

# CITY COUNCIL

1520 AVENUE K



DATE: 1/14/2013  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Jessie Prince, Executive Pastor  
Grace Outreach Center  
PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PROCLAMATION: 2013 marks the Centennial Celebration of the Texas Section-The American Society of Civil Engineers.</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>December 18, 2012</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	Bid No. 2013-53-P for the Pavement Requirements Contract (a fixed price requirements contract) with two (2) City optional renewals, Project No. 6280 to Jerusalem Corporation, in the amount of \$1,481,900 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2013-40-B for the 2011-12 Residential Concrete Pavement Project Zone J3, Project No. 6229 to Jim Bowman Construction Company, LP, in the amount of \$1,772,788 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2013-51-B for the Spring Creek Parkway Corridor project to Tiseo Paving Company, in the amount of \$5,222,097 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2013-52-B for Clearview Park Renovation to Cole Construction, Inc. in the amount of \$851,814 and authorizing the City Manager to execute all necessary documents.	
	<p><b>Purchase from an Existing Contract</b></p>	
(f)	To approve the purchase of twenty-one (21) Holmatro Hydraulic Rescue Tool Systems from Metro Fire Apparatus Specialists, Inc., in the amount of \$326,590 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with TASB/BuyBoard, and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 363-10)	
(g)	To approve the purchase of three (3) Rosenbauer America Pumpers and one (1) Rosenbauer America Aerial from Daco Fire Equipment, in the amount of \$2,546,957 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-11)	
	<p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(h)	To approve a Professional Services Agreement by and between the City of Plano and Texas Municipal Engineering, Inc. in the amount of \$206,122 for the Water Main Rehabilitation Huntington Park – Timbercreek Estates project within the City of Plano and authorizing the City Manager to execute all necessary documents.	
(i)	To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and JEN TEXAS 1, LLC in the amount of \$248,644 for increasing the size of an existing sanitary sewer line within the Villas of Pecan Creek development and for offsite sanitary sewer improvements across Parker Road and Jupiter Road adjacent to the development; and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p><b>Approval of Change Order</b></p> <p>To J.R. Stelzer Company, increasing the contract by \$96,000 for Wentworth and Tennyson Elevated Tanks, Change Order No. 1. Original Bid No. 2012-328-B.</p>	
(k)	<p><b><u>Adoption of Resolutions</u></b></p> <p>To approve the terms and conditions of an Interlocal Cooperation Contract by and between Texas Parks and Wildlife Department and the City of Plano (Plano Fire-Rescue); authorizing its execution by the City Manager and providing an effective date.</p>	
(l)	<p>To approve the settlement of a claim by Bester Munyaradzi and authorizing the City Manager to execute any and all documents necessary to settle such claim; and providing an effective date.</p>	
(m)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 23.7± acres of land located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres of land located at the southeast corner of Plano Parkway and North Star Road, in the City of Plano, Collin County, Texas, from Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Plano Distribution Center, LTD., Prologis Logistics Services Inc., and Union Pacific Railroad Company. (Zoning Case 2012-31)</p>	
(n)	<p>To amend Ordinance No. 2012-10-15 codified as Section 21-147, Water Charges, of Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to include charges for water meters up to ¾ inch in size and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p> <p>(1) Public Hearing to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.</p> <p>(2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-30, amending 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), and Subsection 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding farmers' markets; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	<p>Public Hearing and consideration of Ordinances requested in Zoning Cases 2012-32 through 2012-34, and 2012-36 through 2012-40 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.</p> <p>(a) Zoning Case 2012-32 - To rescind Specific Use Permit #6 for Private Club on 0.1± acre located 190± feet west of U.S. Highway 75, on the north side of Lexington Drive. Zoned Corridor Commercial with Specific Use Permit #6 for Private Club.</p> <p>(b) Zoning Case 2012-33 - To rescind Specific Use Permit #13 for Private Club on 7.0± acres located southeast of the intersection of Country Club Drive and Aliso Road. Zoned Single-Family Residence-7 with Specific Use Permit # 13 for Private Club.</p> <p>(c) Zoning Case 2012-34 - To rescind Specific Use Permit #21 for Private Club on 1.0± acre located 350± feet east of Preston Road and on the south side of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay district with Specific Use Permit #21 for Private Club.</p> <p>(d) Zoning Case 2012-36 - To rescind Specific Use Permit #269 for Private Club on 2.0± acres located at the northeast corner of Preston Road and Old Shepard Place. Zoned Planned Development-186-Retail/General Office/Preston Road Overlay District with Specific Use Permit #268 for Restaurant and Specific Use Permit #269 for Private Club.</p> <p>(e) Zoning Case 2012-37 - To rescind Specific Use Permit #295 for Private Club on 206.9± acres located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road. Zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2, and Planned Development-484-Multifamily Residence-2/State Highway 121 Overlay District with Specific Use Permit #294 for Golf Course and Specific Use Permit #295 for Private Club.</p> <p>(f) Zoning Case 2012-38 - To rescind Specific Use Permit #374 for Private Club on 0.1± acre located 80± feet west of K Avenue, 50± feet north of 22nd Street. Zoned Light Commercial with Specific Use Permit #374 for Private Club.</p> <p>(g) Zoning Case 2012-39 - To rescind Specific Use Permit #415 for Private Club on 0.1± acre located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #415 for Private Club.</p> <p>(h) Zoning Case 2012-40 - To rescind Specific Use Permit #459 for Private Club on 0.3± acre located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District with Specific Use Permit #459 for Private Club.</p> <p>All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>map of the City; and providing a penalty clause, a repealer clause, a savings, clause, a severability clause, and an effective date. Applicant: City of Plano</p> <p>Discussion and Direction on Downtown Vision Plan Strategy and Update and recommended actions contained within the Plan.</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/Building Inspections Training Room are 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>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: 2013 marks the Centennial Celebration of the Texas Section-The American Society of Civil Engineers.				
<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>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
DECEMBER 18, 2012**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 6:00 p.m., Monday, December 18, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer 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 and to receive information regarding Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:26 p.m.

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

No items were brought forward.

**US-75 Integrated Corridor Management Project**

DART Assistant Vice President, Koorosh Olyai spoke to the integrated management of freeway, arterial, transit and parking systems within a corridor and consideration of US-75 based on congestion, population, and employers in the area. He spoke to transportation assets in the corridor and the vision of operating it in a true multimodal, integrated, efficient, and safe fashion where the focus is on the transportation customer.

Mr. Olyai advised regarding the benefits and costs, applications to include responsive traffic signals, monitoring systems, and weather/parking/HOV/freeway management. He spoke to website information, funding received from the US Department of Transportation and improvements in place by April 2013. Mayor Dyer spoke in support of the program and thanked Mr. Olyai for his presentation.

### **Discussion and Direction re 2013 Bond Referendum Parks and Recreation Projects**

Director of Parks and Recreation Fortenberry spoke regarding proposed projects totaling \$52 million: Jack Carpenter Pool renovation (\$7.5 million), High Point Tennis Center renovation (\$2.5 million), Liberty Recreation Center renovation (\$2.5 million), recreation trails (\$10 million), Oak Point Park & Nature Preserve (\$6 million), park improvements (\$7 million), Carpenter Park renovation (\$6 million), Moore Park development (\$6 million), land acquisition (\$2 million) and maintenance facilities(\$2.5 million). She advised regarding additional items to be brought forward in the future and responded to Council Member Gallagher regarding a dog park on the west side of the City. Ms. Fortenberry spoke to remaining 2005 projects including Legacy Trail, maintenance facilities, skate park, and the outdoor center at Oak Point Park, advising that its design is 95% complete and she spoke to finishing remaster planning of the park before moving forward. Mayor Pro Tem Smith spoke to the demand for fitness equipment at Liberty Recreation Center. Ms. Fortenberry advised regarding remaining 2009 projects including trail connections, athletic field renovation/improvements, Douglass Community Center, maintenance facility expansion, land acquisition, Oak Point Park development and recreation center expansion, White Rock Creek Community Park site, Carpenter Park Recreation Center pool and Senior Center expansion. She advised regarding completed projects and the recommendation to focus on the 2005 projects and reduce the proposed list by postponing Liberty Recreation Center renovation, maintenance facilities and land acquisition for a new total of \$45 million.

Ms. Fortenberry spoke regarding the budget impact of \$3.08 million in added operation and maintenance costs (\$23.34/per year for the average home). Mayor Dyer, Mayor Pro Tem Smith and Council Member Miner spoke in support of postponing Moore Park development and moving forward with Liberty Recreation Center renovation. Deputy Mayor Pro Tem Harris stated concern regarding outstanding debt from prior years and Ms. Fortenberry spoke to focusing on projects with no operation and maintenance impact, having funds available for land acquisition and ensuring assets are maintained. Director of Budget and Research Rhodes-Whitley advised regarding potential impacts on the debt rate.

Council items for discussion/action on future agendas and consideration of the Consent and Regular agendas were considered during the regular meeting. Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:10 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**December 18, 2012**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Tuesday, December 18, 2012, at 7:10 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Scott Robinson, Young Men's Leader for The Church of Jesus Christ of Latter-Day Saints, Plano 6<sup>th</sup> Ward led the invocation and Cub Scout Packs 1066, 1088 and 1133 of The Church of Jesus Christ of Latter-Day Saints led the Pledge of Allegiance.

Mayor Dyer recognized recent graduates of the Management Preparation Program. Mayor Dyer administered an oath of office to incoming member of the Tax Increment Financing Reinvestment Zone No. 2 Board Shirley Ann Ogden.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

The following two items were carried over from the Preliminary Open Meeting.

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

No items were discussed.

**Consent and Regular Agendas**

Deputy Mayor Pro Tem Harris and Council Member Davidson advised that they would step down on Regular Agenda Items "2," consideration of an ordinance to designate a certain area within the City of Plano as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride Survey; and "3," consideration of a resolution to approve the terms and conditions of an agreement by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, providing for real property tax abatement due to possible conflicts of interest.

## **CONSENT AGENDA**

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Duggan, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

### **Approval of Minutes** (Consent Agenda Item “A”)

December 10, 2012 - Special Called Session

December 10, 2012 - Regular Session

### **Approval of Expenditures**

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

**Bid No. 2013-29-B** for Fleet Maintenance Building Lighting Upgrades - Project No. 6238 for the Facilities Department to Groves Electrical Service, Inc. in the amount of \$67,122 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2013-27-B** for the Bridge Repairs project to L.C. Jordan & Son, in the amount of \$951,398 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2013-26-B** for Oak Point Park & Nature Preserve, North Trail Extension to Parkscape Construction, Inc., in the amount of \$1,146,448 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**RFP No. 2012-264-C** for a one (1) year contract with three (3) City optional renewals for Utility Bill Printing, Mailing & Offset Printing Services to CSG Systems, Incorporated in the estimated amount of \$158,761 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Rejection of Bid No. 2013-16-B** for Arbor Hills Nature Preserve – Parking Addition, No. 6144 from all Bidders. (Consent Agenda Item “F”)

#### **Purchase from an Existing Contract**

To approve the purchase of one (1) Caterpillar 906H2 Compact Wheel Loader for Fleet Services, to be utilized by Compost Operations in the amount of \$73,732 from Holt Cat, through an existing contract/agreement with National Intergovernmental Purchasing Alliance (National IPA), and authorizing the City Manager to execute all necessary documents.(National IPA Contract #120377) (Consent Agenda Item “G”)

To approve the purchase of additional storage hardware and support services for the Storage Area Network (SAN), in the amount of \$54,127 from Lumenate Technologies, LP, an authorized reseller of NetApp, Inc. hardware, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1458) (Consent Agenda Item “H”)

To approve the purchase of a new licensing model and annual maintenance and support for one (1) year with three (3) City optional one year renewals, for Laserfiche software, in the amount of \$76,396 from VP Imaging, Inc., dba DocuNav Solutions, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1453) (Consent Agenda Item “I”)

### **Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$77,567 for the 2011- 12 Arterial Pavement Rehab K Avenue – SH 190 to Chaparral Road, Project No. 6183, Change Order No. 3, Bid No. 2012-93-B, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

### **Adoption of Resolutions**

**Resolution No. 2012-12-8(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between Intelmedia Communication, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2012-12-9(R):** To approve the terms and conditions of a Development Agreement between the City of Plano and Plano Spring Creek Partners, LP for the purchase of excess right-of-way at the southeast corner of Custer Road and Spring Creek Parkway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2012-12-10(R):** To approve the terms and conditions of a Second Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

**Resolution No. 2012-12-11(R):** To approve the hiring of Mario R. Gutierrez as Assistant City Attorney II by the City Attorney; and providing an effective date. (Consent Agenda Item “N”)

### **Adoption of Ordinances**

**Ordinance No. 2012-12-12:** To amend Section 6-45 Penalty and Section 6-50 Deletions, additions, and amendments to Chapter 1 of the International Property Maintenance Code of Article III. Property Maintenance Code, of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “O”)

**Ordinance No. 2012-12-13:** To amend Sections 2-136 through 2-155 of Article VI. Emergency Management of Chapter 2 Administration of the City of Plano Code of Ordinances to revise the Comprehensive Emergency Management Plan; and providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “P”)

**END OF CONSENT**

**Public Hearing** to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum. (Regular Agenda Item “1”)

Mayor Dyer opened the Public Hearing. Citizen Robert Miller spoke in support of renovations for Liberty Recreation Center. No one else provided comment. The Public Hearing was closed.

Due to possible conflicts of interest, Deputy Mayor Pro Tem Harris and Council Member Davidson stepped down on the following two items.

**Public Hearing and adoption of Ordinance No. 2012-12-14** to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride Survey, Abstract No. 553, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item “2”)

Economic Development Director Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement being based on an estimated \$3.3 million in real property improvements for a period of ten years from January 1, 2015, with abatement at the rate of 50%.

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

Upon a motion made by Council Member Miner and seconded by Council Member Duggan, the Council voted 6-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride Survey, Abstract No. 553, Collin County and further to adopt Ordinance No. 2012-12-14.

**Resolution No. 2012-12-15(R):** To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership, providing for real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “3”)

Upon a motion made by Council Member Duggan and seconded by Council Member Miner, the Council voted 6-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, and further to adopt Resolution No. 2012-12-15(R).

Deputy Mayor Pro Tem Harris and Council Member Davidson resumed their seats at the bench.

**Public Hearing and consideration of an appeal of the Planning & Zoning Commission's denial of Zoning Case 2012-31** - Request to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company (Regular Agenda Item "4")

Director of Planning Jarrell spoke to the Planning and Zoning Commission's consideration of the request and concerns that the proposed use does not conform to the Future Land Use Plan and response times for emergency vehicles may exceed those recommended. She spoke to the school district's view that there may not be capacity available at a nearby elementary school, and consideration of the lack of a neighborhood park, preservation of Research/Technology (R/T) properties for development, and Council's affirmation of Bradshaw Drive as the western-most boundary of the R/T District. She further advised that based on the Commission's denial, a three-quarter vote of approval would be needed.

Mayor Dyer opened the Public Hearing. Matthew Alexander of Dowdey, Anderson and Associates, representing the applicants, provided information regarding the planned layout, preservation of existing trees, siding of homes along major thoroughfares, amenity centers, nearby hike and bike trail, and screening walls. He advised that screening wall maintenance would be the responsibility of the homeowners' association. Mr. Alexander spoke to the site's location being closer to emergency responders than an existing residential development. Developer Doug Hewey spoke to the progression of residential development in the area following construction of Otto Middle School and the school district's management of capacity. He responded to the Council regarding the average price of homes to be developed. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Jarrell responded to Deputy Mayor Pro Tem Harris regarding factors to consider when determining emergency response rates. Council Member Dunlap spoke to the level terrain of this area as compared to others recently rezoned and Council Member Miner spoke to developing residential uses adjacent to the school site rather than commercial. Council Member Duggan spoke to Los Rios Boulevard as a natural boundary for the R/T District. Council Member Davidson spoke to the impact on area schools and previous affirmation of Bradshaw Drive as the boundary and Mayor Pro Tem Smith spoke to providing quality housing in east Plano. Deputy Mayor Pro Tem Harris spoke regarding the westward movement of the residential boundary adjacent to the R/T District.

A motion was made by Council Member Miner and seconded by Council Member Duggan to approve an appeal of the Planning and Zoning Commission's denial of Zoning Case 2012-31 to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. The Council voted 7-1 with Council Member Dunlap voting in opposition. The motion carried.

**Consideration of an appeal** of the Planning & Zoning Commission's denial of the Concept Plan for Hudson Heights Phases I & II - 90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company (Regular Agenda Item “5”)

Director of Planning Jarrell advised that approval should be conditioned subject to the applicant obtaining right-of-way from the adjacent property owner for the extension of Bradshaw Drive and that a mandatory homeowners association would be responsible for screening wall maintenance.

Upon a motion made by Council Member Duggan and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve an appeal of the Planning & Zoning Commission's denial of the Concept Plan for Hudson Heights Phases I & II - 90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road.

**Receipt of Public Comments and adoption of Ordinance No. 2012-12-16** to repeal Ordinance No. 2012-11-23 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date. (Regular Agenda Item “6”)

Director of Health Collins spoke to meetings held with stakeholders and accommodations addressing farmers’ markets. City Attorney Wetherbee spoke to an additional revision of the penalty provision addressing vendor responsibility. No one appeared to speak for or against the item.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Duggan, the Council voted 8-0 to repeal Ordinance No. 2012-11-23 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; and further to adopt Ordinance No. 2012-12-16 with revisions.

**Ordinance No. 2012-12-17** to amend Ordinance No. 2012-11-24, entitled “Health Categories and Fees,” to amend Section I “Definitions”; providing a repealer clause, a severability clause, and an effective date. (Regular Agenda Item “7”)

Director of Health Collins spoke to providing additional language to the fees ordinance addressing farmers’ markets.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Duggan, the Council voted 8-0 to amend Ordinance No. 2012-11-24, entitled “Health Categories and Fees,” to amend Section I “Definitions”; and further to adopt Ordinance No. 2012-12-17.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 8:13 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/2013		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (972.769.4109)		
<b>CAPTION</b>				
<i><b>Bid No. 2013-53-P, for the Pavement Requirements Contract (a fixed price requirements contract) with two (2) City optional renewals, Project No. 6280 to Jerusalem Corporation, in the amount of \$1,481,900, and authorizing the City Manager or his authorized designee to execute all necessary documents.</b></i>				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		353,185	3,787,553	1,000,000
Encumbered/Expended Amount		-353,185	-525,851	0
This Item		0	-1,481,900	0
BALANCE		0	1,779,802	1,000,000
<b>FUND(s): CAPITAL RESERVE</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$1,481,900, will leave a current year balance of \$1,779,802 for the Pavement Management project.</p> <p>STRATEGIC PLAN GOAL: Pavement management relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the Pavement Requirements Contract to Jerusalem Corporation, in the amount of \$1,481,900.00, for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents. This will establish a fixed price requirements contract with two (2) City optional renewals.</p> <p>This project involves the repair of 18,000 SY of concrete street paving, 500 SY of parking lot pavement and 40,000 SF of concrete sidewalk at various locations within the City of Plano.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Company, LP in the amount of \$1,566,730.00.</p> <p>Engineer's estimate for this project is \$1,902,000.00.</p>				
List of Supporting Documents: Bid Recap			Other Departments, Boards, Commissions or Agencies	

# CITY OF PLANO

**Bid No. 2013-53-P**

**Pavement Maintenance Requirements Contract Project No. 6280**

## **Bid Recap**

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**Bid opening Date/Time:** December 14, 2012 @ 1:30 p.m.

**Number of Vendors Notified:** 1758

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specification:** 0

**Number of Bids Submitted Responsive to Bid:** 3

<b>Vendor Name</b>	<b>Total Bid</b>	<b>Alternate Bid</b>
Jerusalem Corporation	\$1,481,900.00	\$1,481,900.00
Jim Bowman Construction Company, LP	\$1,566,730.00	\$1,566,730.00
Ci Construction	\$2,539,510.53	\$2,539,510.53

**Recommended Vendor(s):**

Jerusalem Corporation \$1,481,900.00

*Nancy Corwin*

December 14, 2012

\_\_\_\_\_  
Nancy Corwin, Sr. Buyer

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/14/2013		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (972-769-4109)		
<b>CAPTION</b>				
<i><b>Bid No. 2013-40-B for the 2011-12 Residential Concrete Pavement Project Zone J3, Project No. 6229 to Jim Bowman Construction Company, LP, in the amount of \$1,772,788, and authorizing the City Manager or his authorized designee to execute all necessary documents.</b></i>				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	2,944,427	10,270,951	3,350,000	<b>16,565,378</b>
Encumbered/Expended Amount	-2,944,427	-1,716,501	0	<b>-4,660,928</b>
This Item	0	-1,772,788	0	<b>-1,772,788</b>
BALANCE	0	6,781,662	3,350,000	<b>10,131,662</b>
<b>FUND(s):</b> STREET IMPROVEMENT CIP & CAPITAL RESERVE				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Capital Reserve Fund and Street Improvement CIP. This item, in the amount of \$1,772,788, will leave a current year balance of \$6,781,662 for the Residential Street/Alley/Street Repair and Barrier Free Ramp projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Concrete street paving, alley paving and sidewalk repairs relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the 2011-12 Residential Concrete Pavement Project Zone J3 to Bowman Construction Company, LP, in the amount of \$1,772,788.45 for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 25,011 SY of concrete street paving, 12,591 SY of concrete alley paving and 10,335 SF of concrete sidewalk in the area bounded by Park Boulevard, Custer Road, 15th Street and Independence Parkway.</p> <p>The secondary vendor being recommended is Jerusalem Corporation in the amount of \$1,845,293.80.</p> <p>Engineer's estimate for this project is \$2,128,790.00.</p>				
List of Supporting Documents: Bid Recap; Location Map			Other Departments, Boards, Commissions or Agencies	

# CITY OF PLANO

**Bid No. 2013-40-B**

**2011-12 RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE J3  
PROJECT# 6229**

## **Bid Recap**

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**Bid opening Date/Time:** November 26, 2012 @ 3:00PM

**Number of Vendors Notified:** 1468

**Vendors Submitting "No Bids":** 0

**Number of Bids Submitted:** 3

**Bids Evaluated Non-Responsive to Specification:** 0

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>	<b><u>Alternate Bid</u></b>
Jim Bowman Construction Company, LP	\$1,772,788.45	\$1,772,788.45
Jerusalem Corporation	\$1,845,293.80	\$1,845,293.80
Quality Excavation, Ltd.	\$2,092,165.50	\$2,092,165.50

**Recommended Vendor(s):**

Jim Bowman Construction Company, LP

\$1,772,788.45

*Nancy Corwin*

November 26, 2012

\_\_\_\_\_  
Nancy Corwin, Sr. Buyer

\_\_\_\_\_  
Date





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/14/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonke (7198)	
			Project No. 5992	
<b>CAPTION</b>				
Bid No. 2013-51-B for the Spring Creek Parkway Corridor project to Tiseo Paving Company, in the amount of \$5,222,097, and authorizing the City Manager to execute all necessary documents.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	85,403	5,521,098	0	<b>5,606,501</b>
Encumbered/Expended Amount	-85,403	-250,597	0	<b>-336,000</b>
This Item	0	-5,222,097	0	<b>-5,222,097</b>
BALANCE	0	48,404	0	<b>48,404</b>
<b>FUND(S):    STREET IMPROVEMENT AND WATER CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement and Water CIP. This item, in the amount of \$5,222,097, will leave a current year balance of \$48,404 for the Spring Creek Parkway Corridor and Water Line Improvement project.				
<b>STRATEGIC PLAN GOAL:</b> Street and water line improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the alternate bid for green cement of Tiseo Paving Company, in the amount of \$5,222,096.89, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.				
The second lowest bidder is Ed Bell Construction Company in the amount of \$5,585,548.31.				
The engineer's estimate was \$4,200,000.00.				
This project will provide a complete reconstruction of the intersections of Spring Creek Parkway at Independence Parkway and Spring Creek Parkway at Custer Road.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Summary			N/A	

Spring Creek Parkway Corridor  
Project No. 5992

Spring Creek Parkway at Custer Road

Spring Creek Parkway

Spring Creek Parkway at Independence Parkway

INDEPENDENCE PKWY

MAUMELLE DR

WARD DR

ROUN

OCK FRL

CROSS BEND RD

CUSTER RD

# CITY OF PLANO

## BID NO. 2013-51-B SPRING CREEK PARKWAY CORRIDOR – PROJECT NO. 5992 BID RECAP

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**Bid opening Date/Time:** December 14, 2012 @ 3:00 PM

**Number of Vendors Notified:** 5,450

**Vendors Submitting “No Bids”:** 0

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted:** 4

	<b><u>Total Base Bid</u></b>	<b><u>Total Alternate Bid</u></b>
<b>TISEO PAVING</b>	<b>\$5,222,096.89</b>	<b>\$5,222,096.89</b>
ED BELL CONSTRUCTION CO.	\$5,585,548.31	\$5,585,548.31
JIM BOWMAN CONSTRUCTION	\$5,719,998.90	\$5,719,998.90
MCAHON CONTRACTING	\$5,897,889.27	\$5,897,889.27

**Recommended Vendor:**

TISEO PAVING \$5,222,096.89

*Perry Neeley*

December 19, 2012

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Perry Neeley, Buyer

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

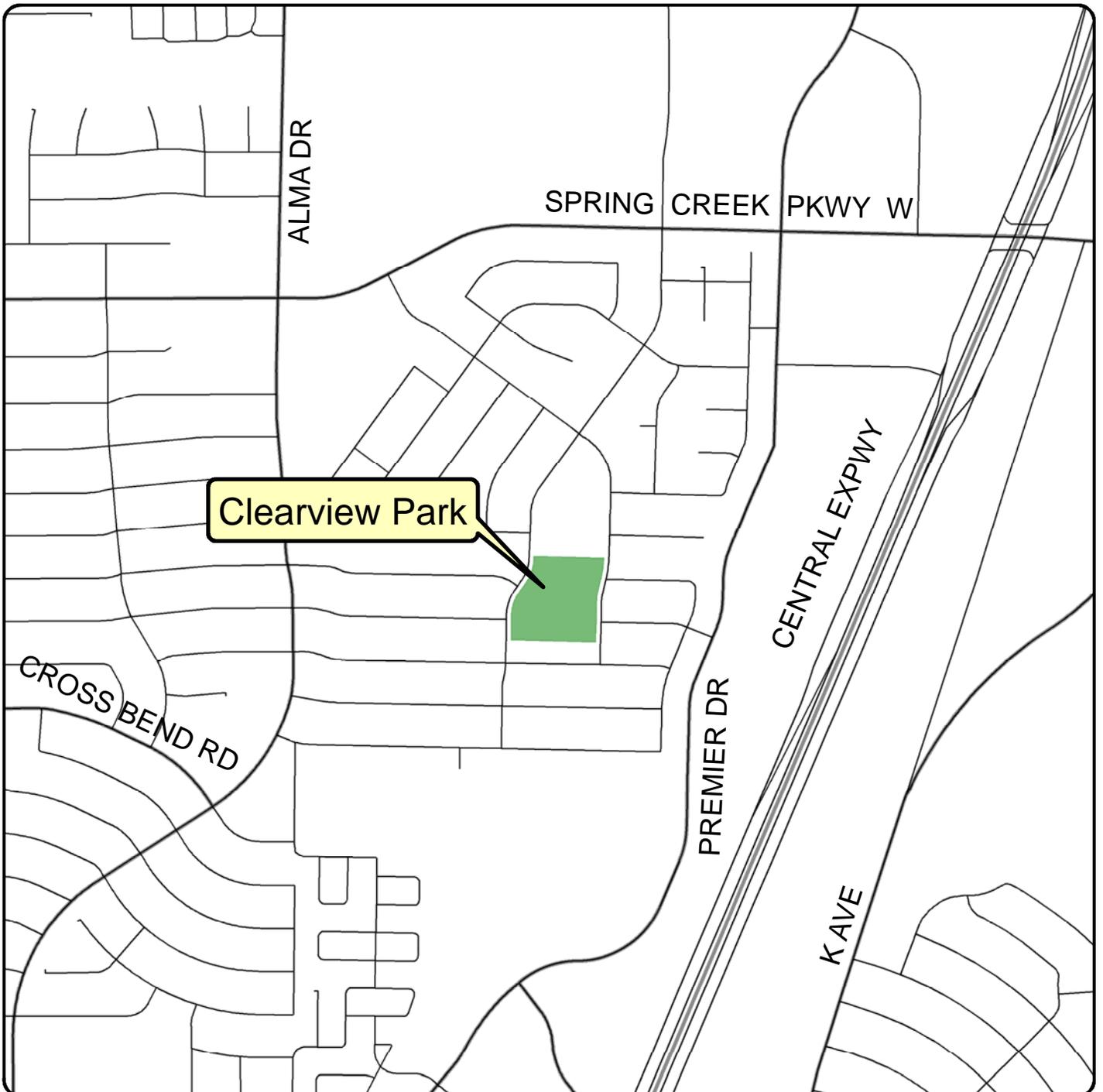
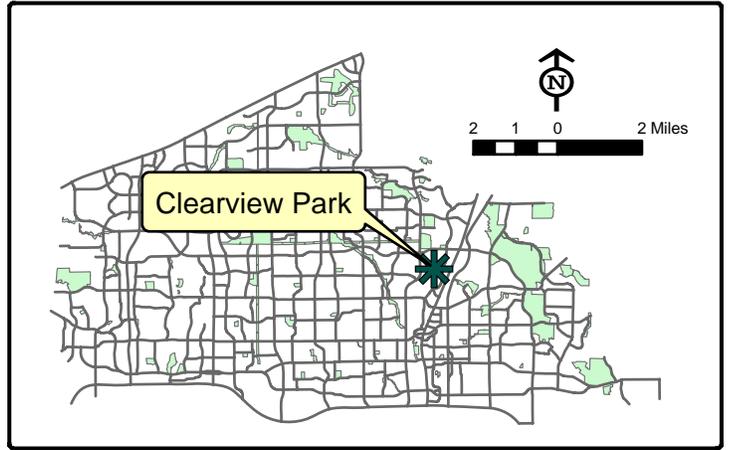
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Bid Number 2013-52-B for Clearview Park Renovation to Cole Construction, Inc. in the amount of \$851,814 and authorizing the City Manager or his designee to execute all necessary documents.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	-14,938	1,003,143	0	<b>988,205</b>
Encumbered/Expended Amount	14,938	-6,933	0	<b>8,005</b>
This Item	0	-851,814	0	<b>-851,814</b>
BALANCE	0	144,396	0	<b>144,396</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$851,814, will leave a current year balance of \$144,396 for the Neighborhood Park Improvement project.				
STRATEGIC PLAN GOAL: Renovations at Clearview Park relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends that the bid received from Cole Construction, Inc. in the amount of \$851,814 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid exceeds the consultant's estimate of \$824,225 but is within the available project funding. Staff and the consultant do not believe that rebidding the project would result in significantly lower bids.</p> <p>The bid includes new concrete trail, decorative paving at park entrances, drainage improvements, benches, bike racks, restriping of the multiuse court, construction of a new playground, new baseball backstops, tree planting, new irrigation system, lighting improvements and additional shaded seating areas. The existing shade shelter and multiuse court will remain. All of the park's existing improvements are at least 21 years old. Plans for the park were developed through several meetings with adjacent residents prior to the 2009 Bond Election.</p> <p>In the event Cole Construction Inc. fails to execute contract documents staff recommends that a contract be awarded to C Green Scaping, L.P. in the amount of \$ 941,390.</p>				



## CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies
Location Map		
Bid Recap		

# Clearview Park Location Map



**CITY OF PLANO**  
**2013-52-B**  
**Clearview Park Renovation Project No. 5778**

**BID RECAP**

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**Bid opening Date/Time:** December 14, 2012 @ 2:30 pm

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specifications:** 0

**Bid Withdrawn:**

Northstar Construction, Inc.

**Number of Bids Submitted Responsive to Bid:** 4

Cole Construction, Inc.	\$ 851,814.25
C Green Scaping, L.P.	\$ 941,389.88
SFFC, Inc.	\$1,003,548.20
Jeske Construction	\$1,274,884.70

**Recommended Vendor:**

Cole Construction, Inc.	\$ 851,814.25
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*Nicole Griffin*

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Nicole Griffin  
Buyer II

*December 20, 2012*

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
To approve the purchase of twenty-one (21) Holmatro Hydraulic Rescue Tool Systems from Metro Fire Apparatus Specialists, Inc., in the amount of \$326,590 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with TASB/BuyBoard, and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 363-10)				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	344,000	0	<b>344,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-326,590	0	<b>-326,590</b>
<b>BALANCE</b>	0	17,410	0	<b>17,410</b>
<b>FUND(s):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Adopted Budget to purchase Twenty-one (21) Holmatro Hydraulic Rescue Tool Systems for the replacement of unit #61116, #61117, #61118, #61119, #61120, #97040, #98179, #98181, and #98188 in Cost Center #552/Fire. One (1) new addition will be for Engine #13. Remaining balance will be used for other Equipment Replacement purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Holmatro Hydraulic Rescue Tool Systems for the City's Fire Department relates to the City's Goal of a Safe Large City and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of twenty-one (21) Holmatro Hydraulic Rescue Tool Systems from Metro Fire Apparatus Specialists, Inc., in the amount of \$326,590 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with TASB/BuyBoard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (TASB/BuyBoard Contract No. 363-10 / City of Plano Internal Contract No. 2013-87-O)				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



## **MEMORANDUM**

Date: December 14, 2012  
To: Bruce D. Glasscock, City Manager  
From: Reid Choate, Fleet Manager  
Subject: Hydraulic Rescue Tool Purchase Recommendation

It is the recommendation of Fleet Services to purchase twenty-one (21) Holmatro Rescue Tool systems from Metro Fire Apparatus Specialists, Inc. through the TASB/Buyboard contract #363-10 in the amount of \$326,590.45.

These systems are for the replacements of unit 61116, 61117, 61118, 61119, 61120, 97040, 98179, 98181 and 98188 in Cost Center 552/ Fire and one (1) new addition for Engine 13. These systems will be funded from the approved FY12-13 Equipment Replacement Fund.

Equipment replacement is analyzed based on age, usage, maintenance cost and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicles. If these vehicles are not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

Due to operational changes in the Fire Department, smaller combination type tools will be placed on all engines and full size tools will be placed on all aerials. By doing this the department will have rescue capabilities on all response apparatus.

Feel free to contact me if you have any questions at extension 4182.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
To approve the purchase of three (3) Rosenbauer America Pumpers and one (1) Rosenbauer America Aerial from Daco Fire Equipment, in the amount of \$2,546,957 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC contract No. FS12-11)				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	2,475,000	0	<b>2,475,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-2,546,957	0	<b>-2,546,957</b>
BALANCE	0	-71,957	0	<b>-71,957</b>
<b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Adopted Budget to purchase Three (3) Rosenbauer America, Fire Department Pumpers and One (1) Rosenbauer America, Fire Department Aerial for the replacement of unit #99401, #00400 and #00401 in Cost Center #552/Fire. Fire Department Aerial is for the replacement of unit #00402 in Cost Center #552/Fire. The additional funds of (\$71,957) needed for the purchase of the Fire Department Pumpers/Aerial will be funded from savings in the Equipment Replacement Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Pumpers/Aerial Vehicles for the City's Fire Department relates to the City's Goal of a Safe Large City and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of three (3) Rosenbauer America Pumpers and one (1) Rosenbauer America Aerial from Daco Fire Equipment, in the amount of \$2,546,957 for the Fleet Department, to be utilized by the Fire Department, through an existing contract/agreement with HGAC. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (HGAC contract No.FS12-11 / City of Plano Internal Contract No. 2013-86-O)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



## MEMORANDUM

Date: December 14, 2012  
To: Bruce D. Glasscock, City Manager  
From: Reid Choate, Fleet Manager  
Subject: Fire Apparatus Purchase Recommendation

It is the recommendation of Fleet Services to purchase three (3) Rosenbauer America, Fire Department Pumpers and one (1) Rosenbauer America, Fire Department Aerial from Daco Fire Equipment through the HGAC contract #FS12-11 in the amount of \$2,546,957.00.

Three (3) pumpers are for the replacements of unit 99401, 00400 and 00401 in Cost Center 552/ Fire. One (1) Aerial is for the replacement of unit 00402 in Cost Center 552/Fire. These items are scheduled replacements in the FY12-13 Equipment Replacement Fund.

Equipment replacement is analyzed based on age, mileage, maintenance cost and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicles. If these vehicles are not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

Feel free to contact me if you have any questions at extension 4182.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	01/14/13
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	Kathleen Schonne X 7198
Project No. 6254	

### CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Texas Municipal Engineering, Inc. in the amount of \$206,122, for the Water Main Rehabilitation Huntington Park – Timbercreek Estates project within the City of Plano and authorizing the City Manager to execute all necessary documents.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	210,000	0	<b>210,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-206,122	0	<b>-206,122</b>
<b>BALANCE</b>	0	<b>3,878</b>	<b>0</b>	<b>3,878</b>

**FUND(S):**    WATER CIP

**COMMENTS:** Funds are included in the FY 2012-13 Water CIP. This item in the amount of \$206,122, will leave a current year balance of \$3,878 for the Water Main Rehabilitation Huntington Park – Timbercreek Estates Water project.

**STRATEGIC PLAN GOAL:** Design services for water main replacement relates to the City's Goal of Financially Strong City with Service Excellence.

### SUMMARY OF ITEM

This agreement is for engineering design services required for the replacement of approximately 12,515 L.F. of 8" and 12" water mains at the following locations:

- Parkhaven Drive - Independence Parkway to Khyber Pass
- Pinehurst Drive - Independence Parkway to Haun Trail
- Winchester Drive - Independence Parkway to Huntington Drive
- Maple Leaf Drive - Park Boulevard to N. Cypress Circle
- Russwood Lane - Roundrock Trail to N. Cypress Circle
- Sandia Drive - Canoncita Lane to Harversham Drive
- Cherbourg Drive - Country Place Drive to Cul-De-Sac
- N. Colfax Circle - Roundrock Trail west to Alley
- S. Cypress Circle - Roundrock Trail 600' West
- Sailmaker Lane - Talisman Trail to Coach House Lane
- Eucalyptus Drive – Maple Leaf Drive to Cedar Elm Lane
- Red Oak Lane - Eucalyptus Drive to Cul-De-Sac



## CITY OF PLANO COUNCIL AGENDA ITEM

- Timbercreek Circle - Timbercreek Drive to Cul-De-Sac
- Timbercreek Drive - Timbercreek Circle to Cul-De-Sac

Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

### BASIC SERVICES

1. Research and Data Collection	\$1,200
2. Design Survey	\$66,330
3. Base Map	\$12,515
4. Preliminary Design	\$63,827
5. Final Design	\$42,550
6. Bid Phase	\$5,500
7. Construction Administration	\$3,500

**TOTAL BASIC SERVICES** **\$195,422**

### SPECIAL SERVICES

1. Deliverables	\$1,200
2. Direct Expenses	\$800
3. Construction Control Survey	\$7,500
4. Right-of-Way and Easement Survey	\$1,200

**SUBTOTAL SPECIAL SERVICES** **\$10,700**

**TOTAL SERVICES FEE** **\$206,122**

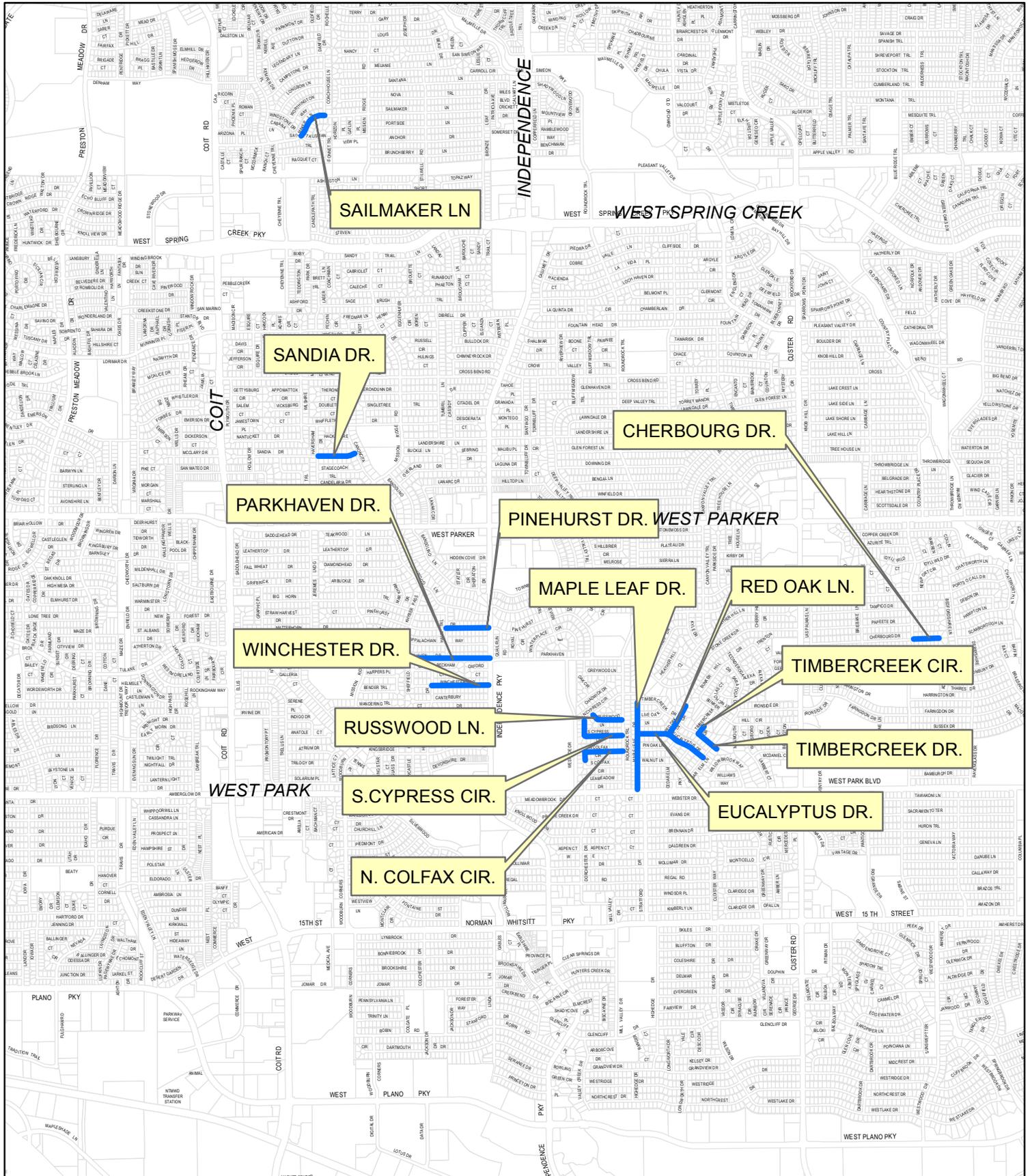
List of Supporting Documents:

Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

# WATER MAIN REHABILITATION HUNTINGTON PARK-TIMBERCREEK ESTATES PROJECT NO. 6254



**CITY OF PLANO  
PUBLIC WORKS DEPT.**

**WATER MAIN REHABILITATION HUNTINGTON PARK – TIMBERCREEK ESTATES**

**PROJECT NO. 6254**

**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 **TEXAS MUNICIPAL ENGINEERING, INC.**, a **TEXAS** Corporation, 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 **WATER MAIN REHABILITATION HUNTINGTON PARK – TIMBERCREEK ESTATES** 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.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED 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 THE 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  
Public Works Department  
Engineering Division, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Shahrzad Tavana, P.E.

