-32 to a 0.5± acre property, situated in the city of Plano, Collin County, Texas, on the south side of 15th Street, 100± feet west of O Avenue, presently zoned Urban Residential, and retaining this zoning classification; directing a change accordingly in the official zoning map of the City; and providing a repealer clause, a savings clause, a penalty clause, a severability clause and an effective date. Neighborhood #60. Applicant: Josephine Mary Howser. [Regular Agenda Item (1)]

**Ordinance No. 2004-12-22 (cont'd)**

Heritage Preservation Officer Watson advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted. He responded to Mayor Pro Tem Stahel that moving the house had no impact locally but would preclude it from receiving a National Register nomination.

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

Upon a motion made by Mayor Pro Tem Stahel and seconded by Council Member Callison, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Heritage Resource Designation No. H-32 to a 0.5± acre property, situated in the city of Plano, Collin County, Texas, on the south side of 15th Street, 100± feet west of O Avenue, presently zoned Urban Residential, and retaining this zoning classification as requested in Zoning Case 2004-47 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a repealer clause, a savings clause, a penalty clause, a severability clause and an effective date; and further to adopt Ordinance No. 2004-12-22.

There being no further discussion, Mayor Evans adjourned the meeting at 9:05 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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**Elaine Bealke, City Secretary**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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 checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>01/10/05</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager		
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b>	<b>Project No. 5358</b>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Award of bid to Songer Construction, Inc. in the amount of \$2,220,000 for total base bid for the construction of Fire Station No. 11 (Bid No. B023-05).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2004-05</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		102,716	3,234,284	0
Encumbered/Expended Amount		-102,716	-129,054	0
This Item		0	-2,220,000	0
BALANCE		0	885,230	0
<b>FUND(S):</b> MUNICIPAL FACILITIES CIP				
<b>COMMENTS:</b> Funds are included in the 2004-2005 Municipal Facilities CIP. This item, in the amount of \$2,220,000, will leave a current year balance of \$885,230 for the Fire Station No. 11 project.				
<b>STRATEGIC GOAL PLAN:</b> This item relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff recommends bid of Songer Construction, Inc. in the amount of \$2,220,000, be accepted as the lowest responsible bid contingent upon timely execution of any necessary contract documents.				
Songer Construction, Inc. was the lowest bidder for the project. Should they not be able to enter into a contract with the City, then award is recommended to the second lowest bidder, Mitchell Enterprises, Inc., in the amount of \$2,409,000.				
Project cost estimate was \$2,400,000.				
<b>List of Supporting Documents:</b> Bid Tabulation Letter from Wiginton Hooker Jeffry, P.C. Location Map		<b>Other Departments, Boards, Commissions or Agencies</b> N/A		

*b-1*

**CITY OF PLANO  
 BID TABULATION  
 B023-05**

**Fire Station No. 11 Project No. 5358  
 December 8, 2004 @ 3:30 PM**

<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>Add1, Add2, Add3</b>			<b>TOTAL BASE BID</b>
Songer Construction, Inc.	Yes	Yes	Yes	Yes	\$2,220,000.00
Mitchell Enterprises, Inc.	Yes	Yes	Yes	Yes	\$2,409,000.00
Piazza Construction LTD	Yes	Yes	Yes	Yes	\$2,439,799.00
Harrison Quality Construction, Inc.	Yes	Yes	Yes	Yes	\$2,488,600.00
CME Builders & Engineers, Inc.	Yes	Yes	Yes	Yes	\$2,498,000.00
Vortex Construction G.P., Inc.	Yes	Yes	Yes	Yes	\$2,733,000.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

*Lauren Roberts*

December 8, 2004

Lauren Roberts, Buyer

Date

**“BID TABULATION STATEMENT”**

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
 CITY OF PLANO TEXAS

*b-2*



December 29, 2004

Mr. Paul Glenn  
Senior Facilities Construction Coordinator  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086

**Re: Fire Station 11**

Dear Paul:

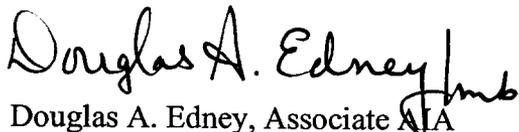
We have reviewed the qualification statements and references for Songer Construction Inc. and Mitchell Enterprises, Ltd. These were the two low bidders on Fire Station 11 that bid December 8, 2004. Songer Construction Inc. was the first low bidder with a cost of \$2,220,000; with Mitchell Enterprises, Ltd. being the second low bidder with a cost of \$2,409,000.

After checking references provided by both bidders, we can find nothing that would eliminate either firm from consideration. Project references for both firms were generally good with regard to job performance and schedule. Trade, bonding and financial references were positive for both companies. We have found no reason The City of Plano could not move forward and award the project to either Contractor.

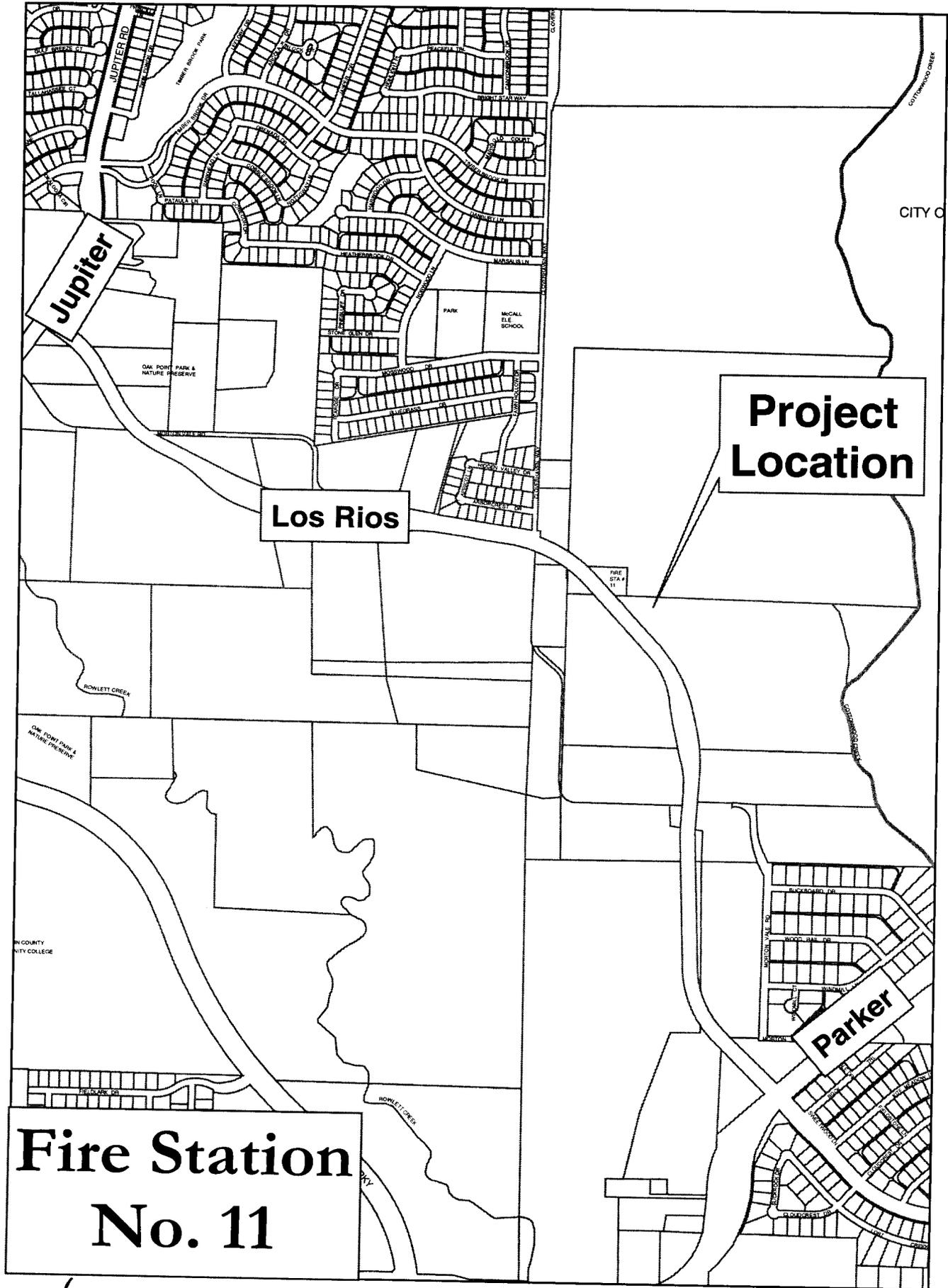
We recommend that the City should award the contract to the first low bidder, Songer Construction Inc. Should problems arise that prevent a successful contract signing with Songer Construction Inc., then the City should move to negotiations with Mitchell Enterprises, Ltd. without hesitation.

We look forward to moving this project into the construction phase. Please let us know if we can be of any further assistance regarding the bid and award of this project.

Sincerely,

  
Douglas A. Edney, Associate AIA

b-3



**Fire Station  
No. 11**

B-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike/Ryan	Executive Director			
Dept Signature:	<i>Dean Palmer</i>	City Manager	<i>JK</i>	<i>12/31/04</i>	
Agenda Coordinator (include phone #): <b>January M. Cook, Ext. 7376</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award, rejection of Bids/Proposals, Conditional acceptance of best value Bid/Proposal to establish a two year fixed price contract for Structural Fire Fighting Helmets (C155-04).					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>04/05</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in the Fire Department within the approved budget appropriations. This item establishes a two year fixed price contract with three optional one year renewals. The estimated annual amount is \$15,000.					
STRATEGIC PLAN GOAL: Periodic purchase of protective fire apparel is related to the City's Goal of "Service Excellence"					
<b>SUMMARY OF ITEM</b>					
<b>TWO YEAR CONTRACT WITH RENEWALS</b>					
Staff recommends bid of Casco Industries be accepted as best value bid conditioned upon timely execution of any necessary contract documents. This will establish a two year fixed price contract with three optional one-year renewals for the purchase of Structural Fire Fighting Helmets. The estimated expenditure for the initial two year period is \$30,000. The estimated annual expenditure for each subsequent year is \$15,000.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo					
Evaluation Matrix					

**Plano Fire Rescue**  
**MEMORANDUM**

**DATE:** December 8, 2004  
**TO:** Diane Palmer, Assistant Purchasing Manager  
**FROM:** Kirk Owen, Division Chief  
**SUBJECT:** Recommendation for Award of Contract – Bid C155-04 Structural Fire Fighting Helmets

Eight bids were received representing five different helmet manufacturers. However, the Dooley Tackaberry bid on Cairns helmets was deemed non-responsive because they did not provide the helmets required for evaluation. In addition, Chieftain Helmets was unable to provide the manufacturer's presentation to the evaluation committee and, with their agreement, were removed from the process. Therefore, six bids representing four different helmet manufacturers were evaluated.

This bid was evaluated on a "Best Value" basis by a committee of Plano Fire Department members. I served as a "non-evaluating" member to facilitate the process, and am providing this recommendation on behalf of the committee. The evaluation criteria used by the committee was included in the bid specifications and addressed the following areas: design and features, comfort, cost, and warranty. The committee heard presentations from each manufacturer on October 27. Members then took sample helmets for their inspection and evaluation, meeting again on November 2 & 8.

Each person individually completed an evaluation form which was then combined into the overall evaluation summary attached to this memo. Based on this process, the committee recommends that Casco Industries be awarded this contract for Cairns helmets. The Cairns helmet received the most overall points by a clear margin.

Please let me know if you have any questions or need any additional information. Thank you for your assistance with this project.

C: William Peterson, Fire Chief  
Frank Snidow, Budget Analyst

C-2

		Design - 42 Points	Comfort - 28 Points	Cost - 20 Points	Warranty - 10 Points	Total Score
Casco	Cairns	40.75	28	17.52	9.25	95.52
Dooly Tackaberry	Paul Conway	34.25	22.25	12.52	6.75	75.77
Dooly Tackaberry	Morning Pride	27.25	18.25	17.94	7.25	70.69
Four Alarm	Bullard	33.25	21.75	20	8	83
Fuego	Morning Pride	27.25	18.25	16.95	7.25	69.7
Nafeco	Paul Conway	34.25	22.25	18.34	6.75	81.59



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>1/10/05</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / Mike Rapplear		<i>[Signature]</i>	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	<b>12/31/04</b>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<b>12/31/04</b>	
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>					

**ACTION REQUESTED:**

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

### CAPTION

Award, Rejection of Bids/Proposals, Conditional Acceptance of the lowest responsible Bids/ Proposals of the Primary Vendor and an Alternate Vendor for residential pavement repairs on the 2004- 2005 Residential Slab Replacement Project, , Zones G3 & G4 within the City of Plano. Bid No. B034-05.

### FINANCIAL SUMMARY

NOT APPLICABLE    
 OPERATING EXPENSE    
 REVENUE    
 CIP

FISCAL YEAR: <b>2004-05</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,164,666	3,535,334	4,000,000	<b>10,700,000</b>
Encumbered/Expended Amount	-3,164,666	-1,076,759	0	<b>-4,241,425</b>
This Item	0	-1,682,325	0	<b>-1,682,325</b>
<b>BALANCE</b>	<b>0</b>	<b>776,250</b>	<b>4,000,000</b>	<b>4,776,250</b>

**FUND(S):** CAPITAL RESERVE

**COMMENTS:** Funds are included in the 2004-05 Capital Reserve. This item, in the amount of \$1,682,325, will leave a current year balance of \$776,250 for the Residential Street & Alley Replacement project.

**STRATEGIC PLAN GOAL:** This item relates to the City's Goal of Safe, Livable Neighborhoods.

### SUMMARY OF ITEM

Staff recommends the bid of Jim Bowman Construction Company, L.P. in the amount of \$ 1,682,325, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of street, and alley pavement and construction of barrier free ramps in the residential areas, bounded by Preston Road on the west, Coit Road on the east, Parker Road on the north and Plano Parkway on the south.

The secondary vendor being recommended is Ken-Do Contracting in the amount of \$ 1,799,700.00.

Engineer's estimate for this project is \$2,000,000.00.

List of Supporting Documents: Bid Tabulation Location Map	Other Departments, Boards, Commissions or Agencies
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**CITY OF PLANO  
BID TABULATION  
B034-05**

**2004-2005 Residential Slab Replacement Project Zones G3 and G4  
Project No. 5564  
December 9, 2004 @ 3:00 PM**

<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>TOTAL BID</b>
<b>Jim Bowman Construction Co., L.P.</b>	Yes	<b>\$1,682,325.00</b>
Ken-Do Contracting	Yes	\$1,799,700.00
McMahon Contracting, L.P.	Yes	\$1,998,170.00
Silver Creek Construction	Yes	\$2,462,525.00
Jerusalem Corp.	Yes	\$2,987,000.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

*Sharron Mason*

December 9, 2004

Sharron Mason, Buyer

Date

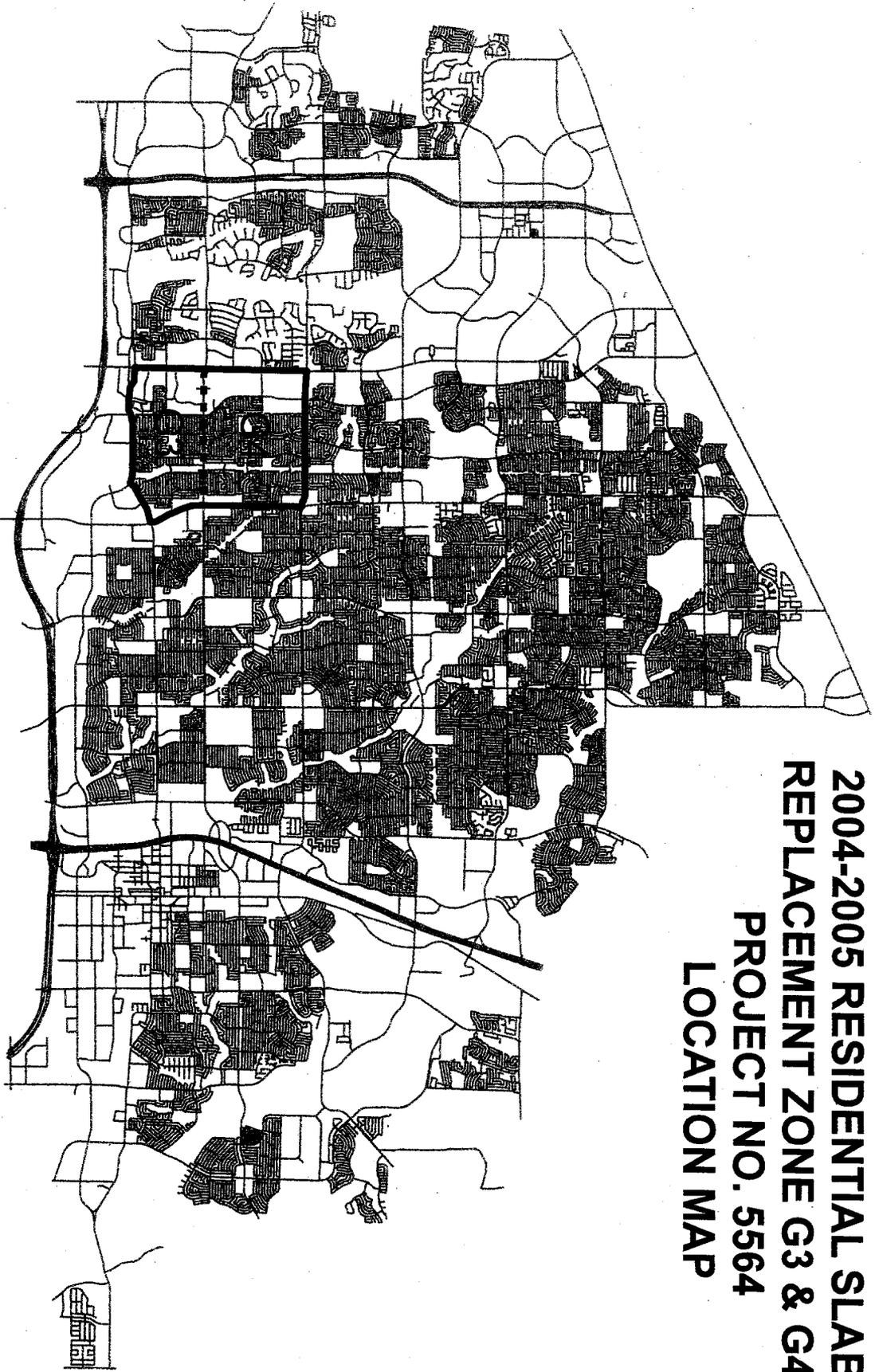
**“BID TABULATION STATEMENT”**

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
CITY OF PLANO TEXAS

*d-2*

**2004-2005 RESIDENTIAL SLAB  
REPLACEMENT ZONE G3 & G4  
PROJECT NO. 5564  
LOCATION MAP**



*d-3*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>01/10/05</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Upchurch	Executive Director	<i>[Signature]</i> 1/9/05 <i>[Signature]</i> 1/10/05		
Dept Signature:	<i>[Signature]</i>	City Manager			
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>NP</i> Project No. 5154			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Tollroad Service Road – Spring Creek Parkway to Headquarters Drive (Bid No. B035-05).					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2004-05</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		718	1,657,282	0	1,658,000
Encumbered/Expended Amount		-718	-105,189	0	-105,907
This Item		0	-1,108,738	0	-1,108,738
BALANCE		0	443,355	0	443,355
FUND(S): <b>STREET IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$1,108,738, will leave a current year balance of \$443,355 for the Tollroad Service Roads – Spring Creek Parkway to Headquarters Drive project.					
<b>STRATEGIC PLAN GOAL:</b> This item relates to the City's Goal of Safe, Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid of McMahon Contracting, L.P., in the amount of \$1,108,738.01 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. The recommended award includes the Base Bid & Additive Alternate (a concrete mow strip at the base of the proposed chain link fence installation).					
The second vendor being recommended is Rebcon, Inc. in the amount of \$1,229,365.20. Engineer's estimate was \$1,000,000.					
The project consists of the widening of the northbound and southbound service roads along the Dallas North Tollway from Spring Creek Parkway to Headquarters Drive, along with widening of the north side of Legacy Drive from approximately 500 feet west of the Tollway to 700 feet east of the Tollway. Also included are the installation of right turn lanes as follows: (1) northbound service road onto eastbound Tennyson Parkway, (2) southbound service road onto westbound Legacy Drive, (3) northbound service road onto eastbound Headquarters Drive and (4) westbound Legacy Drive onto northbound service road.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

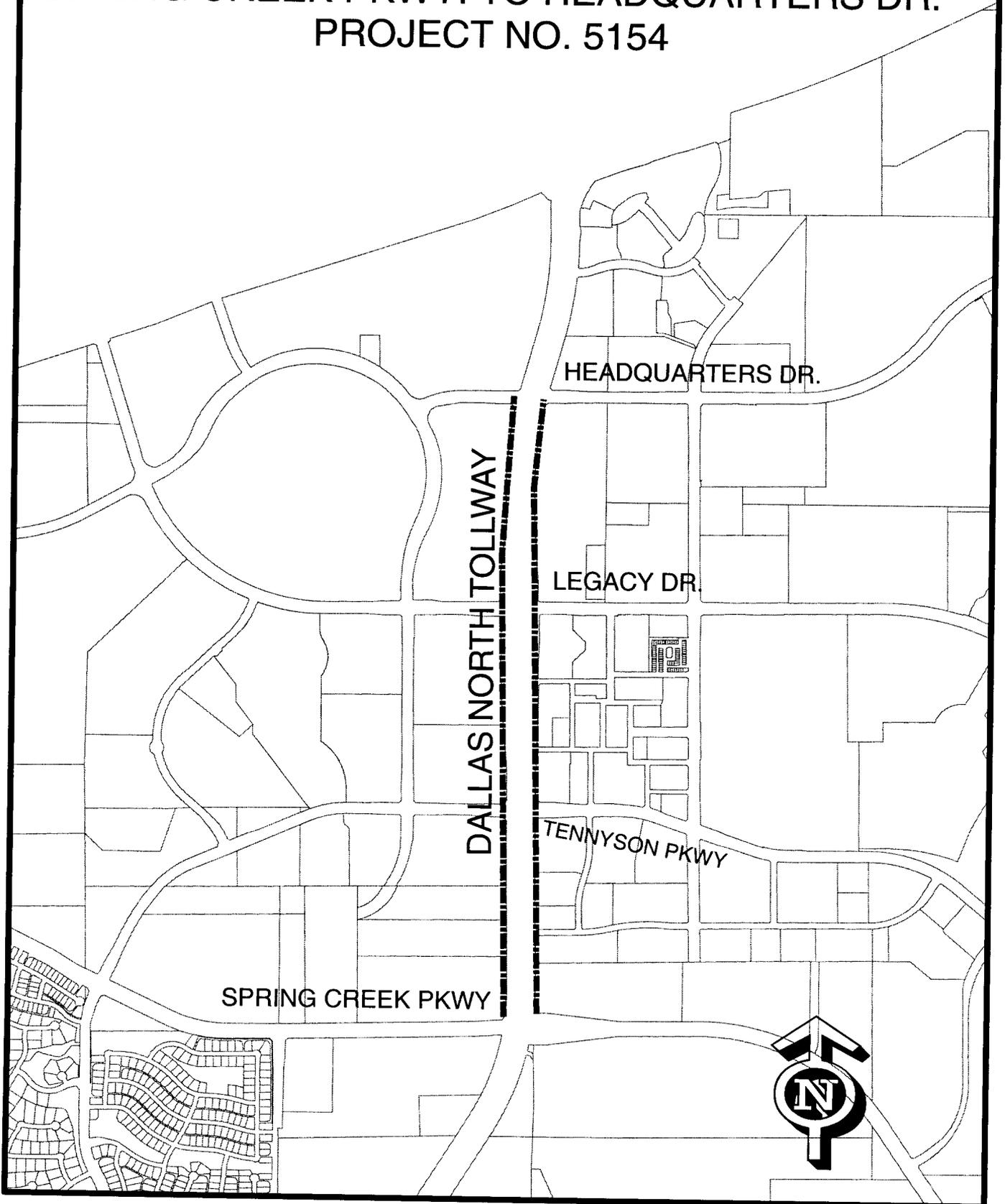
**BID SUMMARY**

**TOLLROAD SERVICE ROAD  
SPRING CREEK PKWY. TO HEADQUARTERS DR.  
PROJECT NO. 5154**

<b>BID RANKING</b>	<b>BIDDER</b>	<b>BASE BID</b>	<b>BASE + ADD. ALTERNATE</b>
1	McMahon Contracting, L.P.	\$1,102,350.61	\$1,108,738.01
2	Rebcon, Inc.	1,222,919.20	1,229,365.20
3	Tiseo Paving Company	\$1,222,761.80	\$1,234,481.80

e-2

TOLLROAD SERVICE ROAD  
SPRING CREEK PKWY. TO HEADQUARTERS DR.  
PROJECT NO. 5154





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>1/10/05</b>	Reviewed by Legal <i>JA</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Mike Ryan</i>		City Manager	<i>[Signature]</i>	1/4/05
Agenda Coordinator (include phone #): <b>Glenna Hayes x7247</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award, rejection of Bids/Proposals, Conditional acceptance of Best Value Bid/Proposal to establish an annual fixed price contract for CUSTODIAL SERVICES – VARIOUS FACILITIES in the estimated annual amount of \$134,928.00 (C001-05)					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2004-2005</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0		0	
Encumbered/Expended Amount		0		0	
This Item		0		0	
BALANCE		0		0	
FUND(S): <b>GENERAL FUND</b>					
Comments: This item approved an annual fixed price contract with two optional one-year renewals for Custodial Services in various City facilities. Expenditures will be made from the Facilities Services department within the approved budget appropriations. The estimated annual amount is \$134,928.					
STRATEGIC PLAN GOAL: Annual fixed price contracts for janitorial services relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
<b>ANNUAL CONTRACT WITH RENEWALS</b>					
Staff recommends bid of White Glove Janitorial & Floor Services Inc. be accepted as the best value bidder meeting specifications for Custodial Services – Various Facilities in the estimated amount of \$134,928.00. This will be established as an annual fixed price contract with two optional one-year renewals. (C001-05)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Recap; Memo; Evaluation Matrix					

*f-1*

## Memorandum

**Date:** 12/28/04

**To:** Glenna Haynes, Purchasing Buyer

**From:** Robert A. Newby – Facilities Building Services Coordinator

**RE:** Recommendation – Custodial Bid No C001-05

---

A comprehensive evaluation of the bids received for the City of Plano, new custodial cleaning contract Bid No. C001-05 has been completed. The vendor selected providing the Best Value bid of \$134,928.00 was White Glove Janitorial and Floor Services Inc. The evaluation process was conducted by the Joint Custodial Review Committee consisting of administrative and managerial representatives from the Public Libraries – Joyce Baumbach, Library Director, Parks & Recreation – Amy Fortenberry, Recreation Services Manager, Police Administration – Glen Brashear, Administrative Manager and Facilities – Richard Medlen, Facilities Building Maintenance Supervisor and Robert A. Newby, Facilities Building Services Coordinator. The bid evaluation process consisted of reviews by the committee of bid document C001-05 specifications; price tabulations; facilities reference reviews, mandatory site visit tallies, and cursory review from the Purchasing department, work plan/equipment comparisons and the priority evaluation matrix.

The committee is recommending that the contract be awarded to White Glove Janitorial and Floor Services, Inc. who provided the Best Value Bid per the attached qualifying matrix completed by the committee. White Glove Janitorial and Floor Services, Inc. bid of \$11,244.00 per month with a \$134,928.00 total annual cost is within our targeted estimated annual expenditure of \$150,000.00. The total cost per square foot including cleaning labor, materials and supplies is \$.052 per square foot.

The selected vendor demonstrated experience and competency in providing a strong staffing work plan and sufficient new equipment to perform all required services under the agreement. White Glove Janitorial and Floor Services, Inc. strongest aspect was their current and past relationship and reputation with the City of Plano, as the City's main current custodial contract cleaning vendor. White Glove Janitorial & Floor Services, Inc. has demonstrated a strong contractual retention rate and renewal percentage. Gylan Building Services is being recommended by the committee as the second Best Value Bid of \$135,696.24 per the attached qualifying matrix completed by the committee per the bid specifications. The alternate vendor price is somewhat higher than our selected vendor, but still well within our available estimated expenditure limit. Therefore, Gylan Building Services is our recommended alternate vendor to award the contract provided a contractual agreement is unable to be made with White Glove Janitorial and Floor Services, Inc.

Please let me know if you have any questions. If not, please proceed with arrangements to have the contract placed on the January 10, 2005 City Council agenda.

cc: Bill Morris – Facility Manager  
Mike Ryan – Chief Procurement Officer  
Diane Palmer – Purchasing Manager

RN/  
Attachment: Committee Summary

f-2

**C001-05  
CUSTODIAL SERVICES – VARIOUS FACILITIES**

**SUMMARY MATRIX**

<b>Administrative Disciplines</b>	<b>Public</b>	<b>Parks &amp; Recreation</b>	<b>Police Admin.</b>	<b>Facilities Maintenance</b>	<b>Facilities Services</b>	<b>GRAND TOTALS</b>
<b>WHITE GLOVE JANITORIAL &amp; FLOOR SVCS. Inc.</b>	14	14	14	14	14	70
<b>GYLAN BUILDING SERVICES</b>	10	9	9	10	10	48
<b>ANDREWS BUILDING SERVICES</b>	10	7	8	8	9	42
<b>C.T.J. MAINTENANCE</b>	9	7	6	7	7	36
<b>EAGLE BUILDING MAINTENANCE</b>	6	8	4	9	6	33
<b>LIFENET COMM. BEHAVIORAL</b>	6	6	5	7	5	29
<b>ROCO INC. dba ANAGO</b>	5	7	4	8	5	29



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal <i>HS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary	Initials	Date	
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>DMC</i>	<i>1/14/05</i>
Agenda Coordinator (include phone #):		<b>Di Zucco - X7551</b>		
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				
<b>CAPTION</b>				
To accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of mixed beverages in restaurants by food and beverage certificate holders; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

DATE: January 4, 2005  
TO: Thomas H. Muehlenbeck, City Manager  
FROM: Elaine Bealke, City Secretary *EB*  
SUBJECT: Final Petition Verification Counts

---

The petition verification process was completed on December 31, 2004.

The total number of verified signatures for "The legal sale of beer and wine for off-premise consumption only" is 22,197.

The total number of verified signatures for "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only" is 23,126.

*g-2*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ACCEPTING AND APPROVING THE CITY SECRETARY'S CERTIFICATION OF THE NUMBER OF QUALIFIED SIGNATURES ON A PETITION TO ORDER A LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2004, the City of Plano received the Petition from the Plano Citizens for Balanced Business to order a local option election to legalize the sale of mixed beverages in restaurants by food and beverage certificate holders; and

**WHEREAS**, pursuant to Title 6 of Chapter 251, Subchapter A of the Texas Alcoholic Beverage Code, the City is required to receive signatures representing at least 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election for an election on any other ballot issue, or 20,077 signatures, before a local option election can be ordered; and

**WHEREAS**, the City Secretary verified qualified signatures exceeding 10% of the required 20,077; and

**WHEREAS**, after duly verifying the signatures within the thirty (30) day period as required by statute, the City Secretary certifies that the Petition contains 23,126 qualified signatures which meet the statutorily required threshold under Chapter 251 of the Texas Alcoholic Beverage Code.

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

**Section I.** The City Council accepts and approves the City Secretary's certification of the number of qualified signatures on the Petition for ordering a local option election as required by Title 6 of Chapter 251, Subchapter A of the Texas Alcoholic Beverage Code.

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

**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

g-4



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary	Initials	Date	
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>ADU</i>	<i>1/4/05</i>
Agenda Coordinator (include phone #):		<b>Di Zucco - X7551</b>		
<b>ACTION REQUESTED:</b> <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				
<b>CAPTION</b>				
To accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of beer and wine for off-premise consumption; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

DATE: January 4, 2005  
TO: Thomas H. Muehlenbeck, City Manager  
FROM: Elaine Bealke, City Secretary *EB*  
SUBJECT: Final Petition Verification Counts

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The petition verification process was completed on December 31, 2004.

The total number of verified signatures for “The legal sale of beer and wine for off-premise consumption only” is 22,197.

The total number of verified signatures for “The legal sale of mixed beverages in restaurants by food and beverage certificate holders only” is 23,126.

*h-2*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ACCEPTING AND APPROVING THE CITY SECRETARY'S CERTIFICATION OF THE NUMBER OF QUALIFIED SIGNATURES ON A PETITION TO ORDER A LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2004, the City of Plano received the Petition from the Plano Citizens for Balanced Business to order a local option election to legalize the sale of beer and wine for off-premise consumption; and

**WHEREAS**, pursuant to Title 6 of Chapter 251, Subchapter A of the Texas Alcoholic Beverage Code, the City is required to receive signatures representing at least 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election for an election on any other ballot issue, or 20,077 signatures, before a local option election can be ordered; and

**WHEREAS**, the City Secretary verified qualified signatures exceeding 10% of the required 20,077; and

**WHEREAS**, after duly verifying the signatures within the thirty (30) day period as required by statute, the City Secretary certifies that the Petition contains 22,197 qualified signatures which meet the statutorily required threshold under Chapter 251 of the Texas Alcoholic Beverage Code.

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

**Section I.** The City Council accepts and approves the City Secretary's certification of the number of qualified signatures on the Petition for ordering a local option election as required by Title 6 of Chapter 251, Subchapter A of the Texas Alcoholic Beverage Code.

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

**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

*h-4*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>01/10/05</b>	Reviewed by Legal <i>902</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan B. Upchurch	Executive Director	<i>ADU</i>	<i>1/04/05</i>
Dept Signature:	<i>Alan B. Upchurch</i>	City Manager	<i>ADU</i>	<i>1/4/05</i>
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b>	<i>VP</i>	
<b>ACTION REQUESTED:</b> <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				
<b>CAPTION</b>				
Approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2004-05</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUNDS: STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> This interlocal agreement allows Collin County to remit to the City \$700,000, which allows the City to proceed with improvements and the widening of the Tollway Service Roads – Spring Creek to Headquarters. <b>STRATEGIC PLAN GOAL:</b> This item relates to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
This Agreement provides for Collin County to remit to the City 50%, or up to \$700,000, for the improvement and widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive. Half of the County funds will be provided after a Notice to Proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 1999 Collin County Bond Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

*i-1*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, PROVIDING TERMS AND CONDITIONS FOR THE WIDENING OF DALLAS NORTH TOLLROAD SERVICE ROADS FROM SPRING CREEK PARKWAY TO HEADQUARTERS DRIVE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive, 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, should 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 interest 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.

RESOLUTION NO. \_\_\_\_\_

Page 2

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

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE CONSTRUCTION AND WIDENING OF DALLAS NORTH  
TOLLROAD SERVICE ROADS FROM SPRING CREEK PARKWAY TO  
HEADQUARTERS DRIVE**

**1999 BOND PROJECT #99-72**

**WHEREAS**, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), entered into an agreement for the construction and widening of the Dallas North Tollroad Service Roads from Parker Road to Spring Creek Parkway, in Plano, Collin County, Texas, dated September 24, 2003; and

**WHEREAS**, the final total cost for Dallas North Tollroad Service Roads from Parker Road to Spring Creek Parkway is \$940,034.78 and the County's 50% share is \$470,017.39; and

**WHEREAS**, the County had originally allocated \$1,782,000 for the construction and widening of Dallas North Tollroad Service Roads from Parker Road to Headquarters Drive, which included the Parker Road to Spring Creek Parkway section; and

**WHEREAS**, \$1,311,982.61 remains for the construction and widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive; and

**WHEREAS**, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning the construction and widening of Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The City shall arrange to construct improvements to and widen the Dallas North Tollroad Service Roads from Spring Creek Parkway to Headquarters Drive, hereinafter called the "Project". The Project shall consist of widening the northbound and

southbound service roads from four lanes to six lanes, a distance of approximately 1½ miles. The improvements shall also include the widening of the westbound approach of Legacy Drive at Dallas North Tollroad to provide double lefts, three through lanes and a right turn lane. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

#### ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

#### ARTICLE III.

The City will acquire 0.50 acres of real property in the vicinity of the improvements for use as right-of-way.

#### ARTICLE IV.

The City estimates the total actual cost of the project to be \$1,400,000.00. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$700,000.00. The County shall remit 50 percent (50%) of this amount, \$350,000.00, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent (50%) within thirty (30) days after receipt of notice from the City that the Project is 50 percent (50%) complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit to the County 50 percent (50%) of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

#### ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$700,000.00.

#### ARTICLE VI.

There is an unallocated amount of \$611,982.61 being the difference between \$1,311,982.61 and \$700,000.00. The City and County agree that the \$611,982.61

balance will be applied to another City/County project to be mutually agreed upon at some date in the future.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold the other (and its officers, agents, and employees) harmless from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that in the execution of this agreement neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: Ron Harris  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_ date of \_\_\_\_\_, \_\_\_\_\_, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Elaine Bealke  
Title: City Secretary  
Date: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

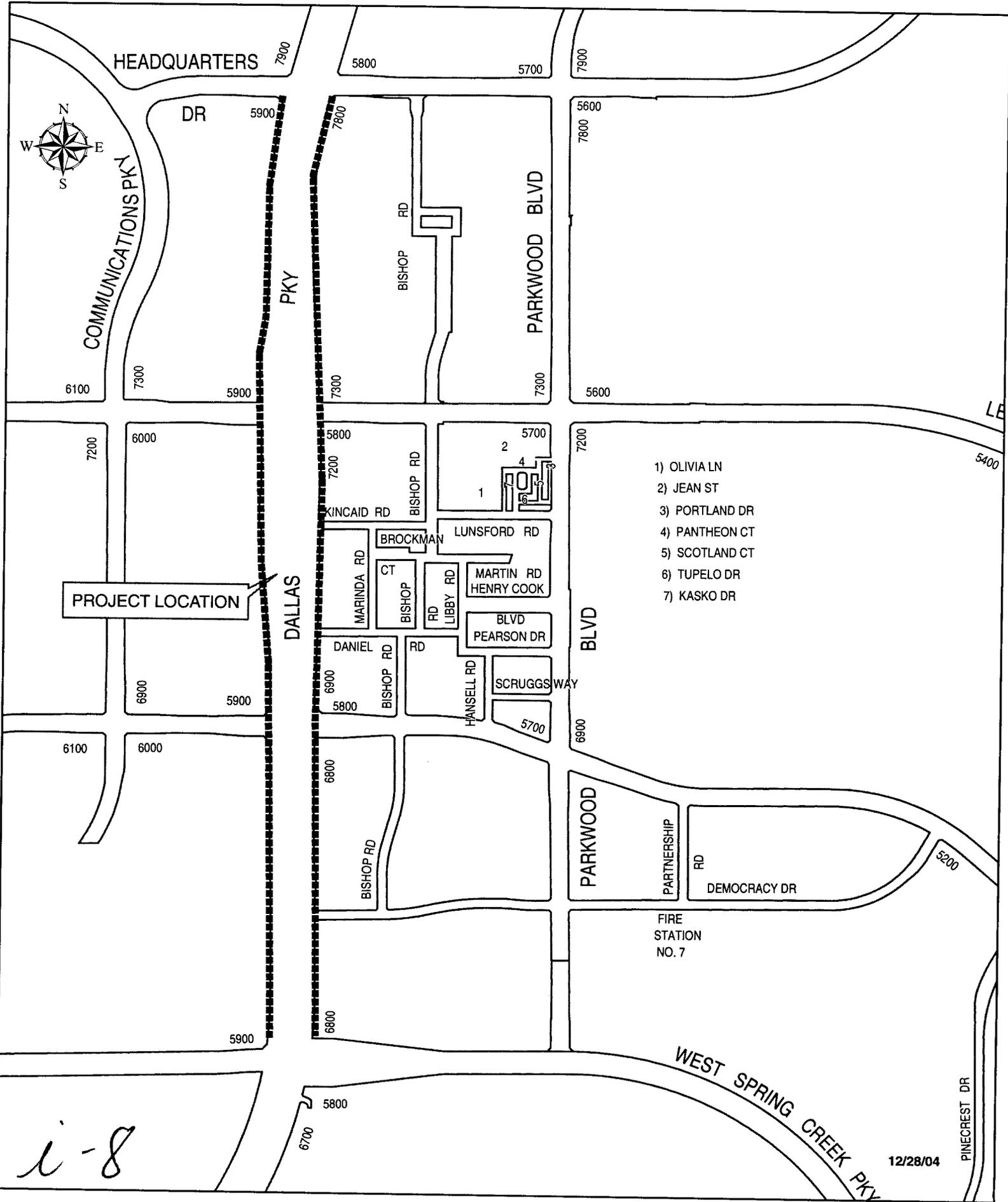
Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Diane Wetherbee  
Title: City Attorney  
Date: \_\_\_\_\_

*1-7*

# LOCATION MAP



- 1) OLIVIA LN
- 2) JEAN ST
- 3) PORTLAND DR
- 4) PANTHEON CT
- 5) SCOTLAND CT
- 6) TUPELO DR
- 7) KASKO DR

PROJECT LOCATION

*i-8*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal <i>J/A</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation	Initials	Date	
Department Head	Don Wendell	Executive Director	<i>DA</i>	<b>1-4-05</b>
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>J/A</i>	<b>1/4/05</b>
Agenda Coordinator (include phone #):		<b>Linda Benoit (7255)</b>		

**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 hereinafter called the "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Texas Recreation & Parks Account Outdoor Recreation Grants Program, hereinafter referred to as the "Program;" Certifying that the Applicant is eligible to receive Program assistance; Certifying that the Applicant's matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2004-05</b>	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
<b>BALANCE</b>	0	0	0	0

**FUND(S):**    **PARK IMPROVEMENT CIP**

**COMMENTS:** This item, which has no current fiscal impact at this time, allows the City to submit a request to the Texas Recreation & Park Association Outdoor Recreation Grants Program to allocate matching grant funds for the Oak Point Park and Nature Preserve project. If this request is approved, the City will commit \$500,000 of Park Improvement CIP Funds.

**STRATEGIC PLAN GOAL:** This project relates to the City's Goal of Premier City for Families.

### SUMMARY OF ITEM

This grant funding request is for a portion of the funds to construct park improvements at Oak Point Park and Nature Preserve, and will include recreational trails, pedestrian bridges, pavilions, parking access roads, group camping, park center, utility infrastructure, and other recreational amenities.



## CITY OF PLANO COUNCIL AGENDA ITEM

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for the development of Oak Point Park and Nature Preserve in the amount of \$2,000,000 are available through the Parks and Recreation Capital Improvement Program from the May 2001 bond election. The grant application request is for \$500,000 to be matched by City funds in the amount of \$500,000.

The Resolution authorizes the Director of Parks and Recreation to submit the necessary documentation to apply for funding.

List of Supporting Documents:

Resolution

Location Map

Other Departments, Boards, Commissions or Agencies

J-2

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PLANO, TEXAS HEREINAFTER CALLED THE "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE TEXAS RECREATION & PARKS ACCOUNT OUTDOOR RECREATION GRANTS PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM;" CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT'S MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent the Applicant in dealing with TPW concerning the program;

**BE IT RESOLVED BY THE APPLICANT:**

**Section 1.** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**Section 2.** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**Section 3.** That the Applicant hereby authorizes and directs its Director of Parks and Recreation to act for the Applicant in dealing with TPW for the purpose of the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

**Section 4.** The Applicant hereby specifically authorizes official to make application to TPW concerning the site to be known as Oak Point Park and Nature Preserve in the City of Plano for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease).

**Section 5.** That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

**INTRODUCED, READ AND PASSED** by the affirmation vote of the Applicant on this 10<sup>th</sup> day of January, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

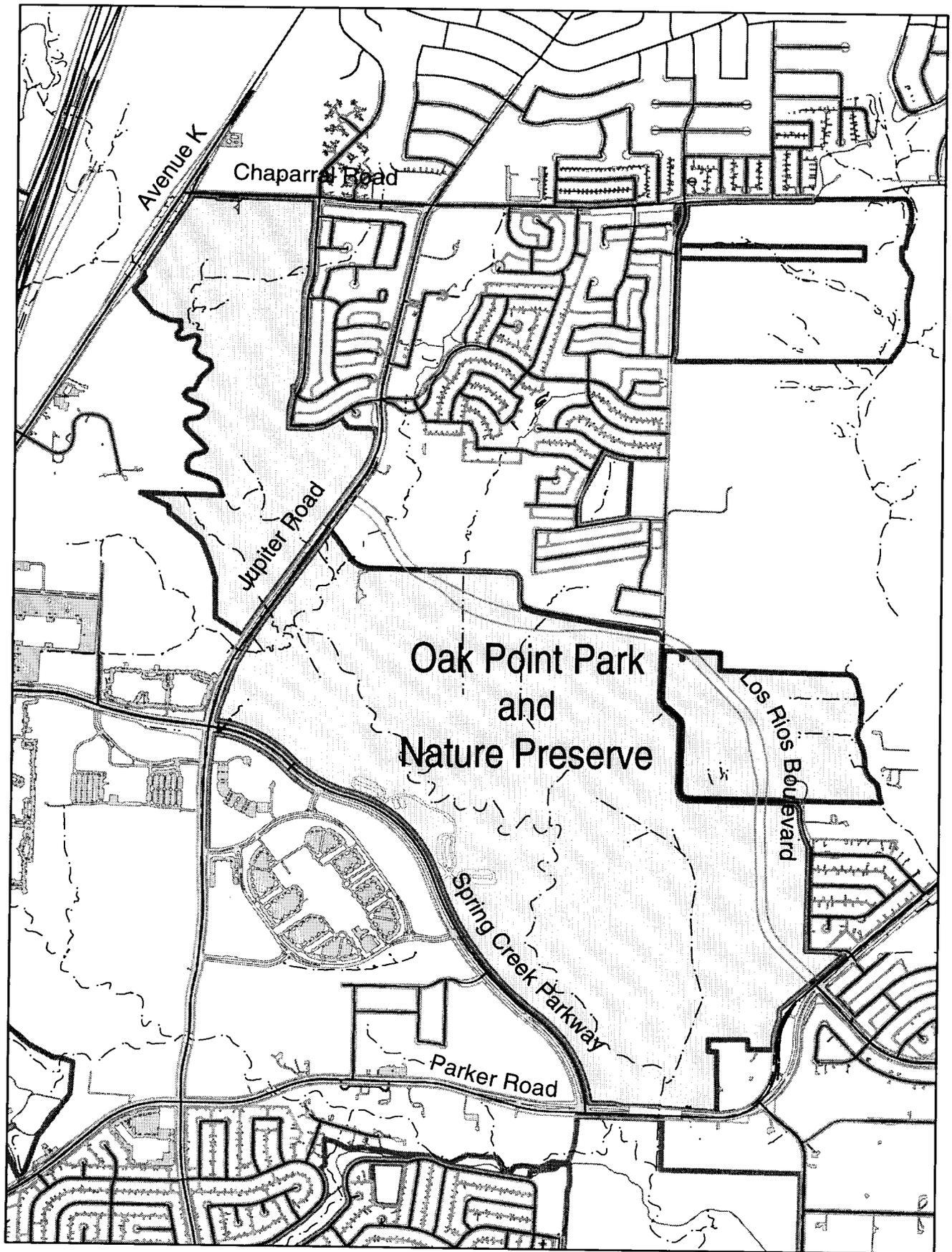
ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

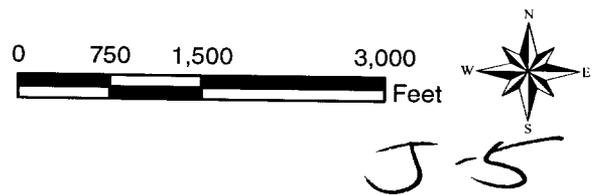
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

J-4



# Oak Point Park & Nature Preserve

Parks & Recreation Department - Park Planning





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>1/10/05</b>		Reviewed by Legal <i>PA</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>DW</i>
Dept Signature:	<i>Don Wendell</i>			City Manager	<i>DLW</i>
Agenda Coordinator (include phone #):		<b>Linda Benoit (7255)</b>			

**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 (hereinafter called the "Applicant"), designating officials as being responsible for the Applicant in dealing with Texas Parks & Wildlife (hereinafter called the "Department"), for the purpose of participating in the Texas Recreation and Parks Account Regional Grants Program (hereinafter called the "Program"); Certifying that the Applicant is eligible to receive Program assistance; Certifying that the Applicant's matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property, or the term of the joint-use agreement for non-leased property) public park and recreational uses.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2004-05</b>	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):**    **PARK IMPROVEMENT CIP**

**COMMENTS:** This item, which has no current fiscal impact at this time, allows the City to submit a request to the Texas Parks & Wildlife Account Regional Grants Program to allocate matching grant funds for the Oak Point Park and Nature Preserve project. If this request is approved, the City will commit \$1,000,000 of Park Improvement CIP funds.