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

Texas Municipal Engineering, Inc.  
2201 Main Street, Suite 475  
Dallas, TX 75201  
Attn: Saeed Rezai, P.E., Principal

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.

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.

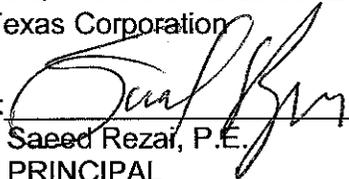
G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**TEXAS MUNICIPAL ENGINEERING, INC.**  
A Texas Corporation

DATE: 12/20/12

BY:   
Saeed Rezar, P.E.  
PRINCIPAL

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

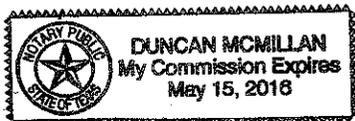
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2012, by **SAEED REZAI, PRINCIPAL** of **TEXAS MUNICIPAL ENGINEERING, INC.**, a **TEXAS** corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**WATER MAIN REHABILITATION**  
**HUNTINGTON PARK – TIMBERCREEK ESTATES**  
**PROJECT NO. 6254**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design and construction related professional engineering services for the replacement or installation of approximately 12,515 L.F. of 8" and 12" water lines as indicated below. The scope of these services includes the following:

The project includes the following locations:

	<b>Street</b>	<b>Limits</b>	<b>Footage</b>	<b>MAPSCO</b>
1	Parkhaven Drive	Independence Parkway to Khyber Pass	1,750	657Q
2	Pinehurst Drive	Independence Parkway to Haun Trail	840	657Q
3	Winchester Drive	Independence Parkway to Huntington Drive	1,250	657Q
4	Maple Leaf Drive	Park Blvd. to Cypress Circle N.	1,950	657P
5	Russwood Lane	Roundrock Trail to Cypress Circle N.	710	657R
6	Sandia Drive	Canoncita Lane to Harversham Drive	800	657F
7	Cherbourg Drive	Country Place Drive to Cul-de-sac	600	658P&Q
8	N. Colfax Circle	Roundrock Trail west to Alley	960	6
9	S. Cypress Circle	Roundrock Trail 600' West	600	657R
10	Sailmaker Lane	Talisman Trail to Coach House Lane	600	657R
11	Eucalyptus Drive	Maple Leaf Drive to Cedar Elm Lane	1,420	657R, 657N
12	Red Oak Lane	Eucalyptus Drive to Cul-de-sac	650	658N
13	Timbercreek Circle	Timbercreek Drive to Cul-de-sac	225	658N
14	Timbercreek Drive	Timbercreek Circle to Cul-de-sac	460	658N
		<b>TOTAL</b>	<b>12,515</b>	

**PROJECT SCOPE:**

Basic Services

- Research and Data Collection
- Design Survey
- Base Map Development
- Preliminary Design
- Final Design
- Bid Phase Services
- Construction Administration

## Special Services

- Deliverables
- Direct Expenses
- Construction Control Survey
- Right-of-Way and Easement Survey

## **BASIC SERVICES:**

### **A. Design Standards**

1. This project shall be designed in accordance with the following:

- Geodetic Monument Manual
- Manual of Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations
- Manual for Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to the NCTCOG Specifications

2. All plans submitted to the City shall be signed and sealed in accordance with State Law.

### **B. Research and Data Collection**

1. Meet with City of Plano Engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano Project Manager and conduct an on-site review and walk through.
3. Request and research for plans on existing power, telephone, gas, cable or other utilities in the project area to show on the plans.
4. The extent of replacement due to existing condition of pavement, curb, sidewalk and driveways will be determined and provided to the consultant by City Engineering Dept. staff (after obtaining input from the City Public Works Dept.); the first plan review and shown by the Consultant on plans and included in the project. The extent of replacement for these items due to project construction will be determined and recommended by the consultant. This will depend upon

where the water line replacement occurs. If water line work requires replacement of the adjacent curb, then lead walks and drives must be replaced. Drives replaced must have a minimum 4' section with a 2% cross slope matching existing adjacent walk.

### **C. Design Surveying**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monuments.
3. Tie the right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. ONCOR Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide spot elevation ties as necessary for existing and proposed curb profiles on the side where water line is to be replaced, and at other areas as specified by City of Plano Public Works Dept. Total length of these profiles is approximately 1,500 feet. Provide cross sections to 10' beyond the ROW line at 25 foot intervals in these locations. Provide additional cross sections at driveways (to the back of walk line and 10' beyond).
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. Topographic and location shots shall be made at least 100 feet each side of center line of street pavement, plus 50 feet beyond intersections and 50 feet beyond alignment end.

### **D. Base Map Development**

Establish neat and accurate Base Map drawings with the raw data and information received from the Surveyor. The Base Map drawings should include, but not be limited to:

1. All lines, lettering and fonts drawn to proper scales and standards.
2. All lines and grades properly showed, neat and compact.
3. All points and features to proper scale and accurately depicted and labeled. No abbreviations or antonyms.
4. All Benchmarks and Monuments properly noted and labeled.
5. All existing utilities identified correctly, properly located and shown according to topographic survey and existing as-built information.
6. All property and right-of-way information correctly identified and shown properly.

7. Ground profile established, where applicable, from point data and information provided by the Surveyor.
8. Files set up in cut sheet format ready for preliminary design work.

#### **E. Preliminary Design**

1. Prepare preliminary construction plans (Sheet size 24" x 36"). Prepare the following sheets at the engineering scale indicated:
  - a). Cover sheet.
  - b). General Notes
  - c). Quantity sheet (by individual location and sheet by sheet).
  - d). Typical sections and detail sheets.
  - e). Plan and profile sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). Profile required only for water lines 12" and larger. Otherwise, profiles are required only for points where the proposed water line is anticipated to conflict with other underground utility lines. Sheets should show: existing topographic features; all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps and pavement replacement. Show additional areas of pavement replacement required as identified by the City Public Works Dept.
  - f). Construction phasing and traffic control sheets. 1"=40'
  - g). A generic traffic control plan can be used for the minor residential streets
  - h). A detailed traffic control and phasing plan will be required for Independence Parkway, Park Boulevard and Parker Road.
  - i). SWPPP sheets meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SWPPP "WORD" file plan sheet shall be included in the plans. City standard details for erosion control devices shall also be included where applicable.
  - j). Plans shall include modifications for driveway repairs in the event that an existing driveway cross slope does not meet current ADA requirements. Driveways which must be repaired due to water line installation will be replaced with slopes which meet ADA requirements. Plans shall show existing driveway elevations as well as proposed elevations and slopes and limits of driveway repairs. Provide cross sections of driveways that will be replaced.
  - k). Provide top of curb profile design in areas of curb design as specified by City of Plano Public Works Dept. These areas will include sidewalk reconstruction.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - Other (file copy)
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

#### **F. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) set of pre-final plans, and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

#### **F. Bid Phase Services**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.

3. Submit one (1) set of final blue/black line prints and one (1) bound copy of the bid documents to the designated Material Testing laboratory.
4. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff with pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

## **G. Construction Administration**

1. Site visits, other than a final walk through, are anticipated for this project.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one black line set to the City and two (2) CD-ROM disks containing scanned images of the 24" x 36" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## **DIRECT SERVICES**

### **A. Deliverables**

1. Plan and Specification Documents (Required number of sets, both preliminary and final reviews). Also included are any electronic files required by the City, plus any additional documentation to complete the Basic Services phase.

2. Final approved plan and Specification Documents (Required number for Bid Phase Services). Included are any additional copies, plus any addendums required to complete the Bid Services phase.
3. Post construction documents, including Record Drawings and all electronic files required to complete the Construction Administration phase.

#### **B. Direct Expenses**

1. Project Meetings, outside of those stipulated in the Preliminary Design, Final Design, Bid and Contract Administration phases.
2. Mileage not incidental to the previous phases.
3. Project representation at Public Hearings and Council Meetings, including any special presentations and materials required. This does not include representation during the Design, Bid and Contract Administration phases.

### **SPECIAL SERVICES**

#### **A. Construction Control Survey**

1. Set vertical and horizontal control for construction on the ground at 500' intervals, or a minimum of one at each end of the project.
2. Set all Project Benchmarks tied to at least two City Benchmarks, giving accurate reference information to these City Benchmarks.

#### **B. Right-of-Way and Easement Survey**

1. Provide any surveying and documentation necessary for any special right-of-ways and easements that may be required by City.

**EXHIBIT "B"**  
**SCHEDULE OF WORK**

**WATER MAIN REHABILITATION  
HUNTINGTON PARK – TIMBERCREEK ESTATES  
PROJECT NO. 6254**

Barring any unforeseen circumstances, TME anticipates completion and delivery of the services according with the following schedule

ACTIVITY	COMPLETION TIME (Calendar Days)
1. Notice to Proceed	
2. Research and Data Collection	7
3. Survey and Base Map	45
4. Preliminary Design	112
5. City Review	14
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	35
7. City Review	14
8. Final Design/Documents for Bidding	14
9. City Review	14
10. Advertise for Bids	21
11. Receive Bids	14
12. Recommendation	7
13. Prepare Council Agenda	14
14. Council Award	14
15. Prepare/Execute Contract	14
16. Schedule Preconstruction Meeting	14
17. Notice to Proceed	14
Subtotal	367
18. Construction (to be determined)	

**EXHIBIT C  
 COMPENSATION AND METHOD OF PAYMENT  
 WATER MAIN REHABILITATION  
 HUNTINGTON PARK – TIMBERCREEK ESTATES  
 PROJECT NO. 6254**

Texas Municipal Engineering, Inc. will perform the services under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
<b>BASIC SERVICES</b>	
1. Research and Data Collection	\$ 1,200.00
2. Design Survey	\$ 66,330.00
3. Base Map	\$ 12,515.00
4. Preliminary Design	\$ 63,827.00
5. Final Design	\$ 42,550.00
6. Bid Phase	\$ 5,500.00
7. Construction Administration	<u>\$ 3,500.00</u>
<b>TOTAL BASIC SERVICES</b>	<b>\$ 195,422.00</b>
<b>SPECIAL SERVICES</b>	
1. Deliverables	\$ 1,200.00
2. Direct Expenses	\$ 800.00
3. Construction Control Survey	\$ 7,500.00
4. Right-of-Way and Easement Survey (Each)	<u>\$ 1,200.00</u>
<b>TOTAL SPECIAL SERVICES</b>	<b>\$ 10,700.00</b>
<b>TOTAL SERVICES FEE</b>	<b>\$ 206,122.00</b>

## 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, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 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 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 Pools, 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.

**3.0 Engineer's Insurance – Claims Made**

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 of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Texas Municipal Engineering, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Texas Municipal Engineering, Inc., is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Texas Municipal Engineering, Inc. \_\_\_\_\_

Name of Consultant

By: \_\_\_\_\_

*Saeed Rezaei*  
Signature

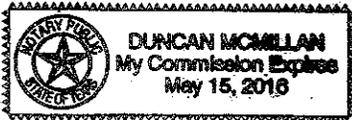
SAEED REZAEI  
Print Name

PRINCIPAL  
Title

12/20/12  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of December, 2012.



*[Signature]*  
Notary Public, State of Texas



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #):		<b>Kathleen Schonne X-7198</b>		<b>Proj. #6195</b>
<b>CAPTION</b>				
To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and JEN TEXAS 1, LLC for increasing the size of an existing sanitary sewer line within the Villas of Pecan Creek development and for offsite sanitary sewer improvements across Parker Road and Jupiter Road adjacent to the development.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	249,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-248,644	0
BALANCE		0	<b>356</b>	0
<b>FUND(S): SEWER CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$248,644, will leave a current year balance of \$356 for the Oversize Participation project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Reimbursement to JEN TEXAS 1, LLC for increasing the sanitary sewer line associated with the development of Villas of Pecan Creek relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This Subdivision Improvement Agreement authorizes the City to reimburse the Developer, JEN TEXAS 1, LLC for increasing the sanitary sewer line from an existing 15" line to a 21" line associated with the development of Villas of Pecan Creek. The existing line is at capacity and the new line will provide for future development in the area.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	
Subdivision Improvement Agreement				

**Jupiter**

**Subject  
Property**



**Parker**

**Subdivision Improvement  
Agreement**

Villas of Pecan Creek

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**OVERSIZE IMPROVEMENTS**

This agreement is made and entered into by and between the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation (the "City") and **JEN TEXAS 1, LLC**, a Delaware limited liability company, (the "Developer").

**WHEREAS**, the Developer is the owner of certain real property to be developed as a subdivision, Villas of Pecan Creek, located in the City of Plano, Collin County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, the City has authorized the Developer to construct the required Public Improvements, including oversizing of the Public Improvements, as provided herein; and

**WHEREAS**, Section 212.071 et seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct certain public improvements related to the development and provides exceptions from the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the parties have entered into this Agreement for the purpose of the City providing reimbursement to the Developer for a portion of the costs of the oversizing of the public improvements required for the development of the Property as provided in Article VI of the City's Subdivision Ordinance.

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I.**  
**CONSTRUCTION AND COMPLETION**  
**OF PUBLIC IMPROVEMENTS**

**1.01. Construction of Improvements**

Developer agrees to construct the Public Improvements, which include oversizing, as delineated on the Developer's Engineering Plans approved by the City on December 19, 2012, a copy of which is available in the City's Public Works Department and which are incorporated herein and made a part hereof by reference ("Engineering Plans"), and in accordance with the City's Standard Specifications for Public Works Construction, a copy of which is available in the

City's Public Works Department and which are incorporated herein and made a part hereof by reference ("Standard Specifications"). No change in the Engineering Plans shall be made by Developer without the prior written consent of the Director of Public Works. The entire cost of the construction of the Improvements shall be the responsibility and obligation of Developer, except for the portion of costs to be reimbursed by the City to Developer pursuant to Article 3 herein.

**1.02. Contracting Requirements**

The Developer shall contract with a qualified contractor to construct the Public Improvements in accordance with the Standard Specifications and Engineering Plans. Prior to the Developer executing a construction contract with the contractor or beginning construction of the Public Improvements, the Developer shall submit the contract documents, including all cost estimates, to the City Public Works Director for written approval. Once such construction contract documents are approved by the City, the Developer will not amend or change them without prior written approval by the City, which approval shall not be unreasonably withheld. Developer shall be solely responsible to make all payments for construction of the Public Improvements to the contractor subject to reimbursement to the Developer from the City pursuant to Article III herein.

**1.03 Performance, Payment and Maintenance Bonds**

Developer shall post with the City, or require the Contractor retained to construct or install the Public Improvements to post with the City, a performance, payment, and maintenance bond for construction of the Public Improvements to ensure completion of the project, on the forms attached hereto as Exhibits "B", "C", and "D" respectively.

**1.04. Inspection**

The City Public Works Director or his designee may periodically inspect the construction of the Public Improvements for conformance with this Agreement and the Standard Specifications and Engineering Plans.

**1.05. Insurance**

The Developer shall require all contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements to meet the insurance requirements of Item 1.26.1 of the special provisions of the Standard Specifications required for heavy construction, and the policy endorsement and special condition requirements of Item 1.26.4 of the Standard Specifications.

**1.06. Accounting**

The Developer shall submit to the City a complete accounting of all costs incurred by the Developer in the construction of the Public Improvements. City will not contribute or pay for any costs incurred by the Developer which were not approved by City in writing prior to being incurred. Developer shall maintain the records of accounting on this project for a period of two (2) years from the date of acceptance of the Public Improvements by the City, and the Developer shall allow the City to inspect the Developer's books and records related to the project at any time with reasonable notice from the City to the Developer.

**1.07. Rough Proportionality**

The Developer agrees that its portion of the costs or requirements for the Public Improvements do not exceed the amount required for Public Improvements that are roughly proportionate to the development of its Property, and **DEVELOPER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY CLAIMS, LIABILITY AND DAMAGES ASSOCIATED WITH AN EXACTION CLAIM ARISING OUT OF THIS AGREEMENT.**

**1.08. INDEMNITY**

**THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO**

**AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

**DEVLOPER DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.**

**ARTICLE II.**  
**REMEDIES**

**2.01. Remedy**

The Developer shall remedy all deficiencies in the construction, completion and maintenance of the Public Improvements within twenty (20) days of written notice to Developer from the City that a deficiency exists. If the deficiency is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said twenty (20) day period the particular reasons why such remedies cannot be completed in said twenty (20) day period. If, in the City's reasonable opinion, such reasons for delay are substantiated, the City may grant the Developer additional time to remedy the deficiency. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time.

## **2.02. Failure of Developer to Remedy Deficiency**

If the Developer fails to remedy the deficiency pursuant to Section 2.02 above, it shall be considered in default and the City, at its option, may:

- (a) Contract with another party for the repair work for which the Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (b) Complete the repair work with its own crews for which the Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (c) Demand that the Surety on the bonds required by Section 1.03 herein, complete construction or maintenance of the Public Improvements in conformance with this Agreement.
- (d) Exercise any other available remedy at law or in equity.

### **ARTICLE III.** **REIMBURSEMENT FOR** **OVERSIZE IMPROVEMENTS**

The City shall pay the Developer the construction costs for oversizing the Public Improvements in an amount not to exceed Two Hundred Forty Eight Thousand Six Hundred and Forty Four Dollars and Ten Cents (\$248,644.10), as identified and described in Exhibit "E" which is attached hereto and incorporated herein by reference. The amount, manner and time of reimbursement for the Public Improvements shall be strictly governed by Article VI of the City's Subdivision Ordinance, a copy of which can be found on the City of Plano website or in the City of Plano Engineering Division office. The term "costs for oversizing the Public Improvements" includes actual costs of construction of the oversize portion of the Public Improvements in accordance with the Standard Specifications and Engineering Plans and the construction contract approved in advance by the City, and includes engineering fees not to exceed six (6) percent of such costs. The costs of oversizing the Public Improvements specifically exclude costs to acquire right-of-way, real property, or other incidental costs. Any additional costs or modification to costs other than those described in Exhibit "E" shall be approved by the City in writing or shall be denied payment.

**ARTICLE IV.**  
**ASSIGNMENT**

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

- (a) Developer is not in default;
- (b) The assignment is to a new owner and developer of the Property;
- (c) Developer provides the City with written evidence satisfactory to the City Attorney or his/her designee that the new owner is the record owner of the Property; and
- (d) Developer delivers to the City a letter to be signed by the new owner stating that the new owner agrees to assume and perform all obligations of the Developer under this agreement and to be bound by the terms and conditions of this Agreement.

The City Manager is authorized to approve assignments on behalf of the City pursuant to this Agreement.

**ARTICLE V.**  
**MISCELLANEOUS PROVISIONS**

**5.01. Entire Agreement**

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

**5.02. Notices**

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

City of Plano, Texas  
Attn: Gerald Cosgrove, Public Works Director  
P.O. Box 860358  
Plano, TX 75086-0358

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

JEN TEXAS 1, LLC  
Attn: Richard D. Alberque, Vice President  
7405 Covewood Drive  
Garland, TX 75044

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.

**5.03. Nonwaiver**

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

**5.04. Recitals and Headings**

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

**5.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders**

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

**5.06. Venue**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**5.07. Severability**

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

**5.08. No Waiver of Governmental Immunity**

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

**5.09. Developer's Authority**

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

**5.10. Benefits Inure to the Parties**

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

**5.11 Effective Date**

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

CITY OF PLANO, TEXAS  
A Home Rule Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

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

JEN TEXAS 1, LLC, a Delaware limited liability company

Date: 1/3/13

By: \_\_\_\_\_  
Richard D. Alberque  
VICE PRESIDENT

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation, on behalf of said Municipal Corporation.

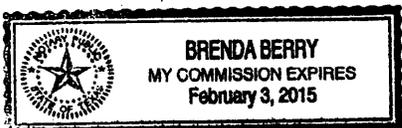
\_\_\_\_\_  
Notary Public, State of Texas

--- AND ---

STATE OF TEXAS       §  
                                  §  
COUNTY OF Collin   §

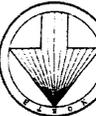
This instrument was acknowledged before me on the 3rd day of January, 2013, by **RICHARD D. ALBERQUE**, Vice President of **JEN TEXAS 1, LLC**, a Delaware limited liability company, for and on behalf of said Limited Liability Company.

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



YOU-HONG CHEN & HONG ZI LUAN  
VOL. 5886, PG. 481

CITY OF Plano, Abstract  
Monument Set in Concrete  
N = 2,021,417.971  
E = 2,021,548.844  
Elev. =



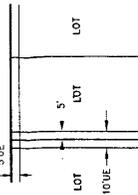
1.1 ACF OF BEGINNING  
34.88'

Scale: 1" = 80'  
Bearings based on the true plat of  
CUSTER / A24 ADDITION  
Cub. O. Pg. 403

**LEGEND FOR ABSTRACTS**  
(1) Donates 12121' Streets & Utility Easement  
(2) Donates 24242' Streets & Utility Easement  
(3) Donates 24242' Streets & Utility Easement  
(4) Donates 24242' Streets & Utility Easement  
(5) Donates 24242' Streets & Utility Easement  
(6) Donates 24242' Streets & Utility Easement  
(7) Donates 24242' Streets & Utility Easement  
(8) Donates 24242' Streets & Utility Easement  
(9) Donates 24242' Streets & Utility Easement  
(10) Donates 24242' Streets & Utility Easement

**NOTICE:** Selling a portion of this addition by metes and bounds is a violation of City Ordinance 1020001001 and is subject to fines and withholding of utilities and building certificates.

**Note:**  
1. All lot lines are perpendicular to the street unless otherwise indicated.



TYPICAL UTILITY EASEMENTS (UE)

LOCATION MAP



LOT LINE TABLE

LOT	ACRES	WE	NS	WE	NS	WE	NS	WE	NS
1	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
6	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
8	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
9	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
11	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
12	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
13	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
14	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
16	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
18	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
19	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
21	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
22	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
23	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
24	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
26	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
27	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
28	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
29	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
31	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
32	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
33	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
34	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
36	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
37	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
38	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
39	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
40	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
41	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
42	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
43	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

LOT LINE TABLE

LOT	ACRES	WE	NS	WE	NS	WE	NS	WE	NS
1	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
6	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
8	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
9	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
11	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
12	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
13	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
14	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
16	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
18	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
19	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
21	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
22	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
23	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
24	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
26	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
27	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
28	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
29	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
31	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
32	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
33	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
34	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
36	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
37	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
38	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
39	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
40	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
41	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
42	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
43	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TODD A. JONATHAN MOORE  
FAMILY LIMITED  
PARTNERSHIP LTD.  
CCR# 97-0017326

A-123127  
N-1855.00  
E-201.12  
L-403.07  
S-557.23  
CB-8654723 E

A-123127

**EXHIBIT "B"**

**PERFORMANCE BOND**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, hereinafter called "City", and \_\_\_\_\_ hereinafter sometimes called "Owner" (the City and Owner are collectively called "Obligees") in the penal sum of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference, wherein the City is a third party beneficiary with regard to the completion of certain public improvements (as defined therein); said Contract calling for the completion of the public improvements among other things.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Obligees, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Obligees from all costs and damages which Obligees may suffer by reason of failure to so perform herein and shall fully reimburse and repay Obligees all outlay and expense which the Obligees may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_ copies, each one of which shall be deemed an original, this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_

Address:

Tel. No. \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after the date of Contract. If Resident Agent is not a corporation, give a person's name.

**EXHIBIT "C"**

**Insert Payment Bond**

**EXHIBIT "D"**

**MAINTENANCE BOND**

**STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ of the City of \_\_\_\_\_,  
County of \_\_\_\_\_ and State of Texas, (called "Principal"), and  
\_\_\_\_\_, a corporation organized and existing  
under the laws of the State of Texas to act as surety on bonds for principals,  
(called "Surety"), are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a  
Home Rule Municipal Corporation (called "City"), in the amount of  
\_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_), in  
lawful money of the United States, to be paid in Plano, Collin County, Texas for the  
payment of which, the Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these  
presents:

**WHEREAS**, the Principal has entered into a contract (called "Contract") with  
\_\_\_\_\_ (called "Developer") dated the \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, which among other things calls for the construction of  
certain public improvements (called "Work"), which inure to the benefit of the City, such  
public improvements being in connection with development of  
\_\_\_\_\_, an addition or subdivision incorporated  
hereby reference and which public improvements are listed on Exhibit "A" attached  
hereto and incorporated herein by reference; and

**WHEREAS**, under the terms of the specifications of the Work, the Principal is  
required to give a bond in the amount specified hereinabove to guarantee the  
replacement and repair of defective or faulty workmanship furnished or installed by the  
Principal for a period of one (1) year, from and after the date the Work is completed by  
Principal and accepted by the City.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if  
the Principal shall for a period of one (1) year, from and after the date the Work is  
completed by the Principal and accepted by the City, replace and repair any and all  
defective or faulty workmanship in the Work, then the above obligation shall be void;  
otherwise, the said obligation shall remain in full force and effect.

Venue for any action to enforce this Bond shall be Collin County, Texas

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal		Surety	
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

The name and address of the Resident Agent of Surety is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
\_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on **Page 1** of Maintenance Bond must be **same date as Contract**. Date on **Page 2** of Maintenance Bond must be **after the date of Contract**. If Resident Agent is not a corporation, give a person's name.

**COST SHARING AGREEMENT  
SANITARY SEWER IMPROVEMENTS  
VILLAS OF PECAN CREEK - PLANO, TEXAS**

Tipton Engineering, Inc.

CS-5026

<b>OFFSITE SANITARY SEWER</b>				
Item Description	Quantity	Unit	Price	Amount
21" PVC Sewer Pipe	220	LF	\$65.00	\$14,300.00
30" Steel Encasement	220	LF	\$465.00	\$102,300.00
Bore Spacers	220	LF	\$17.00	\$3,740.00
Bore Pit with Shoring	1	LS	\$19,750.00	\$19,750.00
5' Manhole	2	EA	\$5,300.00	\$10,600.00
5' Manhole over Ex. Main	1	EA	\$6,500.00	\$6,500.00
4' Manhole	1	EA	\$3,200.00	\$3,200.00
Conshield Additive for Manholes	53	VF	\$132.00	\$6,996.00
Night Time Reroute (21")	1	LS	\$7,500.00	\$7,500.00
Reroute and Connect Ex. 8" Main	1	LS	\$3,500.00	\$3,500.00
Traffic Control and Lane Closure	2	EA	\$6,500.00	\$13,000.00
Sewer Testing	220	LF	\$3.00	\$660.00
<b>Total Construction Costs</b>				<b>\$192,046.00</b>
Engineering and Staking				\$19,204.60
<b>Total Cost</b>				<b>\$211,250.60</b>

<b>21" SANITARY SEWER</b>				
Item Description	Quantity	Unit	Price	Amount
21" PVC Sewer Pipe	927	LF	\$65.00	\$60,255.00
21" X 4" Lateral Connections	12	EA	\$1,150.00	\$13,800.00
<b>Cost of 21" Sewer</b>				<b>\$74,055.00</b>
<b>15" SANITARY SEWER</b>				
Item Description	Quantity	Unit	Price	Amount
15" PVC Sewer Pipe	927	LF	\$34.50	\$31,981.50
15" X 4" Lateral Connections	12	EA	\$390.00	\$4,680.00
<b>Cost of 15" Sewer</b>				<b>\$36,661.50</b>

Difference in Cost of 21" and 15" Sewer	\$37,393.50
City's Portion of Offsite Sewer	\$211,250.60
<b>Total City Participation</b>	<b>\$248,644.10</b>

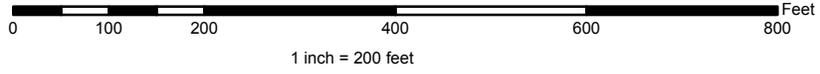


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/14/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6166
<b>CAPTION</b>				
To J.R. Stelzer Company, increasing the contract by \$96,000, for Wentworth and Tennyson Elevated Tanks, Change Order No. 1. Original Bid No. 2012-328-B.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	14,600	626,400	1,110,000	<b>1,751,000</b>
Encumbered/Expended Amount	-14,600	-476,384	0	<b>-490,984</b>
This Item	0	-96,000	0	<b>-96,000</b>
<b>BALANCE</b>	0	54,016	1,110,000	<b>1,164,016</b>
<b>FUND(S):    WATER CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Water CIP. This item, in the amount of \$96,000, will leave a current year balance of \$54,016 for the Wentworth & Tennyson Elevated Tanks project. <b>STRATEGIC PLAN GOAL:</b> Interior painting of the Tennyson Elevated Tank relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This change order, in the amount of \$96,000.00, is for increasing the scope of work to include painting the interior of the Tennyson Elevated Tank. Upon draining the water from the tank it was discovered that the interior of the tank (with exception of the roof) was badly rusted. In order to extend the life of the tank, the rusted areas need to be spot blasted, the remaining area brush blasted and then re-painted. Staff recommends approval of Change Order No. 1. The contract total will be \$564,384, which includes change orders of 20.50 % of the original contract amount of \$468,384.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1; Location Map			N/A	

# LOCATION

## TENNYSON ELEVATED TANK



**CHANGE ORDER NO. 1**

**WENTWORTH & TENNYSON ELEVATED TANKS**

**PROJECT NO. 6166**

**PURCHASE ORDER NO. 104237**

**CIP NO. 68980**

**BID NO. 2012-328-B**

**A. INTENT OF CHANGE ORDER**

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **J.R. STELZER COMPANY**, a Nebraska Corporation licensed to do business in the State of Texas for the Wentworth & Tennyson Elevated Tanks, Project No. 6166, dated November 12, 2012.

**B. DESCRIPTION OF CHANGE**

The change order extends the scope of work to include painting the interior of the Tennyson Elevated Tank. Upon drainage of water from the tank it was discovered that interior of the tank (with exception of the roof) was badly rusted and in order to extend the life of the tank it needs to be spot blasted on rusted areas to near white and brush blasted on the remaining area and then re-painted.

**C. EFFECT OF CHANGE**

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
C1	Rig to access shell wall, cone, floor, access tube. Spot blast rusted area to SSPC-10 Near White Brush Blast SSPC-7 remainder. Spot Primer N140 Beige@4.0 dry mils bare metal areas, Complete N140-15BL White epoxy@4.00 dry mils.	0	1	LS	\$96,000.00	\$96,000.00
<b>TOTAL:</b>						<b>\$96,000.00</b>

Original Contract Amount	\$	<u>468,384.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>468,384.00</u>
<b>Amount, Change Order No. 1</b>	<b>\$</b>	<b><u>96,000.00</u></b>
<b>Revised Contract Amount</b>	<b>\$</b>	<b><u>564,384.00</u></b>
<b>Total Percent Increase Including Previous Change Orders</b>		<b><u>20.50%</u></b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **30** day(s) to this project:

Original Contract Time	The work on the two tanks shall be completed by March 15, 2013
Amount (Including Previous Change Orders)	<u>Same as above</u>
<b>Amount, Change Order No. 1</b>	<u>30 days</u>
<b>Revised Contract Time</b>	The work on the two tanks shall be completed by April 15, 2013
	<u> </u>
	<u> </u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **J.R. STELZER COMPANY**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated November 12, 2012.

F. AUTHORITY TO SIGN

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

**OWNER: CITY OF PLANO**

**CONTRACTOR:  
J.R. STELZER COMPANY,  
A Nebraska Corporation licensed to do  
business in the State of Texas**

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

Print  
Name: Bruce D. Glasscock

Print  
Name: James R. Stelzer

Print  
Title: City Manager

Print  
Title: President

Date: \_\_\_\_\_

Date: 12-26-12

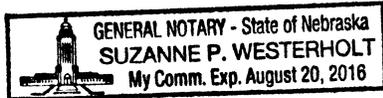
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

STATE OF NEBRASKA §  
  §  
COUNTY OF Lancaster §

This instrument was acknowledged before me on the 26<sup>th</sup> day of Dec., 2012, by **JAMES R. STELZER, PRESIDENT**, of **J.R. STELZER COMPANY**, a **NEBRASKA** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Suzanne P. Westerholt  
Notary Public, State of Nebraska

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		01/14/13			
Department:		Fire			
Department Head		Brian Crawford, Fire Chief			
Agenda Coordinator (include phone #): <b>Cynthia Morgan, ext. 7164</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Contract by and between Texas Parks and Wildlife Department and the City of Plano (Plano Fire-Rescue); authorizing its execution by the City Manager or his authorized designee; 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>2012-13 through 2016-17</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
<b>BALANCE</b>		0	0	0	0
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Interlocal training contracts relate to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
The purpose of this contract is to provide opportunities to capitalize on live-fire training, which is available to Plano Fire-Rescue through the implementation of the Texas Parks and Wildlife Department's (TPWD) prescribed fire operations. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties. This contract delineates responsibilities and procedures for conducting cooperative prescribed fire activities.					
The contract shall commence on the date of the last signature and shall continue for a period of five (5) years, unless terminated earlier in accordance with other provisions of the contract, and may be extended upon written approval by both parties.					



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Resolution, Memo, & Contract (Exhibit A)	Other Departments, Boards, Commissions or Agencies



## MEMORANDUM

**Date:** December 19, 2012  
**To:** Jim Dickerson, Assistant Fire Chief, Emergency Services  
**From:** Kelly Helm, Battalion Chief, Special Operations  
**Subject:** Interlocal Cooperation Contract – Texas Parks and Wildlife Department

---

Attached is an Interlocal Cooperation Contract that I recommend entering into with the Texas Parks & Wildlife Department (TPWD). The purpose of the agreement is to give us permission to send our wildland personnel to assist/train with TPWD personnel on “prescribed burns.” The contract is good for five (5) years from the date of the last signature.

Currently, we have thirty (30) personnel trained in basic wildland firefighting. Twenty-two (22) of these trained individuals have volunteered to start a Position Task Book (PTB) to reach the next level of certification, Firefighter 1 / ICT 5. Each PTB lists the competencies, behaviors, and tasks required for successful performance in specific positions. Trainees must be observed completing all tasks and show knowledge and competency in their performance during the completion of this PTB. One requirement to successful completion of the PTB is that trainees must attend prescribed burns and actual incidents. Entering into the interlocal contract with TPWD will ensure that we are at least contacted when they are planning prescribed burns.

The trainees will gain valuable knowledge, skills, and abilities by obtaining the Firefighter I / ICT 5 certification. Although this certification isn’t required to mobilize with TIFMAS, it does strengthen the individual’s confidence and KSA’s while on the frontline of a wildland fire. As a Chief Officer, I want to provide every opportunity possible for our firefighters to receive quality training in order to be safe and successful.

Victoria in the Legal Department has reviewed this contract and approved it, and I am submitting it to be placed on the City Council Agenda of January 14, 2013, for final approval and implementation.

Please contact me if you have any questions, comments, or concerns.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Contract by and between Texas Parks and Wildlife Department and the City of Plano (Plano Fire-Rescue); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed contract to provide opportunities to capitalize on live-fire training, which is available to Plano Fire-Rescue through the implementation of Texas Parks and Wildlife Department's (TPWD) prescribed fire operations. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties. This contract delineates responsibilities and procedures for conducting cooperative prescribed fire activities. A copy is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and,

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 14th day of January, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

## **INTERLOCAL COOPERATION CONTRACT**

This contract is entered into by and between the Texas Parks and Wildlife Department, hereinafter referred to as (TPWD), and Plano Fire-Rescue, hereinafter referred to as (Cooperator) under the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Section 11.0171(a) (1) (b) of the Texas Parks and Wildlife Code.

### **I. PURPOSE**

The purpose of this contract is to provide opportunities to capitalize on live-fire training, which is available to COOPERATOR through the implementation of TPWD's prescribed fire operations. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties. This contract delineates responsibilities and procedures for conducting cooperative prescribed fire activities.

### **II. SCOPE**

The provisions of this contract apply to prescribed fire performed under the management of the TPWD as a part of its normal land management activities within the State of Texas.

### **III. PERIOD OF PERFORMANCE**

This contract shall commence on the date of the last signature and shall continue for a period of five (5) years, unless terminated earlier in accordance with other provisions of this contract.

This contract may be extended upon written approval by both parties.

### **IV. RESPONSIBILITIES**

#### **A. TPWD shall:**

1. Manage, organize, and provide personnel management of the prescribed fire, according to guidelines and policy prescribed by TPWD.
2. Notify COOPERATOR of the opportunity to participate in a prescribed fire and request specific equipment and personnel resources if needed.
3. Assist COOPERATOR in documenting the participation of COOPERATOR's employees in a cooperative prescribed fire exercise for training file purposes.

#### **B. The COOPERATOR shall:**

1. Maintain a roster with qualification and fitness levels of all its personnel who will be participating in cooperative prescribed fire activities and provide the roster to TPWD before each cooperative prescribed fire.

2. Provide a primary point of contact to TPWD for the purpose of notification and notify TPWD of any changes to the contact information (i.e., address, phone number).
3. Provide all tools and equipment to its employees necessary to complete performance under this contract.

**C. COOPERATOR's employees shall:**

1. Be physically capable of performing assigned duties;
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position; and
3. Maintain support of employer for participation in activities.

**V. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

**A. Reimbursement:**

TPWD will **NOT** reimburse COOPERATOR for wages, travel, per-diem, supplies, or equipment. Each party to this contract will be responsible for its own expenses, including but not limited to those items listed above.

**B. Funding:**

Any expenditure of resources must be from current revenues available to the paying party.

**C. Medical Care for Injury or Illness:**

If COOPERATOR's employee incurs an injury or illness during the performance of this CONTRACT, TPWD will cooperate logistically with COOPERATOR to ensure COOPERATOR's employee is properly treated and medically evaluated. In the absence of COOPERATOR's management, TPWD will investigate the incident and make a determination as to whether, in its opinion, the injury or illness was work related and will notify COOPERATOR of its findings for proper processing of a Workers Compensation claim.

**D. Liability:** Pursuant to Government Code §791.006(a-1), the parties agree to assign the liability as follows, in a manner different than that specified in §791.006(a):

1. Each party will be responsible for its actions, and the actions of its employees.
2. The activities performed under this contract shall be performed entirely at each party's own risk.
3. To the extent allowed by law, each party releases the other party from the actions of its own employees.

4. To the extent allowed by law, each party waives all claims against the other party to this agreement for compensation from any loss, damage, personal injury, or death occurring as a consequence of the performance of this contract.

## VI. POINTS OF CONTACT

### TPWD

Jeff Sparks  
State Parks Fire Program Manager  
12016 FM 848  
Tyler, TX 75707  
903-566-5698  
[jeff.sparks@tpwd.state.tx.us](mailto:jeff.sparks@tpwd.state.tx.us)

Glen Gillman  
State Parks Fire Specialist  
4200 Smith School Road  
Austin, TX 78744  
512-389-8011  
[glen.gillman@tpwd.state.tx.us](mailto:glen.gillman@tpwd.state.tx.us)

Mike Lloyd  
State Parks Fire Specialist  
SP-R3 West HQ  
7690 HWY 46 West  
Pipe Creek, TX 78063  
830-535-4733  
[mike.lloyd@tpwd.state.tx.us](mailto:mike.lloyd@tpwd.state.tx.us)

### COOPERATOR

Brian Crawford  
Fire Chief  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 75074  
972-941-7159  
[briancr@plano.gov](mailto:briancr@plano.gov)

Jim Dickerson  
Assistant Chief-Emergency Services  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 750674  
972-941-5459  
[jimmyd@plano.gov](mailto:jimmyd@plano.gov)

Kelly Helm  
Battalion Chief-Special Ops  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 75074  
972-941-7638  
[kellyh@plano.gov](mailto:kellyh@plano.gov)

## VII. GENERAL PROVISIONS

**Amendments:** This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**Dispute Resolution:** Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

**Public Disclosure:** Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). To the extent allowed by law, no public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD.

**Termination:** This Contract shall terminate upon expiration of the term, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions. Either party may terminate this contract upon a thirty (30) day written notice.

**Termination for Default:** TPWD may, by written notice of default to the Cooperator, terminate this Contract in whole or in part for cause if the Cooperator fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Cooperator of intent to terminate, and TPWD will provide the Cooperator with an opportunity for consultation with TPWD prior to termination.

**Indemnification: TO THE EXTENT ALLOWED BY LAW, COOPERATOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TPWD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COOPERATOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF COOPERATOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. COOPERATOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.**

---

This Interlocal contract is made and entered into by the following parties:

**TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COOPERATOR**

Signature: \_\_\_\_\_  
Name: Brian A. Crawford  
Title: Fire Chief  
Date: \_\_\_\_\_



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Legal		
Department Head		Diane Wetherbeee		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the settlement of a claim by Bester Munyaradzi and authorizing the City Manager or his authorized designee to execute any and all documents necessary to settle such claim; and providing an effective date.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	900,000	0	<b>900,000</b>
Encumbered/Expended Amount	0	-88,628	0	<b>-88,628</b>
This Item	0	-55,000	0	<b>-55,000</b>
BALANCE	0	756,372	0	<b>756,372</b>
<b>FUND(S):    PROPERTY &amp; LIABILITY LOSS FUND</b>				
<b>COMMENTS:</b> This item, in the estimated amount of \$55,000, to fully resolve the claim pursuant to the terms and conditions of the Settlement Agreement, will be paid out of the 2012-13 Property & Liability Loss Fund's Judgments & Damages. <b>STRATEGIC PLAN GOAL:</b> The settlement of the lawsuit relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is to fully resolve the claim pursuant to the terms and conditions of the Settlement Agreement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the settlement of a claim by Bester Munyaradzi and authorizing the City Manager or his authorized designee to execute any and all documents necessary to settle such claim; and providing an effective date.**

**WHEREAS**, there is pending a claim against the City of Plano by Bester Munyaradzi; and

**WHEREAS**, the parties agreed to settle this claim in the amount of Fifty Five Thousand and no/100 Dollars (\$55,000.00) and other good and valuable consideration subject to approval of the City Council; and

**WHEREAS**, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement and that the City Manager or his authorized designee shall be authorized to execute any and all documents necessary to consummate the settlement.

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

**Section I.** City Council approves the settlement of this claim in the amount of Fifty Five Thousand and no/100 Dollars (\$55,000.00) pursuant to the terms and conditions of the settlement agreement.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute any and all documents necessary to consummate the settlement.

**Section III.** This Resolution shall become effective immediately after its passage.

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of January, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/14/13		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 5350</b>				
<b>CAPTION</b>				
<p>Consideration of an Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 23.7± acres of land out of the James T. McCulloch Survey, Abstract No. 633, located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres of land located at the southeast corner of Plano Parkway and North Star Road, in the City of Plano, Collin County, Texas, from Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Plano Distribution Center, LTD., Prologis Logistics Services Inc., &amp; Union Pacific Railroad Company.</p>				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Rezoning relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
On December 18, 2012 City Council approved Zoning Case 2012-31. The attached ordinance finalizes the Council's action on December 18, 2012.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		Planning & Zoning Commission		
Maps				

## Zoning Case 2012-31

**An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 23.7± acres of land out of the James T. McCulloch Survey, Abstract No. 633, located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres of land located at the southeast corner of Plano Parkway and North Star Road, in the City of Plano, Collin County, Texas, from Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, 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, held on the 18th day of December, 2012, for the purpose of considering rezoning 23.7± acres of land out of the James T. McCulloch Survey, Abstract No. 633, located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres of land located at the southeast corner of Plano Parkway and North Star Road, in the City of Plano, Collin County, Texas, from Research/Technology Center to Single-Family Residence-6; 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 18th day of December, 2012; and

**WHEREAS**, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 23.7± acres of land out of the James T. McCulloch Survey, Abstract No. 633, located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres of land located at the southeast corner of Plano Parkway and North Star Road, in the City of Plano, Collin County, Texas, from Research/Technology Center to Single-Family Residence-6, said property being described in the legal description on 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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.

**DULY PASSED AND APPROVED THIS THE 14TH DAY OF JANUARY, 2013.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-31

Tract 1

BEING a tract of land situated in the James T. McCulloch Survey, Abstract No. 633, City of Plano, Collin County, Texas and being part of that tract of land described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate centerline of Plano Parkway, a 110-foot right-of-way, with the west line of Bradshaw Drive, a variable width right-of-way;

THENCE westerly, with said approximate centerline, the following three (3) courses and distances:

South, 89° 00' 04" West, leaving said west line, a distance of 11.25 feet to a point for corner at the beginning of a curve to the right having a central angle of 12° 12' 31", a radius of 1,000.00 feet and a chord bearing and distance of North 84° 52' 14" West, 212.68 feet;

Westerly, with said curve to the right, an arc distance of 213.08 feet to a point for corner; North, 78° 45' 58" West, a distance of 1,180.83 feet to a point for corner;

THENCE North, 00° 22' 33" seconds West, leaving said approximate centerline, a distance of 787.24 feet to a point for corner in the south line of Dallas Area Rapid Transit, a variable width right-of-way;

THENCE Easterly, with said south line, the following three (3) courses and distances:

South 80° 35' 40" East, a distance of 179.87 feet to a point for corner at the beginning of a curve to the right having a central angle of 10° 00' 43", a radius of 3,193.14 feet and a chord bearing and distance of South, 75° 35' 19" East, 557.26 feet;

Easterly, with said curve to the right, an arc distance of 557.97 feet to a point for corner; South, 70° 34' 58" East, a distance of 705.15 feet to a point for corner;

THENCE South, 00° 22' 57" East, leaving said south line, a distance of 633.59 feet to the POINT OF BEGINNING and CONTAINING 23.711 acres of land, more or less.

Tract 2

BEING a tract of land situated in the James T. McCulloch Survey, Abstract No. 633, City of Plano, Collin County, Texas and being part of that tract described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Plano Distribution Center, Ltd., as recorded in Document No. 2009-0109000027310, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Catellus Land and Development Corporation, as recorded in Volume 5575, Page 381, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the approximate centerline of Plano Parkway, a variable width right-of-way, with the approximate centerline of North Star Road, a variable width right-of-way;

THENCE Easterly, with said approximate centerline of Plano Parkway, the following three (3) courses and distances:

South,  $78^{\circ} 45' 58''$  East, a distance of 2,022.42 feet to a point for corner at the beginning of a curve to the left having a central angle of  $12^{\circ} 12' 31''$ , a radius of 1,000.00 feet and a chord bearing and distance of South,  $84^{\circ} 52' 14''$  East, 212.68 feet;

Easterly, with said curve to the left, an arc distance of 213.08 feet to a point for corner;

North  $89^{\circ} 00' 04''$  East, a distance of 11.25 feet to a point for the intersection of said approximate centerline of Plano Parkway with the west line of Bradshaw Drive, a variable width right -of -way;

THENCE South,  $00^{\circ} 22' 57''$  East, leaving said approximate centerline of Plano Parkway and with said west line, a distance of 300.94 feet to a point for corner;

THENCE North,  $89^{\circ} 13' 29''$  West, leaving said west line, a distance of 1,399.92 feet to a point for corner;

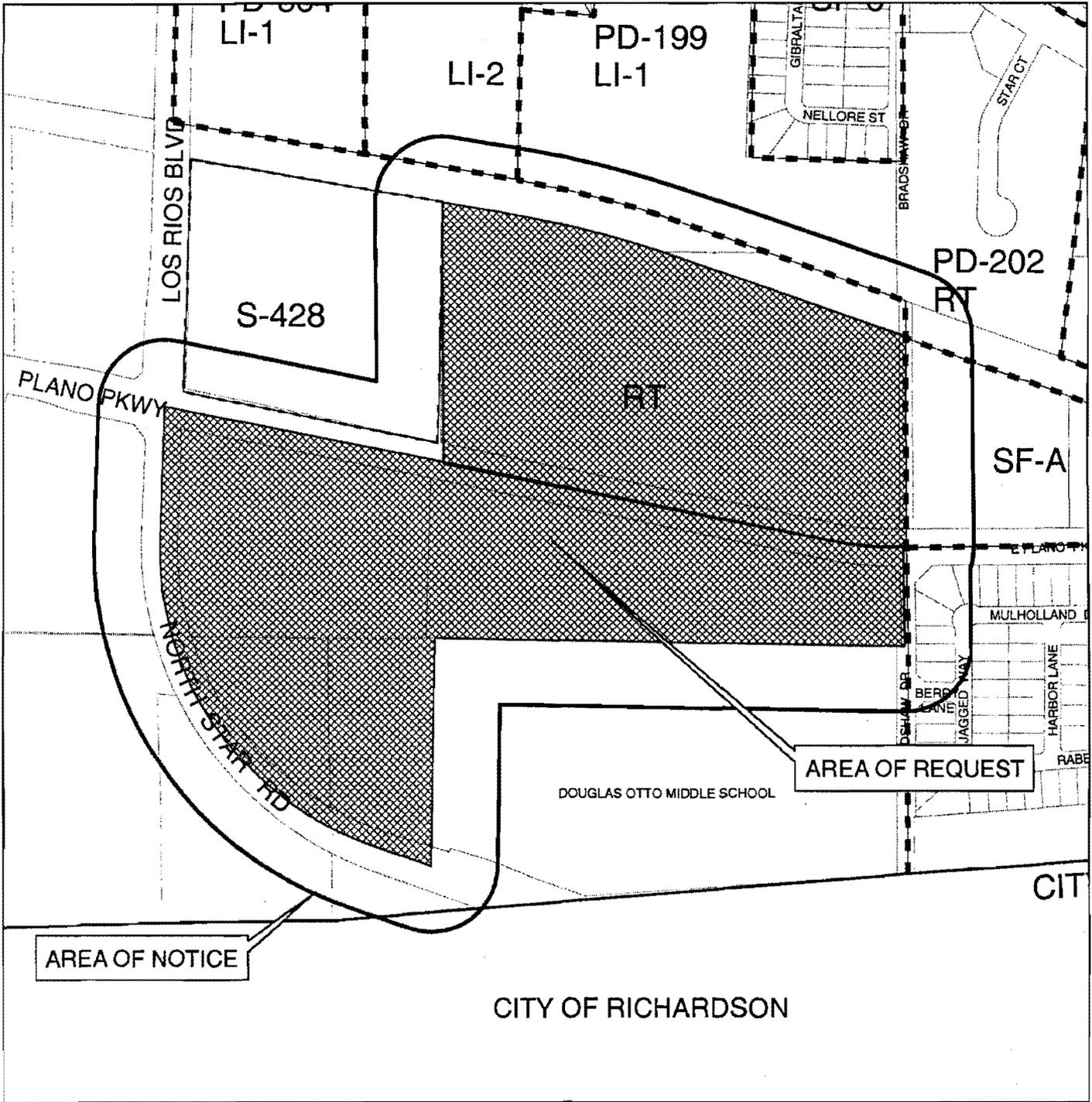
THENCE South,  $00^{\circ} 41' 36''$  West, a distance of 687.62 feet to a point for corner in the above mentioned approximate centerline of North Star Road;

THENCE Northwesterly, with said approximate centerline of North Star Road, the following three (3) courses and distances:

North,  $70^{\circ} 36' 23''$  West, a distance of 191.22 feet to a point for corner at the beginning of a curve to the right having a central angle of  $72^{\circ} 09' 56''$ , a radius of 945.50 feet and a chord bearing and distance of North  $34^{\circ} 31' 25''$  West, 1,113.71 feet;

Northwesterly, with said curve to the right, an arc distance of 1,190.88 feet to a point for corner;

North,  $01^{\circ} 33' 33''$  East, a distance of 401.45 feet to the POINT OF BEGINNING and CONTAINING 32.907 acres of land, more or less.

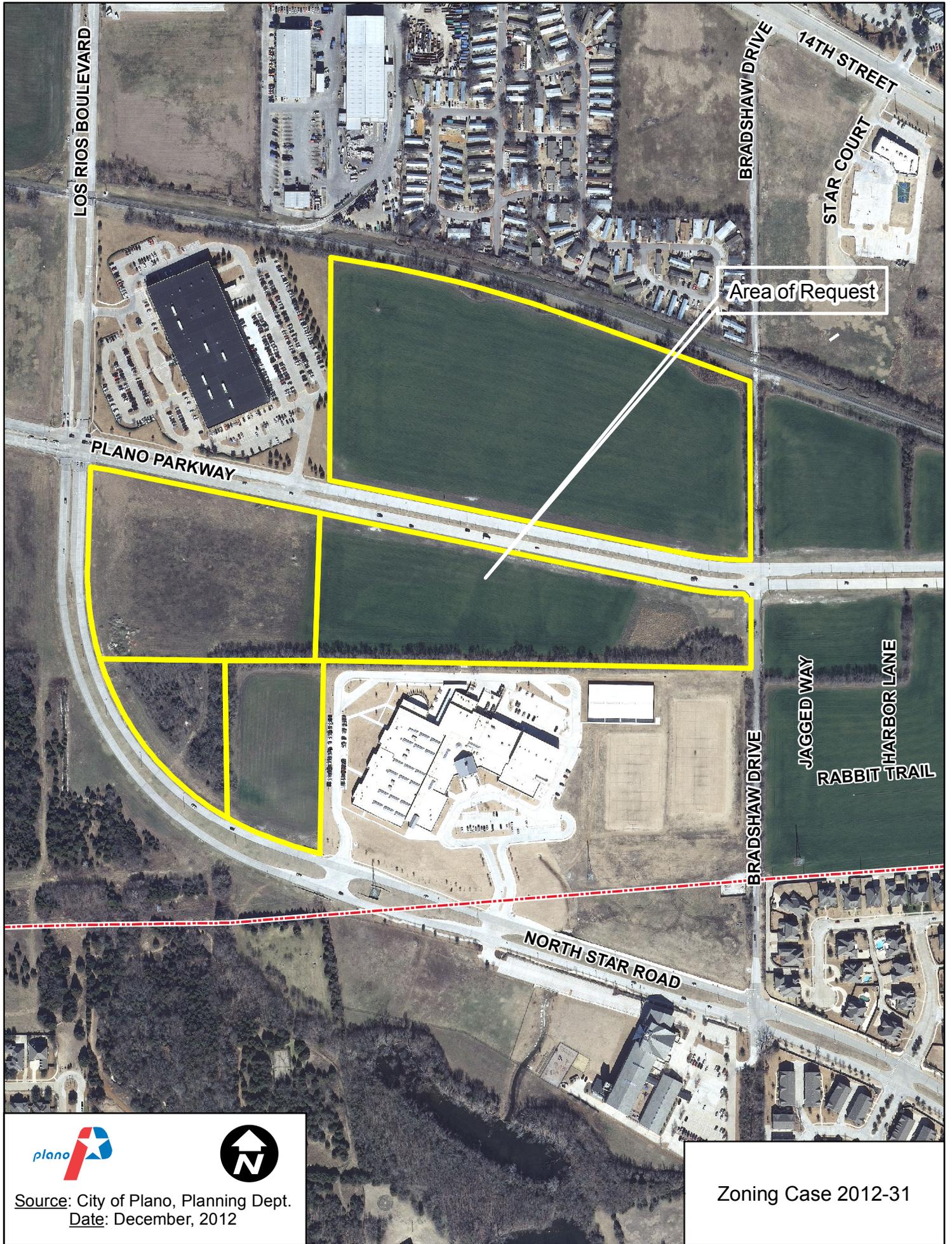


Zoning Case #: 2012-31

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



Area of Request

LOS RIOS BOULEVARD

BRADSHAW DRIVE

14TH STREET

STAR COURT

PLANO PARKWAY

BRADSHAW DRIVE

JAGGED WAY

RABBIT TRAIL  
HARBOR LANE

NORTH STAR ROAD

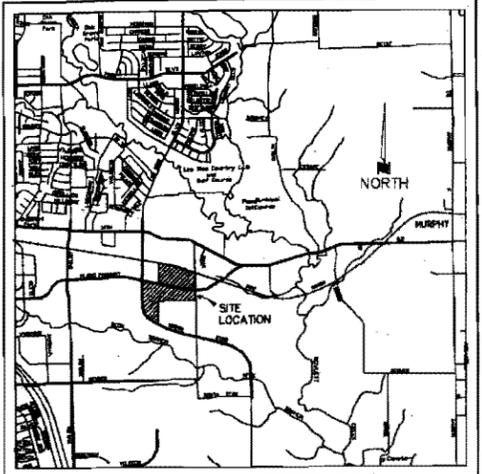
Doc Server: 12/10/2012 X:\Dept\B&Z Locators & Graphics\Z2012-31A.mxd



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-31

**NOTE:**  
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.



LOCATION MAP NOT TO SCALE

**TRACT 1**  
LEGAL DESCRIPTION  
23.711 ACRES

BEING a tract of land situated in the JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 633, City of Plano, Collin County, Texas and being part of that tract of land described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate centerline of Plano Parkway, a 110 foot right-of-way, with the west line of Bradshaw Drive, a variable width right-of-way;

THENCE Westerly, with said approximate centerline, the following three (3) courses and distances:

South 89 degrees 00 minutes 04 seconds West, leaving said west line, a distance of 11.25 feet to a point for corner at the beginning of a curve to the right having a central angle of 12 degrees 12 minutes 31 seconds, a radius of 1,000.00 feet and a chord bearing and distance of North 84 degrees 52 minutes 14 seconds West, 212.68 feet;

Westerly, with said curve to the right, on an arc distance of 213.08 feet to a point for corner;

North 78 degrees 45 minutes 58 seconds West, a distance of 1,180.83 feet to a point for corner;

THENCE North 00 degrees 22 minutes 33 seconds East, leaving said approximate centerline, a distance of 787.24 feet to a point for corner in the south line of Dallas Area Rapid Transit, a variable width right-of-way;

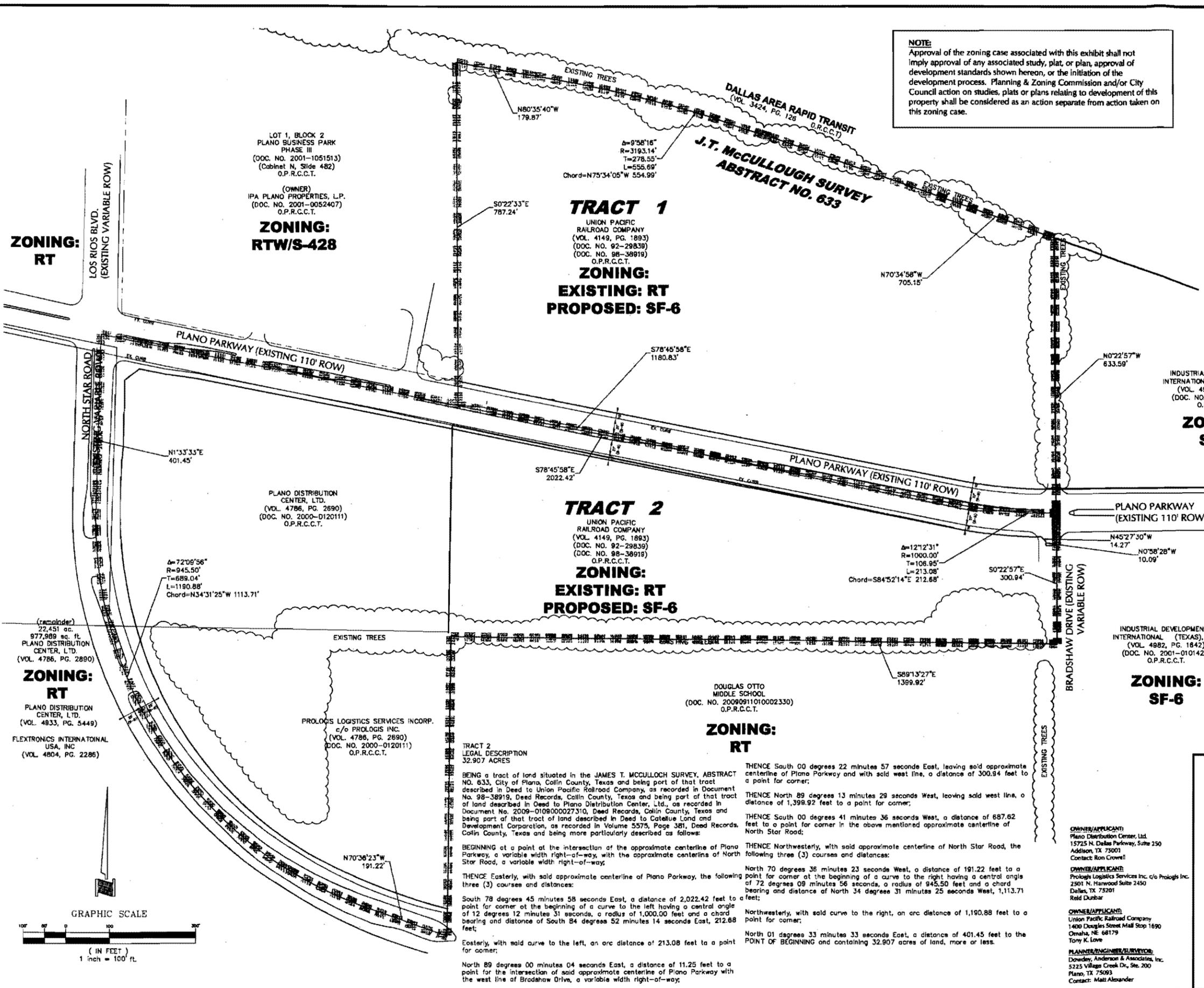
THENCE Easterly, with said south line, the following three (3) courses and distances:

South 80 degrees 35 minutes 40 seconds East, a distance of 179.87 feet to a point for corner at the beginning of a curve to the right having a central angle of 10 degrees 00 minutes 43 seconds, a radius of 3,193.14 feet and a chord bearing and distance of South 75 degrees 35 minutes 19 seconds East, 557.26 feet;

Easterly, with said curve to the right, an arc distance of 557.97 feet to a point for corner;

South 70 degrees 34 minutes 58 seconds East, a distance of 705.15 feet to a point for corner;

THENCE South 00 degrees 22 minutes 57 seconds East, leaving said south line, a distance of 633.59 feet to the POINT OF BEGINNING and containing 23.711 acres of land, more or less.



LOT 1, BLOCK 2  
PLANO BUSINESS PARK  
PHASE III  
(DOC. NO. 2001-1051513)  
(Cabinet N, Slide 482)  
O.P.R.C.C.T.

(OWNER)  
IPA PLANO PROPERTIES, L.P.  
(DOC. NO. 2001-0052407)  
O.P.R.C.C.T.

**ZONING:  
RTW/S-428**

**TRACT 1**  
UNION PACIFIC  
RAILROAD COMPANY  
(VOL. 4149, PG. 1893)  
(DOC. NO. 92-29839)  
(DOC. NO. 98-38919)  
O.P.R.C.C.T.

**ZONING:  
EXISTING: RT  
PROPOSED: SF-6**

PLANO DISTRIBUTION  
CENTER, LTD.  
(VOL. 4786, PG. 2890)  
(DOC. NO. 2000-D120111)  
O.P.R.C.C.T.

**TRACT 2**  
UNION PACIFIC  
RAILROAD COMPANY  
(VOL. 4149, PG. 1893)  
(DOC. NO. 92-29839)  
(DOC. NO. 98-38919)  
O.P.R.C.C.T.

**ZONING:  
EXISTING: RT  
PROPOSED: SF-6**

(remainder)  
22,451 ac.  
977,989 sq. ft.  
PLANO DISTRIBUTION  
CENTER, LTD.  
(VOL. 4786, PG. 2890)

**ZONING:  
RT**

PLANO DISTRIBUTION  
CENTER, LTD.  
(VOL. 4833, PG. 5449)

FLEXTRONICS INTERNATIONAL  
USA, INC  
(VOL. 4804, PG. 2286)

DOUGLAS OTTO  
MIDDLE SCHOOL  
(DOC. NO. 20090911010002330)  
O.P.R.C.C.T.

**ZONING:  
RT**

**TRACT 2**  
LEGAL DESCRIPTION  
32.907 ACRES

BEING a tract of land situated in the JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 633, City of Plano, Collin County, Texas and being part of that tract described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Plano Distribution Center, Ltd., as recorded in Document No. 2009-01080002330, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Catehue Land and Development Corporation, as recorded in Volume 5575, Page 381, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the approximate centerline of Plano Parkway, a variable width right-of-way, with the approximate centerline of North Star Road, a variable width right-of-way;

THENCE Easterly, with said approximate centerline of Plano Parkway, the following three (3) courses and distances:

South 78 degrees 45 minutes 58 seconds East, a distance of 2,022.42 feet to a point for corner at the beginning of a curve to the left having a central angle of 12 degrees 12 minutes 31 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 84 degrees 52 minutes 14 seconds East, 212.68 feet;

Easterly, with said curve to the left, an arc distance of 213.08 feet to a point for corner;

North 89 degrees 00 minutes 04 seconds East, a distance of 11.25 feet to a point for the intersection of said approximate centerline of Plano Parkway with the west line of Bradshaw Drive, a variable width right-of-way;

THENCE South 00 degrees 22 minutes 57 seconds East, leaving said approximate centerline of Plano Parkway and with said west line, a distance of 300.94 feet to a point for corner;

THENCE North 89 degrees 13 minutes 29 seconds West, leaving said west line, a distance of 1,399.92 feet to a point for corner;

THENCE South 00 degrees 41 minutes 36 seconds West, a distance of 687.62 feet to a point for corner in the above mentioned approximate centerline of North Star Road;

THENCE Northwesterly, with said approximate centerline of North Star Road, the following three (3) courses and distances:

North 70 degrees 36 minutes 23 seconds West, a distance of 191.22 feet to a point for corner at the beginning of a curve to the right having a central angle of 72 degrees 09 minutes 56 seconds, a radius of 945.50 feet and a chord bearing and distance of North 34 degrees 31 minutes 25 seconds West, 1,113.71 feet;

Northwesterly, with said curve to the right, on an arc distance of 1,180.83 feet to a point for corner;

North 01 degrees 33 minutes 33 seconds East, a distance of 401.45 feet to the POINT OF BEGINNING and containing 32.907 acres of land, more or less.

INDUSTRIAL DEVELOPMENTS  
INTERNATIONAL (TEXAS), L.P.  
(VOL. 4982, PG. 1842)  
(DOC. NO. 2001-0101421)  
O.P.R.C.C.T.

**ZONING:  
SF-A**

CITY OF PLANO  
PLANO PARKWAY (EXISTING 110' ROW)  
O.P.R.C.C.T.

INDUSTRIAL DEVELOPMENTS  
INTERNATIONAL (TEXAS), L.P.  
(VOL. 4982, PG. 1842)  
(DOC. NO. 2001-0101421)  
O.P.R.C.C.T.

**ZONING:  
SF-6**

OWNER/APPLICANT:  
Plano Distribution Center, Ltd.  
15725 N. Dallas Parkway, Suite 250  
Addicks, TX 75001  
Contact: Ron Crowell

OWNER/APPLICANT:  
Prologis Logistics Services Inc. c/o Prologis Inc.  
2501 N. Harwood Suite 2450  
Dallas, TX 75201  
Reid Dunbar

OWNER/APPLICANT:  
Union Pacific Railroad Company  
1400 Douglas Street Mail Stop 1690  
Omaha, NE 68179  
Tony K. Love

PLANNER/ENGINEER/SURVEYOR:  
Dowdrey, Anderson & Associates, Inc.  
5225 Village Creek Drive, Ste. 200  
Plano, TX 75093  
Contact: Matt Alexander

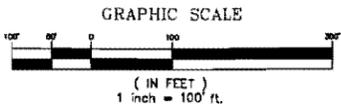


EXHIBIT PREPARED: SEPTEMBER 19, 2012  
EXHIBIT REVISED: NOVEMBER 2, 2012

**ZONING EXHIBIT**  
**ZONING CASE# 2012-31**  
**REZONE 56.6 +/- ACRES FROM RT TO SF-6**  
**HUDSON HEIGHTS**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

PLANNER/ENGINEER  
**DOWDREY, ANDERSON & ASSOCIATES, INC.**  
5225 Village Creek Drive, Ste. 200  
Plano, Texas 75093 972-931-0894



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 14, 2013		
Department:		Customer & Utility Services Department		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #):		<b>Tony Han 972-941-5128</b> <b>Jane Howell 972-941-7172</b>		
<b>CAPTION</b>				
<p><b>An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-10-15 codified as Section 21-147, Water Charges, of Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to include charges for water meters up to ¾ inch in size and providing a repealer clause, a severability clause, a savings clause, and an effective date.</b></p>				
<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>2012-13</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	<b>0</b>
This Item	0	0	0	0
<b>BALANCE</b>	0	<b>0</b>	0	<b>0</b>
<b>FUND(s):</b> WATER & SEWER FUND				
<p><b>COMMENTS:</b> Approval of this item will correct a typographical error that addresses water meters up to ¾ inch in size. This change has no impact to the 2012-13 Water &amp; Sewer Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Corrections to the Water &amp; Sewer Ordinance verbiage relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>On October 22, 2012, Plano City Council approved a water rate increase Ordinance that included ¾ inch water meters. Through an audit process, Customer &amp; Utility Services found several meters in the field that were smaller than ¾ inch in size. This agenda item is to correct the previously approved ordinance to include charges for water meters up to ¾ inch in size. This item has no billing and budgetary impact since meters ¾ inch and smaller have the same charges.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-10-15 codified as Section 21-147, Water Charges, of Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to include charges for water meters up to ¾ inch in size and providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on October 22, 2012 the City Council of the City of Plano enacted Ordinance No. 2012-10-15 amending the fee schedules for water service provided in the City; and

**WHEREAS**, it is necessary to amend the ordinance to include charges for water meters up to ¾ inch in size; and

**WHEREAS**, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano that Section 21-147 of the Code of Ordinances be amended to include charges for water meters up to ¾ inch in size as set forth herein.

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

**Section I.** *Section 21-147, Water Charges, of Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“For Services Rendered on or after January 15, 2013:

**Sec. 21-147. Water charges.**

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

a. Minimum charge.

1.	Up to 3/4 inch.....	\$18.62
2.	1 inch.....	18.62
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001 - 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	5,001 – 20,000gallons (per 1,000 gallons).....	2.21
4.	All over 20,000 gallons (per 1,000 gallons).....	4.42

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

1.	Up to 3/4 inch.....	\$18.62
2.	1 inch.....	42.06
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06
5.	3 inch.....	257.10
6.	4 inch.....	400.16
7.	6 inch.....	797.35
8.	8 inch.....	1273.98
9.	10 inch.....	1830.19

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001- 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	All over 5,000 gallons (per 1,000 gallons).....	2.21

(3) **Separately metered irrigation use.**

a. Minimum charge.

1.	Up to 3/4 inch.....	\$18.62
2.	1 inch (Residential).....	18.62
2.	1 inch (Commercial).....	42.06
3.	1 1/2 inch.....	82.41
4.	2 inch.....	130.06
5.	3 inch.....	257.10
6.	4 inch.....	400.16
7.	6 inch.....	797.35
8.	8 inch.....	1273.98
9.	10 inch.....	1830.19

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001- 5,000 gallons (per 1,000 gallons).....	\$0.43
3.	5,001 – 20,000 gallons (per 1,000 gallons).....	2.21
4.	All over 20,000 gallons (per 1,000 gallons).....	4.42”

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

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

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

**Section V.** This Ordinance shall become effective January 14, 2013 upon its passage.

**DULY PASSED AND APPROVED** this the 14th day of January, 2013.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, City Secretary

**APPROVED AS TO FORM:**

---

Diane C. Wetherbee, City Attorney



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Janette Weedon (x. 7146)</b>				
<b>CAPTION</b>				
A Public Hearing to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.				
<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>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the public hearing relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The public hearing provides the citizens and residents of the City of Plano with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.				
List of Supporting Documents: Preliminary 2013 Bond Referendum Project List			Other Departments, Boards, Commissions or Agencies	

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS  
AS OF DECEMBER 19, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
<b><u>Facilities</u></b>					
Space Assessment	1,000,000	-	-	-	1,000,000
O&M	-	-	-	-	-
<b>Total Facility Authority Needed</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000,000</b>
<b>Total O&amp;M</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Community &amp; Economic Redevelopment</u></b>					
Community/Economic Redevelopment	20,000,000	-	-	-	20,000,000
O&M	-	-	-	-	-
Linear Park & Open Space	20,000,000	-	-	-	20,000,000
O&M	-	-	-	-	-
<b>Total Community &amp; Economic Redevelopment Authority Needed</b>	<b>40,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000,000</b>
<b>Total O&amp;M</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Park Improvements</u></b>					
Recreational Trails	-	-	5,000,000	5,000,000	10,000,000
O&M	-	-	-	150,000	150,000
Oak Point Park and Nature Preserve	6,000,000	-	-	-	6,000,000
O&M	-	200,000	200,000	-	400,000
Park Improvements	1,000,000	2,000,000	2,000,000	2,000,000	7,000,000
O&M	-	-	250,000	250,000	500,000
Carpenter Park Renovation	600,000	5,400,000	-	-	6,000,000
O&M	-	-	-	-	-
<b>Total Park Authority Needed</b>	<b>7,600,000</b>	<b>7,400,000</b>	<b>7,000,000</b>	<b>7,000,000</b>	<b>29,000,000</b>
<b>Total O&amp;M</b>	<b>-</b>	<b>200,000</b>	<b>450,000</b>	<b>400,000</b>	<b>1,050,000</b>
<b><u>Recreation Center</u></b>					
Jack Carter Pool Renovations	700,000	6,800,000	-	-	7,500,000
O&M	-	-	106,955	106,955	213,910
High Point Tennis Center Renovation	-	300,000	2,200,000	-	2,500,000
O&M	-	-	10,000	10,000	20,000
Liberty Recreation Center Expansion & Renovation	-	-	300,000	2,200,000	2,500,000
O&M	-	-	-	170,000	170,000
<b>Total Recreation Center Authority Needed</b>	<b>700,000</b>	<b>7,100,000</b>	<b>2,500,000</b>	<b>2,200,000</b>	<b>12,500,000</b>
<b>Total O&amp;M</b>	<b>-</b>	<b>-</b>	<b>116,955</b>	<b>286,955</b>	<b>403,910</b>

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS  
AS OF DECEMBER 19, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
<b><u>Street Improvements</u></b>					
* 18th Street - G Ave to West of K Ave	-	200,000	1,013,000	-	1,213,000
* 18th Street - Jupiter to Dale Drive	-	120,000	1,000,000	-	1,120,000
* Alley Recon - Prairie Creek & Cloisters	241,000	-	-	-	241,000
* Alley Reconstruction	340,000	340,000	340,000	340,000	1,360,000
* Barrier Free Ramps & Sidewalks	100,000	100,000	100,000	100,000	400,000
Brand Road - S of 544 to City Limits	-	-	-	60,000	60,000
* Brennan, Knollwood & Casa Grande	150,000	1,200,000	-	-	1,350,000
* Bridge Inspection/Repair	1,060,000	-	-	-	1,060,000
Chaparral Bridge (south half) @ Cottonwood Creek	-	-	200,000	1,000,000	1,200,000
* Computerized Signal System	250,000	250,000	250,000	250,000	1,000,000
* Dallas North Estates	170,000	1,783,000	-	-	1,953,000
* Dallas North Estates 2	-	91,000	759,000	-	850,000
* Dallas North Estates 3	500,000	-	-	-	500,000
* Dallas North Estates 5	200,000	1,822,000	-	-	2,022,000
DNT Ramp Changes	2,500,000	-	-	-	2,500,000
* East Side Entryway	240,000	-	-	-	240,000
* F Ave. and 14th St. Reconstruction	30,000	433,000	-	-	463,000
Intersection Imp. - Jupiter @ PBGT	353,000	-	-	-	353,000
Intersection Improvements	850,000	850,000	850,000	850,000	3,400,000
* Landscaping Street Enhancements	220,000	241,000	-	-	461,000
Legacy Drive Corridor Improvements	1,382,000	-	-	-	1,382,000
Los Rios - Jupiter to Parker, Phase 2	-	-	-	120,000	120,000
Los Rios/North Star - City Limits - 14th Street	-	-	200,000	1,800,000	2,000,000
* Marsh - Park to Parker	96,000	872,000	-	-	968,000
* Meadows Addition, Phase II	-	120,000	2,210,000	-	2,330,000
* Miscellaneous Right of Way	10,000	10,000	10,000	10,000	40,000
* New Concrete Alleys	100,000	100,000	100,000	100,000	400,000
* Oversize Participation	100,000	100,000	100,000	100,000	400,000
* Park - Shiloh to East City Limit	-	-	-	1,988,000	1,988,000
Parker Road Corridor Improvements	2,315,000	-	-	-	2,315,000
Preston Road Corridor Improvements	993,000	-	-	-	993,000
Preston/Plano Parkway Intersection	-	1,650,000	500,000	-	2,150,000
* Redevelopment Street Improvements	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Ridgeview - S.H. 121 to Coit	-	-	700,000	1,800,000	2,500,000
* Roadway Median Landscaping	55,000	55,000	55,000	55,000	220,000
* Robin Road & Royal Oaks Drive	1,302,000	-	-	-	1,302,000
* Screening Wall Reconstruction	550,000	550,000	550,000	550,000	2,200,000
Shiloh - 14th Street to Park Boulevard	-	300,000	2,947,000	-	3,247,000
Spring Creek at Coit Intersection Imp.	-	838,000	700,000	-	1,538,000
* Spring Creek North & South Service Roads	247,000	2,301,000	-	-	2,548,000
Spring Creek Pkwy - Park to Parker	-	-	500,000	5,000,000	5,500,000
* Street Lighting	10,000	10,000	10,000	10,000	40,000
* Street Reconstruction	1,000,000	1,000,000	1,000,000	6,000,000	9,000,000
* Traffic Signalization	500,000	500,000	500,000	500,000	2,000,000
* Westwood - 15th Street to Janwood	1,290,000	-	-	-	1,290,000
Windhaven - City Limit to Spring Creek	2,447,000	500,000	-	-	2,947,000
<b>Total Street Improvements</b>	<b>20,601,000</b>	<b>17,336,000</b>	<b>15,594,000</b>	<b>21,633,000</b>	<b>75,164,000</b>
<i>Revenue from Collin County</i>	<i>1,852,000</i>	<i>574,600</i>	<i>2,698,000</i>	<i>5,315,000</i>	<i>10,439,600</i>
<i>Revenue from RTR</i>	<i>2,646,400</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>2,646,400</i>
<i>Revenue from Denton County</i>	<i>96,000</i>	<i>872,000</i>	<i>-</i>	<i>-</i>	<i>968,000</i>
<i>Federal</i>	<i>1,957,600</i>	<i>2,390,400</i>	<i>-</i>	<i>-</i>	<i>4,348,000</i>
<i>Total Revenue Reimbursement</i>	<i>6,552,000</i>	<i>3,837,000</i>	<i>2,698,000</i>	<i>5,315,000</i>	<i>18,402,000</i>
<b>Total Street Improvements Authority Needed</b>	<b>14,049,000</b>	<b>13,499,000</b>	<b>12,896,000</b>	<b>16,318,000</b>	<b>56,762,000</b>

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS  
AS OF DECEMBER 19, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
<b>TOTAL PROJECTED AUTHORITY NEEDED</b>	<b>63,349,000</b>	<b>27,999,000</b>	<b>22,396,000</b>	<b>25,518,000</b>	<b>139,262,000</b>
<b><u>Revocation</u></b>					
<i>Creative &amp; Performing Arts Facility</i>	<i>(14,192,000)</i>	-	-	-	<i>(14,192,000)</i>
<b>NET NEW AUTHORITY NEEDED</b>	<b>49,157,000</b>	<b>27,999,000</b>	<b>22,396,000</b>	<b>25,518,000</b>	<b>125,070,000</b>
<b>TOTAL PROJECTED O&amp;M</b>	<b>-</b>	<b>200,000</b>	<b>566,955</b>	<b>686,955</b>	<b>1,453,910</b>

\* Street projects with NO outside funding

Street projects with outside funding

## 2013 BOND REFERENDUM PROJECT DESCRIPTIONS

### **FACILITY PROJECTS**

#### ***Space Assessment***

Assessment of Citywide space needs.