**STRATEGIC PLAN GOAL:** This project relates to the City's Goal of Premier City for Families.

### SUMMARY OF ITEM

This grant funding request is for a portion of the funds to construct park improvements at Oak Point Park and Nature Preserve, and will include recreational trails, pedestrian bridges, pavilions, parking access roads, group camping, park center, utility infrastructure, and other recreational amenities.



## CITY OF PLANO COUNCIL AGENDA ITEM

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for the development of Oak Point Park and Nature Preserve in the amount of \$2,000,000 are available through the Parks and Recreation Capital Improvement Program from the May 2001 bond election. The grant application request is for \$1,000,000 to be matched by City funds in the amount of \$1,000,000.

The Resolution authorizes the Director of Parks and Recreation to submit the necessary documentation to apply for funding.

List of Supporting Documents:

Resolution

Location Map

Other Departments, Boards, Commissions or Agencies

*k-2*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF PLANO, TEXAS (HEREINAFTER CALLED THE "APPLICANT"), DESIGNATING OFFICIALS AS BEING RESPONSIBLE FOR THE APPLICANT IN DEALING WITH TEXAS PARKS & WILDLIFE (HEREINAFTER CALLED THE "DEPARTMENT"), FOR THE PURPOSE OF PARTICIPATING IN THE TEXAS RECREATION AND PARKS ACCOUNT REGIONAL GRANTS PROGRAM (HEREINAFTER CALLED THE "PROGRAM"); CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT'S MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY, OR THE TERM OF THE JOINT-USE AGREEMENT FOR NON-LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES.**

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent the Applicant in dealing with the Department concerning the program;

**BE IT RESOLVED BY THE APPLICANT:**

**Section 1.** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**Section 2.** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**Section 3.** That the Applicant hereby authorizes and directs its Director of Parks and Recreation to act for the Applicant in dealing with the Department for the purpose of the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

**Section 4.** That the Applicant hereby specifically authorizes the above-named official to make application to the Department concerning the site to be known as Oak Point Park and Nature Preserve in the City of Plano for public park and recreation purposes in perpetuity, or for the lease or joint-use term, if legal control is through an inter-governmental lease or joint-use agreement.

**Section 5.** That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

**INTRODUCED, READ AND PASSED** by the affirmation vote of the Applicant on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

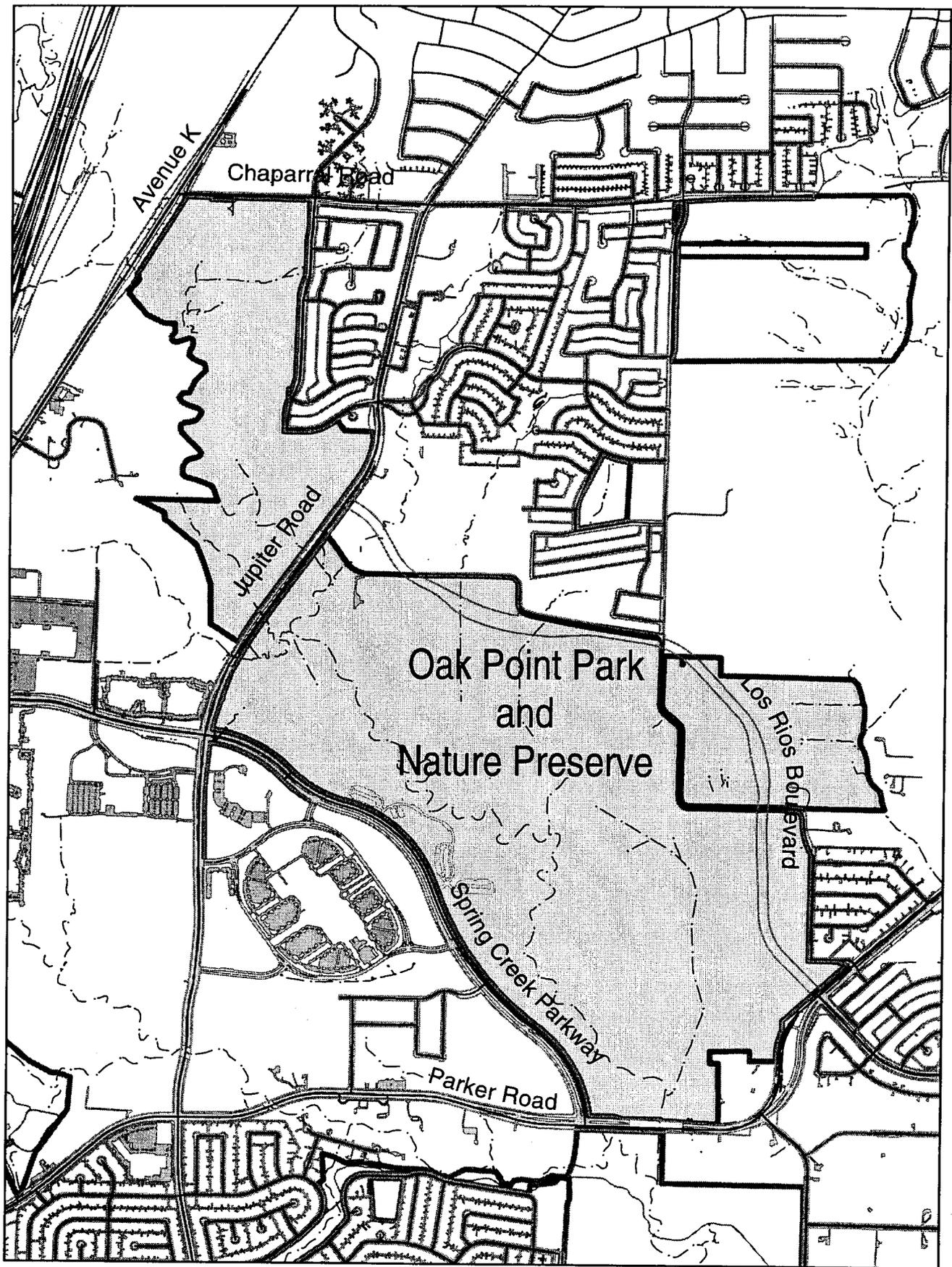
ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

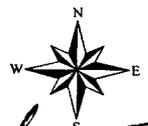
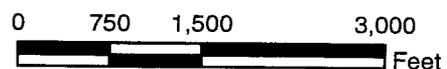
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

R-4



# Oak Point Park & Nature Preserve

Parks & Recreation Department - Park Planning



*k-5*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning			Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	<b>12.31.04</b>
Dept Signature:	<i>P. Janel</i>	City Manager	<i>[Signature]</i>	<b>12/21/04</b>
Agenda Coordinator (include phone #): <b>Lynn Woodall; 7156</b>				
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				
<b>CAPTION</b>				
(Zoning Case 2004-10) An ordinance of the City of Plano, Texas, vacating Ordinance No. 2004-5-5 and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 101.3± acres out of the Robert Benefield Survey, Abstract No. 99, and the B.M. Craig Survey, Abstract No. 176, located on the east and west sides of Ohio Drive, between Parker Road and Tulane Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-150-Single-Family Residence Attached, Single-Family Residence-9, Single-Family Residence-7, and Patio Home; 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.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
This ordinance is to correct a clerical error which omitted the correct No. 4 planned development stipulation from Ordinance No. 2004-5-5, which was adopted by City Council on May 10, 2004.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
City Council follow-up memo		Planning & Zoning Commission		
Map				
Ordinance				

**DATE:** May 11, 2004  
**TO:** Applicants with Items before City Council  
**FROM:** Tom Elgin, Development Review Manager   
**SUBJECT:** Results of City Council Meeting of May 10, 2004

**PUBLIC HEARING  
ZONING CASE 2004-10**

**APPLICANTS: MYER LEVY LIMITED PARTNERSHIP, MEYER LEVY CHARITABLE  
FOUNDATION, AND MEYER LEVY REVOCABLE TRUST**

**DESCRIPTION:**

A request to rezone 101.3± acres located on the east and west sides of Ohio Drive, between Parker Road and Tulane Drive **from** Agricultural (A) **to** Planned Development-150-Single-Family Residence Attached (PD-SF-A), Single-Family Residence-9 (SF-9), Single-Family Residence-7 (SF-7), and Patio Home (PH). Zoned Agricultural (A). Neighborhood #43.

**APPROVED:** 6-1 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Approved as PD-SF-A, PH, SF-7, and SF-9 per the attached zoning exhibit. The Planned Development-Single-Family Residence Attached zoning is subject to the following stipulations:

1. Additional uses of independent living facility, assisted living facility, long-term care facility, and continuing care facility shall be allowed by right as described in Subsection 3.115 of the Zoning Ordinance.
2. A height of three stories and 50 feet will be allowed for retirement housing uses, including independent living, assisted living, long-term care, and continuing care facilities.
3. Minimum lot depth for SF-A lots: 80 feet.
4. A setback of 130 feet will be required between retirement housing of three stories and any adjacent single-family development.



5. For SF-A residential lots that are front entry, the minimum front yard setback may be reduced to ten feet provided that:
  - a. The garage shall maintain a minimum setback of 20 feet from the front property line.
  - b. The open yard area of either the rear yard or non-zero side yard is increased by an amount equal to or greater than that of the increased buildable area created by the reduction in the front yard setback.

**PUBLIC HEARING - ORDINANCE**

CDD/ds

xc: Jean Karotlin, The Meyer Levy L.P.  
David Kalhoefer, The Tinsley Companies  
Richard Matkin, PISD  
Keith Schmidt, Assistant Building Official

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2004-10)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, VACATING ORDINANCE NO. 2004-5-5 AND ADOPTING THIS ORDINANCE TO CORRECT A CLERICAL ERROR, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 101.3± ACRES OUT OF THE ROBERT BENEFIELD SURVEY, ABSTRACT NO. 99, AND THE B.M. CRAIG SURVEY, ABSTRACT NO. 176, LOCATED ON THE EAST AND WEST SIDES OF OHIO DRIVE, BETWEEN PARKER ROAD AND TULANE DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM AGRICULTURAL TO PLANNED DEVELOPMENT-150-SINGLE-FAMILY RESIDENCE ATTACHED, SINGLE-FAMILY RESIDENCE-9, SINGLE-FAMILY RESIDENCE-7, AND PATIO HOME; 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 10th day of January, 2005, for the purpose of considering rezoning 101.3± acres out of the Robert Benefield Survey, Abstract No. 99 and the B.M. Craig Survey, Abstract No. 176, located on the east and west sides of Ohio Drive, between Parker Road and Tulane Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-150-Single-Family Residence Attached, Single-Family Residence-9, Single-Family Residence-7, and Patio Home; 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 10th day of January, 2005;

**WHEREAS**, on May 10, 2004, Ordinance No. 2004-5-5 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error omitted a planned development stipulation; and

**WHEREAS**, the City Council is of the opinion and finds that the clerical error may be corrected by vacating Ordinance No. 2005-5-5 and adopting this ordinance which corrects the omitted planned development stipulation, which action will not be detrimental to the public health, safety, or general welfare, and will allow and promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, as well as the owners and occupants thereof and the City generally.

*l-4*

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

**Section I.** To correct a clerical error, Ordinance No. 2004-5-5, duly passed and approved by the City Council of the City of Plano, Texas, on May 10, 2004, is hereby vacated.

**Section II.** The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 27.7± acres out of the Robert Benefield Survey, Abstract No. 99 and the B.M. Craig Survey, Abstract No. 176, located on the southwest corner of Parker Road and Ohio Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-150-Single-Family Residence Attached, said property being described in the legal description on Exhibit "A" attached hereto.

**Section III.** The zoning granted in Section II is granted subject to the following stipulations:

1. Additional uses of independent living facility, assisted living facility, long-term care facility, and continuing care facility shall be allowed by right as described in Subsection 3.115.
2. A height of three stories, not to exceed 50 feet in height, will be allowed for retirement housing uses, including independent living, assisted living, long-term care, and continuing care facilities.
3. Minimum lot depth for Single-Family Residence Attached lots: 80 feet.
4. A setback of 130 feet will be required between retirement housing of three stories and any adjacent single-family housing.
5. For Single-Family Residence Attached lots that are front entry, the minimum front yard setback may be reduced to ten feet provided that:
  - a. The garage shall maintain a minimum setback of 20 feet from the front property line.
  - b. The open yard area of either the rear yard or non-zero side yard is increased by an amount equal to or greater than that of the increased buildable area created by the reduction in the front yard setback.

**Section IV.** The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 20.3± acres out of the Robert Benefield Survey, Abstract No. 99 and the B.M. Craig Survey, Abstract No. 176, located on the southeast corner of Parker Road and Ohio Drive in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-9, said property being described in the legal description on Exhibit "A" attached hereto.

**Section V.** The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 25.0± acres out of the B.M. Craig Survey, Abstract No. 176, located on the northeast corner of Tulane Drive and Ohio Drive in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-7, said property being described in the legal description on Exhibit "A" attached hereto.

**Section VI.** The Comprehensive Zoning Ordinance No. 2004-9-37, as the same as been heretofore amended, is hereby further amended so as to rezone 28.3± acres out of the B.M. Craig Survey, Abstract No. 176, located on the northwest corner of Tulane Drive and Ohio Drive in the City of Plano, Collin County, Texas, from Agricultural to Patio Home, said property being described in the legal description on Exhibit "A" attached hereto.

**Section VII.** 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 VIII.** 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 IX.** 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 X.** 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 XI.** 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 XII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.**

\_\_\_\_\_  
Pat Evans, MAYOR

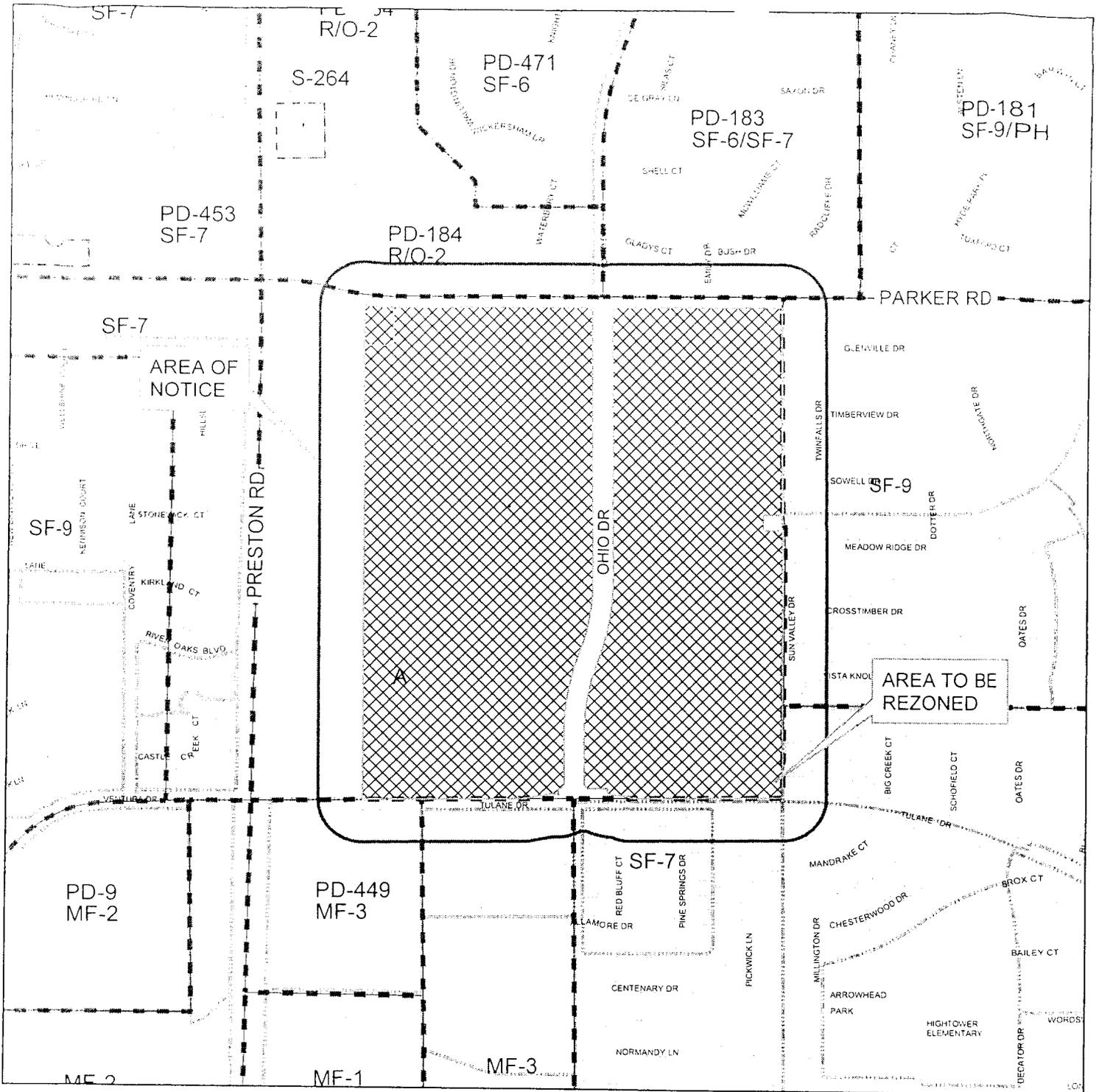
ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

*l-7*



## Zoning Case

Zoning Case #: 2004-10

Existing Zoning: AGRICULTURAL

l-8

200' Notification Buffer



EXHIBIT "A"  
LEGAL DESCRIPTION

**101.25 ACRES**

BEING a tract of land out of the Robert Benefield Survey, Abstract No. 99 and the B.M. Craig Survey, Abstract No. 176, in the City of Plano, Collin County, Texas, being all of the 51.02 acre tract of land described in deed to Meyer Levy Limited Partnership, recorded in Volume 4063, Page 782 of the Land Records of Collin County, Texas, being all of the 1.00 acre tract of land described in deed to Meyer Levy Revocable Trust, recorded in Volume 4111, Page 1428 of the Land Records of Collin County, Texas, being all of the 41.71 acre tract of land described in deed to Meyer Levy Revocable Trust, recorded in Volume 5185, Page 3497 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the centerline of Parker Road (100' right-of-way) from which the northwest corner of said 1.00 acre tract bears South 00° 16' 49" East, 55.00 feet, said point being beginning of a curve to the left with a radius of 610.25 feet, a central angle of 12° 51' 16", and a chord bearing and distances of South 83° 05' 35" East, 136.62 feet;

THENCE with said centerline, the following courses and distances to wit:

Southeasterly, with said curve, an arc distance of 136.91 feet to a point for corner;  
South 89° 31' 13" East, a distance of 1,768.94 feet to a point for corner;

THENCE leaving the centerline of said Parker Road, and with the west line of amended plat of Highlands of Preston Ridge, Phase Three, an addition to the City of Plano according to the plat thereof recorded in Cabinet I, Page 104 of the Map Records of Collin County, Texas, South 00° 16' 34" West, a distance of 766.51 feet to a point for the northeast corner of a tract of land known as the Collinsworth Cemetery;

THENCE with the lines of said Cemetery, the following courses and distances to wit:

North 89° 42' 42" West, a distance of 87.74 feet to a point for corner;  
South 00° 56' 23" West, a distance of 82.03 feet to a point for corner;  
South 89° 53' 23" East, a distance of 88.71 feet to a point for corner in the west line of said amended plat of Highlands of Preston Ridge, Phase Three;

THENCE with the west line of said amended plat of Highlands of Preston Ridge, Phase Three, the west line of Highlands of Preston Ridge, Phase Four, an addition to the City of Plano according to the plat thereof recorded in Cabinet I, Page 312 of the Map Records of Collin County, Texas, with the west line of the second amended plat of Wentworth Estates V, Phase II, an addition to the City of Plano according to the plat thereof recorded in Cabinet J, Page 984 of the Map Records of Collin County, Texas, South 00° 05' 42" West, a distance of 1,476.46 feet to a point in the north right-of-way line of Tulane Drive;

Q-10

THENCE with said north right-of-way line, North 89° 54' 48" West, a distance of 1,886.48 feet to a point for corner;

THENCE leaving the north right-of-way line of Tulane Drive and with the west line of a tract of land described in deed to Greenway-Preston & Parker, Ltd., recorded in Collin County Clerk's File No. 96-0079810 of the Land Records of Collin County, Texas, North 00° 16' 49" West, a distance of 2,353.231 feet to the POINT OF BEGINNING and CONTAINING 101.25 acres of land.