### **COMMUNITY & ECONOMIC REDEVELOPMENT**

#### ***Community & Economic Redevelopment***

Community & Economic Redevelopment.

#### ***Linear Park & Open Space***

Linear park of trails and open space.

### **PARK IMPROVEMENTS PROJECTS**

#### ***Recreational Trails***

Continued development of recreational trails in accordance with the Parks and Recreation Element of the Comprehensive Plan and for the development of run facilities for 5k, 10k and Half Marathon events.

#### ***Oak Point Park and Nature Preserve***

Continued development to include special event facilities, music festival improvements, parking, additional concrete recreational trails, additional pavilions, shade structures and playgrounds.

#### ***Park Improvements***

Continued development and renovation of parks to include sidewalks, irrigation systems, playgrounds, playground shade structures, fences, drainage improvements, restrooms, irrigation systems, picnic areas, outdoor low impact turf exercise areas, parking additions and other typical park improvements.

#### ***Carpenter Park Renovation***

Complete renovation of the 28 year old athletic complex to include updating of fields to meet current allocation demands, replacement of the lighting system including light poles, new irrigation system, additional parking, new restroom concession stands, drainage improvements and playground replacement.

## **RECREATION CENTER PROJECTS**

### ***Jack Carter Pool Renovations***

Complete renovation to include a new 50 meter pool, new pump/filter building, new locker rooms and the additional of recreational pools with recreational amenities.

### ***High Point Tennis Center Renovation***

Complete Renovation to included replacement of the pro-shop, sidewalks, fences, landscaping, irrigation and playground with additional parking improvements and the addition of shade structures.

### ***Liberty Recreation Center Expansion & Renovation***

Expansion and renovation to included expanded fitness areas with over 55 exercise amenities, classroom improvements, and outdoor pool amenities.

## **STREET IMPROVEMENT PROJECTS**

### ***18th Street - G Ave to West of K Ave***

Reconstruction of existing roadway with finished sidewalks and landscaped roadways.

### ***18th Street - Jupiter to Dale Drive***

Complete reconstruction of the existing street, sidewalks and drive approaches in conjunction with storm drainage improvements.

### ***Alley Recon - Prairie Creek & Cloisters***

Removal and replacement of pavement in the following alleys:

- North side of Knollwood, south of Meadowbrook;
- North of Mollimar from Independence to Dorchester;
- South side of Park Boulevard from Dorchester to Stratford;
- Between Guinevere and Noble Oaks;
- South of Clinton, serving lots fronting on Mariposa
- South of Bengal and west of Roundrock.

### ***Alley Reconstruction***

Reconstruction of deteriorated concrete alleys.

### ***Barrier Free Ramps & Sidewalks***

Construct ramps in residential neighborhoods and major thoroughfares to meet ADA standards. This project will include additional sidewalks along US 75 around Parker Rd.

### ***Brand Road - S of 544 to City Limits***

Widen existing four lanes of Brand Road to a six-lane divided thoroughfare from south of F.M. 544 to the City limits.

### ***Brennan, Knollwood & Casa Grande***

Reconstruction of existing street, sidewalks and drive approaches at the following locations:

- Brennan Drive from Greenway west to alley - 730 LF
- Knollwood Drive from Prairie Creek west to cul de sac - 850 LF
- Knollwood Court from Dorchester east to cul de sac - 510 LF
- Casa Grande from Blue Mesa to Isle Royale - 457 LF

### ***Bridge Inspection/Repair***

Evaluation of TxDOT bridge inspection reports and field visits to determine improvements.

### ***Chaparral Bridge (south half) @ Cottonwood Creek***

Construction of a four-lane bridge on Chaparral Road over Cottonwood Creek.

### ***Computerized Signal System***

Control all signalized intersections via a traffic control center. All current and future signals will be connected to the control center. This project includes the installation of video cameras at critical intersections to monitor the traffic first hand. This will be an on-going project with upgrades and improvements made when appropriate. Establishment of wireless (microwave) communication links between the Traffic Management Center and the existing and proposed camera locations are also included.

### ***Dallas North Estates***

Complete reconstruction of streets, sidewalks and drive approaches in the Dallas North subdivision. Specific locations include:

- Amherst Drive - Fernwood to Brentwood
- Brentwood Drive - 15th Street to Janwood
- Crestridge Drive - 15th Street to Janwood
- Drexel Drive - Amherst to Janwood.

### ***Dallas North Estates 2***

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Fernwood - Westwood to Edgefield
- Glenwick - Westwood to Edgefield
- Aldridge - Westwood to Edgefield

### ***Dallas North Estates 3***

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Edgefield - Janwood to Springbrook
- Linden - Edgefield to Ridgefield
- Meadowcrest - Springbrook to Ridgefield

### ***Dallas North Estates 5***

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Ridgefield/Quill - Springbrook to Meadowcrest
- Potomac - Springbrook to Ridgefield
- Oakhill - Springbrook to Ridgefield
- Northridge - Springbrook to Ridgefield

### ***DNT Ramp Changes***

Construction of ramp changes on the Dallas North Toll road.

### ***East Side Entryway***

Construction of entryway features east of U.S.75 to create more aesthetically appearing roadways. Specific projects include:

- RT Corner Treatments (50% City matching)
- Parker Road Enhancements
- Entry Features (to be decided)

### ***F Ave. and 14th St. Reconstruction***

Replacement of paving on F Avenue from 13th/14th Connector to 14th Street and on 14th Street from E Avenue to F Avenue.

### ***Intersection Imp. - Jupiter @ PBGT***

Improvements to the Jupiter Road and President George Bush Toll way intersection to provide a double right turn lane for southbound traffic on to westbound PGBT and an acceleration lane on the PGBT westbound service road.

### ***Intersection Improvements***

Intersection improvements at five locations throughout the City, specifically:

- Legacy Drive at Hedgcoxe Road
- Spring Creek Parkway at Coit Road
- Coit Road at Plano Parkway
- Alma Drive at Plano Parkway
- Spring Creek Parkway at Alma Drive

### ***Landscaping Street Enhancements***

Construction of additional entryways, landscaping and other enhancements on various roadways throughout the City.

### ***Legacy Drive Corridor Improvements***

Various improvements at intersections along Legacy at US 75, Alma, Custer, K Avenue and Independence.

### ***Los Rios - Jupiter to Parker, Phase 2***

Construction of the remaining half of a four-lane divided thoroughfare for Los Rios, north of Parker.

### ***Los Rios/North Star - City Limits - 14th Street***

Widen existing four lanes of Los Rios from 14th Street to Plano Parkway and North Star from Plano Parkway to South City Limits to a six-lane divided thoroughfare.

***Marsh - Park to Parker***

Widen Marsh Lane to a six-lane divided thoroughfare between Park to Parker.

***Meadows Addition, Phase II***

Complete reconstruction of street, drainage, sidewalks and drive approaches in the Meadows #1 area - Rigsbee Drive - 14th Street to 150 feet north of 18th Street.

***Miscellaneous Right of Way***

Acquisition of miscellaneous right-of-way required prior to construction of roadways.

***New Concrete Alleys***

Construct concrete alleys to replace dirt alley locations.

***Oversize Participation***

Participation with developers for various oversize paving and drainage improvements.

***Park - Shiloh to East City Limit***

Widen Park Boulevard from the existing four lanes to a six-lane divided thoroughfare from Shiloh to the east City limit.

***Parker Road Corridor Improvements***

Various intersection improvements at Coit, Independence and Alma.

***Preston Road Corridor Improvements***

Various intersection improvements along Preston Road at Tennyson, Headquarters, Hedgoxe, Spring Creek and Parker.

***Preston/Plano Parkway Intersection***

Construction of at-grade intersection improvements.

***Redevelopment Street Improvements***

As areas of the City begin redeveloping, it will be necessary for the City to make various street improvements to facilitate the development. These funds will be used to build new streets and reconstruct existing substandard streets.

***Ridgeview - S.H. 121 to Coit***

Construction of a four-lane divided thoroughfare on Ridgeview Drive from S.H. 121 to Coit Road.

***Roadway Median Landscaping***

Landscaping of thoroughfare medians throughout the City when water restrictions permit.

***Robin Road & Royal Oaks Drive***

Complete reconstruction of existing street pavement and sidewalks on the following streets: Robin Road - Linda Lane to Independence Parkway; and Royal Oaks Drive - Charter Oak Drive to Peachtree Lane.

***Screening Wall Reconstruction***

Complete reconstruction of concrete screening walls along major thoroughfares.

***Shiloh - 14th Street to Park Boulevard***

Construction of the two eastern lanes to complete a four-lane divided thoroughfare.

***Spring Creek at Coit Intersection Imp.***

Construction of at-grade intersection improvements at Spring Creek Parkway and Coit Road.

***Spring Creek North & South Service Roads***

Complete reconstruction of existing street pavement and sidewalk from Blue Ridge Trail to Alma Drive.

***Spring Creek Pkwy - Park to Parker***

Construction of the eastern two lanes to complete a four-lane divided thoroughfare.

***Street Lighting***

Installation of conduit and concrete bases for street lighting along major thoroughfare.

***Street Reconstruction***

Complete reconstruction of concrete streets.

***Traffic Signalization***

Construction of new traffic signals at locations to be determined and upgrades of older traffic signal assemblies in medians with larger pole and 44-foot mast arm at various locations.

***Westwood - 15th Street to Janwood***

Complete reconstruction of street and sidewalks with storm drainage improvements.

***Windhaven - City Limit to Spring Creek***

Widen Windhaven Parkway from the City limit to Spring Creek Parkway.

**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 5**  
**PUBLIC HEARING: ZONING CASE 2012-30**  
**APPLICANT: CITY OF PLANO**

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), and Subsection 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance regarding farmers' markets. Tabled on November 5, 2012 and November 19, 2012.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval with the following: (Additions are indicated in underlined text and deletions are shown as strike through text)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to include the following definition for farmers' market use:

Farmers' Market

The retail sale of farm produce by A farmers' market is an establishment or location used by farmers and other individual vendors within a covered lease space, for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of any type of meat, fish or poultry, eggs, refrigerated dairy products, and home canned or packaged items shall be prohibited primarily for retail sale of food products that meet all applicable federal, state, and local laws regulating the preparation and sale of such products.

Amend Subsection 2.502 (Schedule of Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow farmers' market by right in the Retail zoning district, and with Specific Use the Permit in the Central Business-1 and the Urban Mixed-Use zoning districts as follows:

**Nonresidential Zoning Districts**

Permitted Uses	Category														
		O-1 - Neighborhood Office													
		O-2 - General Office													
		R - Retail	P												
		BG - Downtown Business/Government	S												
		LC - Light Commercial	P												
		CE - Commercial Employment													
		CB-1 - Central Business-1	IS												
		LI-1 - Light Industrial-1	S												
		LI-2 - Light Industrial-2	S												
		RE - Regional Employment													
		RC - Regional Commercial													
		RT - Research/Technology Center													
		CC - Corridor Commercial	P												
		UMU – Urban Mixed-Use	IS												
<u>Farmers' Market</u>	Retail														

Amend Subsection 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) as follows:

- ~~1.~~ All farmers' market shall be located in a covered space providing shelter for vendors and customers.
- ~~1.~~ ~~2.~~ All vendor facilities shall be located on a concrete or asphalt surface providing adequate drainage.
- ~~2.~~ ~~3.~~ A maximum of 20% of the vendor stalls may be leased to vendors of non-food products.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

BM/sf

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 5**

**Public Hearing:** Zoning Case 2012-30

**Applicant:** City of Plano

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**DESCRIPTION:**

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), and Subsection 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance regarding farmers' markets.

**REMARKS:**

On September 22, 2012, the Planning & Zoning Commission called a public hearing to consider amendments to the Zoning Ordinance regarding farmers' markets, including amending the definition, supplementary regulations where necessary, and schedule of permitted uses (use charts) to determine appropriate districts in which to allow the use.

Currently, the Zoning Ordinance defines farmers' market as "the retail sale of farm produce by individual vendors within a covered lease space, for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of any type of meat, fish or poultry, eggs, refrigerated dairy products, and home canned or packaged items shall be prohibited".

Section 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance also requires all farmers' markets to be located in a covered space providing shelter for vendors and customers. Vendor facilities are to be located on a concrete surface providing adequate drainage. Additionally, a maximum of 20% of the vendor stalls could be leased to vendors of non-food articles.

Farmers' markets are currently allowed by right in the Light Commercial (LC) and Corridor Commercial (CC) zoning districts. They are allowed with a specific use permit (SUP) in the Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), and Downtown Business/Government (BG) zoning districts.

## Proposed Amendments

### Definition:

The challenge with the current farmers' market definition is that it specifies the food items that can be sold at a farmers' market. This is difficult from a zoning and land use perspective to enforce since the monitoring of items sold would be performed by the Property Standards Department since they enforce zoning regulations. Additionally, whether produce, meats, flowers, hay bales, or nuts are sold does not affect the overall land use compatibility of a farmers' market with surrounding land uses. Staff recommends a definition that does not stipulate items to be sold at farmers' markets since food items and food safety issues are regulated by the Health Department and the city Code of Ordinances. Therefore, staff recommends a broader definition that regulates the land use aspect of farmers' markets, and allows the Health Department and Code of Ordinances to regulate the specific food items that are sold at farmers' markets. Staff recommends the farmers' market definition be amended as follows:

The retail sale of farm produce by A farmers' market is an establishment or location used by farmers and other individual vendors within a covered lease space, for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of any type of meat, fish or poultry, eggs, refrigerated dairy products, and home canned or packaged items shall be prohibited primarily for retail sale of food products that meet all applicable federal, state, and local laws regulating the preparation and sale of such products.

### Zoning Districts:

Currently farmers' markets are prohibited in the Retail (R) zoning district. Since farmers' markets are a retail use allowing for the retail sale of food products similar to grocery stores, it is appropriate that a farmers' market be allowed by right in the R zoning district. In addition, farmers' markets are an allowed use with an SUP in the BG zoning district, however the use is not allowed within the Central Business-1 (CB-1) district. Since the CB-1 district permits businesses similar to the BG district and both districts allow for urban mixed-use development where it could be appropriate to have a farmers' market, it is proper to allow farmers' market in the CB-1 district with the approval of an SUP. In addition, staff also believes that farmers' markets would be appropriate with an SUP in the newly created Urban Mixed-Use (UMU) zoning district. Staff recommends that farmers' markets be allowed by right in the R zoning district, and with an SUP in the CB-1 and the UMU zoning districts. Staff recommends the following changes to the use chart:

## Nonresidential Zoning Districts

Permitted Uses	Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial	UMU – Urban Mixed-Use
<u>Farmers' Market</u>	Retail			<u>P</u>	<u>S</u>	<u>P</u>		<u>IS</u>	<u>S</u>	<u>S</u>				<u>P</u>	<u>IS</u>

### Supplementary Regulations:

As stated previously, Section 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance includes additional regulations that require farmers' markets to be covered, located on concrete surfaces, and allowances for the sale of non-food items. Open air farmers' markets are common place in many cities and throughout the country. As such, staff recommends that the covered space requirement be removed from the supplementary regulations. In addition, since asphalt is an accepted pavement type for parking areas within the city, staff recommends that asphalt be an allowed surface for farmers' markets in addition to concrete surfaces. Staff proposes the following amendments to the current farmers' market supplementary regulations:

- ~~1. All farmers' market shall be located in a covered space providing shelter for vendors and customers.~~
1. 2. All vendor facilities shall be located on a concrete or asphalt surface. ~~providing adequate drainage.~~
2. 3. A maximum of 20% of the vendor stalls may be leased to vendors of non-food products.

### **RECOMMENDATION:**

Recommended for approval subject to the following: (Additions are indicated in underlined text and deletions are shown as strike through text)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to include the following definition for farmers’ market use:

**Farmers’ Market**

The retail sale of farm produce by A farmers’ market is an establishment or location used by farmers and other individual vendors within a covered lease space, for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of any type of meat, fish or poultry, eggs, refrigerated dairy products, and home-canned or packaged items shall be prohibited primarily for retail sale of food products that meet all applicable federal, state, and local laws regulating the preparation and sale of such products.

Amend Subsection 2.502 (Schedule of Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow farmers’ market by right in the Retail zoning district, and with Specific Use the Permit in the Central Business-1 and the Urban Mixed-Use zoning districts as follows:

**Nonresidential Zoning Districts**

Permitted Uses	Category														
		O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial	UMU – Urban Mixed-Use
<u>Farmers’ Market</u>	Retail			P	S	P		S	S	S				P	S

Amend Subsection 3.109 (Farmers’ Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) as follows:

1. ~~All farmers’ market shall be located in a covered space providing shelter for vendors and customers.~~
1. 2. All vendor facilities shall be located on a concrete or asphalt surface, ~~providing adequate drainage.~~

2. ~~3.~~ A maximum of 20% of the vendor stalls may be leased to vendors of non-food products.

## Zoning Case 2012-30

**An Ordinance of the City of Plano, Texas, amending 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), and Subsection 3.109 (Farmers' Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding farmers' markets; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to amend the definition for farmers' market, such portion of the section to read as follows:

1.600 Definitions

Farmers’ Market

A farmers’ market is an establishment or location used by farmers and other individual vendors primarily for retail sale of food products that meet all applicable federal, state, and local laws regulating the preparation and sale of such products.

**Section II.** Subsection 2.502 (Schedule of Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow farmers’ market by right in the Retail zoning district, and with Specific Use Permit in the Central Business-1 and the Urban Mixed-Use zoning districts as follows:

**Nonresidential Zoning Districts**

Permitted Uses	Category													
		O-1 - Neighborhood Office												
		O-2 - General Office												
		R - Retail	P											
		BG - Downtown Business/Government	S											
		LC - Light Commercial	P											
		CE - Commercial Employment												
		CB-1 - Central Business-1	S											
		LI-1 - Light Industrial-1	S											
		LI-2 - Light Industrial-2	S											
		RE - Regional Employment												
		RC - Regional Commercial												
		RT - Research/Technology Center												
		CC - Corridor Commercial	P											
		UMU – Urban Mixed-Use	S											
<u>Farmers’ Market</u>	Retail													

**Section III.** Subsection 3.109 (Farmers’ Market) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such subsection to read in its entirety as follows:

3.109 Farmers’ Markets

1. All vendor facilities shall be located on a concrete or asphalt surface.
2. A maximum of 20% of the vendor stalls may be leased to vendors of non-food products.

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

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

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

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

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

**DULY PASSED AND APPROVED THIS THE 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

**Public Hearing and Consideration of Ordinances Requested in Zoning Cases 2012-32 through 2012-34, and 2012-36 through 2012-40 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.**

- (a) **Zoning Case 2012-32** - To rescind Specific Use Permit #6 for Private Club on 0.1± acre located 190± feet west of U.S. Highway 75, on the north side of Lexington Drive. Zoned Corridor Commercial with Specific Use Permit #6 for Private Club.
- (b) **Zoning Case 2012-33** - To rescind Specific Use Permit #13 for Private Club on 7.0± acres located southeast of the intersection of Country Club Drive and Aliso Road. Zoned Single-Family Residence-7 with Specific User Permit # 13 for Private Club.
- (c) **Zoning Case 2012-34** - To rescind Specific Use Permit #21 for Private Club on 1.0± acre located 350± feet east of Preston Road and on the south side of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay district with Specific Use Permit #21 for Private Club.
- (d) **Zoning Case 2012-36** - To rescind Specific Use Permit #269 for Private Club on 2.0± acres located at the northeast corner of Preston Road and Old Shepard Place. Zoned Planned Development-186-Retail/General Office/Preston Road Overlay District with Specific Use Permit #268 for Restaurant and Specific Use Permit #269 for Private Club.
- (e) **Zoning Case 2012-37** - To rescind Specific Use Permit #295 for Private Club on 206.9± acres located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road. Zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2, and Planned Development-484-Multifamily Residence-2/State Highway 121 Overlay District with Specific Use Permit #294 for Golf Course and Specific Use Permit #295 for Private Club.
- (f) **Zoning Case 2012-38** - To rescind Specific Use Permit #374 for Private Club on 0.1± acre located 80± feet west of K Avenue, 50± feet north of 22nd Street. Zoned Light Commercial with Specific Use Permit #374 for Private Club.
- (g) **Zoning Case 2012-39** - To rescind Specific Use Permit #415 for Private Club on 0.1± acre located 175± feet east of Dallas North Tollway, 1,000±

feet north of Park Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #415 for Private Club.

- (h) **Zoning Case 2012-40** - To rescind Specific Use Permit #459 for Private Club on 0.3± acre located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane. Zoned Corridor Commercial190 Tollway/Plano Parkway Overlay District with Specific Use Permit #459 for Private Club.

All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, as savings, clause, a severability clause, and an effective date.  
Applicant: City of Plano

**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6A**  
**PUBLIC HEARING: ZONING CASE 2012-32**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #6 for Private Club on 0.1± acre located 190± feet west of U.S. Highway 75, on the north side of Lexington Drive. Zoned Corridor Commercial with Specific Use Permit #6 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

JH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2012-32

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #6 for Private Club on 0.1± acre located 190± feet west of U.S. Highway 75, on the north side of Lexington Drive. Zoned Corridor Commercial with Specific Use Permit #6 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #6 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

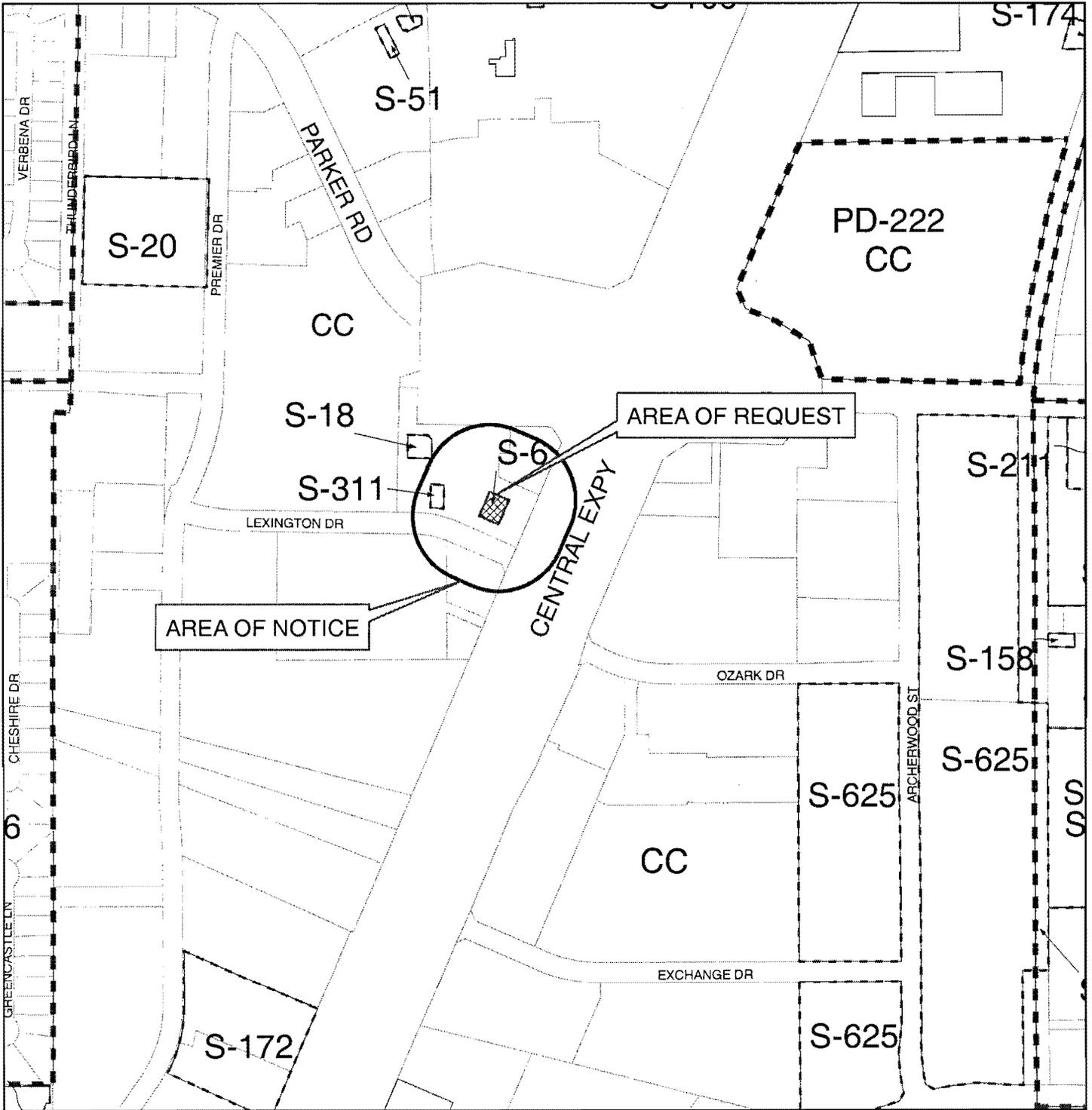
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Sushi Rocks is no longer in operation; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

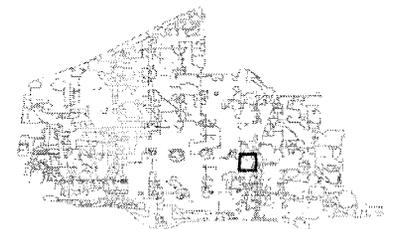
**RECOMMENDATION:**

Recommended for approval as submitted.



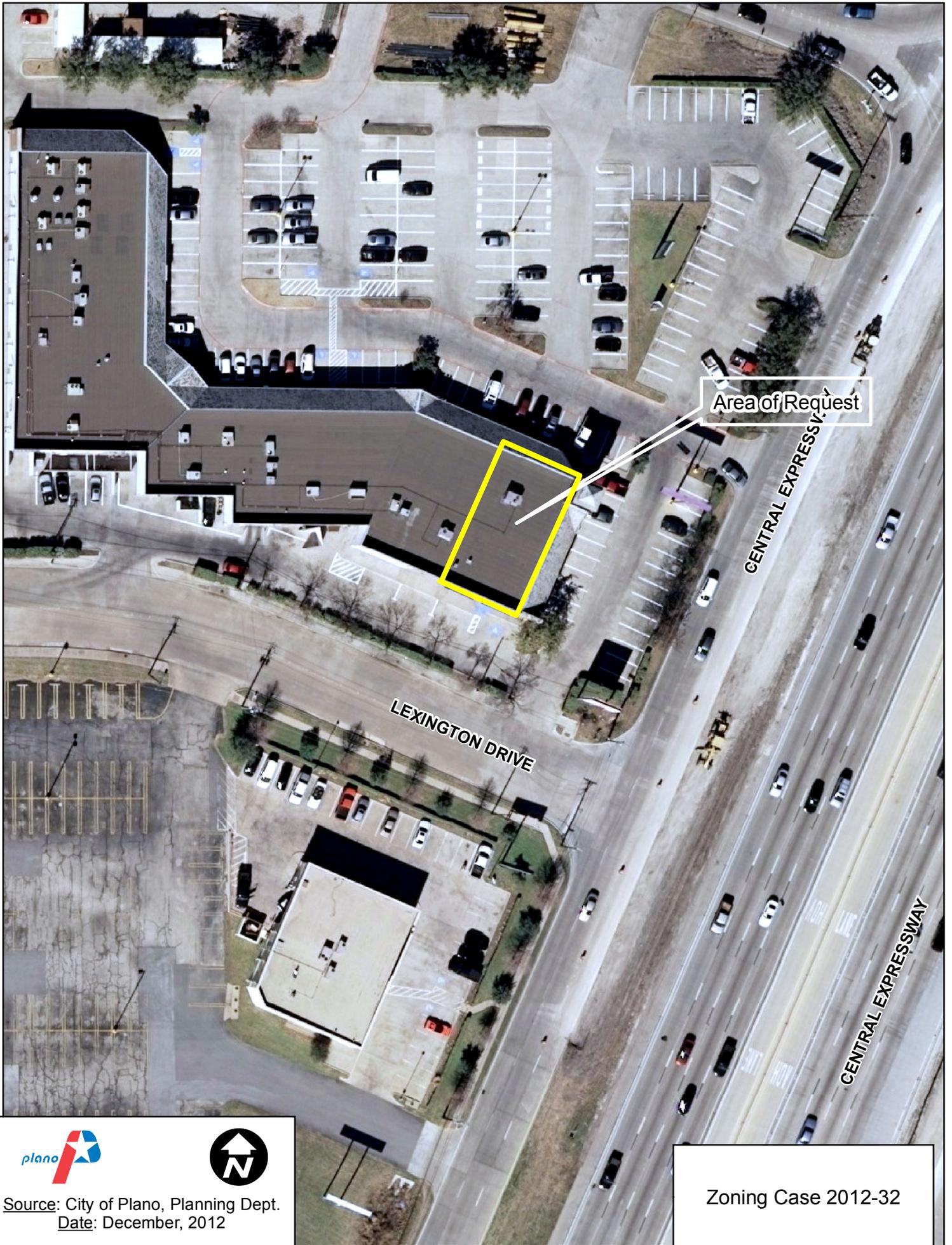
Zoning Case #: 2012-32

Existing Zoning: CORRIDOR COMMERCIAL  
w/SPECIFIC USE PERMIT #6



○ 200' Notification Buffer





Area of Request

CENTRAL EXPRESSWAY

LEXINGTON DRIVE

CENTRAL EXPRESSWAY



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-32

## Zoning Case 2012-32

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 93-10-26; thereby rescinding Specific Use Permit No. 6 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, 190± feet west of U.S. Highway 75, on the north side of Lexington Drive in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 6 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 6 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, located 190± feet west of U.S. Highway 75, on the north side of Lexington Drive in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 6 for the additional use of a Private Club 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.** Ordinance No. 93-10-26 duly passed and approved by the City Council of the City of Plano, Texas, on October 25, 1993, granting Specific Use Permit No. 6 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, 190± feet west of U.S. Highway 75, on the north side of Lexington Drive in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 6 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 6 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-32

BEING a tract of land situated in the G.W. Barnett Survey, Abstract No. 45, Lot 1, Block 1 of Lexington-Central Addition, an addition to the City of Plano as recorded in Cabinet C, Drawer 572, Map Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point situated in the intersection of the westerly line of U.S. Highway No. 75 (a 150-foot right-of-way) and the northerly line of Lexington Drive (a 65-foot right-of-way);

THENCE North, 65° 51' 57" West, departing said U.S. Highway No. 75 and along said Lexington Drive a distance of 78.00 feet to a point;

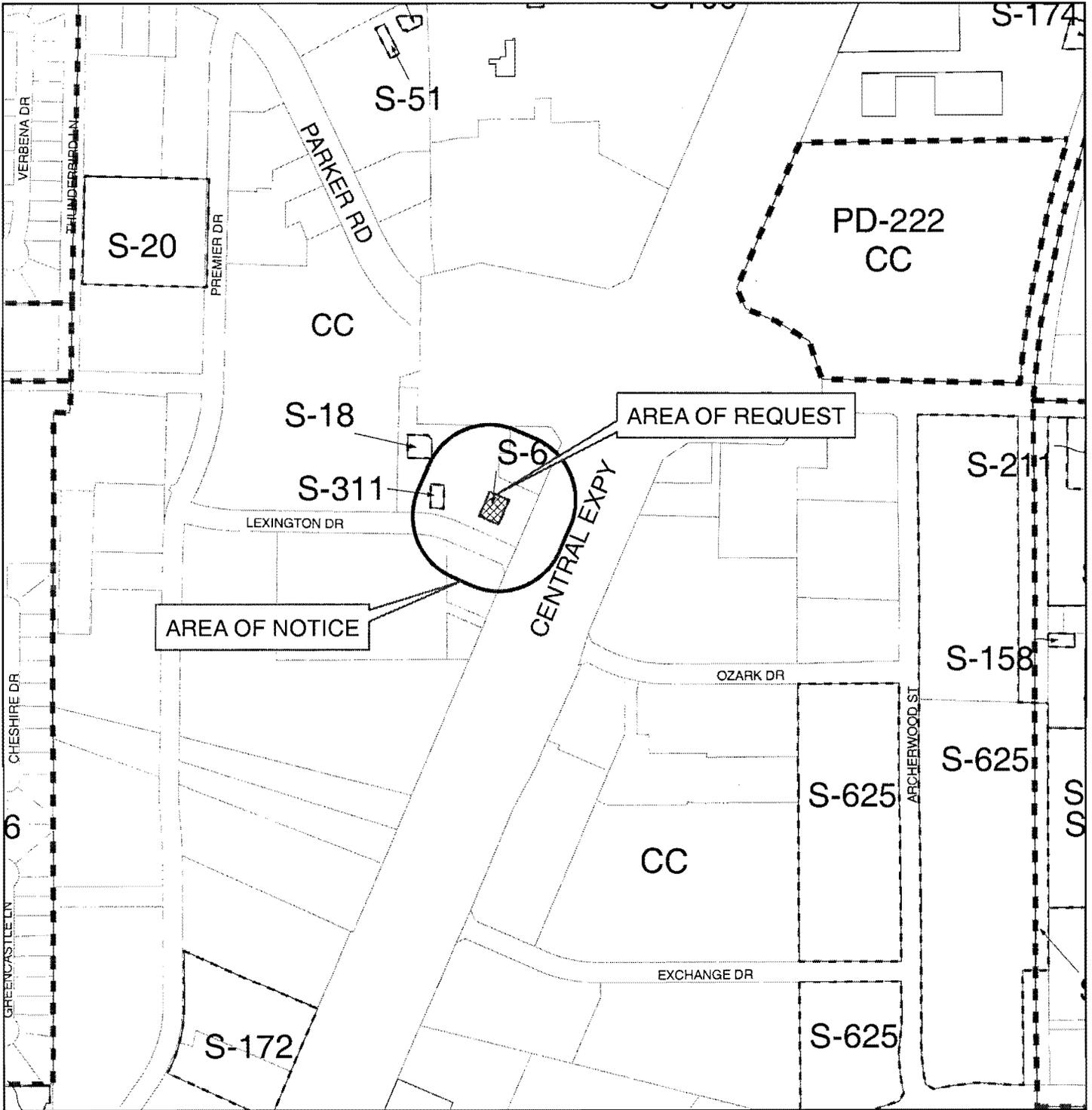
THENCE North, 24° 08' 03" East, departing said Lexington Drive a distance of 41.00 feet to an iron rod set for corner and being the POINT OF BEGINNING;

THENCE North, 65° 51' 57" West, a distance of 64.25 feet to an iron rod set for corner;

THENCE North, 24° 08' 03" East, a distance of 80.00 feet to an iron rod set for corner;

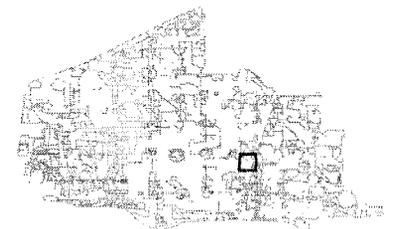
THENCE South, 65° 51' 57" East, a distance of 64.25 feet to an iron rod set for corner;

THENCE South, 24 08' 03 West, a distance of 80.00 feet to the POINT OF BEGINNING and CONTAINING 5,140 square feet of land, or 0.118 acre, more or less.



Zoning Case #: 2012-32

Existing Zoning: CORRIDOR COMMERCIAL  
w/SPECIFIC USE PERMIT #6



○ 200' Notification Buffer



**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6B**  
**PUBLIC HEARING: ZONING CASE 2012-33**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #13 for Private Club on 7.0± acres located southeast of the intersection of Country Club Drive and Aliso Road. Zoned Single Family Residence-7 with Specific Use Permit #13 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

JH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6B**

**Public Hearing:** Zoning Case 2012-33

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #13 for Private Club on 7.0± acres located southeast of the intersection of Country Club Drive and Aliso Road. Zoned Single Family Residence-7 with Specific Use Permit #13 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #13 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

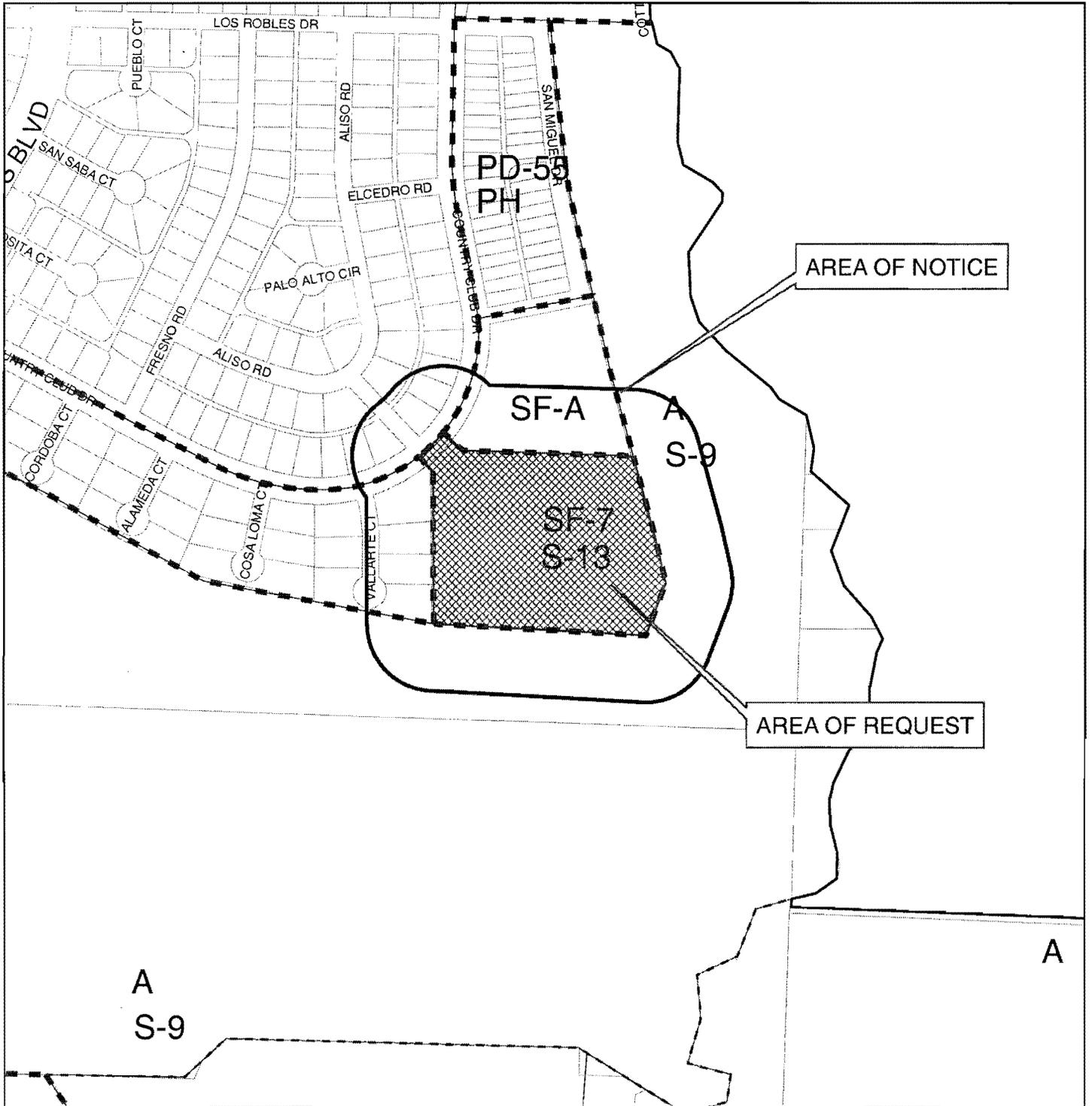
Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Los Rios Country Club has obtained a Mixed Beverage Permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the golf course to sell alcoholic beverages. Staff has not

received a response from the property owner as to whether or not they concur with the removal of the SUP.