**TRACT ONE, 27.65 ACRES**

BEING of a tract of land out of the Robert Benefield Survey, Abstract No. 99 and the B.M. Craig Survey, Abstract No. 176, in the City of Plano, Collin County, Texas, being part of the 51.02 acre tract of land described in deed to Meyer Levy Limited Partnership, recorded in Volume 4063, Page 782 of the Land Records of Collin County, Texas, being all of the 1.00 acre tract of land described in deed to Meyer Levy Revocable Trust, recorded in Volume 4111, Page 1428 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the centerline of Parker Road (100' right-of-way) from which the northwest corner of said 1.00 acre tract bears South 00° 16' 49" East, 55.00 feet, said point being beginning of a curve to the left with a radius of 610.25 feet, a central angle of 12° 51' 16", and a chord bearing and distances of South 83° 05' 35" East, 136.62 feet;

THENCE with said centerline, the following courses and distances to wit:

Southeasterly, with said curve, an arc distance of 136.91 feet to a point for corner;  
South 89° 31' 13" East, a distance of 956.18 feet to a point in the centerline of Ohio Drive (92' right-of-way);

THENCE with the centerline of said Ohio Drive, South 00° 19' 58" West, a distance of 1,067.38 feet to a point for corner;

THENCE leaving said centerline and along the centerline of a creek the following courses and distances to wit:

South 80° 55' 06" West, a distance of 96.04 feet to a point for corner;  
South 86° 06' 51" West, a distance of 86.00 feet to a point for corner;  
South 86° 56' 42" West, a distance of 87.66 feet to a point for corner;  
North 78° 24' 54" West, a distance of 38.07 feet to a point for corner;  
North 68° 21' 21" West, a distance of 50.44 feet to a point for corner;  
South 79° 35' 44" West, a distance of 49.31 feet to a point for corner;  
North 56° 32' 19" West, a distance of 13.61 feet to a point for corner;  
North 06° 48' 17" East, a distance of 15.38 feet to a point for corner;  
South 85° 33' 00" West, a distance of 28.23 feet to a point for corner;  
North 86° 28' 57" West, a distance of 34.08 feet to a point for corner;  
South 72° 02' 31" West, a distance of 54.75 feet to a point for corner;  
South 69° 39' 50" West, a distance of 55.45 feet to a point for corner;

North 62° 40' 38" West, a distance of 10.38 feet to a point for corner;  
 North 05° 15' 25" West, a distance of 6.06 feet to a point for corner;  
 North 80° 59' 14" West, a distance of 11.73 feet to a point for corner;  
 South 77° 32' 25" West, a distance of 78.73 feet to a point for corner;  
 South 72° 28' 39" West, a distance of 13.17 feet to a point for corner;  
 South 64° 27' 39" West, a distance of 31.97 feet to a point for corner;  
 North 89° 26' 26" West, a distance of 19.97 feet to a point for corner;  
 South 59° 10' 20" West, a distance of 24.01 feet to a point for corner;  
 North 87° 27' 45" West, a distance of 19.38 feet to a point for corner;  
 South 79° 16' 57" West, a distance of 21.61 feet to a point for corner;  
 North 83° 25' 42" West, a distance of 13.69 feet to a point for corner;  
 South 70° 32' 12" West, a distance of 52.93 feet to a point for corner;  
 South 79° 56' 32" West, a distance of 18.24 feet to a point for corner;  
 South 68° 57' 13" West, a distance of 26.08 feet to a point for corner;  
 North 89° 56' 26" West, a distance of 47.19 feet to a point for corner;  
 South 78° 01' 56" West, a distance of 52.74 feet to a point for corner;  
 South 46° 08' 42" West, a distance of 21.48 feet to a point for corner;  
 South 70° 09' 30" West, a distance of 12.64 feet to a point for corner;  
 North 85° 30' 50" West, a distance of 11.26 feet to a point for corner;  
 South 69° 59' 36" West, a distance of 14.93 feet to a point for corner;  
 South 58° 34' 31" West, a distance of 25.60 feet to a point for corner;  
 South 43° 03' 52" West, a distance of 5.85 feet to a point in the east line of a tract of  
 land described in deed to Greenway-Preston & Parker, Ltd., recorded in Collin  
 County Clerk's File No. 96-0079810 of the Land Records of Collin County, Texas;

THENCE with said east line, North 00° 16' 49" West, a distance of 1,231.51 feet to the  
 POINT OF BEGINNING and CONTAINING 27.65 acres of land.

**TRACT TWO, 20.32 ACRES**

BEING of a tract of land out of the Robert Benefield Survey, Abstract No. 99 and the B.M.  
 Craig Survey, Abstract No. 176, in the City of Plano, Collin County, Texas, being part of the  
 41.71 acre tract of land described in deed to Meyer Levy Revocable Trust, recorded in  
 Volume 5185, Page 3497 of the Land Records of Collin County, Texas, and being more  
 particularly described as follows:

BEGINNING at a point in the centerline of Parker Road (100' right-of-way) from which the  
 northwest corner of amended plat of the Highlands of Preston Ridge, Phase Three, an  
 addition to the City of Plano according to the plat thereof recorded in Cabinet I, Page 104 of  
 the Map Records of Collin County, Texas, bears South 00° 16' 34" West, 55.00 feet;

THENCE with the west line of said addition, South 00° 16' 34" West, a distance of 766.51  
 feet to a point for the northeast corner of Collinworth Cemetery;

Q-12

THENCE with the lines of said Collinworth Cemetery, the following courses and distances to wit:

North 89° 42' 42" West, a distance of 87.74 feet to a point for corner;  
South 00° 56' 23" West, a distance of 82.03 feet to a point for corner;  
South 89° 53' 23" East, a distance of 88.71 feet to a point for corner in the west line of said addition;

THENCE with said west line, South 00° 05' 42" West, a distance of 288.52 feet to a point for corner;

THENCE leaving the west line of said amended plat of Highlands of Preston Ridge, Phase Three, the following courses and distances to wit:

North 89° 30' 26" West, a distance of 20.00 feet to a point for the beginning of a tangent curve to the left having a central angle of 31° 39' 12", a radius of 275.00 feet and a chord bearing and distance of South 74° 39' 59" West, 150.00 feet;  
Southwesterly, with said curve, an arc distance of 151.92 feet to a point for corner;  
South 58° 50' 23" West, a distance of 22.98 feet to a point for corner;  
North 86° 57' 17" West, a distance of 581.78 feet to a point in the centerline of Ohio Drive (92' right-of-way)

THENCE with the centerline of said Ohio Drive, North 00° 19' 58" East, a distance of 1,065.13 feet to a point in the centerline of said Parker Road;

THENCE with the centerline of said Parker Road, South 89° 31' 13" East, a distance of 811.79 feet to the POINT OF BEGINNING and CONTAINING 20.32 acres of land.

**TRACT THREE, 25.01 ACRES**

BEING of a tract of land out of the B.M. Craig Survey, Abstract No. 176, in the City of Plano, Collin County, Texas, being part of the 41.71 acre tract of land described in deed to Meyer Levy Revocable Trust, recorded in Volume 5185, Page 3497 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north right-of-way line of Tulane Drive (35' right-of-way) for the southeast corner of said 41.71 acre tract;

THENCE with said north right-of-way line, North 89° 54' 48" West, a distance of 949.70 feet to a point in the centerline of Ohio Drive (92' right-of-way);

THENCE with said centerline, the following courses and distances to wit:

North 00° 07' 51" East, a distance of 293.93 feet to a point for the beginning of a tangent curve to the right with a radius of 1,000.00 feet, a central angle of 21° 07' 54", and a chord bearing and distances of North 10° 41' 48" East, 366.73 feet;

Northeasterly, with said curve, an arc distance of 368.82 feet to a point for the beginning of a reverse curve to the left with a radius of 1,000.00 feet, a central angle of 20° 55' 47", and a chord bearing and distances of North 10° 47' 52" East, 363.27 feet;

Northeasterly, with said curve, an arc distance of 365.29 feet to a point for corner;

North 00° 19' 58" East, a distance of 253.83 feet to a point for corner;

THENCE leaving the centerline of said Ohio Drive, the following courses and distances to wit:

South 89° 40' 02" East, a distance of 216.00 feet to a point for corner;

South 86° 57' 17" East, a distance of 581.78 feet to a point for corner;

South 25° 56' 42" East, a distance of 110.01 feet to a point for corner;

North 58° 50' 23" East, a distance of 22.98 feet to a point for the beginning of a tangent curve to the right having a central angle of 31° 39' 12", a radius of 275.00 feet and a chord bearing and distance of North 74° 39' 59" East, 150.00 feet;

Northeasterly, with said curve, an arc distance of 151.92 feet to a point for corner;

South 89° 30' 26" East, a distance of 20.00 feet to a point in the east line of the amended plat of The Highlands of Preston Ridge, Phase Three, an addition to the City of Plano according to the plat thereof recorded in Cabinet I, Page 104 of the Map Records of Collin County, Texas;

THENCE west line of said amended plat of Highlands of Preston Ridge, Phase Three, the west line of Highlands of Preston Ridge, Phase Four, an addition to the City of Plano according to the plat thereof recorded in Cabinet I, Page 312 of the Map Records of Collin County, Texas, with the west line of the second amended plat of Wentworth Estates V, Phase II, an addition to the City of Plano according to the plat thereof recorded in Cabinet J, Page 984 of the Map Records of Collin County, Texas, South 00° 05' 42" West, a distance of 1,187.94 feet to the POINT OF BEGINNING and CONTAINING 25.01 acres of land.

**TRACT FOUR, 28.27 ACRES**

BEING of a tract of land out of the B.M. Craig Survey, Abstract No. 176, in the City of Plano, Collin County, Texas, being part of the 51.02 acre tract of land described in deed to Meyer Levy Limited Partnership, recorded in Volume 4063, Page 782 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the intersection of the centerline of Ohio Drive (92' right-of-way) with the north right-of-way line of Tulane Drive (35' right-of-way);

THENCE with said north right-of-way line, North 89° 54' 48" West, a distance of 936.78 feet to a point for corner;

THENCE leaving the north right-of-way line of Tulane Drive and with the east line of a tract of land described in deed to Greenway-Preston & Parker, Ltd., recorded in Collin County Clerk's File No. 96-0079810 of the Land Records of Collin County, Texas, North 00° 16' 49" West, a distance of 1,121.61 feet to a point in the center of a creek;

THENCE leaving said east line and along said creek, the following courses and distances to wit:

North 43° 03' 52" East, a distance of 5.85 feet to a point for corner;  
North 58° 34' 31" East, a distance of 25.60 feet to a point for corner;  
North 69° 59' 36" East, a distance of 14.93 feet to a point for corner;  
South 85° 30' 50" East, a distance of 11.26 feet to a point for corner;  
North 70° 09' 30" East, a distance of 12.64 feet to a point for corner;  
North 46° 08' 42" East, a distance of 21.48 feet to a point for corner;  
North 78° 01' 56" East, a distance of 52.74 feet to a point for corner;  
South 89° 56' 26" East, a distance of 47.19 feet to a point for corner;  
North 68° 57' 13" East, a distance of 26.08 feet to a point for corner;  
North 79° 56' 32" East, a distance of 18.24 feet to a point for corner;  
North 70° 32' 12" East, a distance of 52.93 feet to a point for corner;  
South 83° 25' 42" East, a distance of 13.69 feet to a point for corner;  
North 79° 16' 57" East, a distance of 21.61 feet to a point for corner;  
South 87° 27' 45" East, a distance of 19.38 feet to a point for corner;  
North 59° 10' 20" East, a distance of 24.01 feet to a point for corner;  
South 89° 26' 26" East, a distance of 19.97 feet to a point for corner;  
North 64° 27' 39" East, a distance of 31.97 feet to a point for corner;  
North 72° 28' 39" East, a distance of 13.17 feet to a point for corner;  
North 77° 32' 25" East, a distance of 78.73 feet to a point for corner;  
South 80° 59' 14" East, a distance of 11.73 feet to a point for corner;  
South 05° 15' 25" East, a distance of 6.06 feet to a point for corner;  
South 62° 40' 38" East, a distance of 10.38 feet to a point for corner;  
North 69° 39' 50" East, a distance of 55.45 feet to a point for corner;  
North 72° 02' 31" East, a distance of 54.75 feet to a point for corner;  
South 86° 28' 57" East, a distance of 34.08 feet to a point for corner;  
North 85° 33' 00" East, a distance of 28.23 feet to a point for corner;  
South 06° 48' 17" West, a distance of 15.38 feet to a point for corner;  
South 56° 32' 19" East, a distance of 13.61 feet to a point for corner;  
North 79° 35' 44" East, a distance of 49.31 feet to a point for corner;  
South 68° 21' 21" East, a distance of 50.44 feet to a point for corner;  
South 78° 24' 54" East, a distance of 38.07 feet to a point for corner;  
North 86° 56' 42" East, a distance of 87.66 feet to a point for corner;  
North 86° 06' 51" East, a distance of 86.00 feet to a point for corner;  
North 80° 55' 06" East, a distance of 96.04 feet to a point in the centerline of said Ohio Drive;

THENCE with said centerline, the following courses and distances to wit:

South 00° 19' 58" West, a distance of 251.58 feet to a point for the beginning of a tangent curve to the right with a radius of 1,000.00 feet, a central angle of 20° 55' 47" and a chord bearing and distances of South 10° 47' 51" West, 363.26 feet;  
Southwesterly, with said curve, an arc distance of 365.29 feet to point a for the beginning of a reverse tangent curve to the left with a radius of 1,000.00 feet, a

central angle of 21° 07' 56" and a chord bearing and distances of South 10° 41' 48" West, 366.74 feet;

Southwesterly, with said curve, an arc distance of 368.83 feet to a point for corner; South 00° 07' 51" West, a distance of 293.93 feet to the POINT OF BEGINNING and CONTAINING 28.27 acres of land.

*l-16*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>1/10/05</b>	Reviewed by Legal <i>Do</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering				Initials
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):			Irene Pegues (7198) <i>[Signature]</i>		
<b>ACTION REQUESTED:</b> <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					
<b>CAPTION</b>					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN DRAINAGE AND SANITARY SEWER EASEMENT RECORDED IN DOCUMENT NUMBER 92-0023816 AND THOSE CERTAIN DRAINAGE EASEMENTS RECORDED IN DOCUMENT NUMBER 96-0098443 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE BENJAMIN M. CRAIG SURVEY, ABSTRACT NUMBER 176 AND LOCATED ALONG OHIO DRIVE SOUTH OF PARKER ROAD IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENTS TO THE ABUTTING PROPERTY OWNER, PRESTON PARKER L.P., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
<b>FUND(S):</b>					
<b>COMMENTS:</b>					
<b>SUMMARY OF ITEM</b>					
Abandoning a sanitary sewer easement and multiple drainage easements. Permanent facilities and easements are provided in the Preston Lakes Addition.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		

M-1

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN DRAINAGE AND SANITARY SEWER EASEMENT RECORDED IN DOCUMENT NUMBER 92-0023816 AND THOSE CERTAIN DRAINAGE EASEMENTS RECORDED IN DOCUMENT NUMBER 96-0098443 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE BENJAMIN M. CRAIG SURVEY, ABSTRACT NUMBER 176 AND LOCATED ALONG OHIO DRIVE SOUTH OF PARKER ROAD IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENTS TO THE ABUTTING PROPERTY OWNER, PRESTON PARKER L.P., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain drainage and sanitary sewer easement recorded in Document Number 92-0023816 and those certain drainage easements recorded in Document Number 96-0098443 of the Land Records of Collin County, Texas (hereinafter called "Easements") and being situated in the Benjamin M. Craig Survey, Abstract Number 176, which are located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has advised that there will be no detrimental effect on the City if said Easements are abandoned and quitclaimed to the abutting property owner and said Easements should be abandoned.

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easements are hereby abandoned, and all right, title and interest of the City in and to the Easements are hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easements by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise,

if any, which are presently located within the Easements. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in the Easements.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easements are in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

**Section IV.** This Ordinance shall become effective immediately upon its passage as set forth below.

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT "A"**

M-4

DRAINAGE AND SANITARY SEWER EASEMENTS

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF COLLIN     §

KNOW ALL MEN BY THESE PRESENTS:

92-0023816

That MEYER LEVY, hereinafter called "Grantor", for and in consideration of the sum of One Dollar (\$1.00) cash to Grantor in hand paid by the CITY OF PLANO, a municipal corporation of the State of Texas, hereinafter called the "City", the receipt of which is acknowledged, and the further consideration of the benefits to be derived by Grantor on account of the construction, reconstruction and maintenance by the City of sanitary sewer and drainage facilities ("Facilities"), in and through the hereinafter described premises, does hereby give, grant, and convey to the City, its successors and assigns, the easement and right to construct, reconstruct and maintain Facilities, together with all incidental improvements and all necessary laterals in, upon and across the real property located in Collin County, Texas, as more particularly described in Exhibits "A" and "B" which are attached hereto and incorporated herein by reference as if fully set forth herein (collectively, the "Facilities Easements").

In addition, Grantor does hereby give, grant, and convey to the City, and its successors and assigns, a temporary construction easement running parallel to the above described Facilities Easements and being fifty (50) feet adjacent to the west side of the Facilities Easements. The said temporary construction easement shall terminate on the date of acceptance of the Facilities by the City.

In addition, Grantor does hereby give, grant and convey to the City, and its successors and assigns, the easement and the right to construct, reconstruct and maintain a drainage easement, together with incidental improvements in, upon and across the real property located in Collin County, Texas, as more particularly described in Exhibit

M-5

"C" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Temporary Drainage Easement"). In the event that an alternate easement is dedicated by a plat for the Temporary Drainage Easement and alternate infrastructure facilities are provided which are acceptable to the City, the City agrees, that by accepting this Temporary Drainage Easement and upon approval by the City Council, to abandon all right, title, and interest of the City in and to the Temporary Drainage Easement, or any portion thereof, and to quitclaim such right, title and interest to the abutting property owner(s) in accordance with its(their) respective interest(s).

The Easements, rights and privileges herein granted shall be perpetual unless the Facilities have not been completed within two (2) years of the date hereof in which case, this Easement shall terminate.

TO HAVE AND TO HOLD the same unto the City and its successors and assigns, together with the right and privilege at all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements and for making connections therewith. The City shall have the right to construct, reconstruct and maintain additional Facilities at all times in the future, within the above described boundaries.

This Easement may be assigned in whole or in part.

WITNESS my hand this 30<sup>th</sup> day of March, 1992.

Meyer Levy  
MEYER LEVY

M-6

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was ACKNOWLEDGED before me this 30<sup>th</sup> day of March, 1992, by MEYER LEVY.

Donna Kalichak  
Notary Public, State of Texas

107:D920122F.00  
021892/elw/2  
LENN/C4309-44900

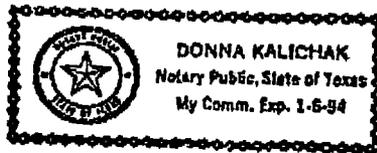


EXHIBIT "A"

30' WIDE DRAINAGE AND  
SANITARY SEWER EASEMENT

BEING a 30 foot wide strip of land situated in the B. M. Craig Survey, abstract No. 176 in the City of Plano, Collin County, Texas, said strip being 15.00 feet either side of the following described centerline;

BEGINNING at a point that is N.  $0^{\circ}23'52''$  W., 765.00 feet from the southwest corner of a 220.647 acre tract of land as recorded in Volume 2666, Page 846 and Volume 3003, Page 88 of the Deed Records of Collin County, Texas;

THENCE N.  $86^{\circ}12'08''$  W., 350.19 feet along the said centerline;

THENCE N.  $88^{\circ}01'32''$  W., 249.81 feet to the end of said centerline.

EXHIBIT "A", 30' Wide Drainage and Sanitary Sewer Easement, Page Solo

4

M-8

EXHIBIT "B"

20' WIDE SANITARY SEWER EASEMENT

BEING a 20 foot wide strip of land situated in the B. M. Craig Survey, Abstract No. 176 in the City of Plano, Collin County, Texas, said strip being 10.00 feet either side of the following described centerline;

COMMENCING at a point that is the southwest corner of a 220.647 acre tract of land as described in Volume 2666, Page 846 and Volume 3003, Page 88 of the Deed Records of Collin County, Texas; THENCE N.  $0^{\circ} 23' 52''$  W., 755.00 feet; THENCE N.  $86^{\circ} 12' 08''$  W., 350.19 feet; THENCE N.  $88^{\circ} 01' 32''$  W., 249.81 feet to the POINT OF BEGINNING;

THENCE N.  $88^{\circ} 01' 32''$  W., 153.71 feet along the said centerline to a point for corner;

THENCE S.  $83^{\circ} 30' 40''$  W., 164.18 feet along the said centerline to a point for corner;

THENCE N.  $87^{\circ} 07' 26''$  W., 326.58 feet along the said centerline to a point for corner;

THENCE S.  $80^{\circ} 55' 58''$  W., 266.97 feet along the said centerline to a point for corner;

THENCE S.  $76^{\circ} 22' 31''$  W., 407.76 feet to the end of said centerline, said point being on the west line of a tract of land conveyed to Meyer Levy, by deed recorded in Volume 314, Page 752 of the Deed Records of Collin County, Texas.

5

M-9

EXHIBIT "C"

75' WIDE TEMPORARY  
DRAINAGE EASEMENT

BEING a 75 foot wide strip of land situated in the B. M. Craig Survey, Abstract No. 176 in the City of Plano, Collin County, Texas, said strip being 37.50 feet either side of the following described centerline;

COMMENCING at a point that is southwest corner of a 220.647 acre tract of land as described in Volume 2666, Page 846 and Volume 3003, Page 88 of the Deed Records of Collin County, Texas; Thence N. 0°23'52" W., 765.00 feet; Thence N. 86°12'08" W., 350.19 feet; Thence N. 88°01'32" W., 249.81 feet to the POINT OF BEGINNING;

THENCE N. 88°01'32" W., 153.40 feet along the said centerline;

THENCE S. 76°22'29" W., 612.00 feet to the end of said centerline.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, GIFT, OR USE OF THE FOREGOING REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY UNLAWFUL UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF COLLIN  
I hereby certify that this instrument was FILED in the File Number 820002 on the 16th day of April 1992 at 10:00 AM and the same is on file for public inspection in the Official Public Records of said County of Collin County, Texas at the following address:

APR 16 1992

*Helen Staines*

CLERK  
COLLIN COUNTY TEXAS



1992/04/16 8:11  
92-0023016 EN 18.00

COLLIN COUNTY, TX

EXHIBIT "C", 75' Wide Temporary Drainage Easement, Page Solo

6

M-10

POSTAGE WILL BE PAID BY ADDRESSEE  
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

SEP 10 1984



RETURN TO CITY OF  
PLANO ENGR. DEPT.  
P. O. BOX 860358  
PLANO, TEXAS 75086-0358

7

M-11

**PERMANENT DRAINAGE EASEMENT**

**THE STATE OF TEXAS  
COUNTY OF COLLIN**

**§**

**KNOW ALL MEN BY THESE PRESENTS**

**THAT, MEYER LEVY and MEYER LEVY MEMORIAL PARK CORPORATION,** a Texas corporation, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the City of Plano, the receipt and sufficiency of which is hereby acknowledged, does **SELL, GRANT, and CONVEY** to the City of Plano, Texas home rule municipal corporation, hereinafter called "Grantee," the easement and right to construct, reconstruct, and perpetually maintain drainage facilities (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon, and across those certain six (6) tracts of land located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

*M-12*

SIGNED this 14<sup>th</sup> day of November, 1996.

Meyer Levy  
MEYER LEVY

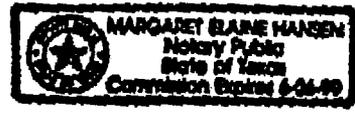
MEYER LEVY MEMORIAL CORPORATION,  
a Dissolved Texas Corporation

By: Meyer Levy  
MEYER LEVY  
President

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF Collin

This instrument was acknowledged before me on the 14<sup>th</sup> day of November 1996 by MEYER LEVY.