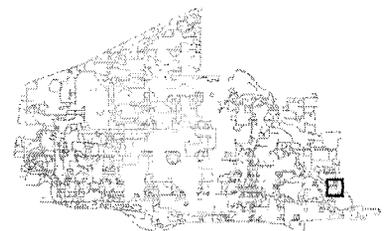
**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2012-33

Existing Zoning: SINGLE-FAMILY RESIDENCE-7  
w/SPECIFIC USE PERMIT #13



○ 200' Notification Buffer



Area of Request



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-33

## Zoning Case 2012-33

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 72-10-15 as it relates to rescinding Specific Use Permit No. 13 for the additional use of a Private Club only on 7.0± acres of land out of the Andrew Piara Survey, Abstract No. 687, located southeast of the intersection of Country Club Drive and Aliso Road in the City of Plano, Collin County, Texas, currently zoned Single-Family Residence-7 with Specific Use Permit No. 13 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 13 for the additional use of a Private Club on 7.0± acres of land out of the Andrew Piara Survey, Abstract No. 687, located southeast of the intersection of Country Club Drive and Aliso Road in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No.13 for the additional use of a Private Club 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.** Ordinance No. 72-10-15 duly passed and approved by the City Council of the City of Plano, Texas, on October 23, 1972, granting Specific Use Permit No. 13 for the additional use of a Private Club on 7.0± acres of land out of the Andrew Piara Survey, Abstract No. 687, located southeast of the intersection of Country Club Drive and Aliso Road in the City

of Plano, Collin County, Texas, currently zoned Single Family Residence-7 with Specific Use Permit No. 13 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed as it relates to the Private Clubs use only. Consequently, Specific Use Permit No. 13 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-33

Being a tract of land located in the Andrew Piara Survey, Abstract 687, in the City of Plano, Collin County, Texas and being more particularly described as follows:

Commencing at an interior northeast property corner of General Portland Land Development Company 692.53 acre tract,

THENCE, South, 89° 56' 48" East, 1,473.63 feet, to a point for corner;

THENCE, South, 07° 29' 03" East. 432.49 feet;

THENCE, South, 12° 23' 51" East, 658.48 feet;

THENCE, South, 14° 44' 23" East. 244.29 feet, to the POINT OF BEGINNING;

THENCE, South, 14° 44' 23" East, 375.18 feet, to a point for corner;

THENCE, South, 19° 36' 27" West, 165.14 feet, to a point for corner;

THENCE, South, 89° 48' 30" West, 625.02 feet, to a point for corner;

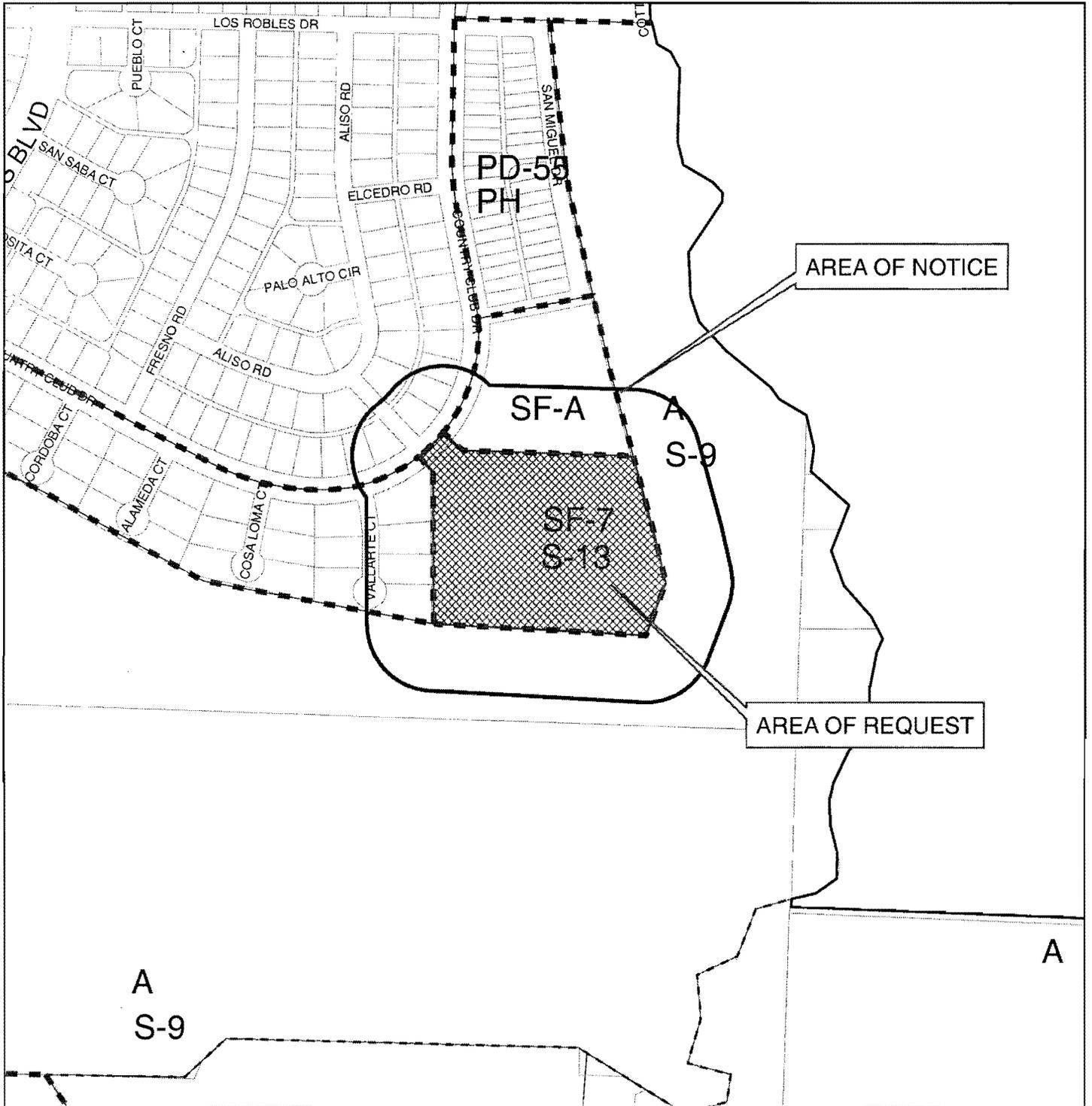
THENCE, North, 00° 11' 30" West, 445.20 feet, to a point for corner;

THENCE, North, 38° 25' 40" West, 71.49 feet, to a point for corner in the centerline of a proposed Country Club Drive, (an 80-foot right-of-way), said point also being the beginning of a curve to the left having a central angle of 11° 07' 31", a radius length of 475.00 feet and a tangent length of 46.26 feet;

THENCE, along said curve 92.23 feet, and along the centerline of the proposed Country Club Drive to the end of curve;

THENCE, South, 49° 33' 11" East, 71.49 feet, to a point for corner;

THENCE, North, 89° 48' 30" East, 510.25 feet, to the POINT OF BEGINNING and CONTAINING 7.707 acres of land.



Zoning Case #: 2012-33

Existing Zoning: SINGLE-FAMILY RESIDENCE-7  
w/SPECIFIC USE PERMIT #13



○ 200' Notification Buffer

**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6C**  
**PUBLIC HEARING: ZONING CASE 2012-34**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #21 for Private Club on 1.0± acre located 350± feet east of Preston Road and on the south side of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay District with Specific Use Permit #21 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

JH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6C**

**Public Hearing:** Zoning Case 2012-34

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #21 for Private Club on 1.0± acre located 350± feet east of Preston Road and on the south side of Park Boulevard. Zoned Planned Development-189-Retail/General Office/Preston Road Overlay District with Specific Use Permit #21 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #21 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous Specific Use Permits for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

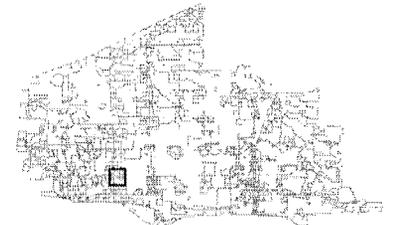
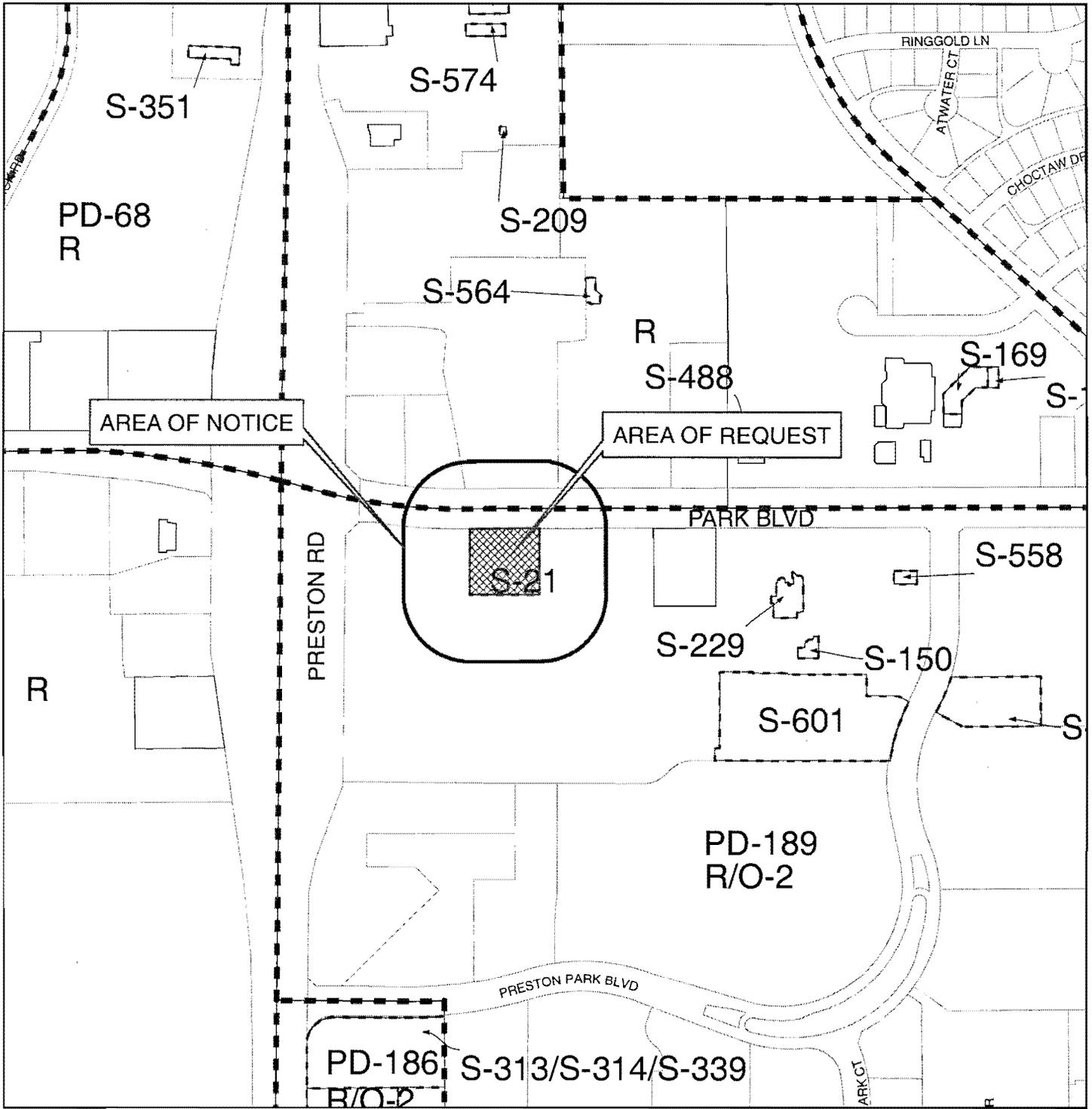
Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Bennigan's is no longer in operation; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages.

Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.

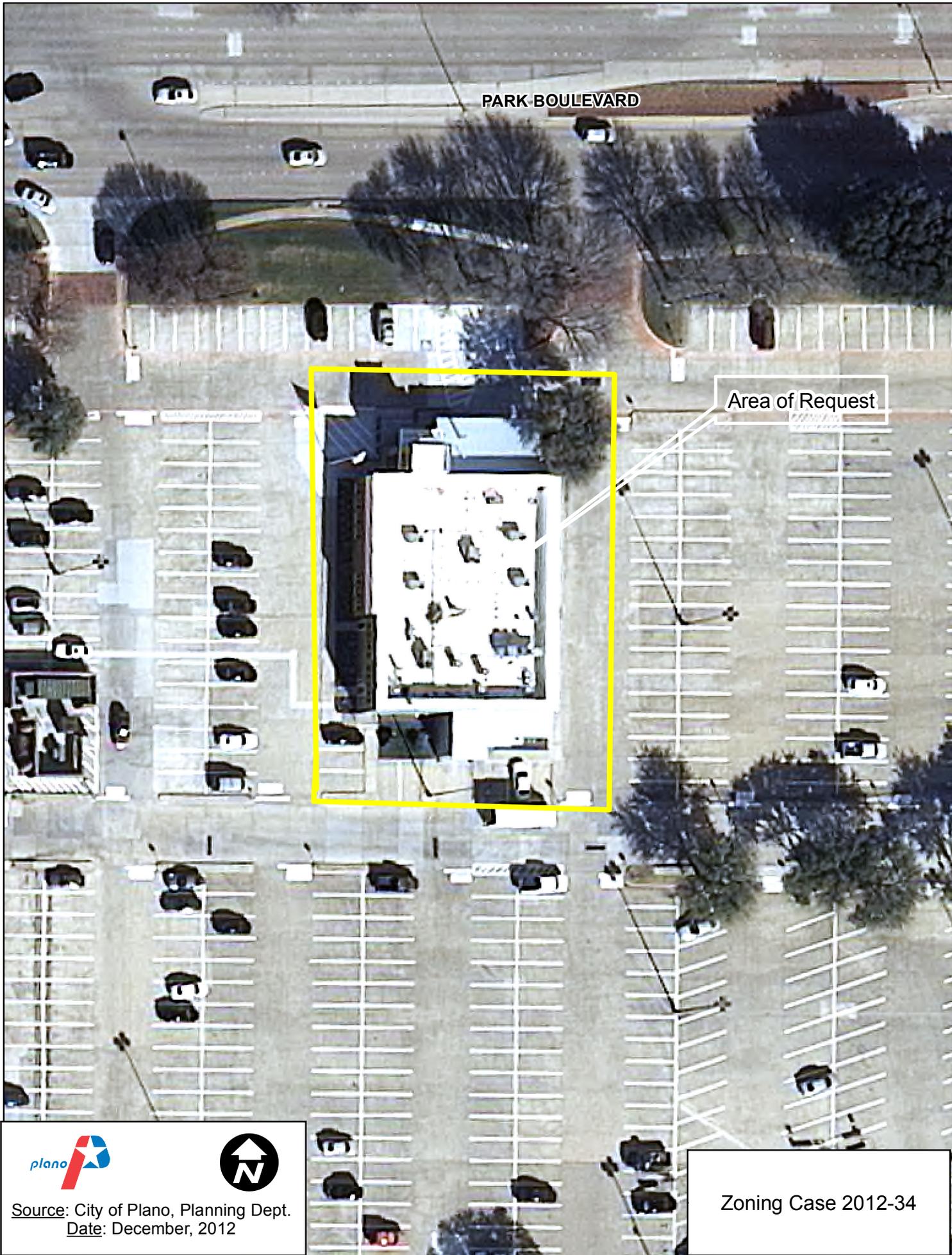


Zoning Case #: 2012-34

Existing Zoning: PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE/  
 PRESTON ROAD OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #21

○ 200' Notification Buffer





PARK BOULEVARD

Area of Request



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-34

## Zoning Case 2012-34

An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 84-10-13; thereby rescinding Specific Use Permit No. 21 for the additional use of a Private Club on 1.0± acre of land out of the Denton Darby Survey, Abstract No. 260, located 350± feet east of Preston Road and on the south side of Park Boulevard in the City of Plano, Collin County, Texas, currently zoned Planned Development-189-Retail/General Office with Specific Use Permit No. 21 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 21 for the additional use of a Private Club on 1.0± acre of land out of the Denton Darby Survey, Abstract No. 260, located 350± feet east of Preston Road and on the south side of Park Boulevard in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 21 for the additional use of a Private Club 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.** Ordinance No. 84-10-13 duly passed and approved by the City Council of the City of Plano, Texas, on October 22, 1984, granting Specific Use Permit No. 21 for the additional use of a Private Club on 1.0± acre of land out of the Denton Darby Survey, Abstract No. 260, located 350± feet east of Preston Road and on the south side of Park Boulevard in the City of Plano, Collin County, Texas, currently zoned Planned Development-189-Retail/General

Office with Specific Use Permit No. 21 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 21 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-34

BEING a tract of land situated in the Denton Darby Survey, Abstract No. 260, Plano, Collin County, Texas, and being part of proposed Lot 1, Block A of Preston Park Village Addition, an addition to the City of Plano, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of Preston Road (State Highway No. 289) and the south line of West Park Blvd. (F.M. Road No. 544);

THENCE North,  $89^{\circ} 44' 02''$  East, 170.01 feet, with the said south line of West Park Blvd. (F.M. Road No. 544) to the most northerly northwest corner of said Lot 1;

THENCE North,  $89^{\circ} 44' 02''$  East, 43.71 feet, with the said south line of West Park Blvd. (F.M. Road No. 544) to the beginning of a curve to the left having a central angle of  $09^{\circ} 23' 26''$ , a radius of 1,492.39 feet and a tangent bearing South,  $80^{\circ} 36' 14''$  East;

THENCE with said curve in a southeasterly and northeasterly direction and with the said south line of West Park Blvd. (F.M. Road No. 544), an arc distance of 244.58 feet to the end of said curve;

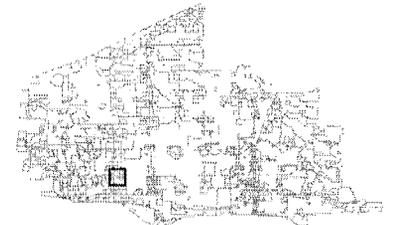
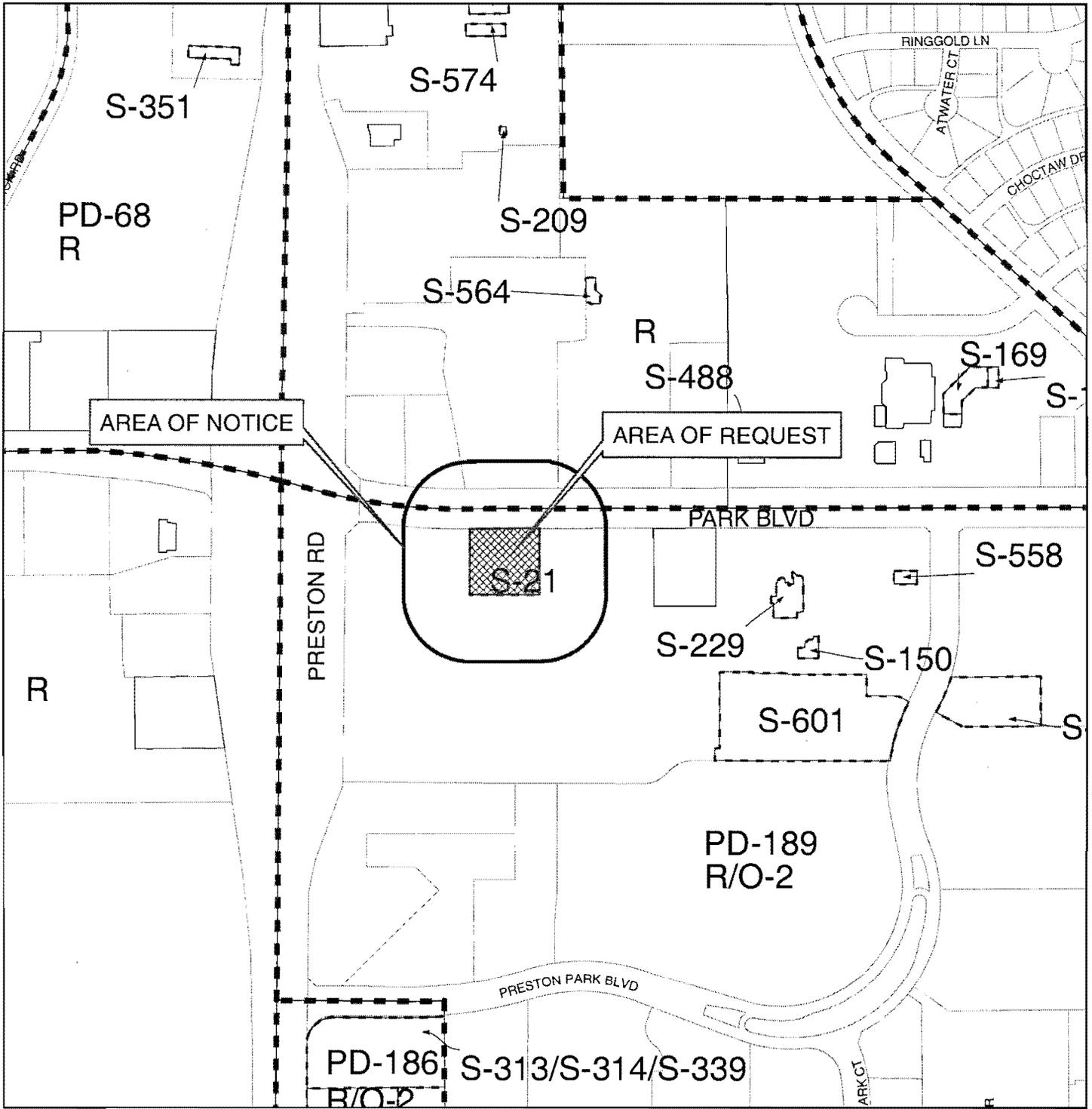
THENCE North,  $89^{\circ} 49' 00''$  East, 46.59 feet, with the said south line of West Park Blvd. (F.M. Road No. 544) to the PLACE OF BEGINNING,

THENCE North,  $89^{\circ} 49' 00''$  East, 210.02 feet, with the said south line of West Park Blvd. (F.M. Road No. 544);

THENCE South  $00^{\circ} 32' 40''$  West, 202.00 feet;

THENCE North,  $89^{\circ} 27' 20''$  West, 210.00 feet;

THENCE North,  $00^{\circ} 32' 40''$  East, 199.32 feet to the PLACE OF BEGINNING and CONTAINING 42,139 square feet (0.9674 acre) of land, more or less.



Zoning Case #: 2012-34

Existing Zoning: PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE/  
 PRESTON ROAD OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #21

○ 200' Notification Buffer



**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6E**  
**PUBLIC HEARING: ZONING CASE 2012-36**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #269 for Private Club on 2.0± acres located at the northeast corner of Preston Road and Old Shepard Place. Zoned Planned Development-186-Retail/General Office/Preston Road Overlay District with Specific Use Permit #268 for Restaurant and Specific Use Permit #269 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

BM/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6E**

**Public Hearing:** Zoning Case 2012-36

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #269 for Private Club on 2.0± acres located at the northeast corner of Preston Road and Old Shepard Place. Zoned Planned Development-186-Retail/General Office/Preston Road Overlay District with Specific Use Permit #268 for Restaurant and Specific Use Permit #269 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #269 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Tia's & Ruby Tuesday is no longer in operation; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic

beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.





PRESTON PARK BOULEVARD

PRESTON ROAD

OLD SHEPARD PLACE

Area of Request



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-36

## Zoning Case 2012-36

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 95-6-32 as it relates to rescinding Specific Use Permit No. 269 for the additional use of a Private Club only on 2.0± acres of land out of the Denton Darby Survey, Abstract No. 260, located at the northeast corner of Preston Road and Old Shepard Place in the City of Plano, Collin County, Texas, currently zoned Planned Development-186-Retail/General Office with Specific Use Permit No. 268 for Restaurant and Specific Use Permit No. 269 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 269 for the additional use of a Private Club on 2.0± acres of land out of the Denton Darby Survey, Abstract No. 260, located at the northeast corner of Preston Road and Old Shepard Place in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 269 for the additional use of a Private Club 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.** Ordinance No. 95-6-32 duly passed and approved by the City Council of the City of Plano, Texas, on June 26, 1995, granting Specific Use Permit No. 269 for the additional use of a Private Club on 2.0± acres of land out of the Denton Darby Survey, Abstract No. 260, located at the northeast corner of Preston Road and Old Shepard Place in the City of Plano, Collin County, Texas, currently zoned Planned Development-186-Retail/General Office with Specific Use Permit No. 268 for Restaurant and Specific Use Permit No. 269 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed as it relates to the Private Club use only. Consequently, Specific Use Permit No. 269 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-36

BEING a tract of land out of the Denton Darby Survey, Abstract No. 260, in the City of Plano, Collin County, Texas and being a portion of a 113-acre tract of land described in deed to Homart Development Company, recorded in Volume 1496, Page 53 of the Land Records of Collin County, Texas and being part of Lot 2A, Block 10 of Preston Park Addition, an addition to the City of Plano, Texas according to the final plot thereof recorded in Cabinet G, Slide 663 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a V iron rod found for the intersection of the north right-of-way line of said Old Shepard Place (87.5-foot right-of-way) dedicated to the City of Plano, Texas according to the plat thereof recorded in Cabinet C, Slide 731 of the Map Records of Collin County, Texas and described in deed to the City of Plano, Texas, recorded in Volume 2542, Page 788 of the Land Records of Collin County, Texas with the east right-of-way line of Preston Road (State Highway No. 289, 150-foot right-of-way);

THENCE North  $44^{\circ} 51'04''$  West, a distance of 56.18 feet to a 1-inch iron rod found for corner;

THENCE with the east right-of-way line of said Preston Road, North,  $00^{\circ} 32' 40''$  East, a distance of 164.48 feet to a point for corner;

THENCE leaving the east right-of-way line of said Preston Road, the following courses and distances to wit:

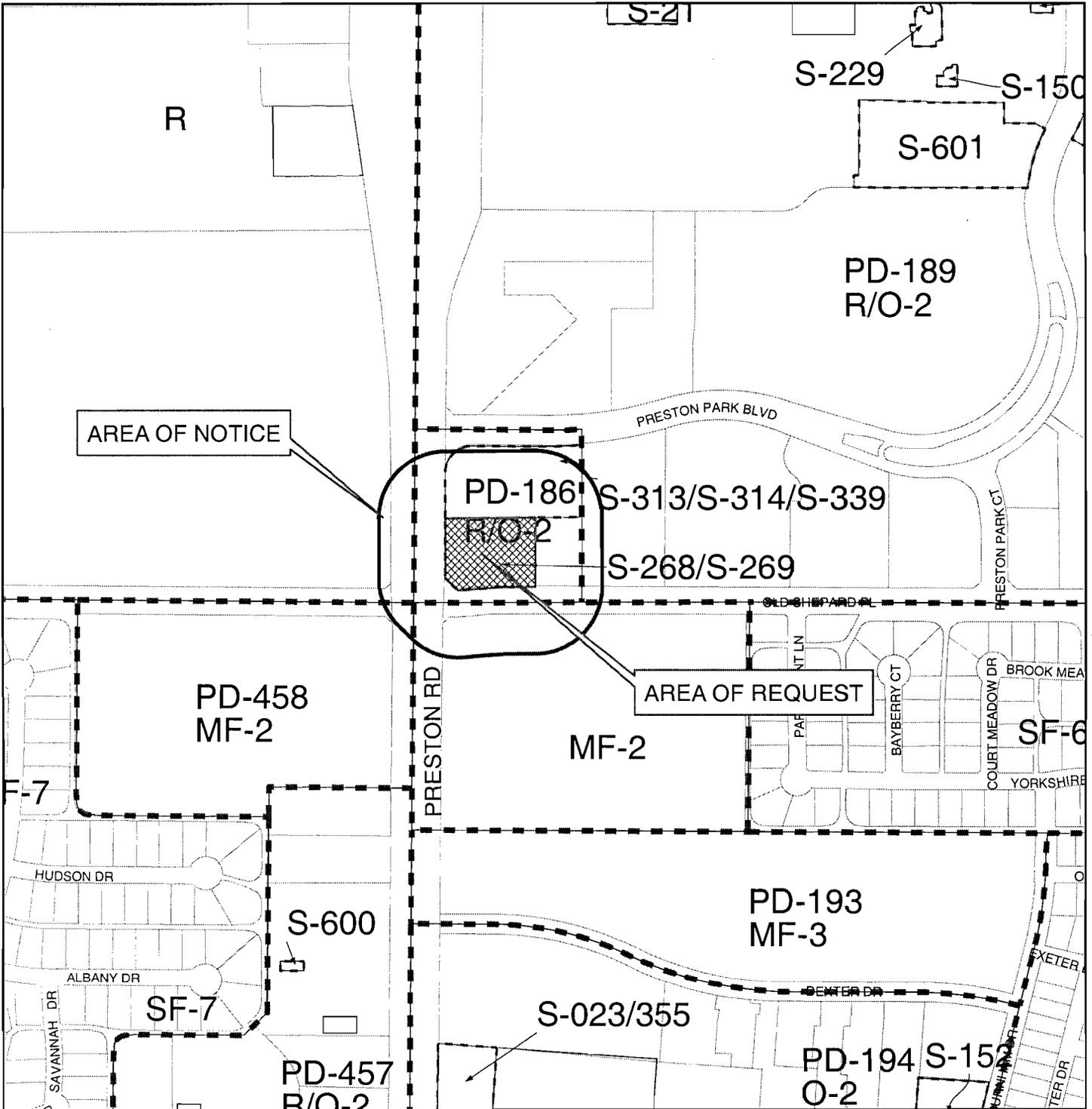
North,  $89^{\circ} 43' 52''$  East, a distance of 411.39 feet to a point for corner; South,  $00^{\circ} 16' 40''$  West, a distance of 210.00 feet to a point for corner in the north right-of-way line of said Old Shepard Place;

THENCE with the north right-of-way line of said Old Shepard Place, the following courses and distances to wit:

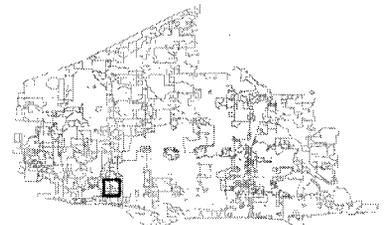
North  $89^{\circ} 43' 20''$  West, a distance of 234.93 feet to a PAC nail found for the beginning of a tangent curve to the left, having a central angle of  $07^{\circ} 32' 56''$ , a radius of 642.50 feet and a chord bearing and distance of South,  $86^{\circ} 30' 12''$  West, 84.59 feet;

Southwesterly with said curve, an arc distance of 84.65 feet to a PIS nail found for the beginning of a reverse curve to the right, having a central angle of  $05^{\circ} 28' 22''$ , a radius of 557.50 feet and a chord bearing and distance of South,  $85^{\circ} 27' 55''$  West, 53.23 feet;

Southwesterly with said curve, an arc distance of 53.25 feet to the POINT OF BEGINNING and CONTAINING 1.9716 acres of land.



Zoning Case #: 2012-36



Existing Zoning: PLANNED DEVELOPMENT-186-RETAIL/GENERAL OFFICE/  
 PRESTON ROAD OVERLAY DISTRICT  
 w/SPECIFIC USE PERMITS #268 & #269

○ 200' Notification Buffer



**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6F**  
**PUBLIC HEARING: ZONING CASE 2012-37**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #295 for Private Club on 206.9± acres located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road. Zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2, and Planned Development-484-Multifamily Residence-2/State Highway 121 Overlay District with Specific Use Permit #294 for Golf Course and Specific Use Permit #295 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 11 **OPPOSE:** 4

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

BM/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6F**

**Public Hearing:** Zoning Case 2012-37

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #295 for Private Club on 206.9± acres located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road. Zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2, and Planned Development-484-Multifamily Residence-2/State Highway 121 Overlay District with Specific Use Permit #294 for Golf Course and Specific Use Permit #295 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #295 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

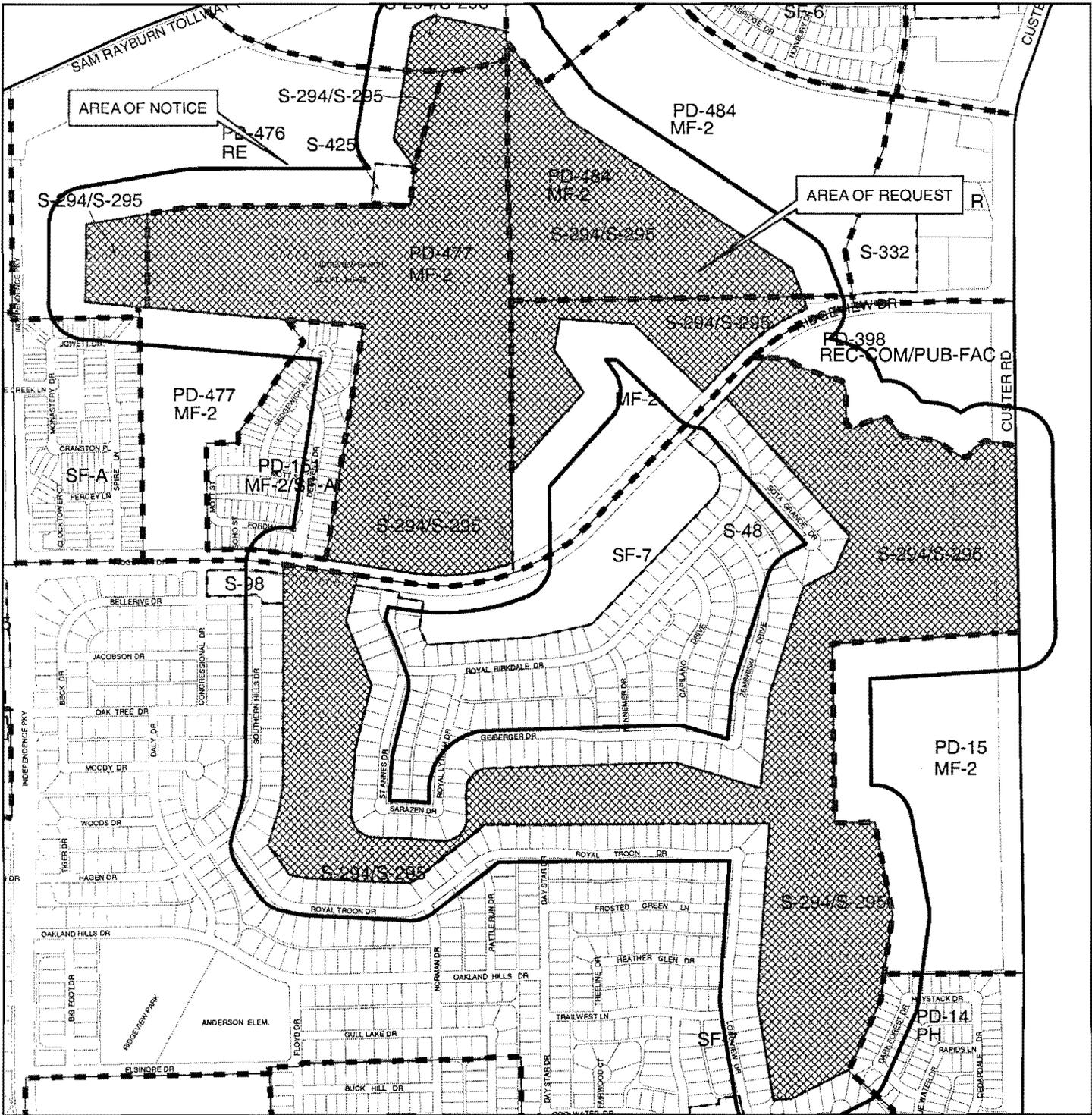
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

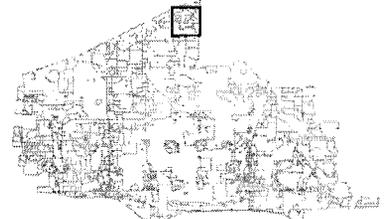
Ridgeview Ranch Golf Club obtained a Mixed Beverage Permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. The property owner concurs with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.