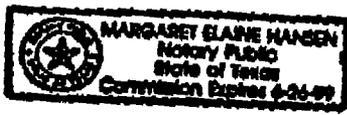


Margaret Elaine Hansen  
Notary Public in and for the  
State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF Collin

This instrument was acknowledged before me on the 14<sup>th</sup> day of November 1996 by MEYER LEVY, President of MEYER LEVY MEMORIAL PARK CORPORATION, a dissolved Texas corporation, for and on behalf of said corporation.



Margaret Elaine Hansen  
Notary Public in and for the  
State of Texas

M-13

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 1 OF 7**

**BEING** a tract of land situated in the **BENJAMIN M. CRAIG SURVEY**, Abstract No. 178, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in Instrument recorded in Volume 488, Page 195 and Meyer Levy as described in Instrument recorded in Volume 688, Page 752 all of the Land Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet I, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

**THENCE** North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap in the south right-of-way line of Parker Road as established by Instrument to the City of Plano as recorded by the County Clerk's file number 82-0065908, Land Records, Collin County, Texas;

**THENCE** North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 750.85 feet to 1/2 Inch iron rod set with "Hultt-Zollars" cap;

**THENCE** South 45 degrees 24 minutes 22 seconds West a distance of 21.19 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

**THENCE** South 00 degrees 19 minutes 58 seconds West a distance of 393.43 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap at the **POINT OF BEGINNING**;

**THENCE** South 89 degrees 40 minutes 02 seconds East a distance of 15.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

**THENCE** South 00 degrees 19 minutes 58 seconds West a distance of 20.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

**THENCE** North 89 degrees 40 minutes 02 seconds West a distance of 15.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

**THENCE** North 00 degrees 19 minutes 58 seconds East a distance of 20.00 feet to the **POINT OF BEGINNING** and **CONTAINING** 0.007 acres of land more or less.

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 2 OF 7**

BEING a tract of land situated in the BENJAMIN M. CRAIG SURVEY, Abstract No. 176, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in instrument recorded in Volume 488, Page 195 and Meyer Levy as described in instrument recorded in Volume 686, Page 762 all of the Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet I, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

THENCE North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the south right-of-way line of Parker Road as established by instrument to the City of Plano as recorded by the County Clerk's file number 92-0085908, Land Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 760.85 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 45 degrees 24 minutes 22 seconds West a distance of 21.19 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 00 degrees 19 minutes 58 seconds West a distance of 940.49 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the POINT OF BEGINNING;

THENCE North 30 degrees 19 minutes 42 seconds East a distance of 55.01 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 59 degrees 40 minutes 18 seconds East a distance of 15.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 30 degrees 19 minutes 42 seconds West a distance of 80.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 00 degrees 19 minutes 58 seconds East a distance of 30.00 feet to the POINT OF BEGINNING and CONTAINING 0.023 acres of land more or less.

4

7M-15

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 3 OF 7**

BEING a tract of land situated in the BENJAMIN M. CRAIG SURVEY, Abstract No. 176, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in instrument recorded in Volume 498, Page 195 and Meyer Levy as described in instrument recorded in Volume 686, Page 752 all of the Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet I, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

THENCE North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap in the south right-of-way line of Parker Road as established by instrument to the City of Plano as recorded by the County Clerk's file number 92-0065908, Land Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 750.85 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 45 degrees 24 minutes 22 seconds West a distance of 21.19 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 00 degrees 19 minutes 58 seconds West a distance of 894.92 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap at the POINT OF BEGINNING;

THENCE South 86 degrees 04 minutes 15 seconds East a distance of 169.83 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 00 degrees 19 minutes 58 seconds West a distance of 20.04 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE North 88 degrees 04 minutes 15 seconds West a distance of 169.83 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE North 00 degrees 19 minutes 58 seconds East a distance of 20.04 feet to the POINT OF BEGINNING and CONTAINING 0.078 acres of land more or less.

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 4 OF 7**

BEING a tract of land situated in the BENJAMIN M. CRAIG SURVEY, Abstract No. 176, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in instrument recorded in Volume 498, Page 195 and Meyer Levy as described in instrument recorded in Volume 886, Page 752, all of the Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet 1, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

THENCE North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap in the south right-of-way line of Parker Road as established by instrument to the City of Plano as recorded by the County Clerk's file number 92-0085908, Land Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 750.85 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 45 degrees 24 minutes 22 seconds West a distance of 21.19 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 00 degrees 19 minutes 58 seconds West a distance of 1039.37 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap at the POINT OF BEGINNING;

THENCE South 29 degrees 39 minutes 13 seconds East a distance of 82.50 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE South 80 degrees 20 minutes 47 seconds West a distance of 15.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE North 29 degrees 39 minutes 13 seconds West a distance of 58.50 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;

THENCE North 00 degrees 19 minutes 58 seconds East a distance of 30.01 feet to the POINT OF BEGINNING and CONTAINING 0.024 acres of land more or less.

6

M-17

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 6 OF 7**

BEING a tract of land situated in the BENJAMIN M. CRAIG SURVEY, Abstract No. 176, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in instrument recorded in Volume 498, Page 195 and Meyer Levy as described in instrument recorded in Volume 686, Page 752 all of the Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet I, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

THENCE North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the south right-of-way line of Parker Road as established by instrument to the City of Plano as recorded by the County Clerk's file number 92-0085908, Land Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 750.85 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 45 degrees 24 minutes 22 seconds West a distance of 21.19 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 00 degrees 19 minutes 58 seconds West a distance of 1248.83 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of curve to right having a radius of 1048.00 feet;

THENCE along said curve to the right through a central angle of 12 degrees 02 minutes 17 seconds, an arc length of 219.77 feet, being subtended by a chord of South 08 degrees 21 minutes 08 seconds West a distance of 219.36 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the POINT OF BEGINNING;

THENCE South 77 degrees 37 minutes 46 seconds East a distance of 15.00 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a non-tangent curve to right having a radius of 1081.00 feet;

7

M-18

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 6 OF 7**

THENCE along said curve to the right through a central angle of 01 degrees 08 minutes 45 seconds, an arc length of 21.22 feet, being subtended by a chord of South 12 degrees 56 minutes 37 seconds West a distance of 21.22 feet to a 1/2 Inch Iron rod set with "Hultt-Zollars" cap;

THENCE North 76 degrees 29 minutes 01 seconds West a distance of 15.00 feet to a 1/2 Inch Iron rod set with "Hultt-Zollars" cap at the beginning of non-tangent curve to the left having a radius of 1046.00 feet;

THENCE along said curve to the left through a central angle of 01 degrees 08 minutes 45 seconds, an arc length of 20.92 feet, being subtended by a chord of North 12 degrees 56 minutes 37 seconds East a distance of 20.92 feet to the POINT OF BEGINNING and CONTAINING 0.007 acres of land more or less.

BEING a tract of land situated in the BENJAMIN M. CRAIG SURVEY, Abstract No. 176, in the City of Plano, Collin County, Texas, and being a portion of a tract of land standing in the name of Anne Levy as described in Instrument recorded in Volume 498, Page 195 and Meyer Levy as described in Instrument recorded in Volume 686, Page 752 all of the Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found at the intersection of the platted south right-of-way of Parker Road as established by the Amended plat of Highlands of Preston Ridge, Phase Three as recorded in Cabinet 1, Page 104 of the Plat Records, Collin County, Texas, with the west line of said plat, and being in the east line of said Levy tract;

THENCE North 00 degrees 17 minutes 12 seconds East along the east line of said Levy tract a distance of 4.71 feet to a 1/2 Inch Iron rod set with "Hultt-Zollars" cap in the south right-of-way line of Parker Road as established by Instrument to the City of Plano as recorded by the County Clerk's file number 92-0065906, Land Records, Collin County, Texas;

THENCE North 89 degrees 31 minutes 13 seconds West along the south right-of-way of Parker Road a distance of 872.85 feet to 1/2 Inch Iron rod set with "Hultt-Zollars" cap;

8

M-19

**EXHIBIT "A" TO PERMANENT DRAINAGE EASEMENT  
PAGE 7 OF 7**

**THENCE South 44 degrees 35 minutes 38 seconds East a distance of 21.24 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;**

**THENCE South 00 degrees 19 minutes 58 seconds West a distance of 985.17 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap at the POINT OF BEGINNING;**

**THENCE South 00 degrees 19 minutes 58 seconds West a distance of 80.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;**

**THENCE North 89 degrees 40 minutes 02 seconds West a distance of 40.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;**

**THENCE North 00 degrees 19 minutes 58 seconds East a distance of 80.00 feet to a 1/2 inch iron rod set with "Hultt-Zollars" cap;**

**THENCE South 89 degrees 40 minutes 02 seconds East a distance of 40.00 feet to the POINT OF BEGINNING and CONTAINING 0.073 acres of land more or less.**

9

M-20

After recording  
Return to:  
Ed Snyder  
City of Plano - Envelope  
P.O. Box 860358  
Plano, Tx 75086-0358

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID, IS AND  
UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
County of Collin  
I hereby certify that this instrument was FILED in the Public Records  
on the 14th day of November 1996 by me and was duly RECEIVED by  
me the County Clerk of Collin County, Texas at

NOV 14 1996

*Helen Starnes*

DEPUTY CLERK, COLLIN COUNTY, TEXAS



Filed for Record in  
COLLIN COUNTY, TX  
HONORABLE HELEN STARNES

On 1996/11/14

At 2:43P

Number: 96- 0098443  
Type : EM 27.00

10

M-21

**EXHIBIT "B"**  
**PETITION FOR ABANDONMENT**

We, the undersigned, (called "Owners"), being all of the owners of real property abutting on that portion of **THE DRAINAGE AND SANITARY SEWER EASEMENTS** (called "Easements"), more particularly described in the field note description attached as Petition Exhibit "A", do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:  
**THE PUBLIC IMPROVEMENTS HAVE BEEN RELOCATED AND PERMANENT EASEMENTS WILL BE PLATTED.**
2. The following public interest will be served as a result of the abandonment:  
**THE EXISTING LOCATION OF THE PUBLIC IMPROVEMENTS AND THEIR EASEMENTS HINDER THE DEVELOPMENT OF THE ADDITION.**
3. The Owners hereby release and hold harmless the City from and against any and all claims or causes of action for damages or injury that each may have by reason of the abandonment and closing of the Easement.
4. The Owners represent that no other property owner uses the Easement for access to their property. The owners hereby indemnify and hold harmless the City from and against any and all claims or causes of action for damage or injury that any other property owner may have against the City by reason of the abandonment and closing of the Easement.
5. Unless the provisions of Paragraph 6 apply, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the costs of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the City Council of the City not abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
6. The provisions of Paragraph 5 shall not apply if the owners have dedicated other right-of-way to replace that which is to be abandoned, in order to construct a new street which shall take the place of the easement (called "Replacement Right-of-Way"). If the Owners have or will provide Replacement Easement attached as Petition Exhibit "B" a drawing showing the Replacement Right-of-Way in relation to the Easement.

M-22

- 7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Easement is abandoned, the City will quitclaim a portion of the Easement in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:  
**PRESTON PARKER, L.P. OWNS 100%**
- 8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Easement along with the designation of the abutting ownership.
- 9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Easement to be quitclaimed to each property owner.

**PRESTON PARKER L.P.**  
**Typed Name of Owner**

3103 Philmont Street  
**Address**

Huntingdon Valley, PA 19006  
**City, State and Zip**

**Dated:** 12/15/04

*Thomas J. Murray*  
**Signature of Owner**

Tom Murray, VP of Preston Parker, LLC, it's  
General Partner  
**Typed Name of Owner**

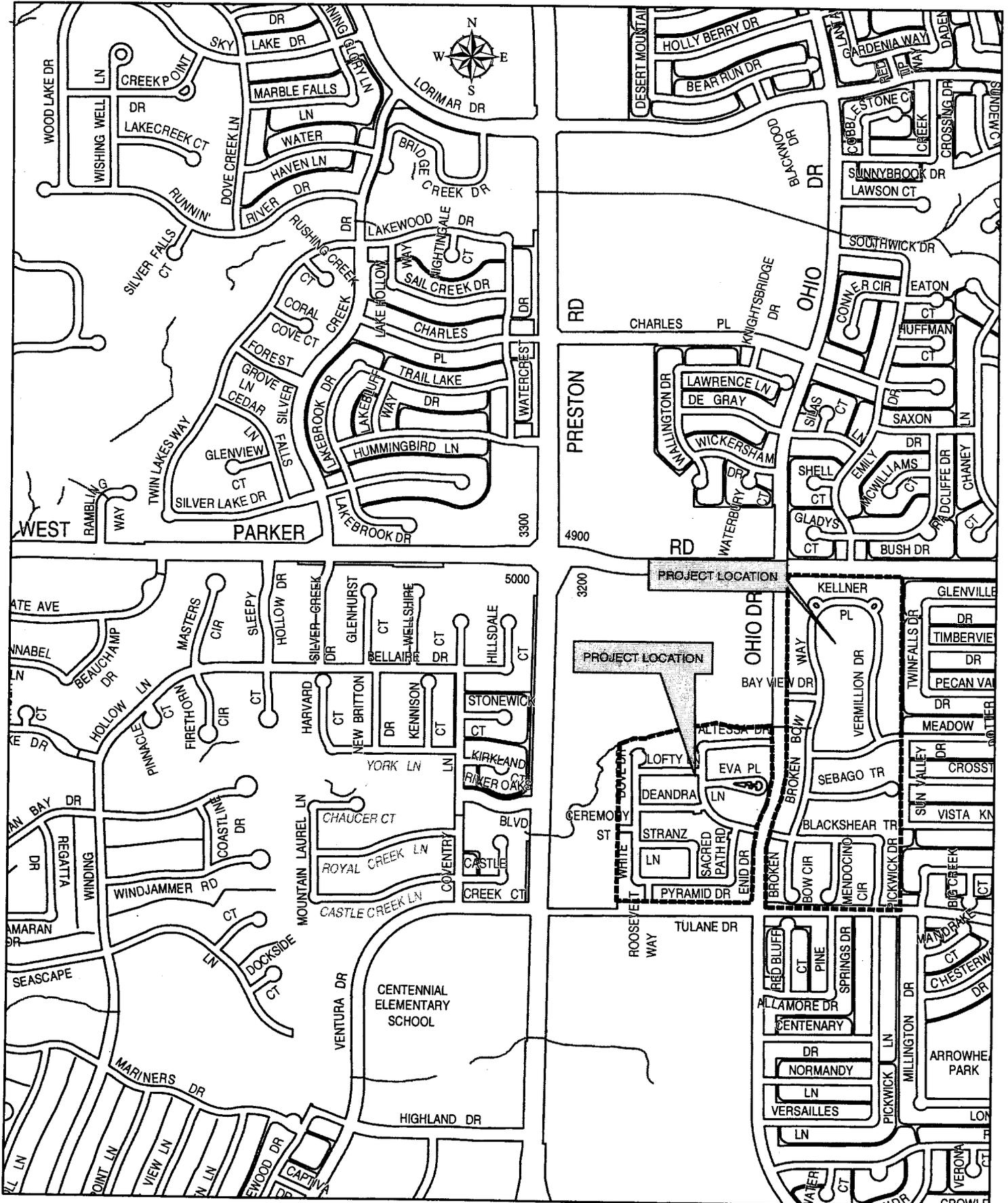
**Contact Person for Property Owners:**

**Name:** Tom Murray

**Phone No:** 817/329-8770 ext. 12

*M-23*

# PRESTON LAKES ADDITIONS



711-24



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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 type="checkbox"/> Not Applicable
Council Meeting Date:	<b>1/10/05</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Intergovernmental Relations	Initials	Date	
Department Head	Mark D. Israelson ext 5440	Executive Director	<i>[Signature]</i>	1/5/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/5/05
Agenda Coordinator (include phone #):		<b>Mark Israelson ext 5440</b>		
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				
<b>CAPTION</b>				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, FINDING THAT THE CURRENT RATES OF COSERV GAS LTD. ARE UNREASONABLE; APPROVING COSERV GAS LTD.'S REVISED TARIFFS; FINDING CITIES' RATE CASE EXPENSES REASONABLE; SEVERING THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE FROM APPROVAL OF THE REVISED TARIFFS; RETAINING JURISDICTION OVER THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE ISSUE UNTIL MARCH 1, 2005; FINDING THAT ANY RELIEF REQUESTED BY COSERV GAS LTD. NOT SPECIFICALLY GRANTED HEREIN IS DENIED; ADOPTING A MOST FAVORED NATIONS PROVISION; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO COSERV GAS LTD				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>04/05</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): <b>GENERAL FUND</b>				
COMMENTS: This item has no financial impact.				
<b>SUMMARY OF ITEM</b>				
This ordinance approves gas utility rates for CoServ Gas in the City of Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, FINDING THAT THE CURRENT RATES OF COSERV GAS LTD. ARE UNREASONABLE; APPROVING COSERV GAS LTD.'S REVISED TARIFFS; FINDING CITIES' RATE CASE EXPENSES REASONABLE; SEVERING THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE FROM APPROVAL OF THE REVISED TARIFFS; RETAINING JURISDICTION OVER THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE ISSUE UNTIL MARCH 1, 2005; FINDING THAT ANY RELIEF REQUESTED BY COSERV GAS LTD. NOT SPECIFICALLY GRANTED HEREIN IS DENIED; ADOPTING A MOST FAVORED NATIONS PROVISION; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR NOTICE OF THIS ORDINANCE TO COSERV GAS LTD.; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on or about August 25, 2004, CoServ Gas Ltd. ("CoServ" or "Company"), filed with the City of Plano ("City") a Statement of Intent to change gas rates in all municipalities within the CoServ System effective October 1, 2004; and

**WHEREAS**, the City has exclusive original jurisdiction to evaluate the Company's Statement of Intent as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

**WHEREAS**, the City suspended the effective date of CoServ's rate request until December 28, 2004 and CoServ extended the effective date of the rate increase by an additional thirty days for the City to investigate the Company's filing and to consider settlement of the request; and

**WHEREAS**, failure to take action regarding CoServ's rate request by January 27, 2005, will cause CoServ's filed request to become effective for all CoServ customers within the municipal limits;

**WHEREAS**, the City joined the Coalition of Cities Served by CoServ ("Cities"), a group of other cities similarly affected by CoServ's rate request to jointly hire counsel and an independent consultant to review CoServ's application; and

**WHEREAS**, after consideration of the Company's filing and the report issued by Cities' expert, the City concludes that CoServ's current rates are unreasonable and should be changed; and

11-2

**WHEREAS**, the Company and Cities have reached an agreement as to CoServ's filed request to increase rates conditioned upon final approval by Cities; and

**WHEREAS**, the Company's requested increase in system-wide annual revenues of \$1,165,525 is excessive, and the Company has agreed to an increase in system-wide revenue of \$500,000, of which approximately \$214,000 is associated with changes to the miscellaneous service charges; and

**WHEREAS**, a condition to the settlement with CoServ and the revised tariffs approved herein is the Company's commitment that it will not file a request with Cities for a rate increase that becomes effective prior to September 1, 2006; and

**WHEREAS**, CoServ will phase in the base rate increase approved and reflected by the attached tariffs so that the first ten percent of the rate increase will be implemented upon adoption of the revised tariffs and the remaining increase will be implemented in ten-percent increments on or after November 1, 2005, and August 1, 2005, and May 1, 2006; and

**WHEREAS**, Cities' rate case expenses incurred in this proceeding are reasonable and should be reimbursed by CoServ; and

**WHEREAS**, the City is unable at this time to determine the reasonableness of the rate case expenses incurred by the Company; and

**WHEREAS**, the City has reviewed the settlement agreement reached between the Company and the Coalition of Cities Served by CoServ and has determined that approval of the revised tariffs is in the best interest of the City and its residents, results in just and reasonable rates, and, therefore, should be approved by the City; and

**WHEREAS**, since the Company filing is based upon system-wide standardized rates and tariffs, it would be inappropriate for any city or residents of any city to receive benefits not enjoyed by the entire system.

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

**Section I.** It is in the best interest of the City and its residents to adopt the revised residential and commercial tariffs attached hereto to this ordinance as Exhibit "A" that reflect the settlement agreement reached between CoServ and the Coalition of Cities Served by CoServ.

**Section II.** The adoption of the revised tariffs provides for just and reasonable rates to be charged system-wide by the Company.

**Section III.** The effective date of the new tariffs attached hereto be February 1, 2005.

**Section IV.** The Cities' rate case expenses are reasonable and should be reimbursed by CoServ.

**Section V.** The issue of the recovery of rate case expenses incurred by CoServ Gas be severed from consideration of the revised base rate tariffs and that the City retain jurisdiction over the rate expense reimbursement issue until March 1, 2005, subject to a second thirty-day extension of the City's jurisdiction by CoServ.

**Section VI.** Adoption of a most favored nations provision is reasonable and appropriate and that any concession granted to any city is, at the discretion of the City Council, to be implemented in the City.

**Section VII.** It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

**Section VIII.** A copy of this ordinance, constituting final action on the CoServ application, be forwarded to the appropriate designated representative of the Company, Charles D. Harrell, Chief Financial Officer, CoServ Gas Ltd, 7701 South Stemmons, Corinth, Texas 76210-1842, within 10 days.

**Section IX.** This ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

77-4

## Rate Schedule 5

**RATE R - RESIDENTIAL SALES**

Applicable to: Entire System  
 Effective Date: February 1, 2005

Page 1 of 2

**Application of Schedule**

Schedule applies to all Residential Customers.

**Monthly Base Rate**

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$ 9.00 per month, plus
Volumetric Charge:	
First 0 Ccf to 20 Ccf	\$.19437 per Ccf
Next 50 Ccf	\$.14437 per Ccf
All Additional Ccf	\$.09437 per Ccf

**Purchased Gas Factor**

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with CoServ Purchased Gas Factor Schedule No. 2.

**Taxes**

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable.

71-5

**Rate Schedule 5****RATE R - RESIDENTIAL SALES**

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Applicable to: Entire System  
Effective Date: February 1, 2005

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Page 2 of 2

**Surcharges**

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s).

**Line Extension Policy**

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

71-6

**Rate Schedule 6**

**RATE C - COMMERCIAL SALES**

Applicable to: Entire System  
 Effective Date: February 1, 2005

Page 1 of 2

**Application of Schedule**

Schedule applies to all commercial customers.

**Monthly Base Rate**

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$15.50 per month, plus
Volumetric Charge:	
First 0 Ccf to 300 Ccf	\$0.24436 per Ccf
Next 200 Ccf	\$0.19436 per Ccf
All Additional Ccf	\$0.14436 per Ccf

**Purchased Gas Factor**

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with CoServ Purchased Gas Factor Schedule No. 2.

**Taxes**

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable.

71-7

## Rate Schedule 6

**RATE C - COMMERCIAL SALES**

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Applicable to: Entire System  
Effective Date: February 1, 2005

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Page 2 of 2

**Surcharges**

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s).

**Line Extension Policy**

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

71-8

## Rate Schedule 10

**RATE M – MISCELLANEOUS SERVICE CHARGES**

Applicable to: Entire System  
 Effective Date: February 1, 2005

Page 1 of 2

**Application**

The service charges listed below are in addition to any other charges under the Company's Tariff for Gas Service and will be applied for the condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's actual cost plus appropriate surcharges.