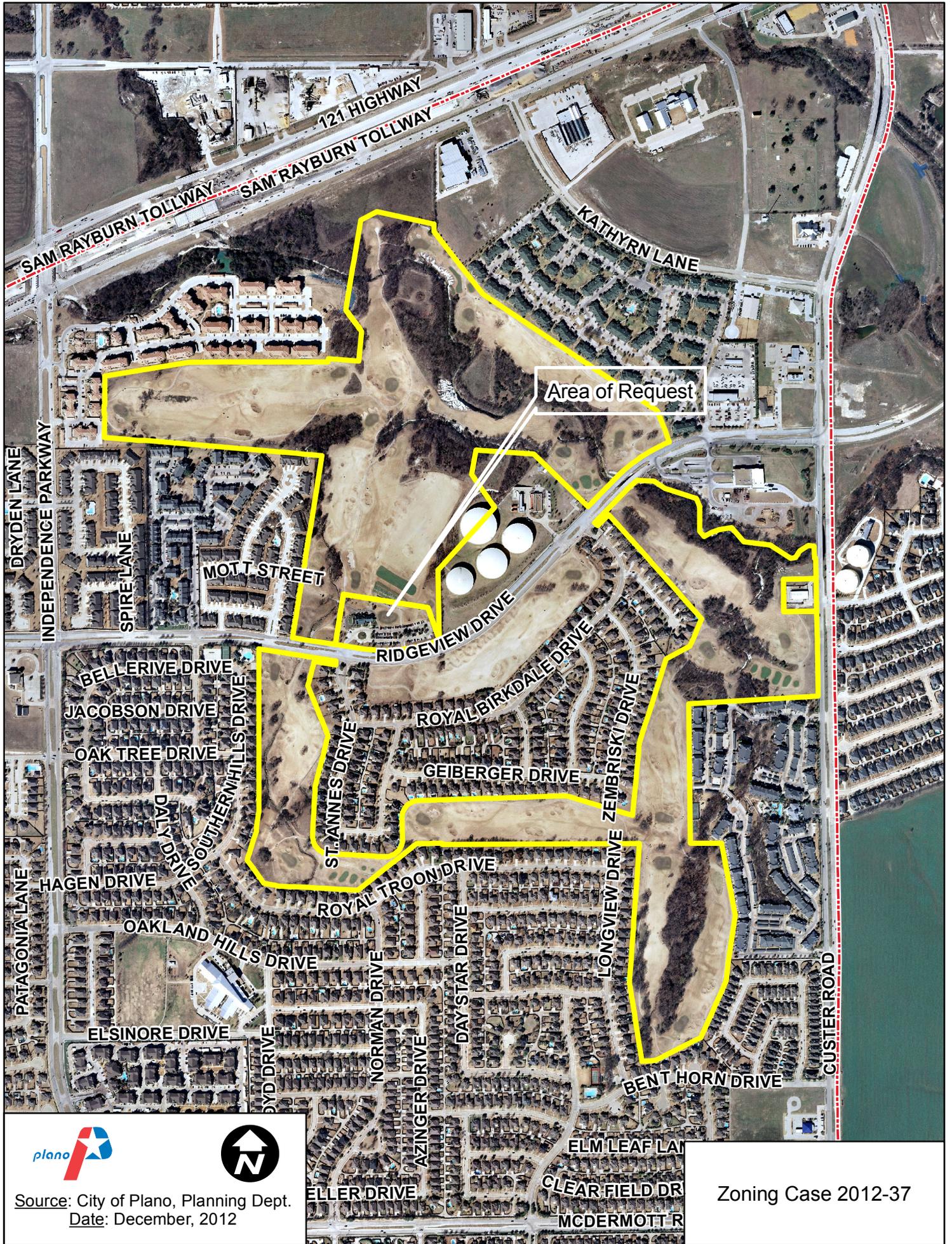
Zoning Case #: 2012-37



Existing Zoning: SINGLE-FAMILY RESIDENCE-7,  
 PLANNED DEVELOPMENT-104-REGIONAL COMMERCIAL,  
 PLANNED DEVELOPMENT-476-REGIONAL EMPLOYMENT,  
 PLANNED DEVELOPMENT-477-MULTIFAMILY RESIDENCE-2, &  
 PLANNED DEVELOPMENT-484-MULTIFAMILY RESIDENCE-2/  
 STATE HIGHWAY 121 OVERLAY DISTRICT  
 w/SPECIFIC USE PERMITS #294 & #295



○ 200' Notification Buffer



Area of Request



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-37

## Zoning Case 2012-37

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 95-7-33 as it relates to rescinding Specific Use Permit No. 295 for the additional use of a Private Club only on 206.9± acres of land out of the Jacobs Baccus Survey, Abstract No. 53, George White Survey, Abstract No. 992, Hogan Witt Survey, Abstract No. 996 and the Samuel Young Survey, Abstract No. 1039, located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road, in the City of Plano, Collin County, Texas, currently zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2 and Planned Development-484-Multifamily Residence-2 with Specific Use Permit No. 294 for Golf Course and Specific Use Permit No. 295 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 295 for the additional use of a Private Club on 206.9± acres of land out of the Jacobs Baccus Survey, Abstract No. 53, George White Survey, Abstract No. 992, Hogan Witt Survey, Abstract No. 996, and the Samuel Young Survey, Abstract No. 1039, in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 295 for the additional use of a Private Club 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.** Ordinance No. 95-7-33 duly passed and approved by the City Council of the City of Plano, Texas, on July 24, 1995, granting Specific Use Permit No. 295 for the additional use of a Private Club on 206.9± acres of land out of the Jacobs Baccus Survey, Abstract No. 53, George White Survey, Abstract No. 992, Hogan Witt Survey, Abstract No. 996, and the Samuel Young Survey, Abstract No. 1039, located on the north side of Ridgeview Drive, 1,000± feet west of Custer Road, in the City of Plano, Collin County, Texas, currently zoned Single-Family Residence-7, Planned Development-104-Regional Commercial, Planned Development-476-Regional Employment, Planned Development-477-Multifamily Residence-2 and Planned Development-484-Multifamily Residence-2 with Specific Use Permit No. 294 for Golf Course and Specific Use Permit No. 295 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed as it relates to the Private Club use only. Consequently, Specific Use Permit No. 295 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## ZONING CASE 2012-37

BEING a tract of land situated in the Jacobs Baccus Survey, Abstract No. 53, George White Survey, Abstract No. 992, Hogan Witt Survey, Abstract No. 996, and the Samuel Young Survey, Abstract No. 1039 and being part of that tract of land conveyed to HRC Ranch Ltd. by County Clerk No's 93-0060598, 93-0060599, and 93-0060600, Custer/121 Ltd. by County Clerk No. 93-0087200, City of Plano, Volume 2411, Page 721, Wiggins being a part of 159.02 acres of land described in two separate deeds recorded respectively in Volume 512, Page 593 and Volume 706, Page 67, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most easterly northeast corner of the combination of those certain tracts conveyed to HRC Ranch Ltd., a Texas general partnership by deeds recorded in County Clerk No's 93-0060598, 93-0060599, and 93-0060600; said point also being the most westerly northwest corner of that certain tract conveyed to Custer/121 Ltd. by County Clerk No. 93-0087200, Land Records, Collin County, Texas; and same point being in the south right-of-way line of a corner clip cut-off in State Highway 121;

THENCE South,  $00^{\circ} 39' 38''$  East, along the common line of said HRC Ranch Ltd. tract and the Custer/121 Ltd. tract, a distance of 675.71 feet to a fence post found for an angle point;

THENCE South,  $00^{\circ} 16' 19''$  East, along said common line, a distance of 31.51 feet to a 1-inch iron rod set for corner; said corner also being the POINT OF BEGINNING of the herein described tract;

THENCE South,  $00^{\circ} 16' 19''$  East, along said common line, a distance of 51.19 feet to a 1-inch iron rod set for corner;

THENCE South,  $37^{\circ} 52' 13''$  East, a distance of 546.44 feet to a 1-inch iron rod set for an angle point;

THENCE South,  $56^{\circ} 14' 39''$  East, a distance of 1,441.44 feet to a 1-inch iron rod set for corner;

THENCE South,  $21^{\circ} 12' 16''$  East, a distance of 343.71 feet to a 1 -inch iron rod set for corner in the south right-of-way line of proposed Ridgeview Drive (a 110-foot right-of-way); said point also being the beginning of a non-tangent curve to the left having a central angle of  $16^{\circ} 55' 55''$ , a radius of 1,045.00 feet, a tangent length of 155.54 feet, and a chord bearing and distance of South  $58^{\circ} 20' 00''$  West, 307.69 feet;

THENCE in a southwesterly direction along said curve to the left and along said south right-of-way line of proposed Ridgeview Drive, an arc distance of 308.81 feet to a 1-inch iron rod set for corner at the end of said curve; said point also being in the centerline of Youngs Branch;

THENCE leaving the south right-of-way line of proposed Ridgeview Drive and continuing along the centerline of Youngs Branch the following bearings and distances:

South, 87° 30' 26" East, a distance of 117.92 feet;  
South, 56° 19' 50" East, a distance of 91.15 feet;  
South, 71° 45' 07" East, a distance of 225.53 feet;  
South, 22° 47' 14" East, a distance of 58.73 feet;  
South, 00° 07' 20" West, a distance of 168.34 feet;  
South, 40° 50' 35" East, a distance of 47.82 feet;  
North, 62° 27' 16" East, a distance of 58.35 feet;  
North, 68° 35' 41" East, a distance of 55.24 feet;  
North, 81° 12' 39" East, a distance of 87.33 feet;  
South, 40° 11' 04" East, a distance of 128.16 feet;  
South, 82° 42' 49" East, a distance of 181.63 feet;  
South, 57° 38' 37" East, a distance of 168.13 feet;  
North, 80° 15' 39" East, a distance of 35.36 feet;  
North, 31° 27' 10" East, a distance of 50.51 feet;  
North, 58° 19' 18" East, a distance of 73.59 feet;  
South, 81° 25' 45" East, a distance of 39.86 feet;

THENCE South, 00° 53' 34" East, leaving the centerline of Youngs Branch, a distance of 80.00 feet to a 1-inch iron rod set for corner;

THENCE North, 89° 06' 26" East, a distance of 20.00 feet to a 1-inch iron rod set for corner, said corner being in the west right-of-way line of Custer Road;

THENCE South, 01° 02' 58" East, along the west right-of-way line of Custer Road, a distance of 943.48 feet to a 1-inch iron rod found for corner; said corner being the most easterly southeast corner of said City of Plano tract and the northeast corner of the Erven Bolin tract;

THENCE South, 86° 23' 46" West, along the common line of the City of Plano tract and the Erven Bolin tract, a distance of 904.93 feet to a 1/4-inch iron rod found for corner;

THENCE South, 00° 49' 17" East, a distance of 957.54 feet to a 1/4-inch iron rod found for corner; said corner being in the south line of said Bolin tract and the north line of said Wiggins tract;

THENCE North, 89° 20' 21" East, along the south line of said Bolin tract and the north line of said Wiggins tract, a distance of 213.08 feet to a 1-inch iron rod found for corner;

THENCE South, 10° 50' 51" East, a distance of 505.24 feet to a 1-inch iron rod found for an angle point;

THENCE South, 07° 54' 27" West, a distance of 462.64 feet to a 1-inch iron rod found for an angle point;

THENCE South, 23° 59' 15" West, a distance of 418.28 feet to a 1-inch iron rod found for corner;

THENCE South, 62° 58' 34" West, a distance of 349.29 feet to a 1-inch iron rod found for an angle point;

THENCE South, 85° 56' 29" West, a distance of 95.13 feet to a 1-inch iron rod found for corner;

THENCE North, 09° 03' 25" West, a distance of 545.32 feet to a 1-inch iron rod found for an angle point;

THENCE North, 04° 03' 45" East, a distance of 959.45 feet to a 1-inch iron rod found for corner; said point being in the north line of said Wiggins tract and the south line of said City of Plano tract;

THENCE South, 89° 45' 13" West, along the common line of said Wiggins tract and City of Plano tract, a distance of 1,697.15 feet to a 1-inch iron found for corner;

THENCE South, 30° 33' 37" West, a distance of 365.79 feet to a 1-inch iron rod set for corner;

THENCE North, 88° 16' 23" West, a distance of 600.05 feet to a 1-inch iron rod set for corner;

THENCE North, 41° 48' 50" West, a distance of 301.41 feet to a 1-inch iron rod set for corner;

THENCE North, 16° 34' 05" East, a distance of 172.02 feet to a 1-inch iron rod set for an angle point;

THENCE North, 08° 41' 11" East, a distance of 130.81 feet to a 1-inch iron rod set for an angle point;

THENCE North, 00° 03' 53" East, a distance of 1,234.00 feet to a 1-inch iron rod set for corner; said point also being in the north right-of-way line of proposed Ridgeview Drive;

THENCE South, 81° 01' 07" East, along the north right-of-way line of proposed Ridgeview Drive, a distance of 232.64 feet to a 1-inch iron rod set for corner;

THENCE North, 09° 12' 59" East, leaving the north right-of-way line of proposed Ridgeview Drive, a distance of 1,268.65 feet to a 1-inch iron rod set for corner;

THENCE North, 85° 05' 45" West, a distance of 1,503.49 feet to a 1-inch iron rod set for corner;

THENCE North, 00° 28' 59" East, a distance of 421.31 feet to a 1-inch iron rod set for corner;

THENCE North, 80° 27' 03" East, a distance of 580.94 feet to a 1-inch iron rod set for an angle point;

THENCE North, 89° 50' 49" East, a distance of 1,169.43 feet to a 1-inch iron rod set for corner;

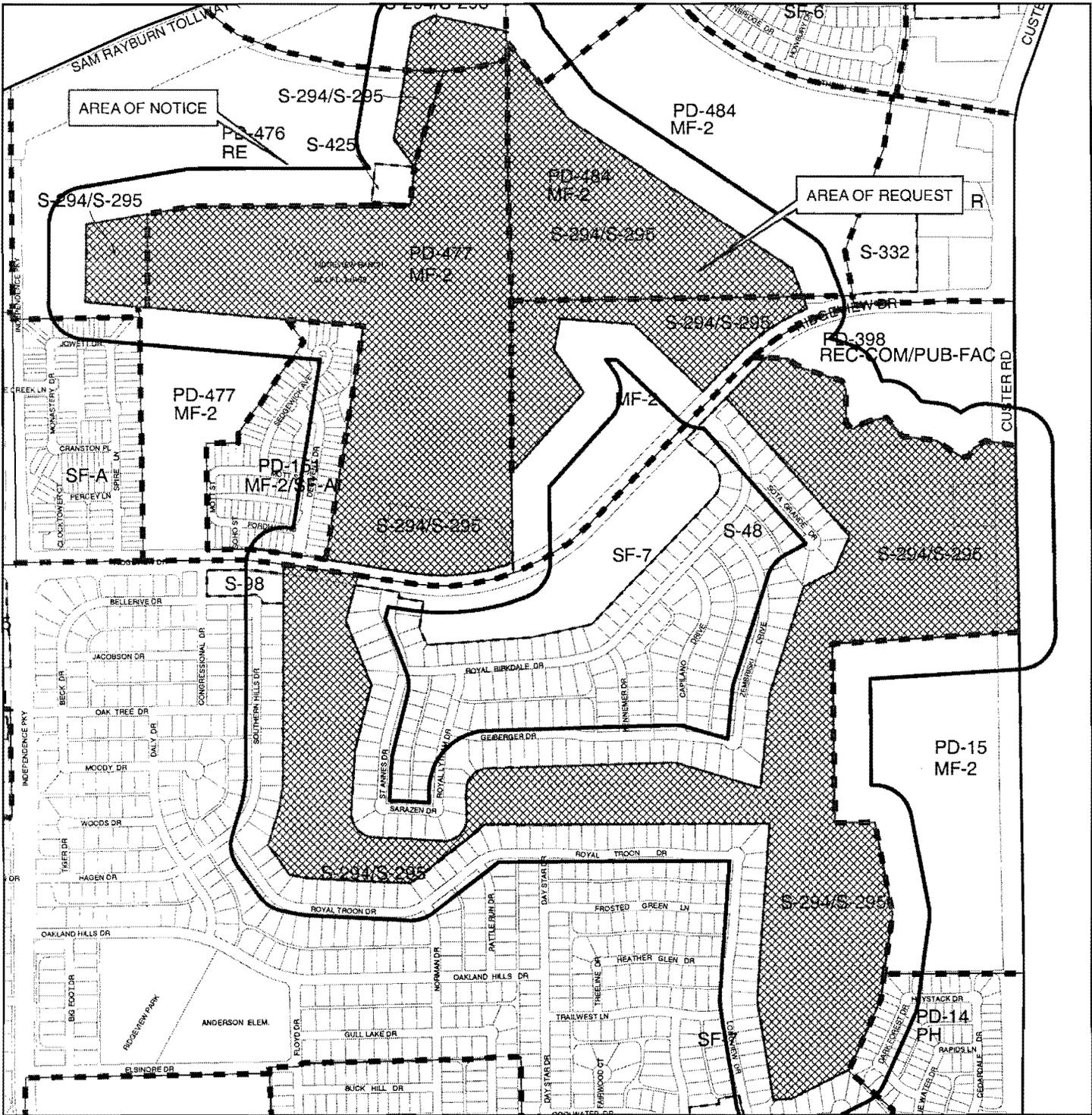
THENCE North, 05° 55' 10" East, a distance of 208.71 feet to a 1-inch iron rod set for corner;

THENCE North, 36° 29' 08" West, a distance of 183.51 feet to a 1-inch iron rod set for corner,

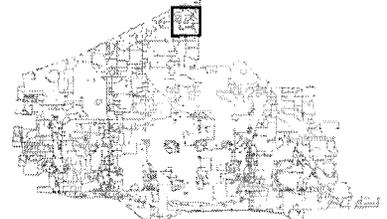
THENCE North, 09° 25' 38" East, a distance of 625.91 feet to a 1-inch iron rod set for corner;

THENCE North, 62° 41' 42" East, a distance of 126.00 feet to a 1-inch iron rod set for corner;

THENCE South, 77° 52' 35" East, a distance of 399.47 feet to the POINT OF BEGINNING and CONTAINING 292.0573 acres of land, SAME and EXCEPT 14.8640 acre Ridgeview Pump Station tract, 8.5334 acre Ridgeview Drive right-of-way tract, and 62.1485 acre Clark tract leaving 206.9063 acres of land.



Zoning Case #: 2012-37



Existing Zoning: SINGLE-FAMILY RESIDENCE-7,  
 PLANNED DEVELOPMENT-104-REGIONAL COMMERCIAL,  
 PLANNED DEVELOPMENT-476-REGIONAL EMPLOYMENT,  
 PLANNED DEVELOPMENT-477-MULTIFAMILY RESIDENCE-2, &  
 PLANNED DEVELOPMENT-484-MULTIFAMILY RESIDENCE-2/  
 STATE HIGHWAY 121 OVERLAY DISTRICT  
 w/SPECIFIC USE PERMITS #294 & #295



○ 200' Notification Buffer

**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6G**  
**PUBLIC HEARING: ZONING CASE 2012-38**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #374 for Private Club on 0.1± acre located 80± feet west of K Avenue, 50± feet north of 22nd Street. Zoned Light Commercial with Specific Use Permit #374 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6G**

**Public Hearing:** Zoning Case 2012-38

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #374 for Private Club on 0.1± acre located 80± feet west of K Avenue, 50± feet north of 22nd Street. Zoned Light Commercial with Specific Use Permit #374 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #374 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

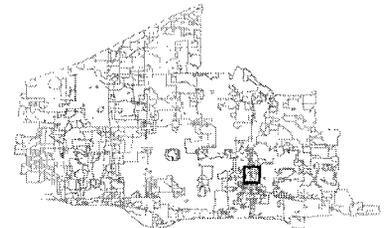
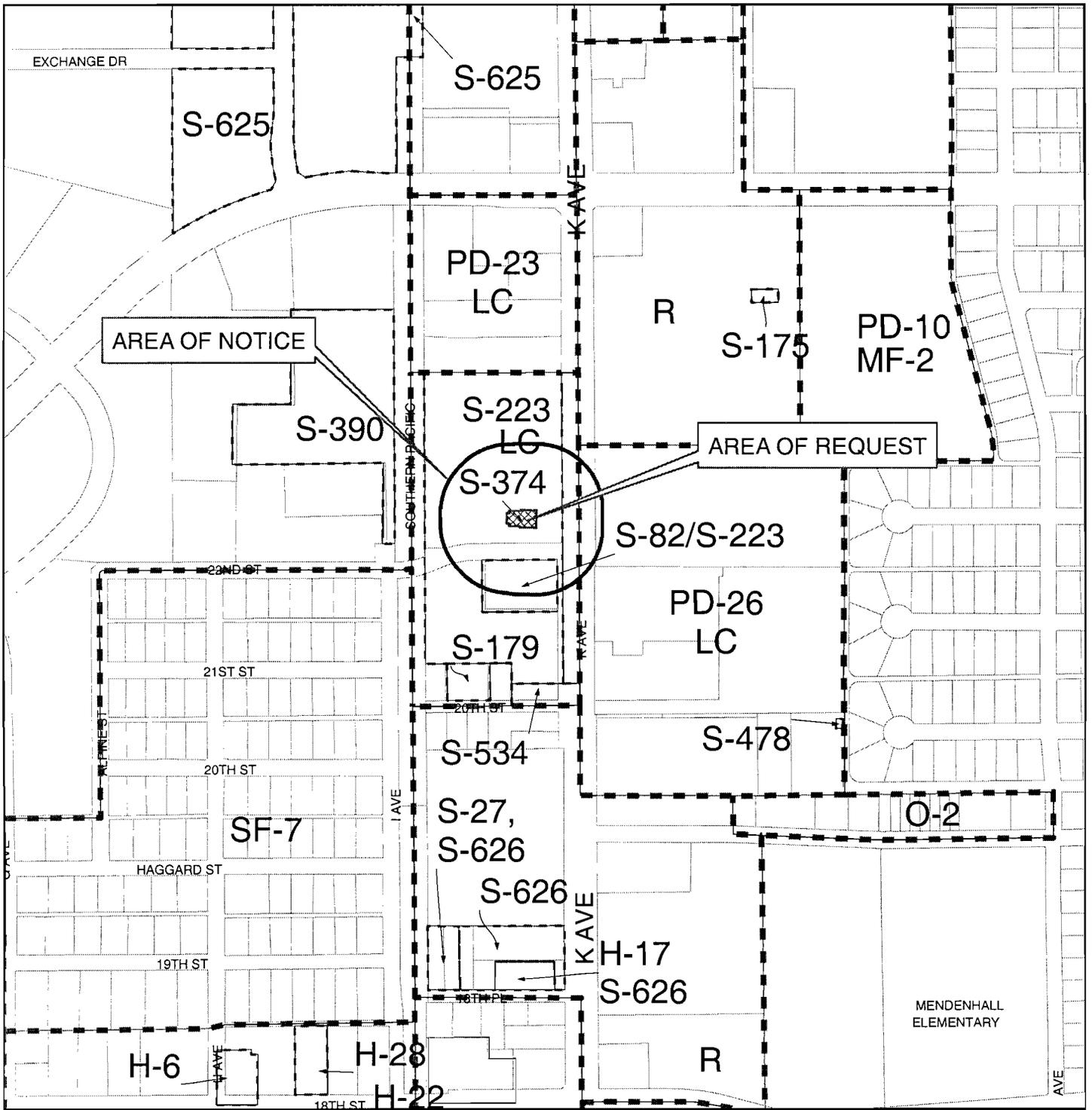
Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Tino's Too has obtained a Mixed Beverage Permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a

response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.

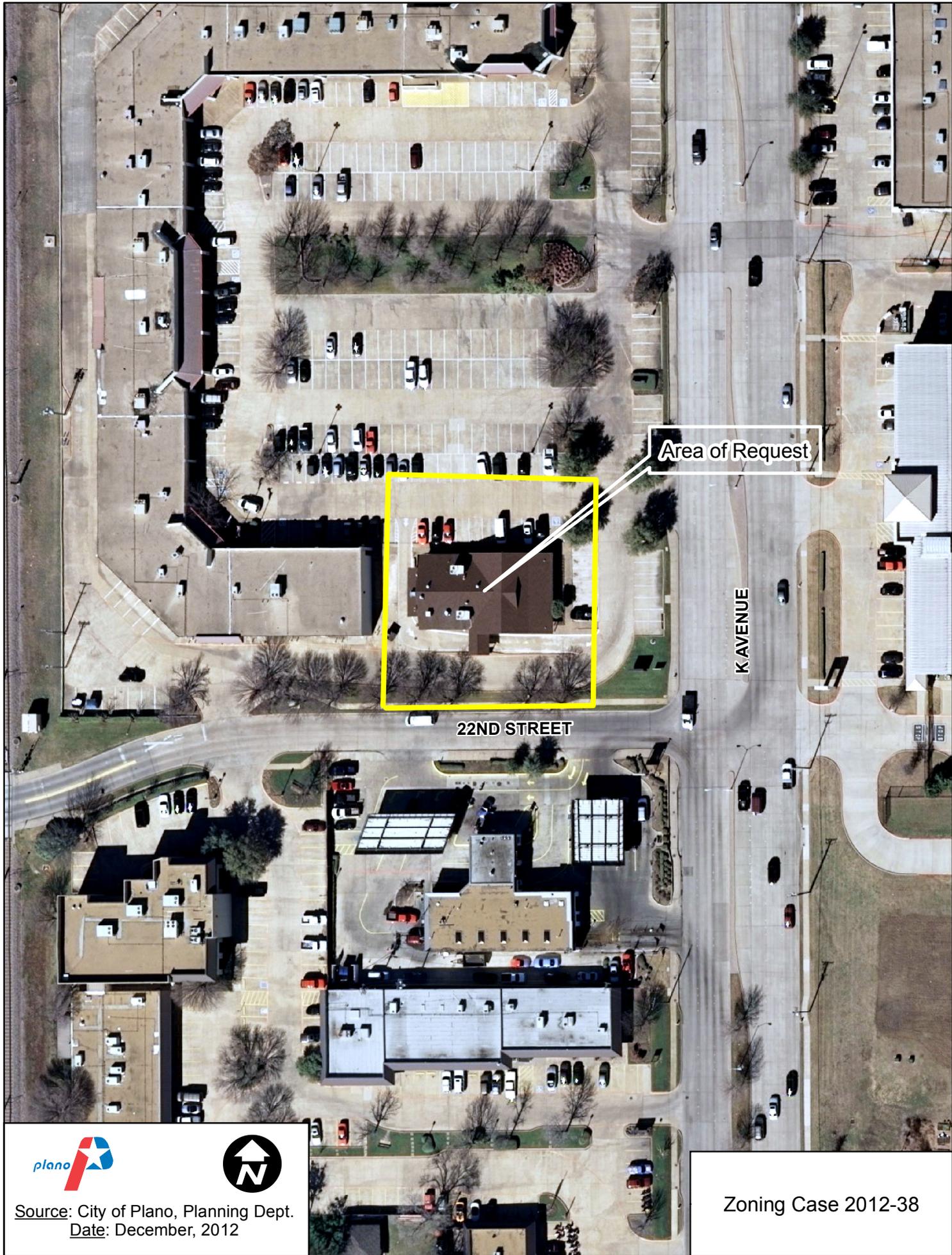


Zoning Case #: 2012-38

Existing Zoning: LIGHT COMMERCIAL w/SPECIFIC USE PERMIT #374

○ 200' Notification Buffer





Area of Request

22ND STREET

K AVENUE



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-38

## Zoning Case 2012-38

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 99-6-16; thereby rescinding Specific Use Permit No. 374 for the additional use of a Private Club on 0.1± acre of land out of the Alex Berry Survey, Abstract No. 80, located 80± feet west of K Avenue, 50± feet north of 22nd Street in the City of Plano, Collin County, Texas, currently zoned Light Commercial with Specific Use Permit No. 374 for Private Club and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 374 for the additional use of a Private Club on 0.1± acre of land out of the Alex Berry Survey, Abstract No. 80, located 80± feet west of K Avenue, 50± feet north of 22nd Street in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 374 for the additional use of a Private Club 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.** Ordinance No. 99-6-16 duly passed and approved by the City Council of the City of Plano, Texas, on June 14, 1999, granting Specific Use Permit No. 374 for the additional use of a Private Club on 0.1± acre of land out of the Alex Berry Survey, Abstract No. 80, located 80± feet west of K Avenue, 50± feet north of 22nd Street, in the City of Plano, Collin County, Texas, currently zoned Light Commercial with Specific Use Permit No. 374 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 374 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-38

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Alex Berry Survey, Abstract No. 80, being part of Lot 1, Block 1 of Apple Square Revised Addition, an addition to the City of Plano, recorded in Cabinet F, Page 233 of the Collin County Map Records with the herein described premises being more particularly described as follows:

COMMENCING at an "X" in a concrete walk marking the southeast corner of said addition and also being the intersection of the north right-of-way line of 22nd Street (40 foot right-of-way) with the west right-of-way line of K Avenue (State Highway No. 5 – 100 foot right-of-way);

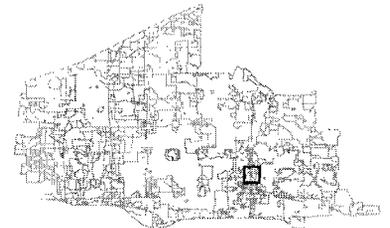
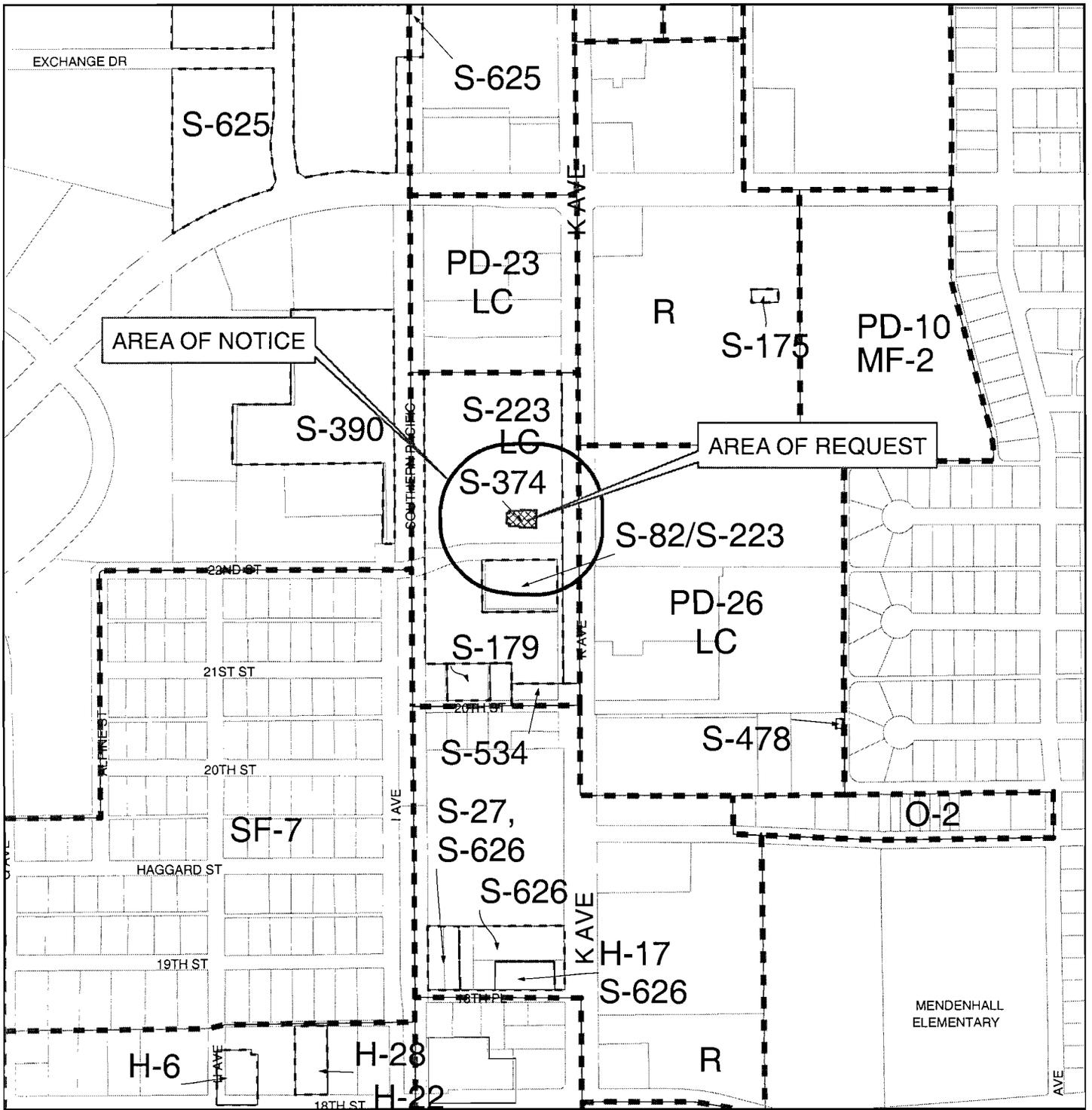
THENCE with the east line of said addition and the west right-of-way line of K Avenue, North, 00° 29' 12" East, 45.87 feet;

THENCE departing said west right-of-way line, North, 89° 20' 00" West, 79.42 feet to the southeast corner of an existing building marking the POINT OF BEGINNING of the herein described premises;

THENCE with the facing of said building and the herein described premises as follows:

North, 89° 20' 00" West, 48.25 feet;  
North, 00° 40' 00" East, 3.95 feet;  
North, 89° 20' 00" West, 34.00 feet;  
North, 00° 40' 00" East, 8.00 feet;  
North, 89° 20' 00" West, 7.65 feet;  
North, 00° 40' 00" East, 30.25 feet;  
South, 89° 20' 00" East, 7.65 feet;  
North, 00° 40' 00" East, 8.00 feet;  
South, 89° 20' 00" East, 34.00 feet;  
North, 00° 40' 00" East, 2.05 feet;  
South, 89° 20' 00" East, 48.25 feet;

South, 00° 40' 00" West, 52.25 feet to the POINT OF BEGINNING and CONTAINING 4,325 square feet or 0.099 acre of land.



Zoning Case #: 2012-38

Existing Zoning: LIGHT COMMERCIAL w/SPECIFIC USE PERMIT #374

○ 200' Notification Buffer



**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6H**  
**PUBLIC HEARING: ZONING CASE 2012-39**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #415 for Private Club on 0.1± acre located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #415 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6H**

**Public Hearing:** Zoning Case 2012-39

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #415 for Private Club on 0.1± acre located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #415 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #415 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

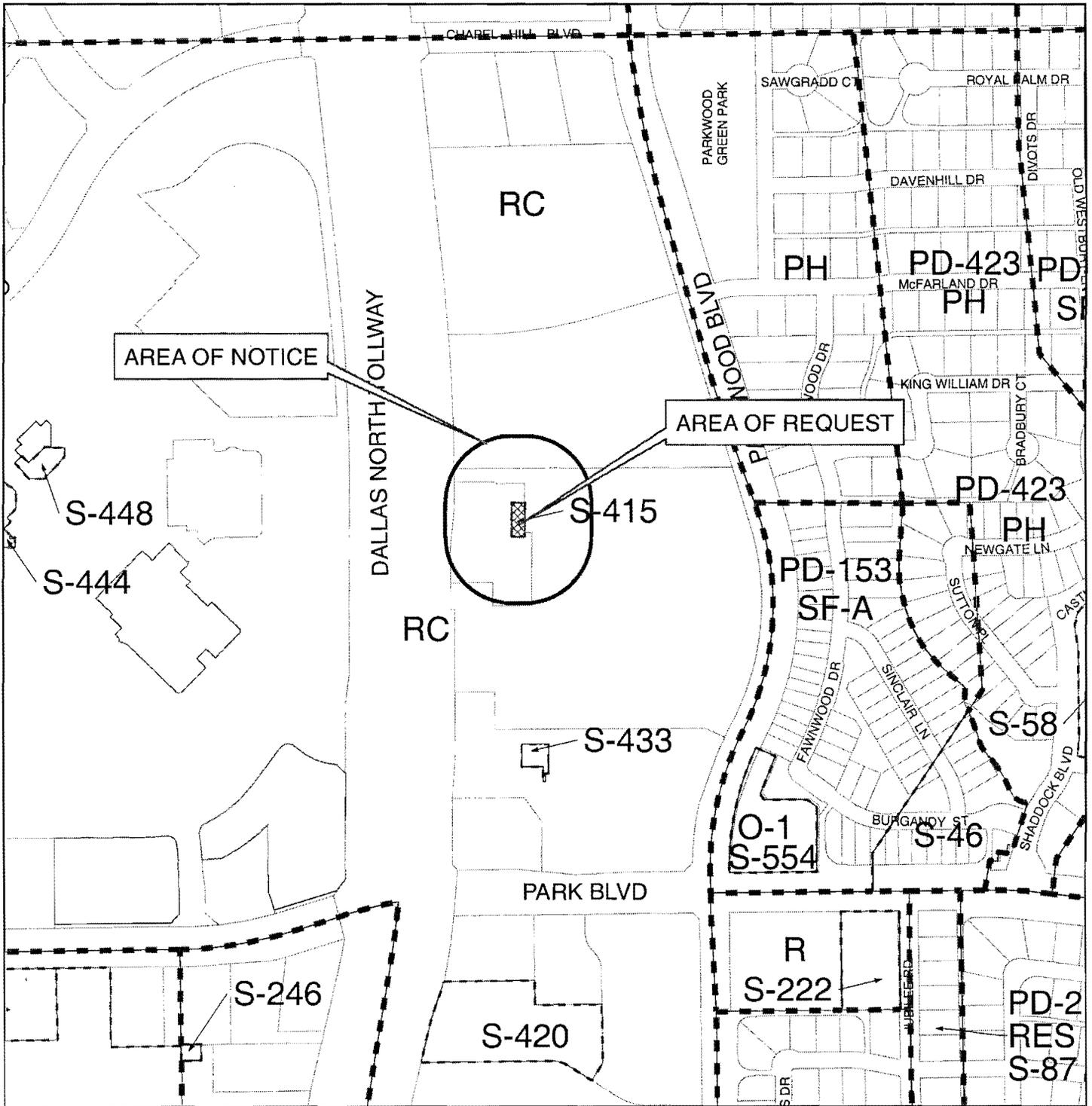
Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Tin Star has obtained a Mixed Beverage Permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a

response from the property owner as to whether or not they concur with the removal of the SUP.

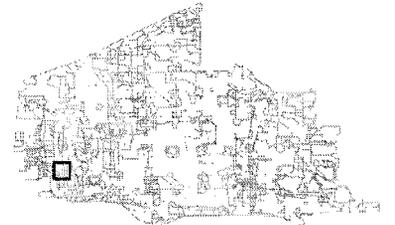
**RECOMMENDATION:**

Recommended for approval as submitted.

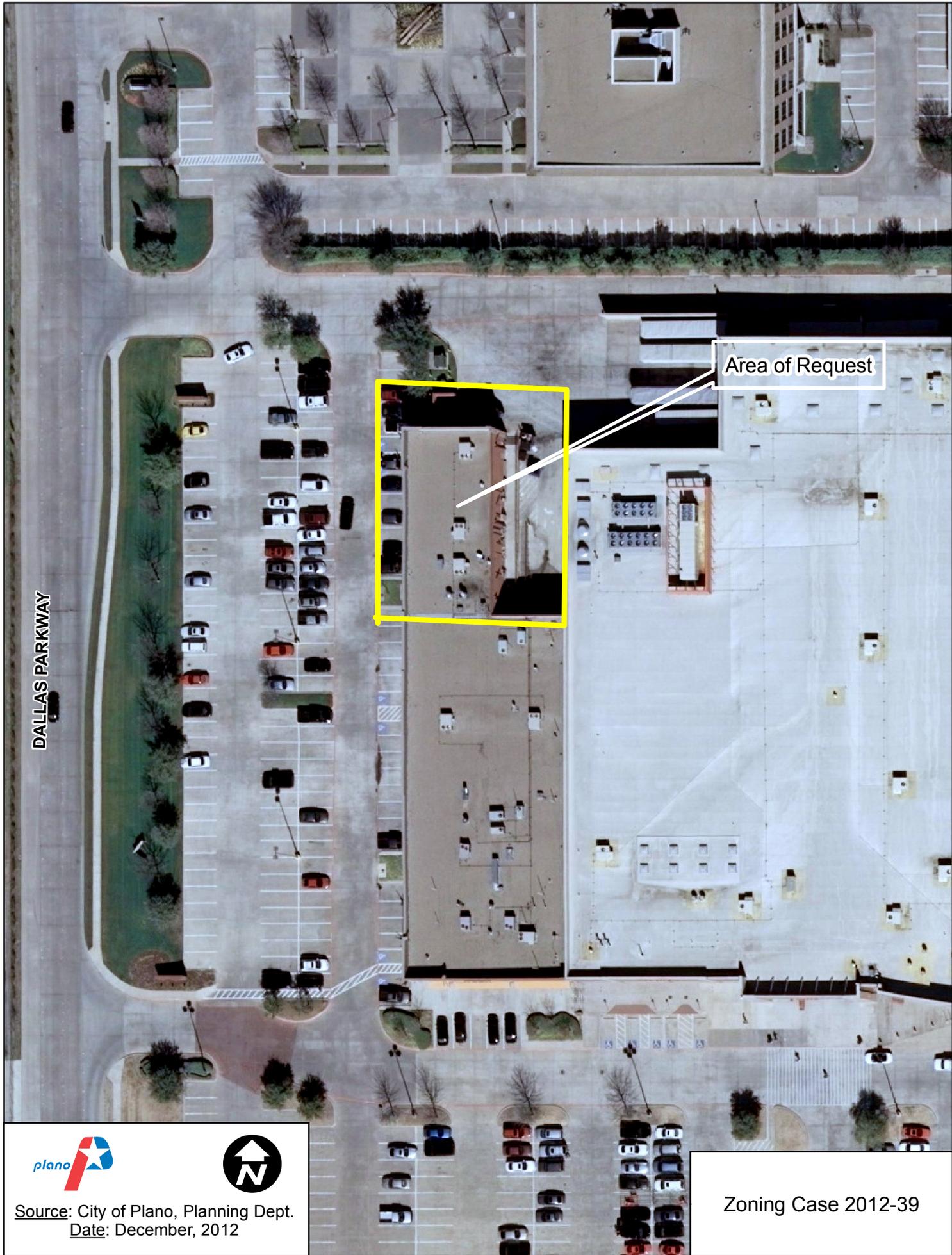


Zoning Case #: 2012-39

Existing Zoning: REGIONAL COMMERCIAL/  
 DALLAS NORTH TOLLWAY OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #415



○ 200' Notification Buffer



Area of Request

DALLAS PARKWAY



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-39

## Zoning Case 2012-39

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2000-8-5; thereby rescinding Specific Use Permit No. 415 for the additional use of a Private Club on 0.1± acre of land out of the John C. Campbell Survey, Abstract No. 240, located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard, in the City of Plano, Collin County, Texas, currently zoned Regional Commercial with Specific Use Permit No. 415 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 415 for the additional use of a Private Club on 0.1± acre of land out of the John C. Campbell Survey, Abstract No. 240, located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard, in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 415 for the additional use of a Private Club 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.** Ordinance No. 2000-8-5 duly passed and approved by the City Council of the City of Plano, Texas, on August, 7, 2000, granting Specific Use Permit No. 415 for the additional use of a Private Club on 0.1± acre of land out of the John C. Campbell Survey, Abstract No. 240, located 175± feet east of Dallas North Tollway, 1,000± feet north of Park Boulevard in the City of Plano, Collin County, Texas, currently zoned Regional Commercial with Specific Use Permit No. 415 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 415 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## ZONING CASE 2012-39

BEING a 4,622 square foot tract of land situated in the John C. Campbell Survey, Abstract No. 240, Collin County, Texas, and being part of Lot 1, Block A of Polo Towne Crossing Addition, an addition to the City of Plano, Texas, as recorded in Cabinet M, Slides 15 and 16 of the Map Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1-inch iron rod found at the most east northeast corner of said Lot 1, Block A;

THENCE South, 00° 00' 42" East, a distance of 5.94 feet to a point for corner;

THENCE South, 89° 59' 18" West, a distance of 40.08 feet to the POINT OF BEGINNING;

THENCE South, 89° 59' 18" West, a distance of 40.00 feet to the point for corner;

THENCE North, 00° 00' 42" West, a distance of 21.86 feet to the point for corner;

THENCE South, 89° 59' 18" West, a distance of 8.67 feet to the point for corner;

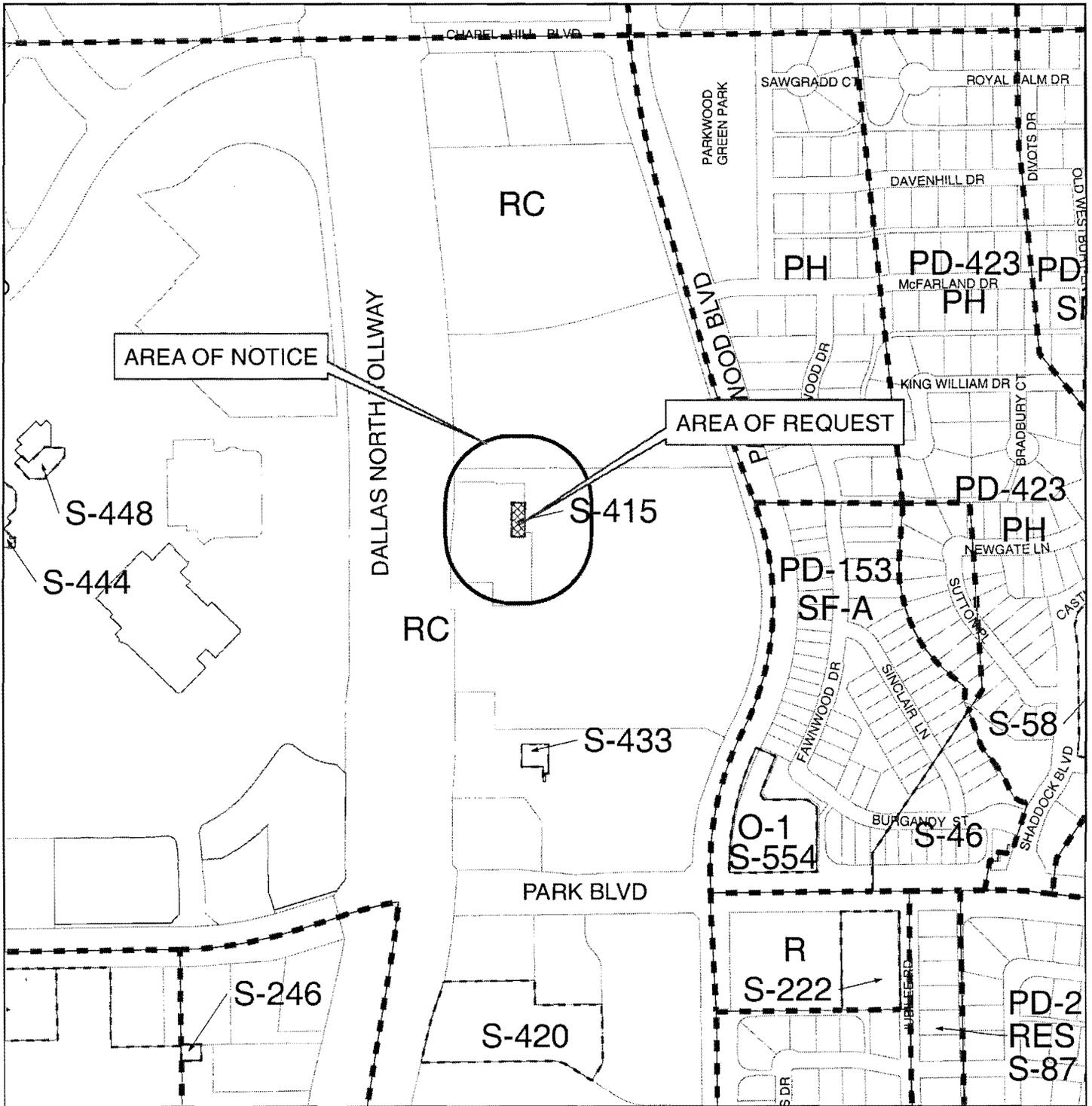
THENCE North, 00° 00' 42" West, a distance of 62.51 feet to the point for corner;

THENCE North, 89° 59' 18" East, a distance of 8.67 feet to the point for corner;

THENCE North, 00° 00' 42" West, a distance of 17.63 feet to the point for corner;

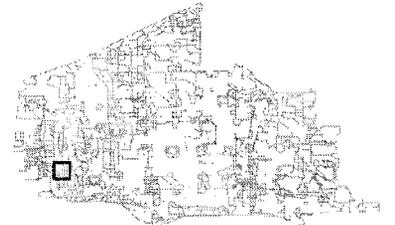
THENCE North, 59° 59' 18" East, a distance of 40.00 feet to the point for corner;

THENCE South, 00° 00' 42' East, a distance of 102.00 feet to the POINT OF BEGINNING and CONTAINING 0.1061 acre (4,622 square feet) of land more or less.



Zoning Case #: 2012-39

Existing Zoning: REGIONAL COMMERCIAL/  
 DALLAS NORTH TOLLWAY OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #415



○ 200' Notification Buffer

**DATE:** December 4, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of December 3, 2012

**AGENDA ITEM NO. 6I**  
**PUBLIC HEARING: ZONING CASE 2012-40**  
**APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #459 for Private Club on 0.3± acre located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District with Specific Use Permit #459 for Private Club.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** January 14, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/sf

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

December 3, 2012

**Agenda Item No. 6l**

**Public Hearing:** Zoning Case 2012-40

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #459 for Private Club on 0.3± acre located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District with Specific Use Permit #459 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #459 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SPUs for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

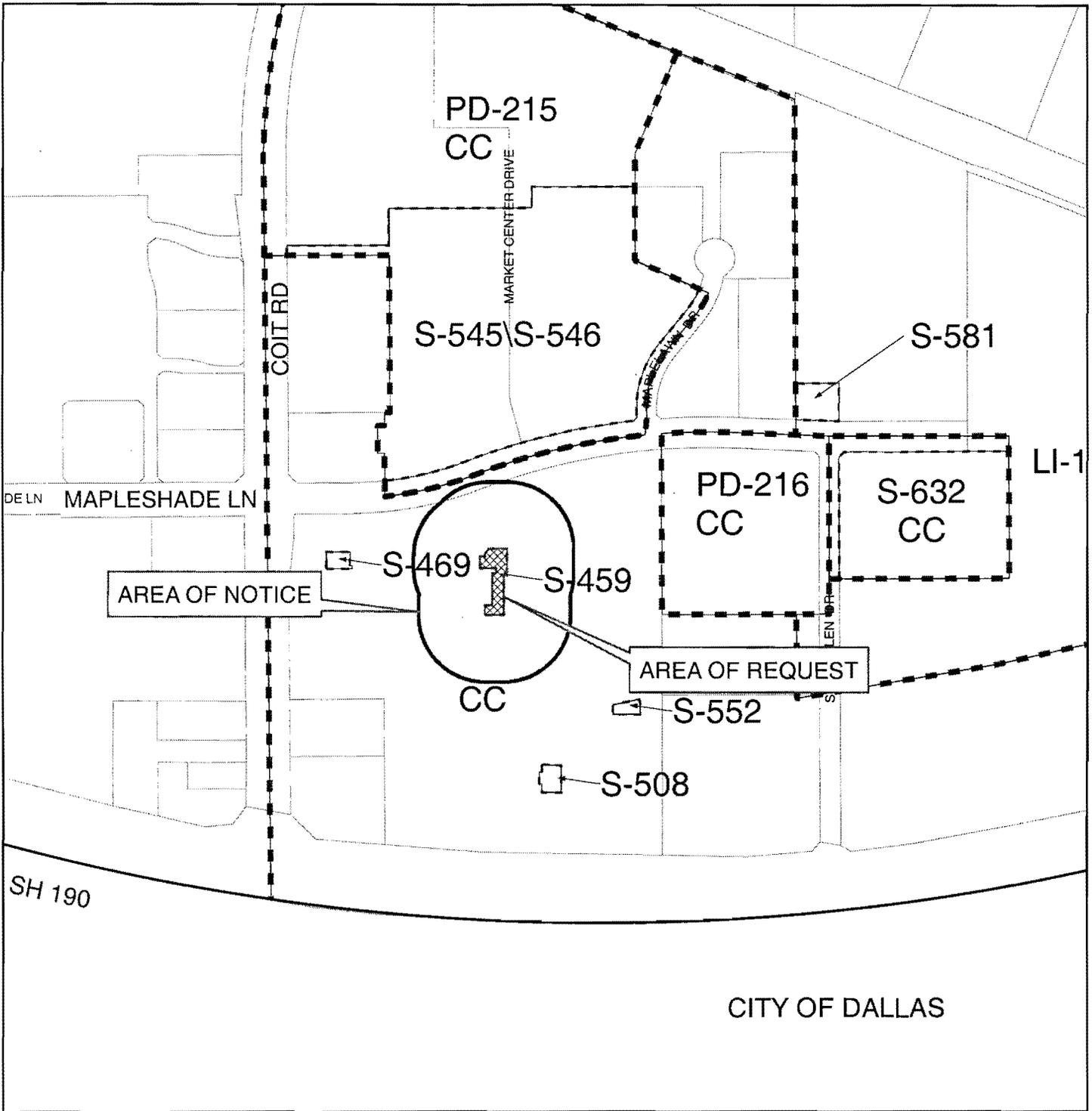
Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Central Market has obtained a Mixed Beverage Permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a

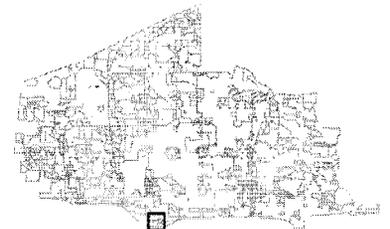
response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.



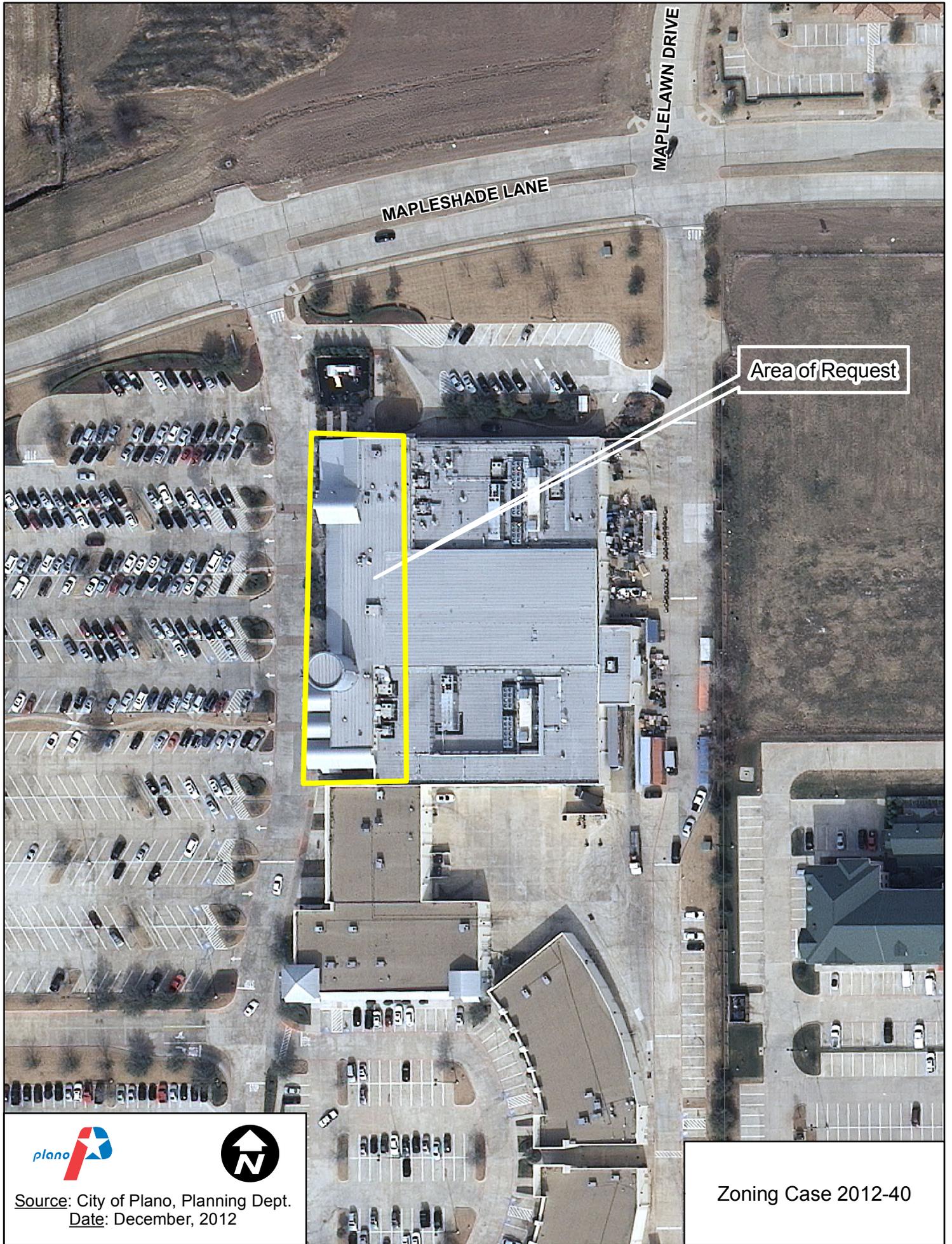
Zoning Case #: 2012-40



Existing Zoning: CORRIDOR COMMERCIAL/  
 190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #459



○ 200' Notification Buffer



MAPLESHADE LANE

MAPLELAWN DRIVE

Area of Request



Des Sauer 12/11/2012 X:\Dept\B&Z Locators & Graphics\Z2012-40A.mxd



Source: City of Plano, Planning Dept.  
Date: December, 2012

Zoning Case 2012-40

## Zoning Case 2012-40

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2002-1-27; thereby rescinding Specific Use Permit No. 459 for the additional use of a Private Club on 0.3± acre of land out of the Martha McBride Survey, Abstract No. 553, located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane, in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 459 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of January, 2013, for the purpose of considering rescinding Specific Use Permit No. 459 for the additional use of a Private Club on 0.3± acre of land out of the Martha McBride Survey, Abstract No. 553, located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane, in the City of Plano, Collin County, Texas; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of January, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 459 for the additional use of a Private Club 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.** Ordinance No. 2002-1-27 duly passed and approved by the City Council of the City of Plano, Texas, on January, 28, 2002, granting Specific Use Permit No. 459 for the additional use of a Private Club on 0.3± acre of land out of the Martha McBride Survey, Abstract No. 553, located 570± feet east of Coit Road, 200± feet south of Mapleshade Lane in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 459 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 459 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** 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 14TH DAY OF JANUARY, 2013.**

---

Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-40

Exhibit "A"

BEING all that tract of land out of the Martha McBride Survey, Abstract No. 553, being part of Lot 1, Block B, Coit Center, an addition to the City of Plano, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1, Block B;

THENCE South, 00° 01' 27" East, 186.05 feet to a point for corner;

THENCE South, 89° 58' 33" West, 259.47 feet to a POINT OF BEGINNING, said being on the north wall of the H-E-B grocery building, as constructed;

THENCE South, 35.25 feet to a point for corner;

THENCE West, 14.62 feet to a point for corner;

THENCE South, 9.50 feet to a point for corner;

THENCE South, 40° 05' 22" West, 17.25 feet to a point for corner;

THENCE West, 56.13 feet to a point for corner;

THENCE North, 57.95 feet to a point for corner;

THENCE East, 81.86 feet to the POINT OF BEGINNING and CONTAINING 4,339 square feet (or 0.099 acre) of land;

BEING all that tract of land out of the Martha McBride Survey, Abstract No 553, being part of Lot 1, Block B, Coit Center, an addition to the City of Plano, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1, Block B;

THENCE South 00° 01' 27" East, 186.05 feet to a point for corner;

THENCE South 89° 58' 33" West, 259.47 feet to a point for corner, said point being on the north wall of the H-E-B grocery building, as constructed;

THENCE 13.33 feet in a upward, vertical direction, to a point on the mezzanine level of said building, as constructed, to the POINT OF BEGINNING;

THENCE South, 97.16 feet to a point for corner;

THENCE West, 21.65 feet to a point for corner;

THENCE South, 96.83 feet to a point for corner;

THENCE West, 11.42 feet to a point for corner;

THENCE South, 73.24 feet to a point for corner;

THENCE West, 33.72 feet to a point for corner;

THENCE North, 78.57 feet to a point for corner;

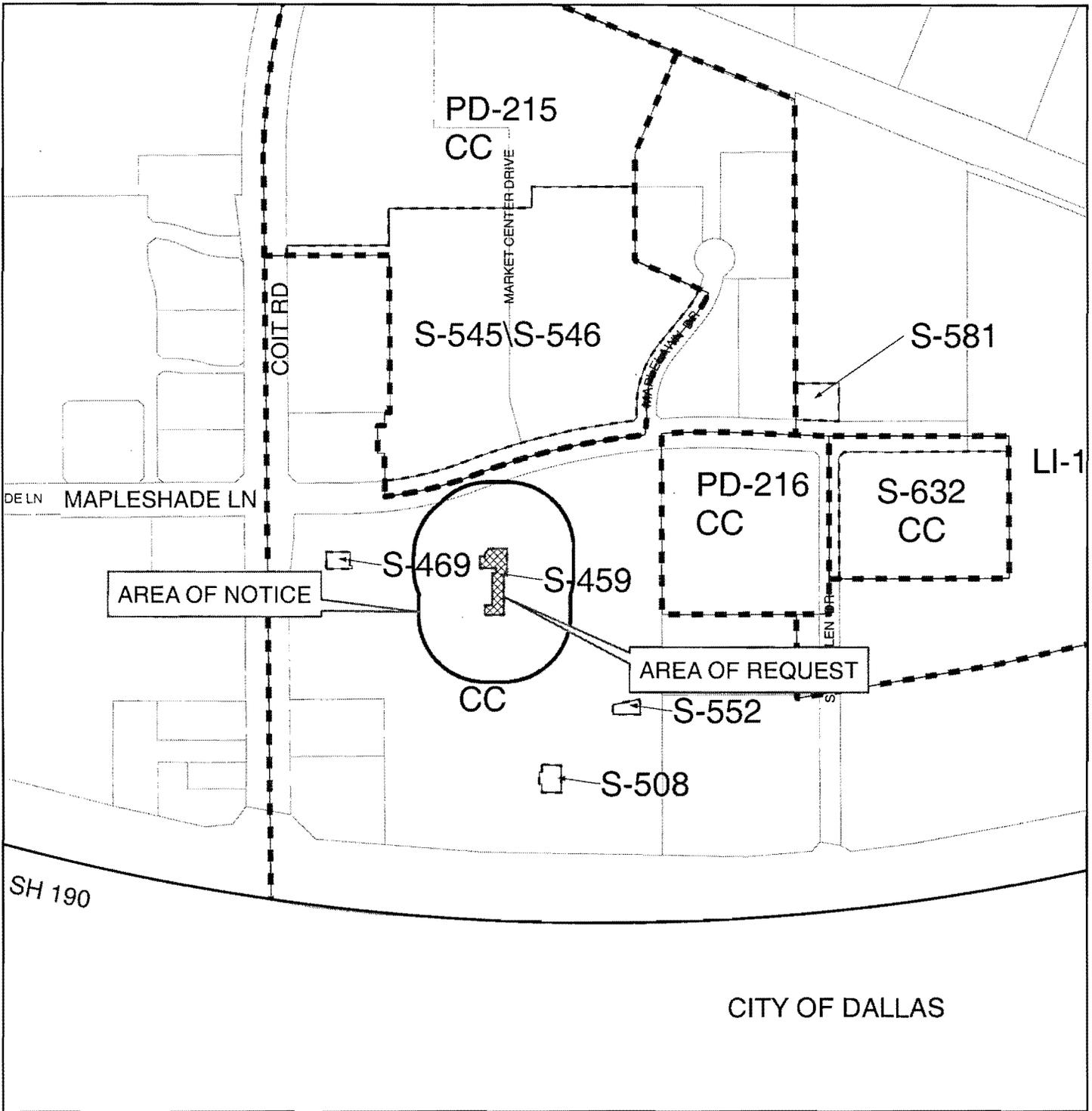
THENCE East, 9.67 feet to a point for corner;

THENCE North, 120.33 feet to a point for corner;

THENCE East, 15.33 feet to a point for corner;

THENCE North, 68.33 feet to a point for corner;

THENCE East, 41.79 feet to the POINT OF BEGINNING and CONTAINING 10,458 square feet (or 0.240 acre) of land.



Zoning Case #: 2012-40

Existing Zoning: CORRIDOR COMMERCIAL/  
 190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT  
 w/SPECIFIC USE PERMIT #459



○ 200' Notification Buffer



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/14/13		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey - 7156</b>				
<b>CAPTION</b>				
Discussion and Direction on Downtown Vision Plan Strategy and Update and Recommended Actions Contained within the Plan				
<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>2012-13</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
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Discussion and direction on the Downtown Vision Plan Strategy relates to the City's Goals of Exciting Urban Centers and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Please see attached memo.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	
Draft Downtown Vision Plan				

January 4, 2013

**MEMO**

**TO:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**FROM:** Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Updated Vision and Strategy Plan for Downtown Plano

Staff is completing an update to the 1999 Downtown Plano Transit Village Plan to renew the vision and develop strategies for the Downtown area's continued revitalization. The 1999 plan set the course for downtown becoming a vibrant, distinctive place in the region, with goals for additional housing, commercial space, entertainment venues and infrastructure improvements. Many of these goals have been met. However, there is ample opportunity for additional infill and redevelopment projects. The prospect of a new rail station on DART's future Cotton Belt line just south of downtown further expands downtown's potential.

The updated plan includes several goals for the next 10 years, including:

- Develop 1,000 units of housing within one-half mile of the Downtown Plano Station and a total of 2,000 units within the Plano DART rail corridor.
- Diversify non-residential use and develop or revitalize 150,000 square feet of non-residential space within ½ mile of the Downtown Plano Station and a total of 500,000 square feet of non-residential space within the DART rail corridor.
- Use redevelopment opportunities to remove blighted and underperforming commercial buildings.
- Improve streets, trails and sidewalks to create a pedestrian-friendly environment and better connections among neighborhoods, mixed-use centers and transit stations.
- Improve the physical condition and economic vitality of neighborhoods within the DART rail corridor.
- Continue the economic and tax base growth required to provide public improvements, services and reinvestment incentives.

To assist in accomplishing these goals, the plan recommends several projects and actions that the city can take. These are listed below, along with funding estimates and a notation as to whether or not funding is available. Funding is already programmed through various sources for most of the projects. There may be future contributions from the city through the creation of a Public Improvement District and the extension of Tax Increment Finance District #2. Adoption of the plan does not obligate the city to these expenditures.

- 15th Street Gateway – Reconstruct 15th Street from G Avenue to US 75, adding a bike lane, streetscaping, and relocating overhead utilities. \$4.3 million. Funded.
- Improve the US 75/15th Street overpass, add lighting and artwork noting Downtown Plano. Estimated Cost -- \$500,000. Funded.
- 18th Street Improvements – Reconstruct portions of 18th Street east and west of G Avenue to realign lanes and remove the median strip. Estimated Cost -- \$1.2 million; part of larger reconstruction project. Funded.
- 14th Street Reconstruction – Rebuild 14th Street from F Avenue to U.S. 75 and add sidewalks and street lighting. Estimated Cost -- \$300,000. Funded.
- McCall Plaza – Modify and repair the McCall Plaza to improve the DART pedestrian crossing, remove the water wall, re-landscape, replace cap stones and create a stage for entertainment events. Estimated Cost – \$1.5 million. Funded.
- 12th Street Station – Secure designation of the proposed 12th Street Cotton Belt/ Red Line Station. Purchase and develop three acres of land for parking for use by commuters and area businesses. Estimated purchase price-- \$1 million to \$1.5 million. Funded.
- Transit Village Veloweb – Construct the planned hike and bike trail connecting the four DART stations. Add bike racks and lockers at rail stations and other activity nodes. Includes sidewalk, street trees and ornamental street lights along J Avenue from 12<sup>th</sup> Street to 18<sup>th</sup> Street. Estimated Cost -- \$4.0 million. Partially funded.
- Municipal Center South Redevelopment – Relocate the Parks and Recreation Department and redevelop the site, including other non-historical properties within the block as a mixed-use project. A large public parking garage would be a part of the project. Estimated cost -- \$2 million for parking improvements. Does not include relocation of staff. Funded.
- 18th and K Redevelopment – Assemble and redevelop the block located at the southeast corner of 18th Street and K Avenue as a master planned mixed-use development. This project would include a large parking garage devoted to public parking and municipal use. Estimated Cost -- \$1.5 million, primarily for land acquisition. Funded.
- Parker Road Station – Continue to pursue urban mixed-use development at the Parker Road Station. Efforts should focus on city and county-owned property along Park Boulevard. Estimated Cost -- \$2.6 million, including land acquisition and perimeter improvements. Funded.
- Downtown Business Government Zoning District – Modify and expand the Downtown Business Government district to include the 12th Street Station and south couplet corridor. Estimated Cost – staff time.

- Public Improvement District – Establish a public improvement district for the management, maintenance and promotion of downtown. Estimated Cost – staff time to establish district.
- Neighborhood Empowerment Zone - Expand Neighborhood Empowerment Zone #1 to apply to the 12th Street Station area and the Vendome and Haggard Additions. Add incentives to attract uses including offices, primary medical services, lodging, and artist studios and galleries. Estimated Cost -- \$100,000 in waived fees over a 10 year period.
- TIF District – Expand the duration of TIF District 2 beyond 2014, but eliminating the participation of the Plano Independent School District, as required by law. Estimated Cost – \$500,000 annual property tax contribution by the City.

With City Council’s direction, staff would like to finalize the update to the vision plan and present it to the Planning & Zoning Commission and the Historic Downtown Plano Association before bringing it back for formal adoption at a future meeting.

Please let me know if you have questions or need additional information.

# DOWNTOWN PLANO

Vision & Strategy Update  
January 2013



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Gabrielle Castañeda Pruitt



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## Historic Downtown Plano and Great Places

Across America, people are searching for places with the warmth and feel towns had a hundred years ago – Places which are vibrant, diverse and personally important - Places where they can live and walk to the park, shops and restaurants - Places to be with family, visit friends and meet new people – Places offering excitement, celebration and spontaneity – Places for quiet conversation or simply to read a book. Fortunately, we have such a special place – Historic Downtown Plano.

Once sleepy and nearly forgotten, Downtown Plano has reawakened and transformed into an exciting urban center with shopping, restaurants, entertainment and nightlife. In 2002, the Dallas Area Rapid Transit light rail station opened in downtown and provided the spark for renewed interest and reinvestment. Following the vision and strategies outlined in the 1999 Downtown Plano Transit Village Plan, developers and small business owners and the City of Plano have revived the heart of the city and created a vibrant, distinctive and authentic place of regional importance. Downtown Plano is ready for continued growth, with ample opportunities for redevelopment and infill projects to add new housing, businesses, shopping and entertainment. The prospect of a new rail station on DART's future Cotton Belt line just south of Downtown Plano even further expands downtown's potential.

### A Decade of Change:

- Light rail and bus service
- Nearly 1,000 dwelling units built or under construction
- Over 70,000 square feet of new commercial space, new shops, restaurants and offices
- New elementary school
- An exciting arts scene, including galleries, studios and two theaters
- An expanded downtown park and improved streetscape
- New and restored homes in surrounding historic neighborhoods



RECENT, ON-GOING, AND PLANNED IMPROVEMENTS

PROJECT KEY

- A - Eastside Village I & II
- B - 15th Street Village
- C - Lexington Park at Rice Field
- D - Courtyard Theater & Cox Building
- E - Haggard Park Expansion
- F - SoCo 15 Mixed Use
- G - Icehouse Mixed Use
- H - Mendenhall Elementary
- I - Holt Lunsford Industrial Renovation
- J - 15th Street Reconstruction
- K - Various Downtown Renovations

\*\*See Appendix for individual project information sheets





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**1. THE VISION..... 5**

- Study Area..... 6
- Investing Downtown is Smart..... 7
- Expanding the Vision..... 9
- General Recommendations..... 13

**2. GUIDING PRINCIPLES..... 15**

- Design Elements..... 16
- Continuing Momentum..... 19
- Recommended Actions..... 20

**3. IMPLEMENTATION..... 22**

- Implementation & Funding..... 23
- Summary..... 25

**4. APPENDIX..... 26**

- Project Profiles..... 27
- Contacts..... 33
- City Fact Sheet..... 34
- Demographics..... 35



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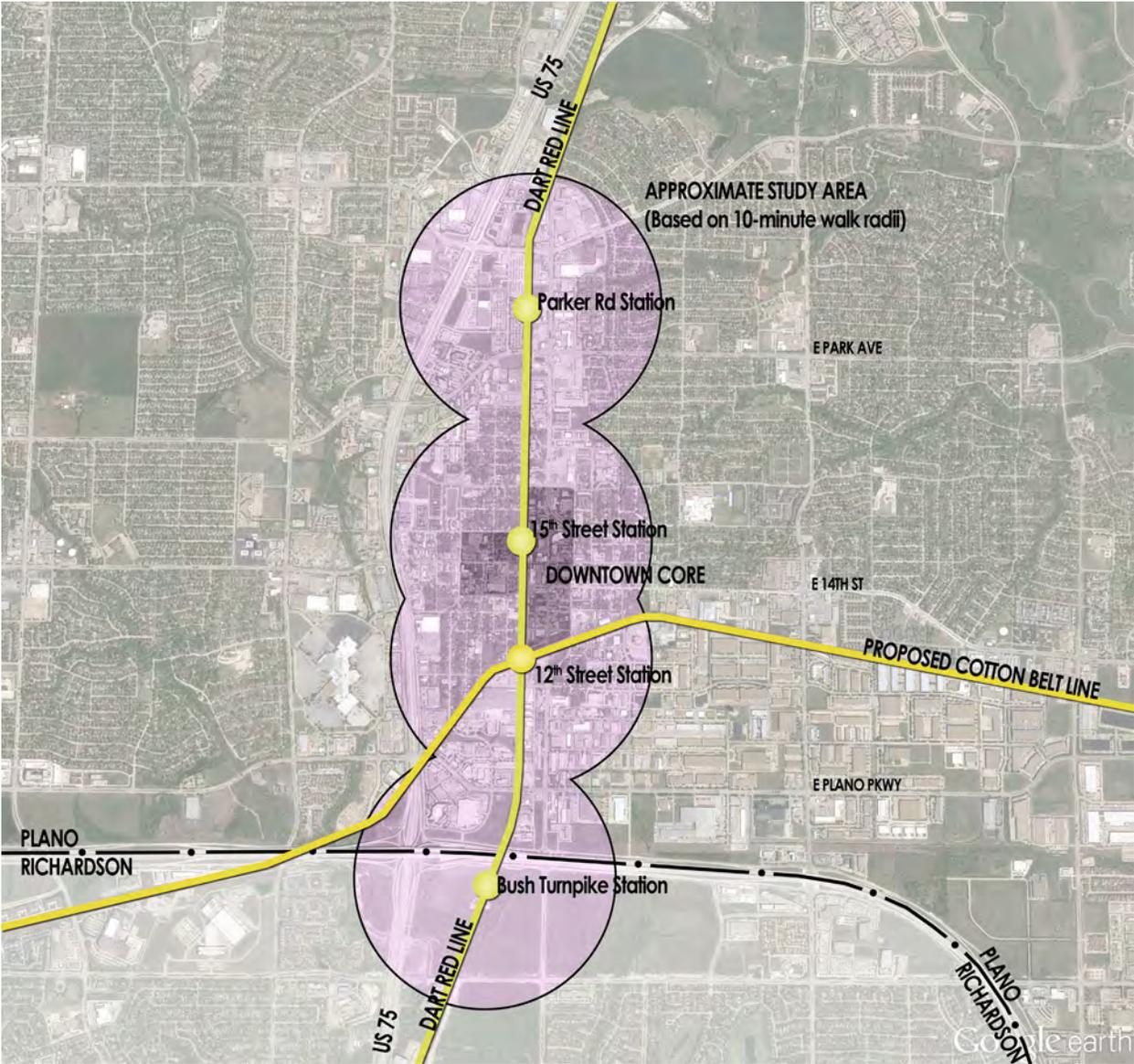


# The Vision

### STUDY AREA

With the coming of Dallas Area Rapid Transit's Red Light Rail line, planning and reinvestment for Downtown Plano focused on the area within one-half mile (walking distance) of the station. This area contains downtown's historic commercial core and the sites with greatest potential for redevelopment. But opportunity for growth extends the entire two and a half mile DART corridor from the Bush Turnpike to Parker Road Stations. With the addition of the proposed 12th Street Station, the entire corridor is within walking distance of one of four DART stations. No place outside of Downtown Dallas is better served by transit.

This report expands the study area to the full corridor, while still concentrating on downtown and the proposed 12th Street Station. Tremendous urban infill and redevelopment opportunities exist at all four stations. Great neighborhoods, including Douglass, Vendome, Haggard Park, Old Town and the Haggard Addition, add diversity and character to the area. Street, bike trail and sidewalk improvements can make the corridor more accessible, walkable and unified.



### INVESTING DOWNTOWN IS SMART

Investing in Downtown Plano is smart business. Developers and small businesses have infused more than \$72 million in new construction and renovation in the area since 1999. Property values in Tax Increment Finance District #2, which includes downtown as well as a larger area, have increased \$144 million in the same timeframe. Downtown offers many advantages that have contributed to its success and which continue to attract investors.

#### Inclusive

Downtown offers a broad range of goods and services needed for daily living. In or within walking distance of Downtown Plano there are restaurants, personal and business services, a grocery, vegetable and meat markets, theaters and art galleries, a park, post office, library and new elementary school. No other urban center in the region can match the diversity and completeness of Downtown Plano.

#### Connected

Downtown Plano’s location near U.S. 75 and the President George Bush Turnpike provides excellent access to the metropolitan area. DART’s Red Line and the future Cotton Belt Line provide rail service to other urban and employment centers, and soon to Dallas-Fort Worth International Airport.

#### Employment

The core of Downtown Plano contains several thousand jobs related to municipal administration, public safety, education, telecommunications and general business and services. Tens of thousands of jobs are located within three miles of downtown in the Research Technology District and Telecom Corridor. Plano alone has more than 140,000 locally-based jobs tied to international corporate, headquarters, hospitals and medical technology and a wide variety of business enterprises. All of this makes Downtown Plano a strong urban market for housing, restaurants and services, and small to mid-size businesses.



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**Favorable Demographic and Economic Trends**

The Dallas-Fort Worth metropolitan area’s population is projected to grow to 9.8 million by 2035, with jobs increasing to 6.1 million. Collin County, which encompasses most of the city of Plano, is one of the fastest growing counties in the country with a population expected to increase from 783,000 in 2010 to 1.4 million by 2035. Plano is a major employment center with a diverse, well-educated population of 261,000 and 140,000 jobs. These favorable trends ensure that Plano will continue to attract new residents, many of whom will be looking for the more urban lifestyle that Downtown Plano can offer.

**Choice**

The initial Downtown Plano Transit Village Plan recommended adding 1,000 housing units within one-quarter mile of the rail station. To date, 463 apartments, 27 for-sale townhouses and 33 condominium units have been constructed, along with numerous single-family homes on infill lots in surrounding neighborhoods. More than 300 additional apartments and townhouses will begin construction this year. Looking to the next 10 years, an additional 1,000 housing units should be built downtown, with potentially 1,000 more units within the Plano DART corridor. New housing should offer a wide range of options and prices.

**Incentives**

The City of Plano continues to provide a wide range of economic incentives and a favorable regulatory environment to stimulate redevelopment, infill, restoration and adaptive-reuse projects. All major projects are conducted through public-private partnership agreements.



*Variety of housing types is essential component of choice...*



*...as is choice in transportation mode and route.*



© Gabrielle Castaneda Pruitt



© Mike Newman Photography



*Plano’s incentive program are designed to give new life to old buildings.*

### EXPANDING THE VISION

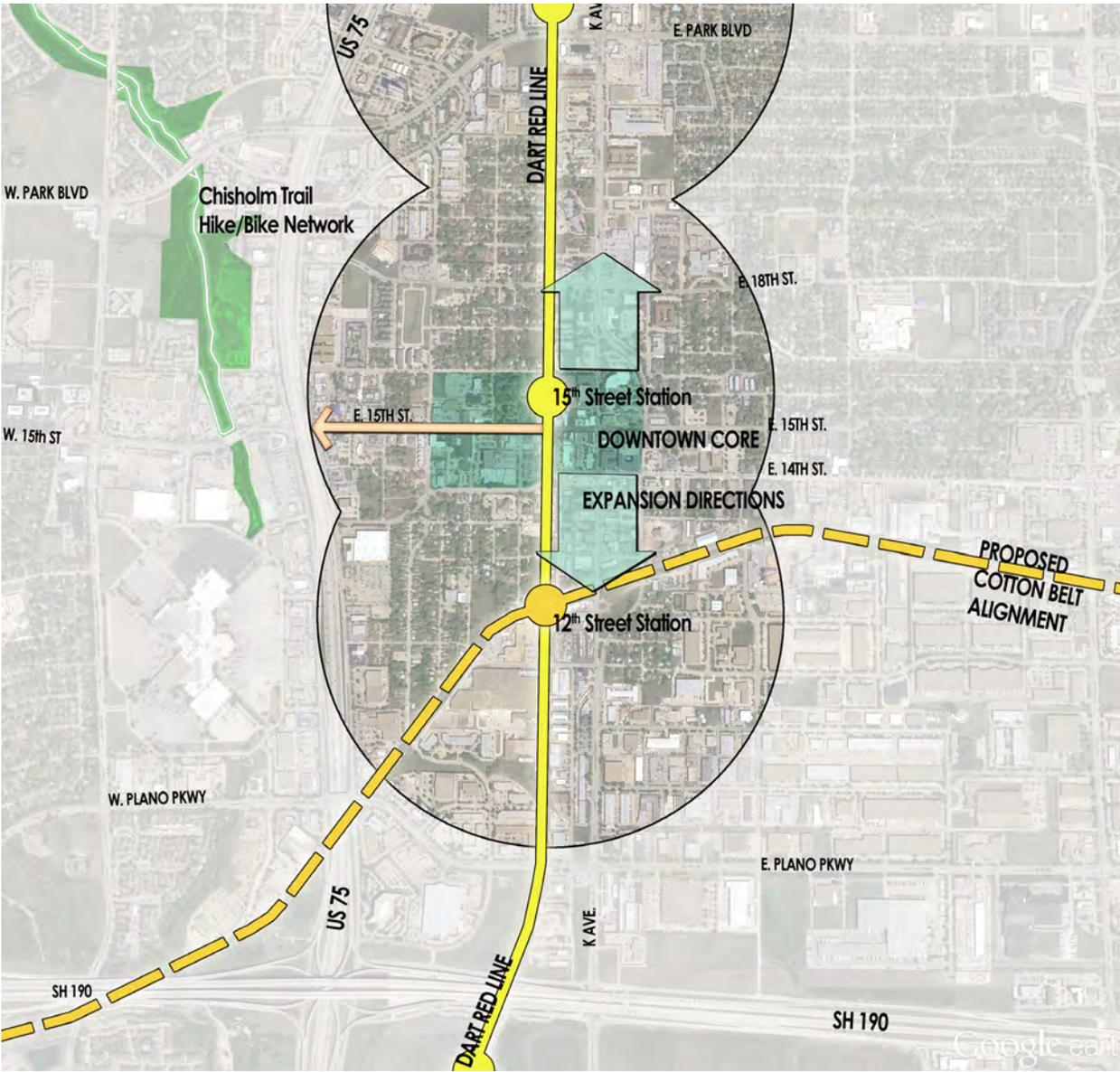
Strong developer interest in downtown and planned public improvements offer the opportunity for continuing downtown’s success and expanding the vision for transit oriented development within the entire corridor. A summary of some of the major opportunities and needed initiatives follows.