**Applicable Charges**

Service Charge No.	Name and Description	Amount of Charge
1	<b>Connection Charge During Business Hours</b> During standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions: (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations	\$ 65.00
2	<b>Connection Charge After Business Hours</b> After standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions: (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations	\$ 97.00
3	<b>Field Read of Meter</b> A read for change charge when it is necessary for the Company to read the meter at a currently served location because of a change in the billable party.	\$ 19.00
4	<b>Returned Check Charges</b>	\$ 20.00

71-9

	Returned check handling charge for each check returned to Company for any reason.	
5	<b>Charge for Temporary Discontinuance of Service - Residential</b> Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 65.00
6	<b>Charge for Temporary Discontinuance of Service- NonResidential</b> Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 107.00
7	<b>Charge for Meter Testing</b> The Company shall, upon request of a customer, make a test of the accuracy of the meter serving that customer. The Company shall inform the customer of the time and place of the test and permit the customer or his authorized representative to be present if the customer so desires. If no such test has been performed within the previous four (4) years for the same customer at the same location, the test shall be performed without charge. If such test has been performed for the same customer at the same location within the previous four (4) years, the Company will charge the Meter Test Fee. The customer must be properly informed of the result of any test on a meter that services him.	\$ 15.00
8	<b>Charge for Service Calls During Business Hours</b> A Service Call Charge is made for responding to a service call during standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 26.00
9	<b>Charge for Service Calls After Business Hours</b> A Service Call Charge is made for responding to a service call after standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 40.00
10	<b>Tampering Charge</b> No Company Meters, equipment, or other property, whether on Customer's premises or elsewhere, are to be tampered with or interfered with for any reason. A Tampering Charge is made for unauthorized reconnection or other tampering with Company metering facilities or a theft of gas service by a person on the customer's premises or evidence by whomsoever at customer's premises. An additional cost for the cost of repairs and/or replacement of damaged facilities and the installation of protective facilities or relocation of meter are made at cost plus appropriate charges as may be detailed in the Company's Service Rules and Regulations	\$ 125.00
11	<b>Credit/Debit Card Payments Charge</b> Bill payments using credit cards, debit cards, and electronic checks (includes third-party transaction fees and administrative costs).	Actual Cost

71-10

## Rate Schedule 10

**RATE M – MISCELLANEOUS SERVICE CHARGES**

Applicable to: Entire System

Page 2 of 2

Effective Date: February 1, 2005

12	<b>Line Extension and Installation Charges</b> Extension and installation of new mains, service lines, risers, fittings and other appurtenant equipment pursuant to main extension policy in municipal franchise. Credit for main pursuant to municipal franchise. The customer is responsible for the installation of yard line and yard line risers.	Actual Cost
13	<b>Construction Crew Charges</b> All labor charges if a construction crew is required.	Actual Cost
14	<b>Construction Costs Charges</b> All other construction charges.	Actual Cost

7A-11

**STAFF REPORT REGARDING THE ORDINANCE  
ADOPTING REVISED TARIFFS FOR COSERV GAS LTD.**

**PURPOSE**

This ordinance represents the City's exercise of its original jurisdiction to evaluate the reasonableness of natural gas rates charged within city limits. The ordinance approves CoServ Gas Ltd.'s ("CoServ" or "Company") revised tariffs applicable to residential and commercial service in the City of Plano. The revised tariffs reflect the agreement reached between the Coalition of Cities Served by CoServ ("Cities"), of which the City of Plano is a member, and Company regarding CoServ's Statement of Intent to adjust rates and the Company's intention to begin charging the same system-wide rate for all residential customers and all commercial customers. The ordinance also ensures that if CoServ agrees to provide a more attractive rate to another city in the future, the City may exercise its option to implement the rate also.

**DISCUSSION**

CoServ filed its Statement of Intent to adjust rates with all of the cities in its service area in late August, 2004. The adjustment in rates requested by CoServ, if approved, would result in additional annual revenue of \$1,165,525 to the Company. Average residential base rates would increase 19 percent across the service area and commercial rates would increase 81 percent if the Company's request was approved in its entirety. In addition to seeking an increase in annual revenues, CoServ also requested that the Cities approve the implementation of system-wide rates. Currently, Co-Serve charges different rates in the different cities that it serves. System-wide rates ensure that all customers will be charged the same rate.

Connie Cannady, Cities' expert hired to analyze the Company's request, issued a report November 10, 2004. Ms. Cannady determined that, based upon the information filed by the Company, it was reasonable to increase CoServ's annual revenues. However, Ms. Cannady concluded that the Company's request to increase revenues by \$1,165,525 was excessive and unreasonable.

In an effort to avoid costly litigation, Cities pursued the possibility of settlement with the Company. Based upon Ms. Cannady's analysis and additional information supplied by the Company through informal discovery, Cities determined a range of revenue increases upon which settlement would be reasonable. The \$500,000 annual revenue increase agreed to by the Cities and CoServ is within that range of reasonable alternatives. As part of the settlement agreement, the Company agreed to institute a schedule of miscellaneous service charges that has the effect of mitigating some of the impact of the revenue increase that would otherwise be recovered through residential and commercial base rates. The Company also assented to setting customer charges for residential and commercial customers that were less than the amount requested in the Company's original filing (\$9 vs. \$11 for residential customers and \$15.50 vs. \$25 for commercial customers). The settlement will make CoServ miscellaneous service charges and customer charges consistent with the similar charges imposed by Atmos/TXU Gas.

In addition to minimizing the Company's requested revenue increase request, Cities were able to secure several additional concessions from CoServ via the settlement. CoServ committed to minimizing rate shock by phasing in any base rate increase exceeding 10 percent. CoServ also agreed that it would not file any action with the City to increase rates that would be effective prior to September 1, 2006.

The City must take action on CoServ's request to adjust rates by January 27, 2005, or it will lose jurisdiction to consider the request.

Cities were unable to agree to the reasonableness of the Company's anticipated rate case expenses prior to the filing of this ordinance. So that settlement of the revenue requirement will not be held up by the rate case expense issues, the Company will extend its effective date another 30 days if the City passes this ordinance so that the City will retain jurisdiction over the rate case expense piece.

### **RECOMMENDATION**

The staff of the City of Plano recommends that the City Council adopt the attached ordinance and revised tariffs adjusting CoServ's rates effective February 1, 2005. The ordinance establishes reasonable rates and represents an optimal resolution of CoServ's Statement of Intent to adjust rates. As a result of the City's investigation of CoServ's rate request and the subsequent settlement, the average base rate increase for residential customers system-wide is just two percent, as compared to the 19 percent average residential base rate increase contemplated by CoServ's initial filing. The average base rate increase for commercial customers system-wide declined from an 81 percent increase anticipated by the Company's initial filing to a 55 percent increase based upon the settlement.

7-14

CoServ Gas, Ltd.  
Settlement Impact on Customer Bills and Revenues  
Comparison of Base Rate Percentage Change  
Test Year Ended March 31, 2004

Residential	Net Annual Revenue (Base Rates) - Filed				Net Annual Revenue (Base Rates) - Settlement			
	Proposed Base Rates	Existing Based Rates	Increase \$	Base Rate % Change	Proposed Rates	Existing Based Rates	Increase \$	Base Rate % Change
Allen	739,735	706,056	33,680	4.77%	634,170	706,056	(71,886)	-10.2%
Argyle	21,884	17,728	4,156	23.44%	18,761	17,728	1,033	5.8%
Bartonville	14,033	14,841	(808)	-5.44%	12,030	14,841	(2,811)	-18.9%
Castlehills	78,714	85,417	(6,703)	-7.85%	67,481	85,417	(17,936)	-21.0%
Corinth	4,071	2,430	1,641	67.54%	3,490	2,430	1,060	43.6%
Denton	328,544	189,952	138,592	72.96%	281,658	189,952	91,707	48.3%
Lantana	156,098	140,654	15,444	10.98%	133,822	140,654	(6,832)	-4.9%
Double Oak	14,387	13,697	690	5.04%	12,333	13,697	(1,363)	-10.0%
Fairview	80,727	84,502	(3,774)	-4.47%	69,207	84,502	(15,295)	-18.1%
Flower Mound	221,978	210,283	11,695	5.56%	190,300	210,283	(19,983)	-9.5%
Ft. Worth	-	-	-	0.00%	-	-	-	0.0%
Frisco	1,600,312	1,297,527	302,785	23.34%	1,371,936	1,297,527	74,409	5.7%
Highland Village	28,368	25,054	3,314	13.23%	24,320	25,054	(734)	-2.9%
Little Elm	395,149	339,210	55,939	16.49%	338,758	339,210	(452)	-0.1%
Lucas	43,645	33,784	9,862	29.19%	37,417	33,784	3,633	10.8%
McKinney	629,706	498,510	131,196	26.32%	539,842	498,510	41,333	8.3%
Murphy	265,420	204,326	61,094	29.90%	227,543	204,326	23,217	11.4%
Parker	73,913	57,849	16,064	27.77%	63,365	57,849	5,517	9.5%
Plano	426,432	295,231	131,201	44.44%	365,577	295,231	70,346	23.8%
Ponder	4,482	3,240	1,242	38.33%	3,842	3,240	602	18.6%
Prosper	113,463	205,586	(92,123)	-44.81%	97,271	205,586	(108,315)	-52.7%
Shady Shores	253	150	103	68.52%	217	150	67	44.5%
The Colony	402,348	340,265	62,083	18.25%	344,930	340,265	4,665	1.4%
Wylie	391,033	296,475	94,558	31.89%	335,230	296,475	38,755	13.1%
Kaufman County	133,979	120,879	13,100	10.84%	114,859	120,879	(6,020)	-5.0%
	6,168,673	5,183,643	985,030	19.00%	5,288,360	5,183,643	104,717	2.0%

CoServ Gas, Ltd.  
Settlement Impact on Customer Bills and Revenues  
Comparison of Base Rate Percentage Change  
Test Year Ended March 31, 2004

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71-15

71-16

CoServ Gas, Ltd.  
 Settlement Impact on Customer Bills and Revenues  
 Comparison of Base Rate Percentage Change  
 Test Year Ended March 31, 2004

Commercial	Net Annual Revenue (Base Rates) - Filed				Net Annual Revenue (Base Rates) - Settlement			
	Proposed Base Rates	Existing Based Rates	Increase \$	Base Rate % Change	Proposed Rates	Existing Based Rates	Increase \$	Base Rate % Change
Allen	31,810	19,091	12,719	66.63%	27,271	19,091	8,180	42.8%
Argyle	8,081	3,014	5,067	168.10%	6,928	3,014	3,914	129.8%
Bartonville	12,849	9,346	3,503	37.49%	11,015	9,346	1,670	17.9%
Castlehills	4,035	3,523	513	14.56%	3,460	3,523	(63)	-1.8%
Corinth	7,131	3,103	4,028	129.83%	6,114	3,103	3,011	97.0%
Denton	7,504	3,076	4,428	143.96%	6,433	3,076	3,357	109.1%
Lantana	5,401	3,890	1,512	38.87%	4,630	3,890	741	19.0%
Double Oak	-	-	-	0.00%	-	-	-	0.0%
Fairview	-	-	-	0.00%	-	-	-	0.0%
Flower Mound	36,909	25,244	11,665	46.21%	31,642	25,244	6,398	25.3%
Ft. Worth	14,294	12,373	1,920	15.52%	12,254	12,373	(120)	-1.0%
Frisco	384,763	207,125	177,639	85.76%	329,855	207,125	122,730	59.3%
Highland Village	-	-	-	0.00%	-	-	-	0.0%
Little Elm	13,271	9,076	4,195	46.22%	11,377	9,076	2,301	25.4%
Lucas	-	-	-	0.00%	-	-	-	0.0%
McKinney	5,533	3,482	2,052	58.93%	4,744	3,482	1,262	36.3%
Murphy	1,606	744	862	115.82%	1,377	744	633	85.0%
Parker	-	-	-	0.00%	-	-	-	0.0%
Plano	54,311	20,844	33,467	160.56%	46,560	20,844	25,716	123.4%
Ponder	-	-	-	0.00%	-	-	-	0.0%
Prosper	-	-	-	0.00%	-	-	-	0.0%
Shady Shores	-	-	-	0.00%	-	-	-	0.0%
The Colony	7,265	5,189	2,076	40.00%	6,228	5,189	1,039	20.0%
Wylie	3,327	1,454	1,873	128.79%	2,852	1,454	1,398	96.1%
Kaufman County	-	-	-	0.00%	-	-	-	0.0%
	598,092	330,573	267,519	80.93%	512,740	330,573	182,167	55.1%

CoServ Gas, Ltd.  
Settlement Impact on Customer Bills and Revenues  
Comparison of Base Rate Percentage Change  
Test Year Ended March 31, 2004

	Net Annual Revenue (Base Rates) - Filed				Net Annual Revenue (Base Rates) - Settlement			
	Proposed Base Rates	Existing Based Rates	Increase \$	Base Rate % Change	Proposed Rates	Existing Based Rates	Increase \$	Base Rate % Change
Total	771,546	725,146	46,399	6.40%	661,441	725,146	(63,706)	-8.8%
Allen	29,965	20,742	9,223	44.46%	25,689	20,742	4,947	23.8%
Argyle	26,882	24,187	2,695	11.14%	23,046	24,187	(1,141)	-4.7%
Bartonville	82,749	88,940	(6,190)	-6.96%	70,940	88,940	(17,999)	-20.2%
Castlehills	11,202	5,533	5,669	102.47%	9,603	5,533	4,071	73.6%
Corinth	336,047	193,027	143,020	74.09%	288,091	193,027	95,064	49.2%
Denton	161,500	144,544	16,956	11.73%	138,452	144,544	(6,091)	-4.2%
Lantana	14,387	13,697	690	5.04%	12,333	13,697	(1,363)	-10.0%
Double Oak	80,727	84,502	(3,774)	-4.47%	69,207	84,502	(15,295)	-18.1%
Fairview	258,887	235,527	23,360	9.92%	221,942	235,527	(13,585)	-5.8%
Flower Mound	14,294	12,373	1,920	15.52%	12,254	12,373	(120)	-1.0%
Ft. Worth	1,985,075	1,504,652	480,424	31.93%	1,701,791	1,504,652	197,139	13.1%
Frisco	28,368	25,054	3,314	13.23%	24,320	25,054	(734)	-2.9%
Highland Village	408,420	348,286	60,134	17.27%	350,136	348,286	1,849	0.5%
Little Elm	43,645	33,784	9,862	29.19%	37,417	33,784	3,633	10.8%
Lucas	635,239	501,991	133,248	26.54%	544,586	501,991	42,595	8.5%
McKinney	267,026	205,070	61,956	30.21%	228,920	205,070	23,850	11.6%
Murphy	73,913	57,849	16,064	27.77%	63,365	57,849	5,517	9.5%
Parker	480,743	316,075	164,668	52.10%	412,137	316,075	96,063	30.4%
Plano	4,482	3,240	1,242	38.33%	3,842	3,240	602	18.6%
Ponder	113,463	205,586	(92,123)	-44.81%	97,271	205,586	(108,315)	-52.7%
Prosper	253	150	103	68.52%	217	150	67	44.5%
Shady Shores	409,613	345,454	64,159	18.57%	351,158	345,454	5,704	1.7%
The Colony	394,360	297,929	96,431	32.37%	338,082	297,929	40,153	13.5%
Wylie	133,979	120,879	13,100	10.84%	114,859	120,879	(6,020)	-5.0%
Kaufman County	6,766,764	5,514,216	1,252,549	22.71%	5,801,099	5,514,216	286,884	5.2%

*M-17*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>01/10/05</b>		Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director <i>JP</i>	1/4/05	
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager <i>JP</i>	1/4/05	
Agenda Coordinator (include phone #):		<b>Pegues (7198)</b> <i>JP</i>	<b>(Project No. 5283)</b>		

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

### CAPTION

Approval and authorization for the selection of Parsons Brinkerhoff Quade & Douglas, Inc. to provide Professional Engineering Services for an amount not to exceed \$58,794.00 in connection with the design of Preston Road at Plano Parkway Intersection Improvements and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract. Bid No. B113-04.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2004-05</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	300,000	400,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-58,794	0	-58,794
<b>BALANCE</b>	<b>0</b>	<b>41,206</b>	<b>300,000</b>	<b>341,206</b>

**FUND(S):**    STREET IMPROVEMENT CIP

**COMMENTS:** Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$58,794, will leave a current year balance of \$41,206 for the Preston at Plano Parkway Intersection Improvements project. **STRATEGIC PLAN GOAL:** This item relates to the City's Goal of Safe, Efficient Travel.

### SUMMARY OF ITEM

This agreement with Parsons Brinkerhoff Quade & Douglas, Inc., is for the analysis of engineering of Preston Road at Plano Parkway intersection to include traffic engineering study and report on recommended improvements.

The contract fee is for \$58,794.00 and is detailed as follows:

Project Administration, Coordination & Meetings	\$ 6,390.00
Data Collection and Review and Site Visit	\$ 2,452.00
Traffic Analyses and Diagrams	\$ 32,134.00
Quantities & Benefit/Cost Analyses	\$ 6,935.00
Report Composition and Preparation	\$ 5,369.00
Quality Control	\$ 4,707.00
Direct Expenses	\$ 807.00
<b>TOTAL</b>	<b>\$ 58,794.00</b>

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$2,000,000.

List of Supporting Documents: Engineering Services Agreement, Location Map	Other Departments, Boards, Commissions or Agencies N/A
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*Q-1*

# PRESTON ROAD AT PLANO PARKWAY INTERSECTION IMPROVEMENTS

PROJECT NO. 5283

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.**, a **NEW YORK** Corporation, licensed to do business in Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PRESTON ROAD AT PLANO PARKWAY INTERSECTION IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

#### II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

### **VI. Insurance**

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

### **VII. Indemnity**

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer 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 Engineer's obligation to

defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer 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 Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **X. Audits and Records/Prohibited Interest**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

### **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **XII. Engineer's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

### **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

### **XIV. Complete Contract**

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

## **XV. Mailing of Notices**

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

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

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

Richard T. Grice  
Parsons Brinckerhoff Quade & Douglas, Inc.  
2777 N. Stemmons Freeway #1333  
Dallas TX 75207-2502

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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.

### **C. Venue/Governing Law:**

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

0-6

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

**SIGNED** on the date indicated below.

**PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.**

A New York Corporation licensed to do business in Texas

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

LARRY G. REDDEN  
VICE PRESIDENT &  
AREA MANAGER

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Thomas H. Muehlenbeck  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

Q-7

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **LARRY G. REDDEN, VICE PRESIDENT**, of **PARSONS BRINCKERHOFF QUADE & DOUGLASS, INC.**, a **NEW YORK** corporation licensed to do business in Texas, 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 \_\_\_\_\_, \_\_\_\_\_, 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

0-8

## EXHIBIT "A"

### SCOPE OF SERVICES

Parsons Brinckerhoff Quade & Douglas, Inc.  
Preston Road at Plano Parkway – Traffic Study Phase 1  
City of Plano, Texas

Parsons Brinckerhoff Quade & Douglas, Inc. (PB) will perform Professional Engineering design services as a consultant to the City of Plano, Texas for improvements at the Preston Rd. / Plano Parkway intersection for the purpose of relieving traffic congestion. The design services will be provided under two phases as (1) Traffic Study Phase (Phase 1) and (2) Construction Plan Preparation Phase (Phase 2). Phase 2 design services will be negotiated near the completion date of Phase 1. Phase 1 services are defined as follows:

1. Provide general project administrative and management services throughout the duration of Phase 1.
2. Attend up to 2 progress meetings with City of Plano staff.
3. Make 1 site visit to verify existing conditions and recommended alternatives.
4. Coordinate alternatives with TXDOT as necessary (1 meeting).
5. Collect and review previous Studies, Traffic Counts, Models and NCTCOG Data. Paving plans and utility research is not necessary for this traffic study phase.
6. Prepare turning movement diagrams for Preston EB, Preston WB, Alliance, Allied, Park, PGBT and Old Shepard Place.
7. Verify 2025 forecasted traffic counts and turning movements provided by the City of Plano (TRANSCAD projections) and adjust forecasted travel demands after reviewing previous traffic studies by Kimley-Horn (Preston Road ...), Parsons (Spring Creek Mobility Study) and existing models provided by City Traffic Engineering.
8. Prepare schematic diagrams for each alternative studied.
9. Prepare SimTraffic/SYNCHRO (v.6) analysis network for each alternative.
10. Perform SimTraffic/SYNCHRO (v.6) analysis for each alternative.
11. Analyze statistics generated from SimTraffic/SYNCHRO (v.6) (pollution, stops, fuel consumption, etc.).
12. Prepare benefit/cost analysis for each alternative.
13. Consider alternatives (1) Existing Conditions, (2) Added Lanes, (3) Continuous Flow Intersection and (4) Michigan Left Turn Option. Include a discussion of Single Point Intersection in the report based on existing analyses provided by the City. The City of Plano does not desire grade separation options for this traffic study phase.
14. Perform quality assurance checks of data generated, analyses, reports and exhibits prior to submission for City review.

15. Prepare 5 draft reports and exhibits for review by City staff. Incorporate staff comments into the report and provide 24 copies of the report and 1 original for the Council work shop.
16. Special Services will not be required by PB in this Phase 1 Study (field surveying, right of way work, geotechnical, environmental, drainage).
17. Prepare and distribute meeting minutes for all project coordination meetings.
18. Provide the Professional Engineering services for this Phase 1 Study for a not to exceed amount of \$58,794.00.

0-10

EXHIBIT "B"

SCHEDULE for PHASE I - TRAFFIC STUDY  
Preston Rd. @ Plano Parkway Intersection

	Beginning Date	Ending Date	February			March			April					
			week end.	11	18	25	4	11	18	25	1	8	15	22
Obtain traffic data, reports, as built plans and other data from City of Plano	2/7/2005	2/18/2005												
Preparation of concept plans for four (4) alternatives	2/7/2005	3/4/2005												
Project Site Visit and Inventory	2/7/2005	2/11/2005												
Coordination Meetings with City and/or TxDOT(3 meetings)	2/28/2005	4/22/2005												
Verify 2025 Forecasted traffic data provided by City of Plano	2/7/2005	2/18/2005												
Modify SimTraffic/Synchro Analysis Network provided by the City of Plano to analyze each of four (4) alternatives	2/7/2005	3/4/2005												
Perform SimTraffic/Synchro analysis for each alternative	2/28/2005	3/25/2005												
Analyze statistics generated for each alternative and develop benefit/cost ratio for each alternative and make recommendations.	3/28/2005	4/8/2005												
Quality Assurance check for data generated, analysis, reports and exhibits prior to submission to City of Plano	2/28/2005	4/22/2005												
Prepare five (5) draft reports and exhibits for review by City Staff	4/11/2005	4/15/2005												
Incorporate City Review Comments and prepare 24 copies of Report for review by City Council	4/18/2005	4/22/2005												
Attend City Council Work Session		4/26/2005												
Submit final reports		4/29/2005												

Note: Above schedule is based on receiving the fully executed agreement on or before February 4, 2005.

0-11

## EXHIBIT "C"

### COMPENSATION AND METHOD OF PAYMENT

PRESTON RD. @ PLANO PARKWAY INTERSECTION  
PHASE 1 - TRAFFIC STUDY

<u>TASK</u>	<u>AMOUNT</u>
Project Administration, Coordination & Meetings (Task No. 1, 2, 3, 5, 6, 7 & 8)	\$6,390.00
Data Collection and Review and Site Visit (Task No. 4 & 9)	\$2,452.00
Traffic Analyses and Diagrams (Task No. 10, 11, 13, 14, 15, 16, 17 & 18)	\$32,134.00
Quantities & Benefit/Cost Analyses (Task No. 19, 20 & 21)	\$6,935.00
Report Composition and Preparation (Task No. 22, 23 & 24)	\$5,369.00
Quality Control (Task No. 25)	\$4,707.00
Direct Expenses	<u>\$807.00</u>
TOTAL PHASE 1 CONTRACT	\$58,794.00

Note: Task No. relate to items shown on the man-hour spreadsheet.  
There is no Task No. 12.

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

**1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

013

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate

Q-15

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

1. Workers' Compensation & Employers' Liability

Statutory limits of State of Texas  
\$100,000 accident \$100,000 disease  
\$500,000 policy limit disease

2. For Future Use

3. City Approved Alternative Workers' Comp. Program

\$150,000 medical, safety program

4. General Liability

Complete entry No. 26  
Minimum \$500,000 each occurrence  
\$1,000,000 general aggregate

5. General aggregate applies per project (CGL)

6. Premises/Operations

(Items No. 3-10 & 12 require)

7. Independent Contractors

\$500,000 combined single limit for bodily injury and property damage

8. Products

damage each occurrence with

9. Completed Operations

\$1,000,000 general aggregate that applies to project under contract

10. Contractual Liability

11. Personal Injury Liability

\$500,000 each offense & aggregate

12. XCU Coverages

13. Automobile Liability

\$500,000 Bodily Injury & Property

14. Owned, Hired & Non-owned

Damage each accident

15. Motor Carrier Act Endorsement

16. Professional Liability

\$1,000,000 each claim and aggregate

17. Garage Liability

\$\_\_\_\_\_ BI & PD each occurrence



**EXHIBIT "E"**

**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 contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

\_\_\_\_\_  
**Name of Engineering Firm**

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**Title**

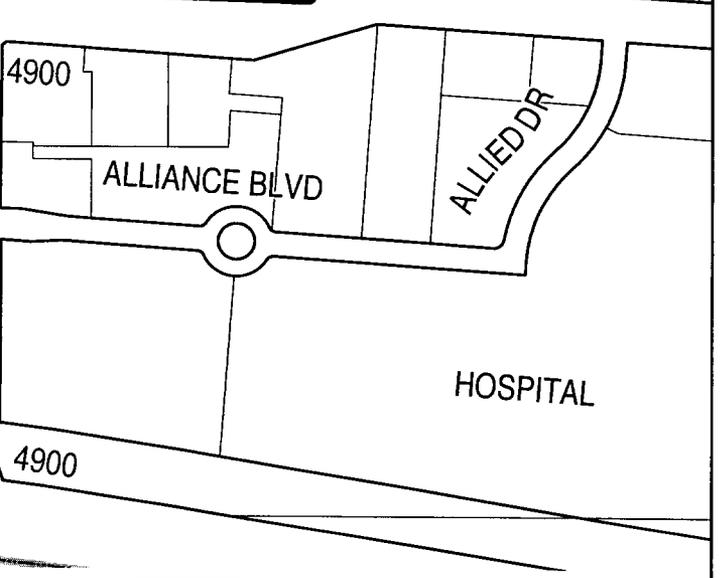
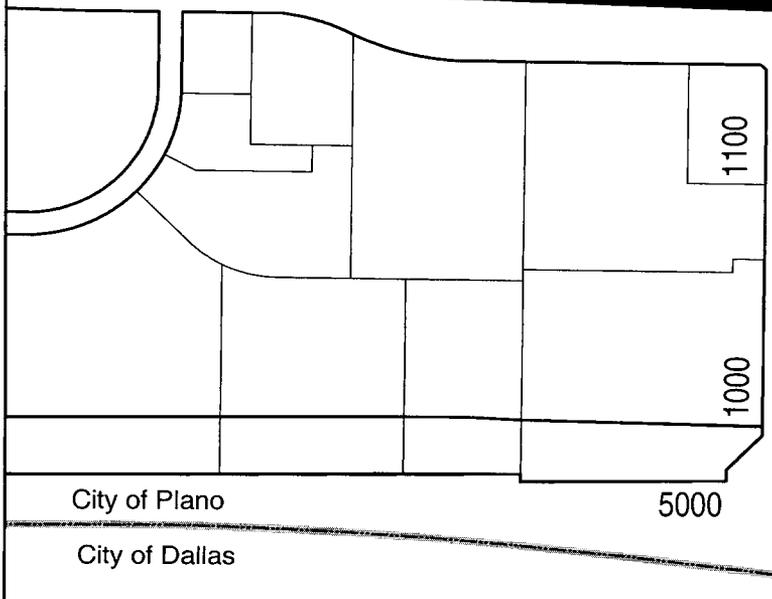
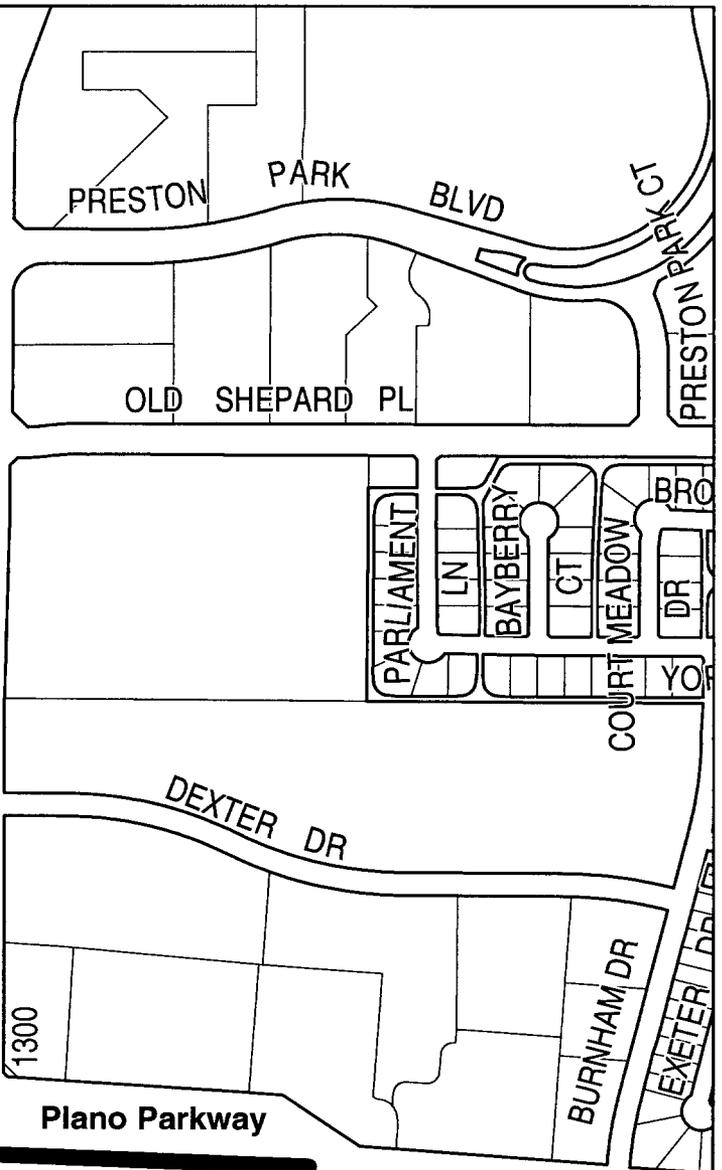
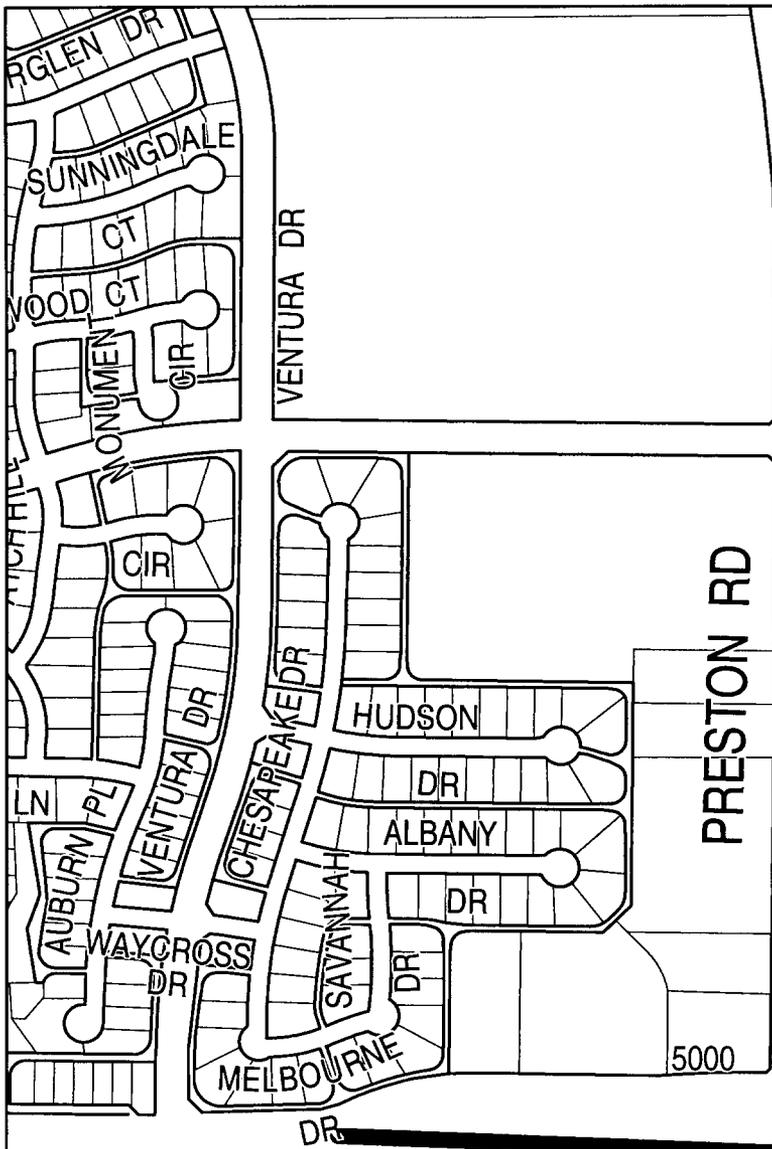
\_\_\_\_\_  
**Date**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_** §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Q-18



**Preston @ Plano Parkway Intersection Improvements (TxDOT)**  
 CIP Project No. 5283  
 1 inch equals 500 feet

500 250 0 500 Feet

0-19

**DATE:** December 21, 2004  
**TO:** Honorable Mayor & City Council  
**FROM:** Laura Williamson, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 20, 2004

**PUBLIC HEARING**  
**ZONING CASE 2004-50**  
**APPLICANT: TURNER HERITAGE INVESTMENTS, LTD. & SJD DEVELOPMENT, INC.**

**DESCRIPTION:**

Request for a Specific Use Permit (SUP) for Private Club on 0.1± acre located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily-2. Neighborhood #31.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **FAVOR:** 2 **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:** January 10, 2005 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

CHL/mac

xc: Margaret Dinapoli, Turner Heritage Investments Ltd.  
Steve Dinapoli, Sjd Development, Inc.  
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 20, 2004

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2004-50

**Applicant:** Turner Heritage Investments, Ltd. & SJD Development, Inc.

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**DESCRIPTION:**

Request for a Specific Use Permit (SUP) for Private Club on 0.1± acre located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2. Neighborhood #31.

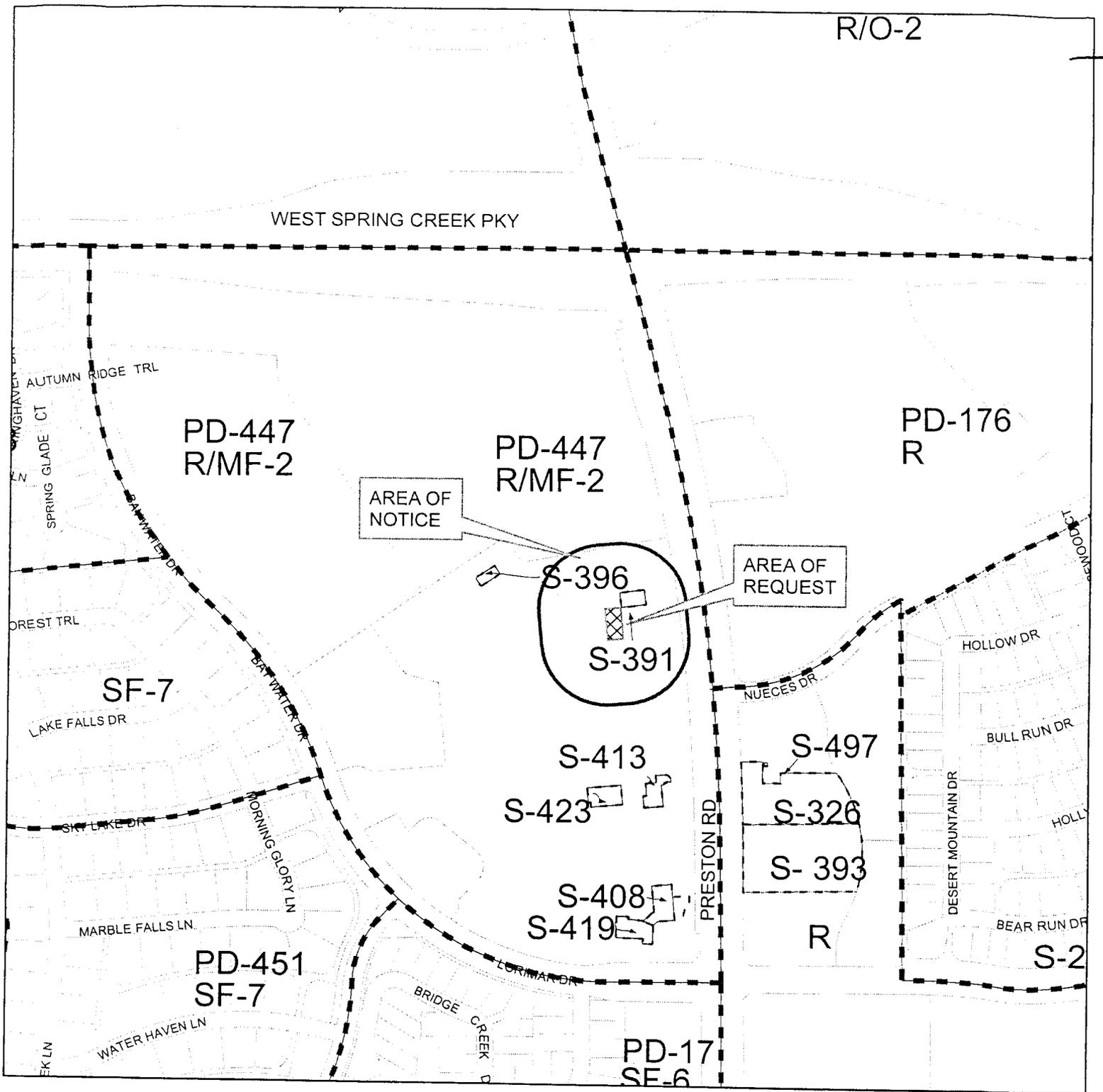
**REMARKS:**

The requested zoning is for an SUP for Private Club to serve alcoholic beverages in conjunction with the operation of a restaurant located within the Lakeside Market Shopping Center. The property meets the parking requirements for a restaurant with a private club. The front door of the proposed restaurant is not within 1,000 feet of the property line of any church, public or parochial school, hospital, or publicly-owned park, nor is it within 300 feet of the boundary of any residentially-zoned district.

**RECOMMENDATIONS:**

Recommended for approval as submitted.

1-2



Zoning Case #: 2004-50

Existing Zoning: PLANNED DEVELOPMENT-447-  
RETAIL/MULTIFAMILY RESIDENCE-2

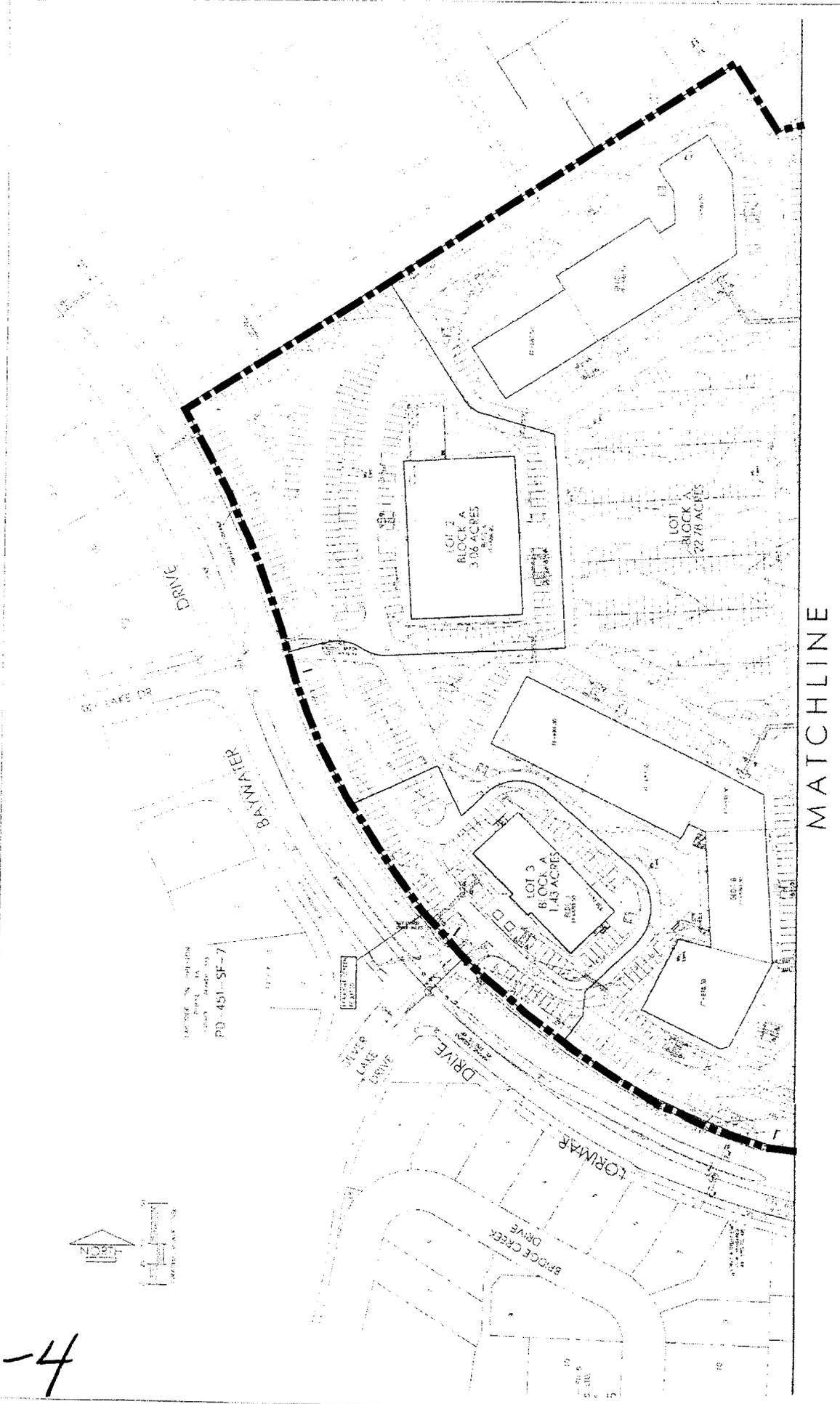


1-3  
○ 200 Notification's Buffer

1-4



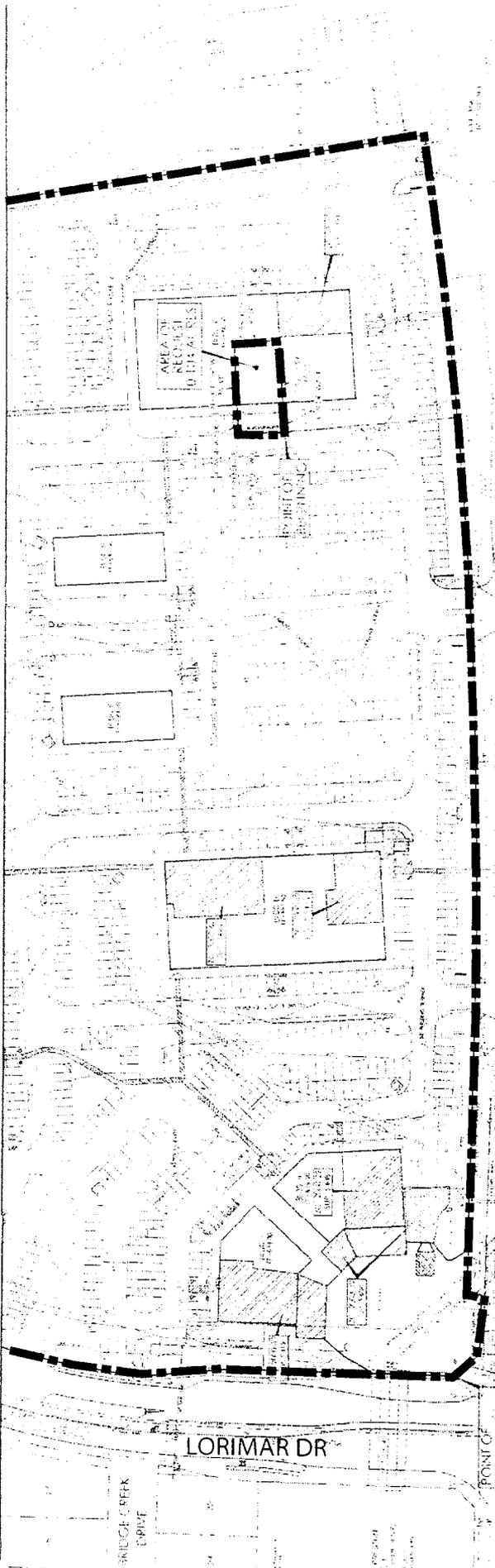
PLANNING AND ZONING DEPARTMENT  
CITY OF DENVER, COLORADO  
PD 451-SF-7



MATCHLINE

NDM <small>NATIONAL DEFENSE MANAGEMENT</small> <small>10000 W. ALPINE DRIVE, SUITE 100, DENVER, CO 80231</small>		2 2
ZONING EXHIBIT ZONING CASE 2004-50		2 2

MATCHLINE



PRESTON RD

LORIMAR DR

POINT OF COMMENCING

1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT). THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND CDOT PRIOR TO THE START OF CONSTRUCTION.

2. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND CDOT.

4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND CDOT.

6. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

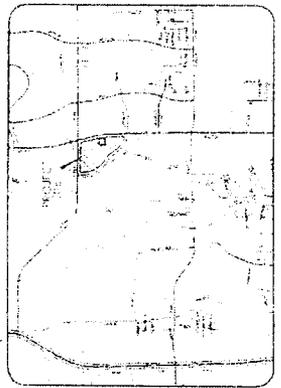
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND CDOT.

8. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND CDOT.

10. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PROCESS.

RETAIL W/ S-285 & S-326



VICINITY MAP

NEEDS DRAFT

DATE	DESCRIPTION	BY	FOR
10/15/2004	PRELIMINARY DRAFT	J. SMITH	CLIENT
11/10/2004	REVISED DRAFT	J. SMITH	CLIENT
12/15/2004	FINAL DRAFT	J. SMITH	CLIENT

NO. 111111  
 ZONING EXHIBIT  
 ZONING CASE 2004-50

BARBARA J. NASH  
 Planning Director

NO. 111111  
 ZONING EXHIBIT  
 ZONING CASE 2004-50

1-5

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2004-50)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 557 SO AS TO ALLOW THE ADDITIONAL USE OF PRIVATE CLUB ON 0.1± ACRE OF LAND OUT OF THE ROBERT BENEFIELD SURVEY, ABSTRACT NO. 99, LOCATED 180± FEET WEST OF PRESTON ROAD AND 1,000± FEET NORTH OF LORIMAR DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-447-RETAIL/MULTIFAMILY RESIDENCE-2; 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 10th day of January, 2005, for the purpose of considering granting Specific Use Permit No. 557 for Private Club on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive in the City of Plano, County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2; 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 10th day of January, 2005; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 557 for Private Club on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 180± feet west of Preston Road and 1,000± feet north of Lorimar 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. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 557, allowing the additional use of Private Club on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2, 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 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 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.

**Section VII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 10TH DAY OF JANUARY, 2005.**

---

Pat Evans, MAYOR

ATTEST:

---

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land situated in the Robert Benefield Survey, Abstract No. 99, in the City of Plano, Collin County, Texas, and being part of a tract conveyed to Margaret E. Harrington by deed recorded in Volume 249, Page 549, in the Deed Records of Collin County, Texas, subject tract being more particularly described as follows:

COMMENCING at a 1-inch iron rod found at the south end of a corner clip at the intersection of the west line of Preston Road (State Highway No. 289 – variable width right-of-way), and the northeast line of Lorimar Drive (variable width right-of-way), said Lorimar Drive dedicated according to plat recorded in Cabinet H, Drawer 369, of the Plat Records of Collin County, Texas;

THENCE North  $46^{\circ} 26' 17''$  East, with said corner clip, a distance of 35.36 feet to a 1-inch iron rod found for corner;

THENCE North  $01^{\circ} 26' 17''$  East, with the said west line of Preston Road, a distance of 65.00 feet to an "x" cut in concrete found for corner;

THENCE North  $88^{\circ} 33' 43''$  West, continuing with said west line of Preston Road, a distance of 15.00 feet to a 1-inch iron rod found for corner;

THENCE North  $01^{\circ} 26' 17''$  East, continuing with said west line of Preston Road, a distance of 286.01 feet to the beginning of a curve to the left;

THENCE continuing along said right-of-way line of Preston Road and along said curve to the left having a central angle of  $06^{\circ} 31' 48''$ , a radius of 5,644.58 feet, and a chord which bears North  $01^{\circ} 49' 37''$  West, for an arc distance of 643.32 feet to a point set for corner;

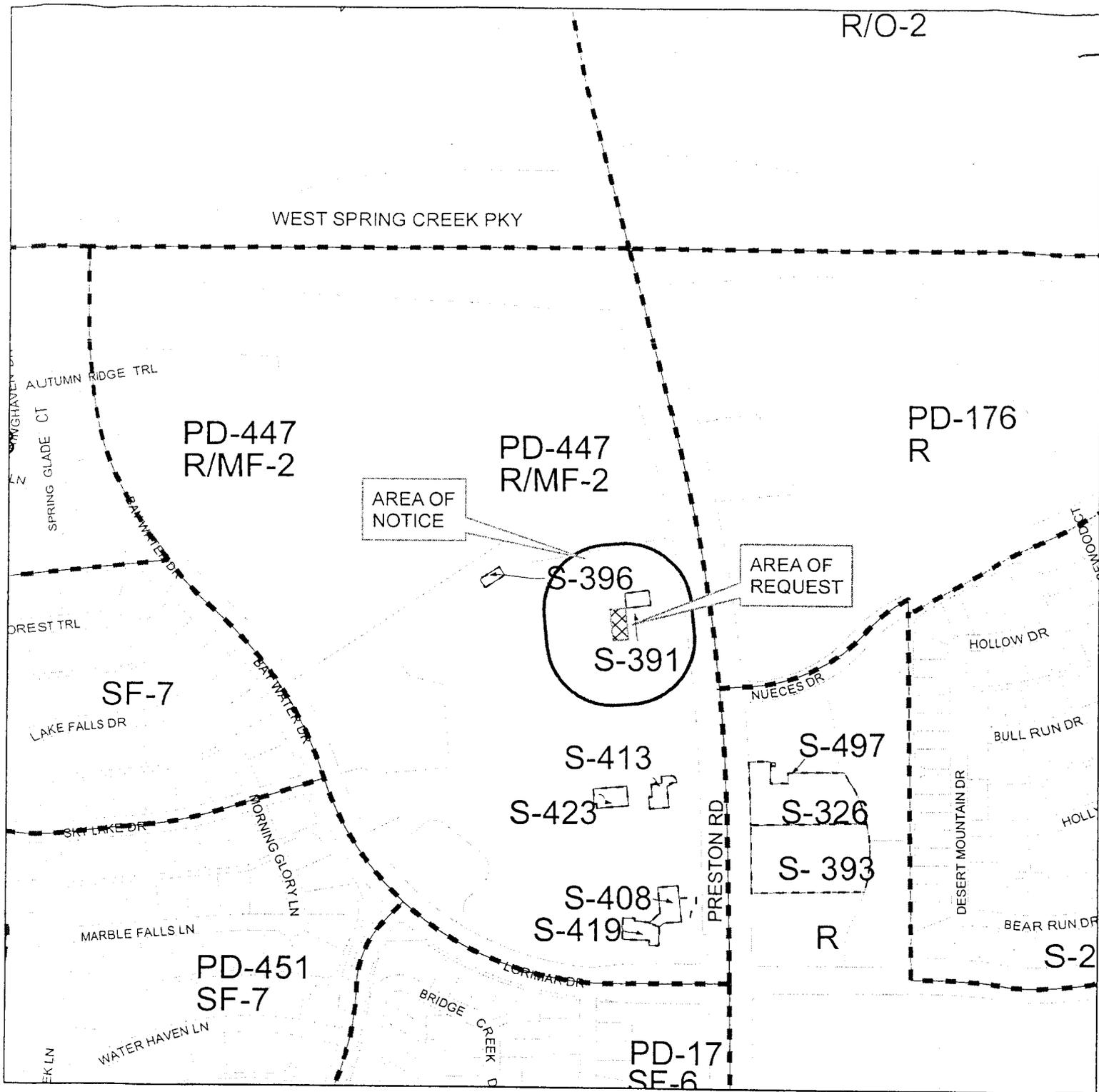
THENCE South  $84^{\circ} 21' 29''$  West, leaving the west line of Preston Road, a distance of 179.77 feet to the POINT OF BEGINNING of herein described tract;

THENCE South  $86^{\circ} 42' 01''$  West, a distance of 47.00 feet to a point for corner;

THENCE North  $03^{\circ} 17' 59''$  West, a distance of 96.38 feet to a point for corner;

THENCE North  $86^{\circ} 42' 01''$  East, a distance of 47.00 feet to a point for corner;

THENCE South  $03^{\circ} 17' 59''$  East, a distance of 96.38 feet back to the POINT OF BEGINNING of herein described tract, containing 0.104 acres or 4,530 square feet of land (more or less).



Zoning Case #: 2004-50

Existing Zoning: PLANNED DEVELOPMENT-447-  
RETAIL/MULTIFAMILY RESIDENCE-2



○ 200 Notification's Buffer



**DATE:** December 21, 2004  
**TO:** Honorable Mayor & City Council  
**FROM:** Laura Williamson, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 20, 2004

**PUBLIC HEARING**  
**ZONING CASE 2004-51**  
**APPLICANT: COIT 190 TEXAS, LP**

**DESCRIPTION:**

Request to amend Specific Use Permits #545 for Regional Theater and #546 for Arcade in order to adjust the boundaries on 13.8± acres located on the east side of Coit Road, 662± feet north of Mapleshade Lane. Zoned Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade (CC w/ SUP #545 & #546). Neighborhood #72.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **FAVOR:** 3 **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:** January 10, 2005 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

CDD/mac

xc: Paul Gardner, General Partner, Coit 190 Texas Partnership  
Charles McKinney, Jones & Boyd, Inc.  
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 20, 2004

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2004-51

**Applicant:** Coit 190 Texas, LP

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**DESCRIPTION:**

Request to amend Specific Use Permits #545 for Regional Theater and #546 for Arcade in order to adjust the boundaries on 13.8± acres located on the east side of Coit Road, 662± feet north of Mapleshade Lane. Zoned Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade (CC w/ SUP #545 & #546). Neighborhood #72.

**REMARKS:**

SUP #545 for Regional Theater and SUP #546 for Arcade were granted as part of Zoning Case 2004-30 in August of 2004. Both permits exist on the same lot on 14.4± acres. The arcade permit (#546) has two stipulations:

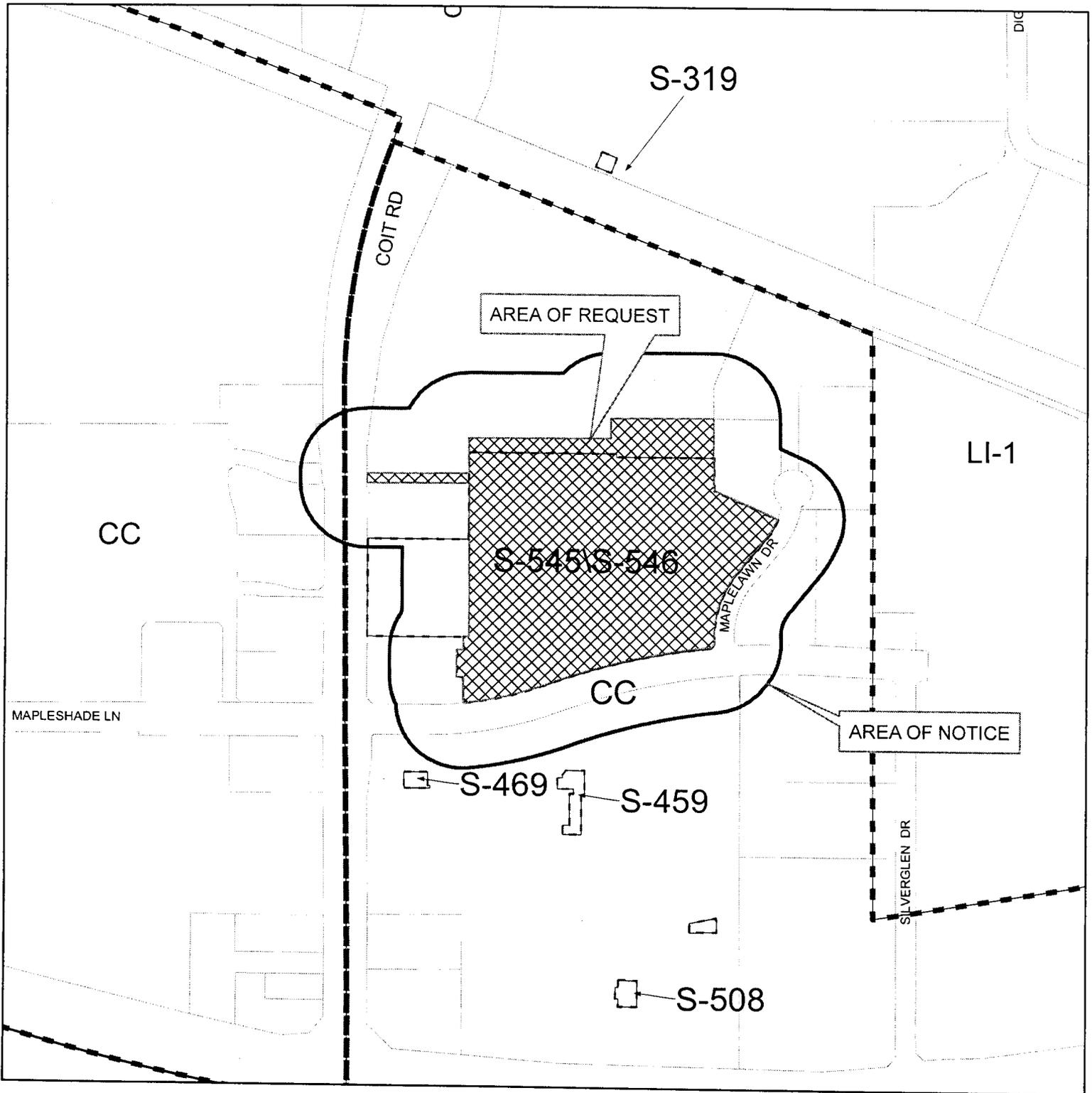
1. The arcade is permitted only in conjunction with an operational regional theater.
2. The arcade is limited to a maximum number of 25 machines.

The applicant is requesting to modify the boundary of SUP #545 and #546 to accommodate a change in design of the retail center including the proposed theater. The applicant wishes to change the lot boundaries of the theater property, and, therefore, must revise the SUP boundaries to match. The requested SUP would be on one lot on 13.8± acres as shown on the zoning exhibit and associated revised concept plan and revised conveyance plat. The request does not change the stipulations as they exist on SUP #546 for Arcade.

**RECOMMENDATIONS:**

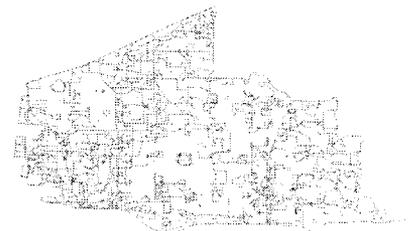
Recommended for approval as submitted.

2-2



Zoning Case #: 2004-51

Existing Zoning: CORRIDOR COMMERCIAL  
w/SPECIFIC USE PERMIT #545 & #546



2-3  
○ 200' Notification Buffer



**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2004-51)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, AMENDING SPECIFIC USE PERMIT NO. 545 FOR REGIONAL THEATER AND SPECIFIC USE PERMIT NO. 546 FOR ARCADE SO AS TO ADJUST THE BOUNDARIES ON 13.8± ACRES OF LAND OUT OF THE MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553, LOCATED ON THE EAST SIDE OF COIT ROAD, 662± FEET NORTH OF MAPLESHADE LANE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CORRIDOR COMMERCIAL WITH SPECIFIC USE PERMITS NO. 545 FOR REGIONAL THEATER AND NO. 546 FOR ARCADE; 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 10th day of January, 2005, for the purpose of considering amending Specific Use Permit No. 545 for Regional Theater and Specific Use Permit No. 546 for Arcade so as to adjust the boundaries on 13.8± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road, 662± feet north of Maplesshade Lane in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permits No. 545 for Regional Theater and No. 546 for Arcade; 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 10th day of January, 2005; and

**WHEREAS**, the City Council is of the opinion and finds that the amending of Specific Use Permit No. 545 for Regional Theater and Specific Use Permit No. 546 for Arcade so as to adjust the boundaries on 13.8± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road, 662± feet north of Mapleshade Lane 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. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to amend Specific Use Permit No. 545 for Regional Theater and Specific Use Permit No. 546 for Arcade so as to adjust the boundaries on 13.8± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road, 662± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permits No. 545 for Regional Theater and No. 546 for Arcade, 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.

**Section VII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 10TH DAY OF JANUARY, 2005.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land out of the Martha McBride Survey, Abstract No. 553, located in the City of Plano, Collin County, Texas, being part of Lot 1R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the revised conveyance plat thereof recorded in Cabinet P, Page 938, Map Records, Collin County, Texas, being more particularly described as follows:

COMMENCING at a one-half inch iron rod found in the west line of said Lot 1R, said point being the northwest end of a corner clip at the intersection of the east line of Coit Road (130 foot right-of-way) and the north line of Mapleshade Lane (92 foot right-of-way);

THENCE North  $00^{\circ} 11' 15''$  West, 662.09 feet along the east right-of-way line of Coit Road to a one-half inch iron rod found for the POINT OF BEGINNING of this tract;

THENCE North  $00^{\circ} 11' 15''$  West, 70.00 feet continuing along the east right-of-way line of Coit Road to a one-half inch iron rod set for corner;

THENCE East, 790.76 feet to a one-half inch iron rod set for corner;

THENCE North 234.62 feet to a one-half inch iron rod set for corner;

THENCE East, 254.52 feet to a one-half inch iron rod set for corner;

THENCE South, 321.81 feet to a one-half inch iron rod found for corner;

THENCE South  $65^{\circ} 33' 39''$  East, 210.70 feet to a one-half inch iron rod found for corner, said point being in the west right-of-way of Maplelawn Drive;

THENCE along the west right-of-way of said Maplelawn Drive as follows:

Southwesterly, 68.69 feet along a curve to the right having a radius of 230.00 feet, a central angle of  $17^{\circ} 06' 45''$ , a tangent of 34.60 feet, and chord bearing and distance of South  $30^{\circ} 31' 55''$  West, 68.44 feet to a one-half inch iron rod found for corner;

South  $39^{\circ} 05' 18''$  West, 134.95 feet to a one-half inch iron rod found for corner;

Southwesterly, 237.16 feet along a curve to the left, having a radius of 310.00 feet, a central angel of  $43^{\circ} 50' 00''$ , a tangent of 124.72 feet, and chord bearing and distance of South  $17^{\circ} 10' 18''$  West, 231.42 feet to a one-half inch iron rod found for corner;

28

South 39° 05' 04" West, 14.33 feet to a one-half inch iron rod found for corner; being in the north right-of-way line of said Mapleshade Lane;

THENCE along the north line of said Mapleshade Lane as follows:

Southeasterly, 520.09 feet along a curve to the left, having a radius of 2,092.00 feet, a central angle of 14° 14' 39", a tangent of 261.39 feet, and chord bearing and distance of South 76° 46' 02" West, 518.75 feet to a one-half inch iron rod found for corner;

Southeasterly, 251.54 feet along a curve to the right having a radius of 1,000.00 feet, a central angle of 14° 24' 43", a tangent of 126.43 feet, and a chord bearing and distance of South 76° 51' 04" West, 250.87 feet to a one-half inch iron rod found for corner;

THENCE North 00° 11' 15" West, 80.93 feet to a one-half inch iron rod found for corner;

THENCE South 89° 48' 45" West, 20.00 feet to a one-half inch iron rod found for corner;

THENCE North 00° 11' 15" West, 83.00 feet to a one-half inch iron rod found for corner;

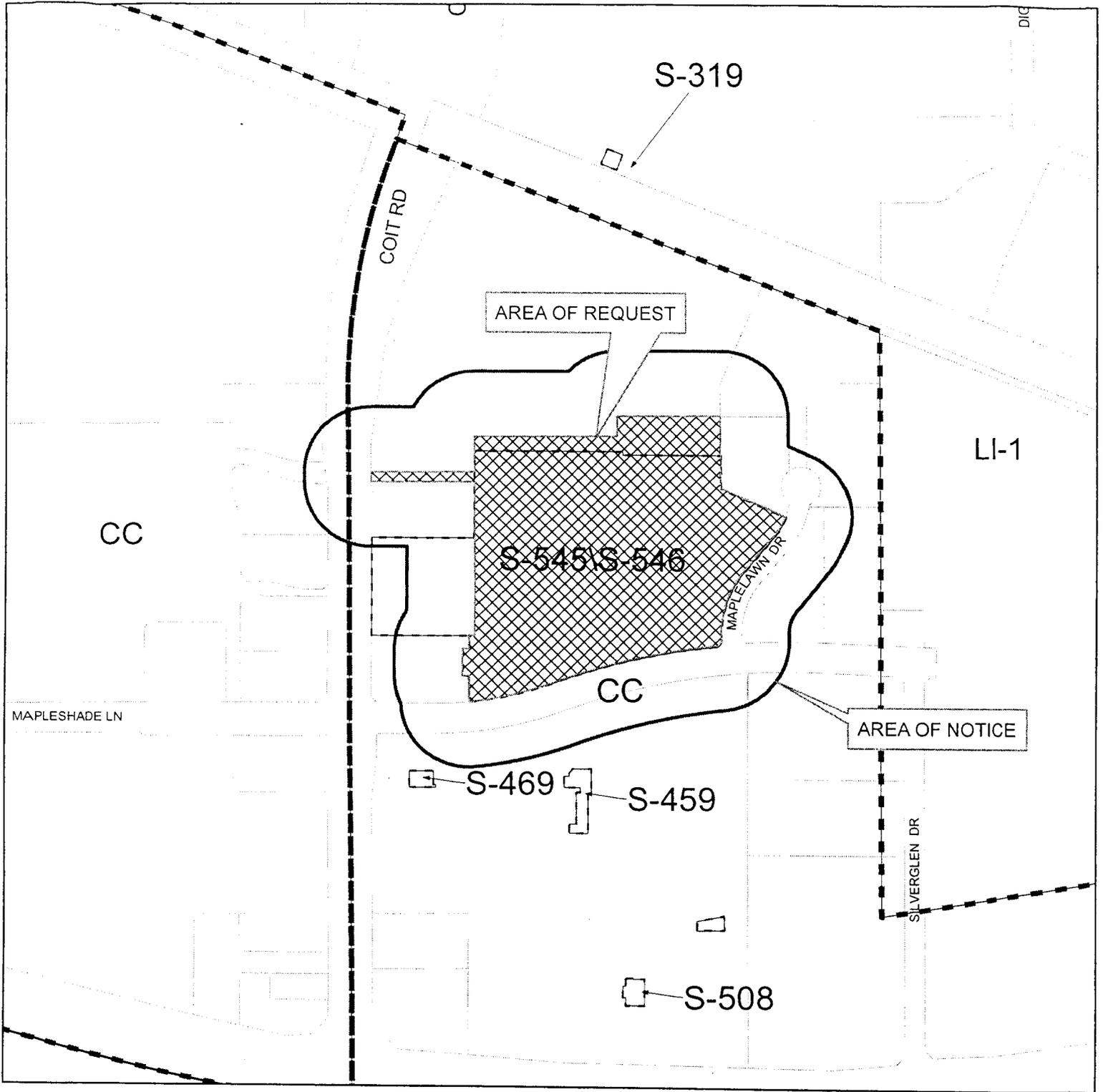
THENCE North 89° 48' 45" East, 20.00 feet to a one-half inch iron rod found for corner;

THENCE North 00° 11' 15" West 40.12 feet to a one-half inch iron rod found for corner;

THENCE North 89° 48' 45" East, 16.62 feet to a one-half inch iron rod found for corner;

THENCE North 472.00 feet a one-half inch iron rod set for corner;

THENCE West, 306.33 feet to the POINT OF BEGINNING and CONTAINING 601.945 square feet or 13.819 acres of land.



Zoning Case #: 2004-51

Existing Zoning: CORRIDOR COMMERCIAL  
w/SPECIFIC USE PERMIT #545 & #546



○ 200' Notification Buffer





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>1/10/05</b>	Reviewed by Legal <i>JK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>R. Wetherbee</i>	City Manager	<i>JK</i>	<i>1/5/05</i>
Agenda Coordinator (include phone #):		<b>Lynne Kemper - 7109</b>		
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				
<b>CAPTION</b>				
Council discussion and direction regarding Charter Amendments				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
Council discussion and direction regarding Charter Amendments				
List of Supporting Documents: Summary of Items for Consideration		Other Departments, Boards, Commissions or Agencies		

## ISSUES FOR CHARTER REVIEW

The following are issues to be considered for the Charter Review:

- Revising the statute of limitations for claims against the City (section 11.06);
- Publication of franchise caption in lieu of entire ordinance (sections 10.02 and 10-A.02);
- Revising language of City powers to remove "be sued" provision (section 2.01);
- Deleting requirement that officials and appointees be owners of taxable property (sections 3.02 and 4.07);
- Extending Council terms to three years
- Number of signature requirements for a petition for a recall, initiative, or referendum.