#### 15<sup>th</sup> Street Gateway

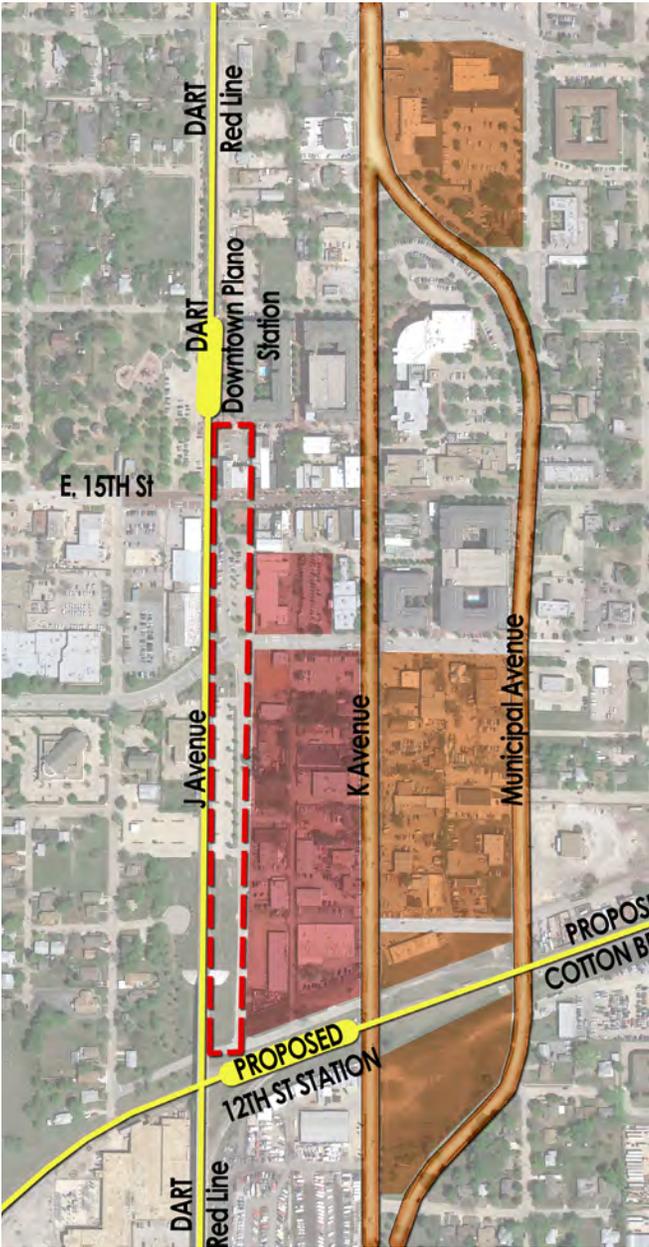
Downtown Plano is only one-half mile from U.S. 75, yet it remains physically and economically disconnected from the city’s most heavily travelled commercial corridor.

Beginning in 2013, 15th Street west of G Avenue will be reconstructed to improve traffic operations, add a bike lane, relocate overhead utilities and greatly improve the streetscape. The plan is to also improve the underpass below U.S. 75 with a wider pedestrian walkway, better lighting and downtown-themed artwork.

The new 15th Street Gateway will connect downtown to the U.S. 75 corridor and attract new business to downtown. The improvements will also greatly enhance the sense of entry to existing and planned residential development located only blocks away.



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**Downtown Couplet**

K Avenue is the major arterial street running north-south through Downtown Plano. This heavily travelled route extends from McKinney to Dallas and is vital to downtown’s commercial success. Through downtown, K Avenue splits into a one-way couplet to reduce the impact on downtown properties and provide a more pedestrian-friendly environment. Initial downtown reinvestment focused on the historical core along 15th Street. Now interest is shifting to sites along the couplet. These sites are generally larger and have much greater exposure to regional traffic.

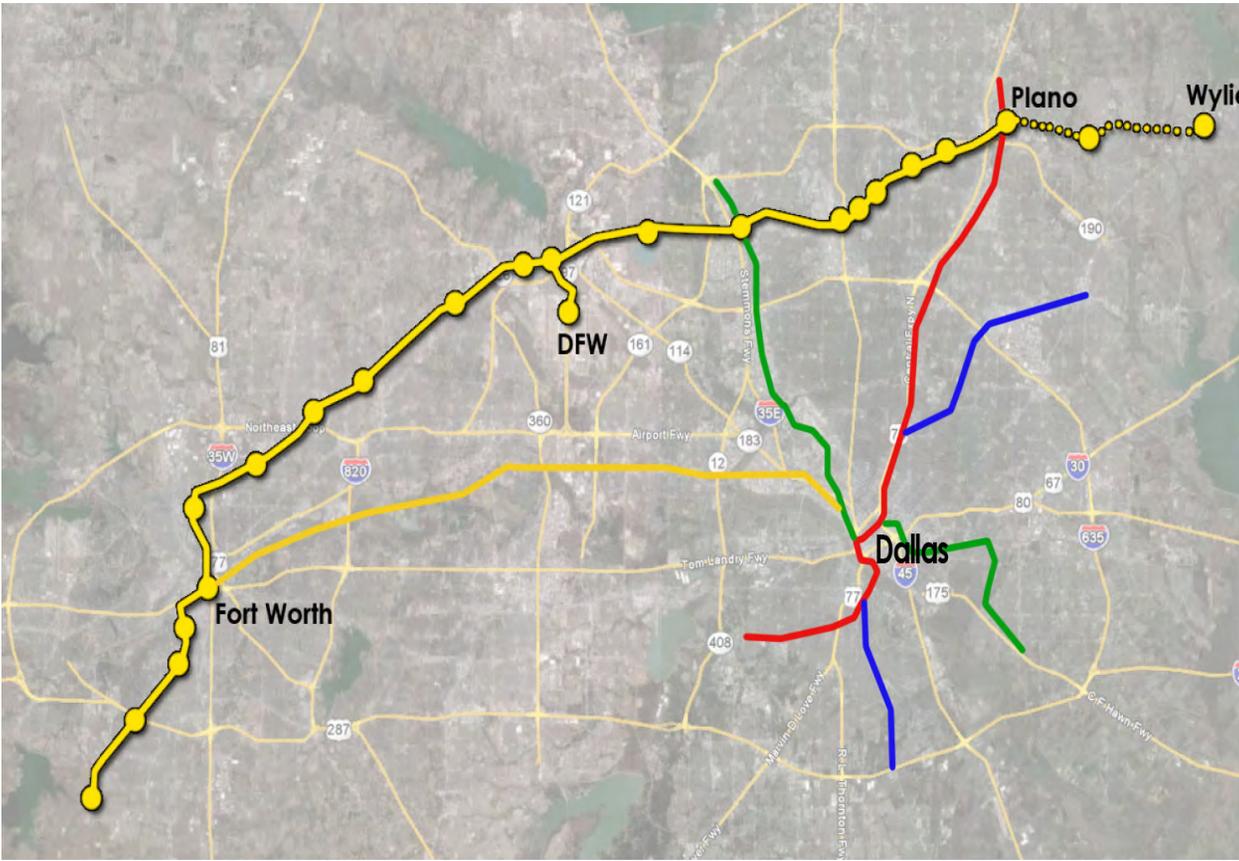
North Couplet - A major opportunity for northern expansion of downtown is the block north of the Municipal Center, which is mostly used for surface parking. The city hopes to partner with one or more developers to assemble, master plan and redevelop the property. This six acre site is ideal for urban mixed-use development, with a significant non-residential component. Successful development of the site would likely lead to redevelopment of the shopping center at the northeast corner of 18th and K Avenue.

South Couplet - Couplet sites south of 14th Street also have great potential. The area is currently occupied with commercial and auto related uses. Land is subdivided into small lots and ownership is fragmented. This area has not caught the attention of developers. However, the recent completion of the Ice House (a four-story mixed use building) on 14th Street marks the start of the southern expansion of downtown to the planned 12th Street DART station. This area is well suited for small infill projects. The addition of public parking and assistance with street and utility improvements may well be the needed catalyst. Bold, more edgy architecture should be encouraged to give the area a distinctive character.

J Avenue - J Avenue parallels the couplet between K Avenue and the DART Red Line. Between 12th Street and 18th Street, J Avenue presents a special opportunity to create a pedestrian-oriented environment well suited for small scale mixed-use. Public parking and streetscape improvements are essential in this area as well. The grid street pattern could be improved by adding new mews streets between J and K Avenues, including 12th Place, 13th Street and 17th Street.



Planned Cotton Belt Line



Cotton Belt Line

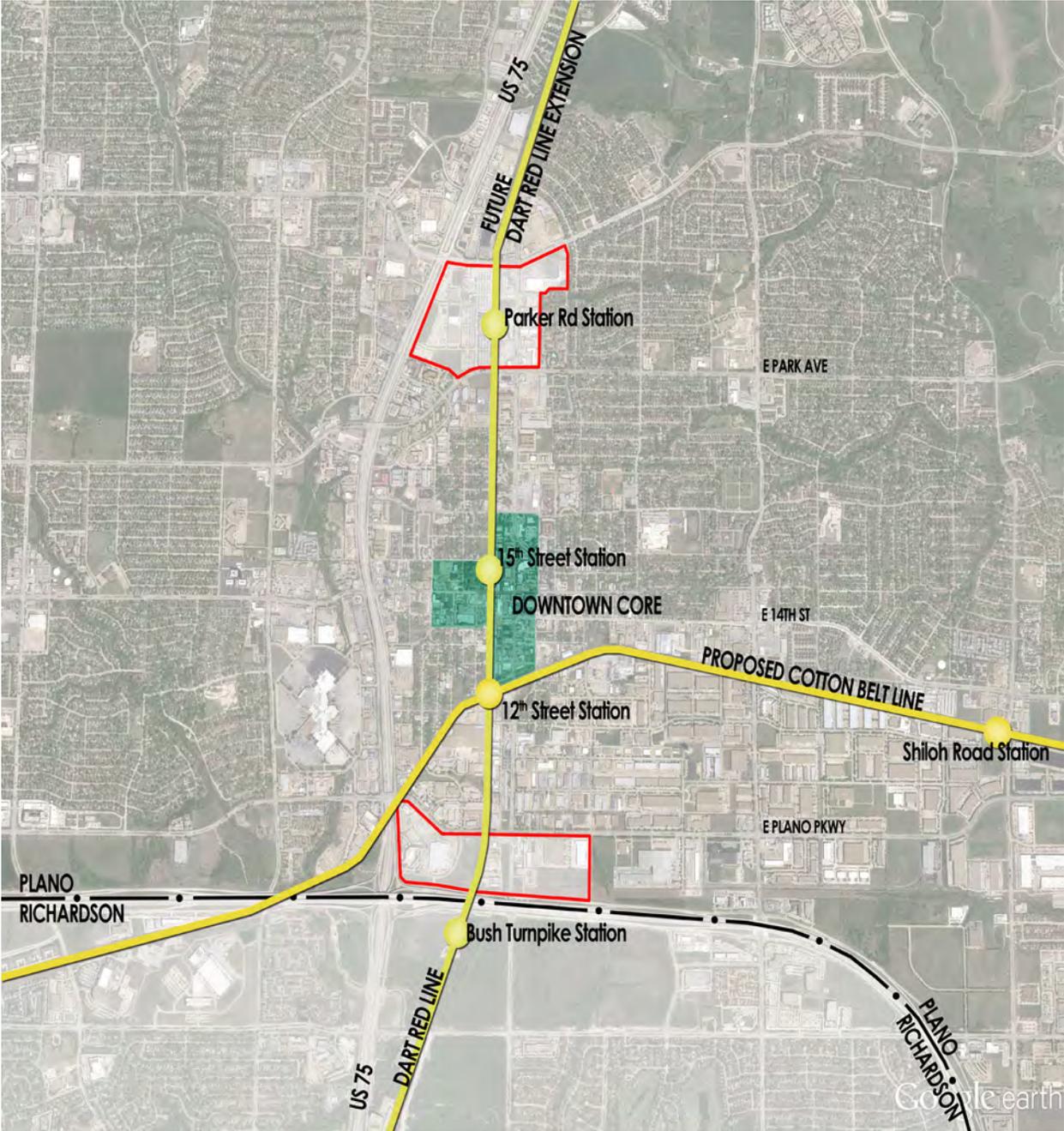
DART's planned Cotton Belt Line will extend passenger rail from Fort Worth through Addison and North Dallas to Plano and provide an important link to Dallas-Fort Worth International Airport. The proposed station at 12th Street and K Avenue, where the Cotton Belt Line crosses the Red Line, is approximately 0.4 miles south of the core of Downtown Plano.

The new rail station will anchor the south side of downtown and act as a magnet for new development. This area offers many development opportunities and is well suited for infill projects, including townhomes, live/work space and small offices and studios.

There is sufficient land for the station platform. Approximately three acres are needed for parking. The city should immediately purchase and develop land for station parking. Even if the Cotton Belt rail line is not developed for many years, the added parking will help stimulate private development at the southern end of the couplet.

Proposed 12th Street Station Plan and Renderings





Underdeveloped areas near DART stations

**Parker Road Station**

The DART Red Line ends at the Parker Road Station, approximately 1 mile north of downtown. The station has strong ridership with heavy parking demand. The best opportunity for transit-oriented development is at the southern end of the station along Park Boulevard. This area is well suited to a variety of uses including multi-family, office, medical, entertainment and retail. During the next 10 years, 8 to 15 acres in this area could redevelop. Streetscape improvements along K Avenue and development of a hike and bike trail to downtown would strengthen the northern K Avenue corridor.

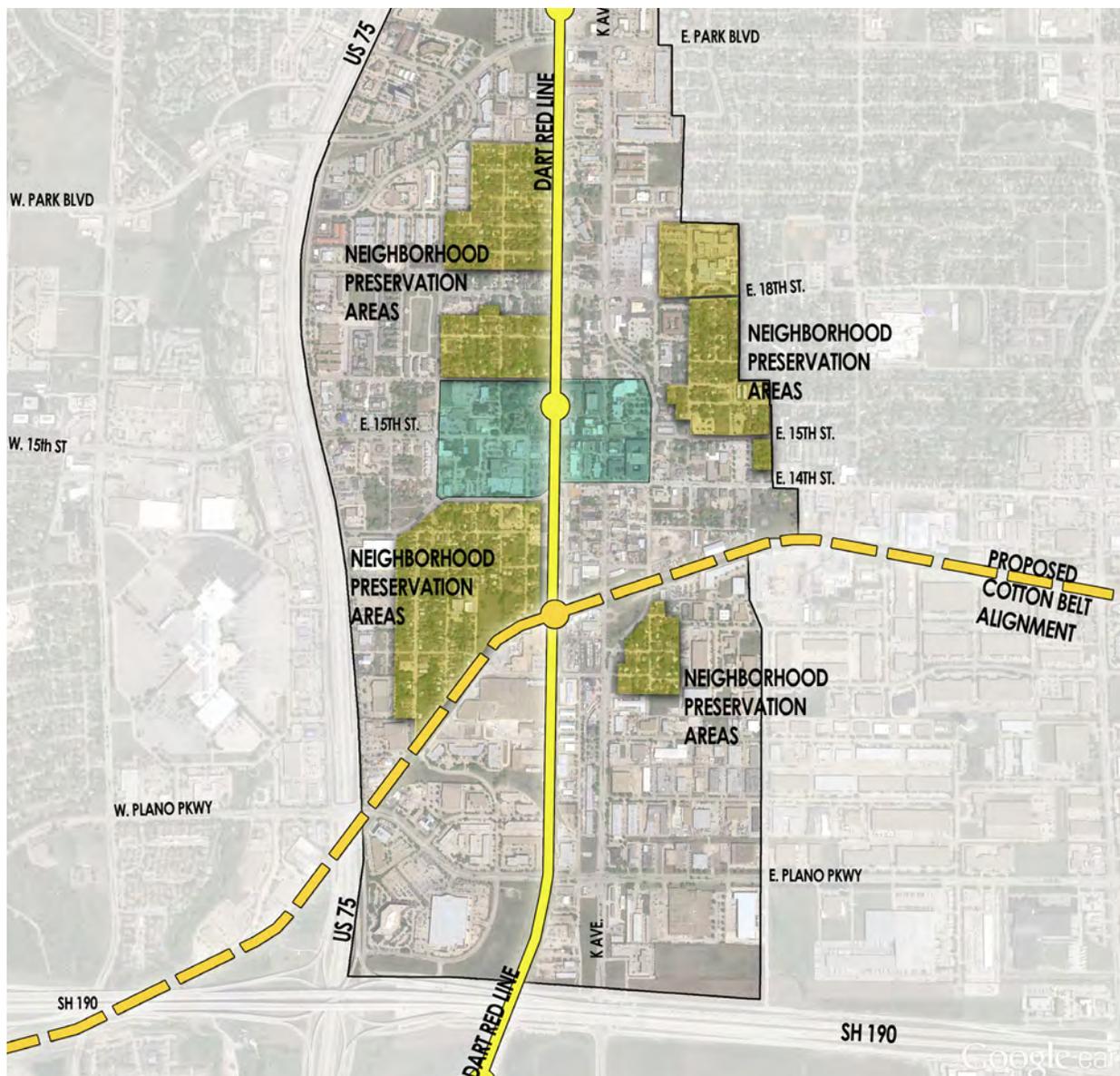
**Bush Turnpike Station**

The Bush Turnpike Station serves both Richardson and Plano. While the platform is located in Richardson on the south side of the Bush Turnpike, it is within walking distance of vacant and underdeveloped property in Plano south of Plano Parkway. This area may be suitable to mixed-use development. Commercial uses may find market support from heavy commuter traffic. Successful residential use in this area will require imaginative design and amenities.



Opportunity exists around stations for development similar to the Eastside Village in Downtown Plano

## GENERAL RECOMMENDATIONS



### Neighborhood Preservation

Several single-family neighborhoods are located in downtown and the larger DART corridor, including Douglass, Haggard Park, the Haggard Addition and Vendome. These neighborhoods contain a wide variety of architectural styles, house sizes and price points.

During the last 20 years, many homes have been restored and new housing constructed in this area. Nevertheless, the neighborhoods are fragile and continuing effort is needed to preserve, protect, and enhance them.

There are several older apartment complexes in the area. Some are well maintained, but others require major rehabilitation or demolition. More is needed than financial and technical assistance. Strengthening the neighborhoods also requires greater social interaction and organization of neighborhood residents to promote their common interests.



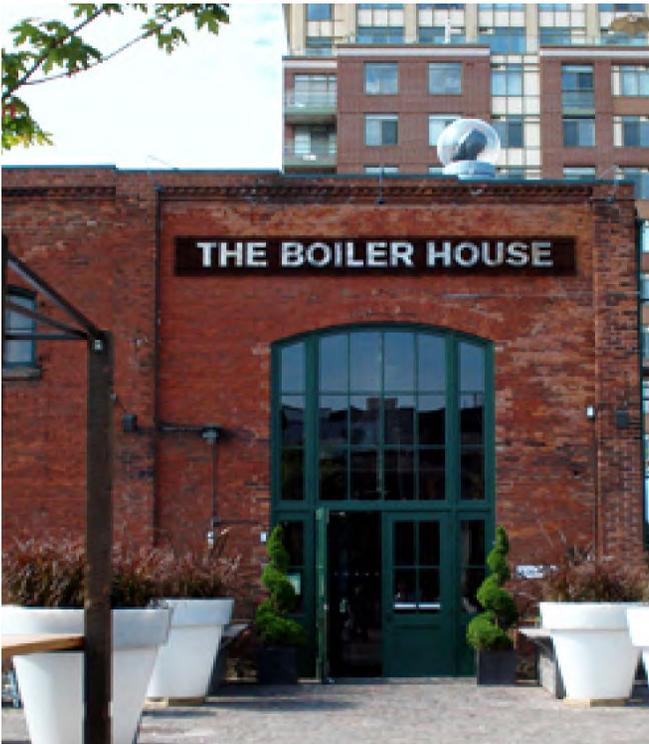


**Pedestrian-Friendly Streets**

A combination of public infrastructure projects and private development has reshaped the streetscape of Downtown Plano. The signature brick sidewalks and street trees provide not only an improved pedestrian experience but serve to connect the area visually.

On-street parking calms traffic and provides a safe buffer for pedestrian comfort. Opportunities exist to extend this theme as the downtown area expands westward to U.S. 75 and along J and K Avenues.

The planned north-south hike and bike trail linking the four DART stations needs to be constructed. Pedestrian routes within neighborhoods need to be evaluated. Many areas lack sidewalks; however, constructing new walks may destroy landscaping and the character of the street.



**More Variety of Uses**

A complete neighborhood includes a broad mix of uses to meet the daily needs of its residents. This includes a variety of housing options, restaurants, retail, personal services and public services and facilities.

Downtown and the DART corridor are very diverse, but further improvement can be made. Downtown and the surrounding area could benefit from a primary care medical clinic and a pharmacy. General apparel and household goods stores are needed downtown.



Additional office space near all the DART stations is encouraged. Downtown continues to be a magnet for artists and is home to the Courtyard Theater, Art Centre of Plano, and several art galleries and design studios.

*Having a variety of building types, scales, and open spaces allows for a variety of uses as a locally derived response to opportunity*



# Guiding Principles

## DESIGN ELEMENTS

Building on the momentum of the last decade requires adherence to design principles that make sustainable, walkable, active urban centers and traditional livable neighborhoods. The following principles have been used in Plano and other successful communities.

### Urban Center

An urban center is the area of greatest density, social interaction and commerce. It is where people meet, conduct business, entertain and celebrate. The center is a place frequented by nearly all residents. It is a regional destination attracting visitors beyond the community without detracting from its local character.

### Mix of Uses

Mixing land uses results in a symbiotic relationship where the whole is greater than the sum of parts. Land use can be mixed horizontally or vertically. It is natural and desirable for sub-areas within the urban center to be either predominantly but not exclusively residential or non-residential. Urban mixed-use centers always have a commercial core, typically consisting of restaurants, entertainment uses and shops. Residential uses may be vertically integrated. The size of the commercial core should be a function of the market and not forced solely as a design consideration.

### Inclusive Housing

A strong urban center is for everyone. It can be a great place to visit, but not a great place to live unless it has many housing choices. Density and compact design are important, yet a variety of housing types and cost is essential to respond to a broad demographic profile. Universal design of ground floor units is strongly encouraged.

### Entry Corridors

The urban center must be accessible to a large market area. Entry corridors and major through streets must balance the need for accommodating traffic volume with the need to maintain a pedestrian-oriented environment. Public parking should be convenient, but never allowed to dominate the urban environment.

### Street Grid

A tight grid street pattern provides good vehicular and pedestrian movement in an urban center. Frequent intersections discourage high-speed vehicular traffic and improve pedestrian safety. Small blocks make walking easier and provide visual interest. The street grid pattern should be regular, but with occasional off-sets and irregularities to create visual interest and unique development sites. Streets should vary in width appropriate to their context. Large thoroughfares should be avoided as they detract from the pedestrian environment. The street grid must physically connect to adjacent neighborhoods to create a larger market and psychological shared bond.



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*Pedestrian cut-throughs can ensure a flexible block structure and variety of experiences.*



*An example of parking converted into temporary public space*

### Development Grain

The urban center should principally consist of a fine grain of narrow lots and multiple buildings, both attached and detached. A few larger anchor uses are desirable to generate activity, establish identity and appeal to a larger market area. However, large buildings are best located on the perimeter and lined with smaller users.

### Streets as Places

A street is more than a means of travel. It is also an outdoor room, a place for sharing time and spending time. A street is a common shared environment. It is the primary place where social and economic interaction occurs. The appearance of the street (including pavement, curbs, walks, and fixtures) sets the quality of the place. Streets should be designed to discourage high-speed traffic, thereby increasing safety for bicyclists, pedestrians and vehicle occupants alike.

### Streetscape

The design of streets, sidewalks, and associated fixtures, furniture and plantings create the pedestrian environment and provide the most unifying elements of an urban center. Development of a common vocabulary of materials and design is important, but each building should have opportunity to develop an individualized response to the street. Pedestrian comfort and safety is a priority, yet the streetscape must also create visual interest that makes an urban center walkable.

### Public/Private Realm

Buildings are designed to create a comfortable transition between the public and private realms. Windows, doors, porches, stoops and overhangs are ways to connect a building to the street and encourage social interaction and a sense of community. Buildings should interface directly with the street (generally a maximum setback of 15-20 feet behind the curb) to frame the street and connect public and private environments.

### Common Open Space

Urban centers should be relatively dense and compact. Common open space is preferred over private yards. A central open space is needed for community activities, leisure and celebrations. It should not be too large or it will separate the urban fabric. A few smaller open spaces should be located for relief and visual interest.

### Flexible Outdoor Space

Outdoor event space is important to activate urban development. Small plazas should be designed where they can be restful retreats or easily converted for events and entertainment. Even surface parking lots should be designed to support festivals, art shows, concerts and food truck courts. Streets, walks, plazas and parking lots are a part of the public realm as much as open space.



*Regardless of size or use, good urban buildings interface directly with a safe, walkable public realm.*



*Park(ing) Day provides an example of flexible space in public realm*

### Transportation Choice

Walking is the lifeblood of the urban experience, but a variety of transportation options is essential to a successful urban center. Rail, bus, bike, foot and car should all be options available to meet specific needs. Cars must be accommodated, but never allowed to dominate the urban environment.

### Shared Parking

Like open space, parking must be managed to maintain a compact development form conducive to pedestrian travel. The maximum amount of allowed parking should be controlled. Large buildings should be garage parked. Surface parking lots should be publicly owned and shared as open public parking. Surface parking lots should be considered as reserved future development sites. On-street parking is encouraged to reduce the need for parking lots and reduce the speed of vehicular traffic.

### Character & Authenticity

Authentic places take on the personality of those within them. Urban centers that grow organically through multiple independent local business decisions and personal investments are more likely to develop a unique character and authenticity. Organic development faces greater coordination and financial challenges, but typically results in a more spontaneous and dynamic character. Sculpture, wall graphics and murals by local artists can add visual interest and personality to urban centers.



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*Seek opportunities for the unexpected, such as human-scaled, niche public spaces within developments.*

## CONTINUING THE MOMENTUM

Only a decade after Downtown Plano's resurgence began, there are many success stories to tell. Residents of downtown and its surrounding neighborhoods populate the streets, visiting downtown shops and restaurants, taking children to the park and walking their dogs. A vibrant restaurant and nightlife scene attracts people from throughout the region. New investors and businesses have diversified the retail, service and office sectors. With economic recovery, new residential development is under way, adding to the street life and energy of the area. Downtown Plano has the critical mass necessary to sustain existing businesses and attract new ones.

### Goals for the Next 10 Years:

- Develop 1,000 units of housing within one-half mile of the Downtown Plano Station and a total of 2,000 units within the Plano DART rail corridor.
- Diversify non-residential use and develop or revitalize 150,000 square feet of non-residential space within one-half mile of the Downtown Plano Station and a total of 500,000 square feet of non-residential space within the DART rail corridor.
- Use redevelopment opportunities to remove blighted and underperforming commercial buildings.
- Improve streets, trails and sidewalks to create a pedestrian-friendly environment and better connections among neighborhoods, mixed-use centers and transit stations.
- Improve the physical condition and economic vitality of neighborhoods within the DART rail corridor.
- Continue the economic and tax base growth required to provide public improvements, services and reinvestment incentives.



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## RECOMMENDED ACTIONS

To build on the original strategies that have been key to Downtown Plano's successful rebirth, several actions are recommended during the next 10 years:

- 15th Street Gateway – Reconstruct 15th Street from G Avenue to US 75, adding a bike lane, streetscaping, and relocating overhead utilities. \$4.3 million. Funded.
- Improve the US 75/15th Street overpass, add lighting and artwork noting Downtown Plano. Estimated Cost -- \$500,000. Funded.
- 18th Street Improvements – Reconstruct portions of 18th Street east and west of G Avenue to realign lanes and remove the median strip. Estimated Cost -- \$1.2 million; part of larger reconstruction project. Funded.
- 14th Street Reconstruction – Rebuild 14th Street from F Avenue to U.S. 75 and add sidewalks and street lighting. Estimated Cost -- \$300,000. Funded.
- McCall Plaza – Modify and repair the McCall Plaza to improve the DART pedestrian crossing, remove the water wall, re-landscape, replace cap stones and create a stage for entertainment events. Estimated Cost – \$1.5 million. Funded.
- 12th Street Station – Secure designation of the proposed 12th Street Cotton Belt/ Red Line Station. Purchase and develop three acres of land for parking for use by commuters and area businesses. Estimated purchase price-- \$1 million to \$1.5 million. Funded.
- Transit Village Veloweb – Construct the planned hike and bike trail connecting the four DART stations. Add bike racks and lockers at rail stations and other activity nodes. Includes sidewalk, street trees and ornamental street lights along J Avenue from 12th Street to 18th Street. Estimated Cost -- \$4.0 million. Partially funded.



- Municipal Center South Redevelopment – Relocate the Parks and Recreation Department and redevelop the site, including other non-historical properties within the block as a mixed-use project. A large public parking garage would be a part of the project. Estimated cost -- \$2 million for parking improvements. Does not include relocation of staff. Funded.
- 18th and K Redevelopment – Assemble and redevelop the block located at the southeast corner of 18th Street and K Avenue as a master planned mixed-use development. This project would include a large parking garage devoted to public parking and municipal use. Estimated Cost -- \$1.5 million, primarily for land acquisition. Funded.
- Parker Road Station – Continue to pursue urban mixed-use development at the Parker Road Station. Efforts should focus on city and county-owned property along Park Boulevard. Estimated Cost -- \$2.6 million, including land acquisition and perimeter improvements. Funded.
- Downtown Business Government Zoning District – Modify and expand the Downtown Business Government district to include the 12th Street Station and south couplet corridor. Estimated Cost – staff time.
- Public Improvement District – Establish a public improvement district for the management, maintenance and promotion of downtown. Estimated Cost – staff time to establish district.
- Neighborhood Empowerment Zone - Expand Neighborhood Empowerment Zone #1 to apply to the 12th Street Station area and the Vendome and Haggard Additions. Add incentives to attract uses including offices, primary medical services, lodging, and artist studios and galleries. Estimated Cost -- \$100,000 in waived fees over a 10 year period.
- TIF District – Expand the duration of TIF District 2 beyond 2014, but eliminating the participation of the Plano Independent School District, as required by law. Estimated Cost – \$500,000 annual property tax contribution by the City.



# Implementation





## IMPLEMENTATION & FUNDING

Downtown development is being spurred by a variety of incentives provided by the City of Plano. Many of the projects conducted during the last decade resulted from public/private partnerships tailored to the specific needs of each project.

The city continues to amend development regulations to achieve good design and sound development economics, while protecting downtown's historical and architectural character. The city expedites plan review and inspections to keep projects on schedule.

In addition to these incentives, the city has created many programs, described below, to further encourage development downtown and in the surrounding neighborhoods:

**Tax Increment Financing:** In 1999, the City of Plano, the Plano Independent School District, Collin County and Collin College created a tax increment finance (TIF) district to encourage economic reinvestment along the DART rail corridor. As authorized by Chapter 311 of the Tax Code, a TIF receives funding through ad valorem taxes derived from the growth of the total appraised value of property within the district occurring after the district is established.

TIF funds can be spent for infrastructure, facilities and land within the district to facilitate economic reinvestment. State law also grants municipalities broader development powers within a TIF district.

TIF #2 extends along the DART rail corridor from the southern city limit to approximately one-half mile north of Parker Road. At the time the TIF was created, the total appraised value of property within the district was \$313 million. Today, the total appraised value has grown to over \$459 million, yielding \$31 million in revenue to date.

Thus far, projects (including the Courtyard Theater and Cox Building rehabilitation) specified for TIF funding have created a funding obligation of \$12 million. The total revenue generated during the district's 15-year life (which expires in 2014) should exceed \$20 million.

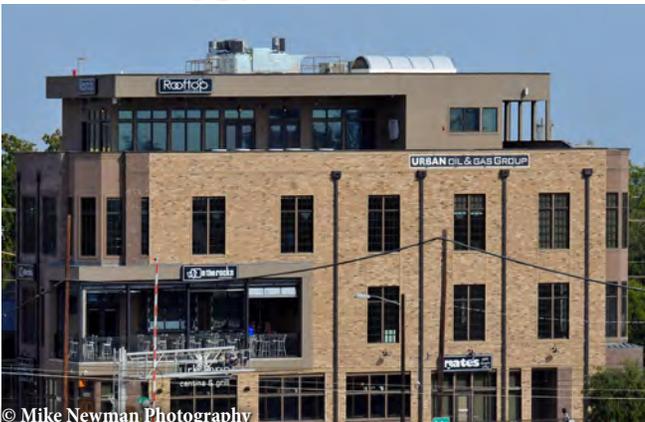
**380 Agreements:** Chapter 380 of the Local Government Code gives municipalities authority to make grants and loans of funds or services to further economic development. This authority, combined with that associated with tax increment financing, is the basis for most public/private partnership development agreements.





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**Neighborhood Empowerment Zone:** Authorized under Chapter 378 of the Local Government Code, the City of Plano created Neighborhood Empowerment Zone #1 in August 1999, which includes downtown and the surrounding neighborhoods. Among the powers granted by the law, cities may waive development fees within an empowerment zone to stimulate economic development, including the production and rehabilitation of affordable housing. Plano's empowerment zone waives all development-related fees for construction, remodeling and rehabilitation of commercial buildings and single-family housing. Fees are also waived for the rehabilitation of multi-family units, provided the cost of work is greater than \$8,000 per unit. The neighborhood park fee is waived for new multi-family construction. As of June 2012, \$726,930 in fees have been waived, resulting from construction valued at \$72,446,398.



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**Historic Preservation Tax Exemptions:** Under the authority of Chapter 11.24 of the Tax Code, properties designated as a heritage resource by the city are eligible to receive a property tax exemption to encourage proper restoration and maintenance. The size of the exemption ranges from 38 percent to 100 percent of the structure's value based on the use of the property and its historical significance. All four governmental entities that levy a property tax in Plano participate in the program. Designated properties are reviewed annually to ensure they are properly maintained and qualified to continue receiving the exemption. In addition to designating individual properties, Plano has established two heritage districts – downtown and the adjacent Haggard Park neighborhood.

**Fire Sprinkler Program:** Fire protection of Downtown Plano has been a long-standing concern. Downtown was repeatedly destroyed by fire in the 1890s. Today, only a few buildings in the historic commercial core have fire sprinklers. The Fire Department is working with downtown merchants and building owners to reduce risk and install a shared fire sprinkler system. As an incentive, the city will pay the cost of extending water lines and installing fire valves and risers to serve building groups. The merchants will pay the cost of internal service lines and sprinkler heads.



**Regulatory Incentives:** A number of regulatory incentives have been adopted to accommodate development and reduce cost. No existing building is required to provide parking regardless of occupancy. Up to 4,500 square feet of building area may be added to a designated historic building without providing parking. New buildings are required to provide parking, but at a much lower rate than required elsewhere in the city.

The Planning & Zoning Commission may also decrease the amount of required parking by giving credit for nearby public parking. Buildings may cover 100% of the lot and may be four stories in height. Live/work units are permitted on the ground floor of buildings. Building stoops, awnings, balconies and signs are permitted to extend into the street right-of-way. Where sidewalks are sufficiently wide, the city permits outside dining under a license agreement with the restaurant. The 2009 International Building Code for Existing Buildings is used for regulating restoration and remodeling of historic commercial buildings.



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## SUMMARY

Downtown Plano and the DART rail corridor are redefining Plano's future. As the region's population grows to more than 9 million during the next 20 years and Plano matures, greater emphasis will be placed on redevelopment and creation of mixed-use urban development. Downtown and the DART rail corridor remain full of opportunities to demonstrate how density, diversity and design can stimulate reinvestment while improving the quality of life and sense of community.

Additional Information: Contact the City of Plano Planning Department at 972-941-7151

### Websites:

[www.plano.gov](http://www.plano.gov)

[www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano](http://www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano)

[www.eastsidevillage.com](http://www.eastsidevillage.com)

[www.planoplanning.org](http://www.planoplanning.org)

[www.developmentexcellence.com/awards/overview.asp](http://www.developmentexcellence.com/awards/overview.asp)

[www.visitdowntownplano.com](http://www.visitdowntownplano.com)

[www.planotexas.org](http://www.planotexas.org)

[www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx](http://www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx)



# Appendix

**Eastside Village I Project Profile**

**Location:** NW corner of 15th Pl. & K Ave.  
**Site size:** 3.6 acres  
**Gross building area:** 245,000 Square Feet  
**Building height:** 3- and 4-stories  
**Construction classification:** 1997 UBC Group R-1 & M, Type V-1 Hour  
**Building materials:** Frame construction, brick veneer, stucco and hardy board  
**Number of dwelling units:** 33 efficiencies, 118 one bedroom, 83 two bedroom  
**Non-residential space:** 15,000 square feet  
**Parking:** 351 garage spaces, 47 surface spaces  
**City of Plano construction cost:** \$2,000,000 (\$ 1,030,098 credited against land transferred by DART to Plano.)  
**Amicus construction cost:** \$15,720,000 total; \$13,100,000 hard cost.

**Project architect:** Womack & Hampton Architects, LLC  
 4311 Oak Lawn, Suite 50 214/252-9000  
 Dallas, TX 75229

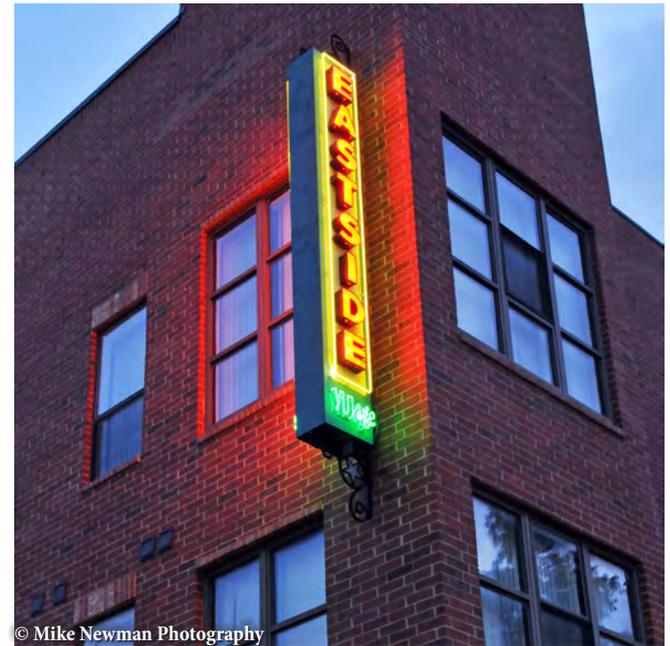
**Civil engineer:** Huitt-Zollars, Inc  
 3131 McKinney Avenue, Suite 600, LB105 214/871-3311  
 Dallas, TX 75204

**Landscape architect:** Huitt-Zollars, Inc.  
 3131 McKinney Avenue, Suite 600, LB105 214/871-3311  
 Dallas, TX 75204

**Developer:** Amicus Partners, Limited  
 15601 Dallas Pkwy., Suite 525 972/361-5480  
 Dallas, TX 75001

**Public concessions and incentives:** The City of Plano assembled the site, cleared improvements and abated environmental contamination. The site was leased to the developer for 70 years, with three 10-year renewal options. Annual base rent (\$0.60/sq. ft.) was discounted in the first and second year of the lease to 25% and 50%. After the third lease year (base year), the ground lease is adjusted based on the net operating income generated by the development. The City assumed responsibility for the construction of off-site infrastructure serving the development. Development fees paid to the city were credited against the ground lease rent during the first and second years. The neighborhood park fee was waived.

**Property tax:** 1998 tax valuation \$1,102,211. 2011 tax valuation \$16,048,099.



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## Eastside Village II Project Profile

**Location:** NE corner 14th St. & K Ave.

**Site size:** 3.1 acres

**Gross building area:** 245,000

**Building height:** 3 and 4-stories

**Construction classification:** 2000 IBC Group R-2 & M, Type V-A

**Building materials:** Frame construction, brick veneer, stucco and hardy board

**Number of dwelling units:** 38 efficiencies, 137 one bedrooms, 54 two bedrooms

**Non-residential space:** 25,000 square feet

**Parking:** 419 garage spaces, 33 surface spaces

**City of Plano construction cost:** \$800,000 reimbursement allowance

**Amicus construction cost:** \$17,830,000 total; &15,100,000 hard cost

<b>Project architect:</b>	RTKL Associates, Inc. 1717 Pacific Avenue Dallas, TX 75201	214/871-8877
<b>Civil engineer:</b>	Huitt-Zollars, Inc. 3131 McKinney Ave., Suite 600, LB105 Dallas, TX 75204	214/871-3311
<b>Landscape architect:</b>	RTKL Associates, Inc. 1717 Pacific Avenue Dallas, TX 75201	214/871-8877
<b>Developer:</b>	Amicus Partners, Limited 15601 Dallas Pkwy., Suite 525 Dallas, TX 75001	972/361-5480

**Public concessions and incentives:** The City of Plano deeded 1.1 acres to Amicus in exchange for 100 garage parking spaces (in addition to those required by code). The right to the parking is secured by easement. The city is providing an allowance of \$800,000 for the construction of public infrastructure to serve the development. The neighborhood park fee was waived.

**Property tax:** 1999 tax valuation \$979,328. 2011 tax valuation \$17,423,092.



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**Plano Courtyard Theater Profile**

**Location:** NW corner of 16th St. & H Ave.

**Site size:** 1.063 acres

**Gross building area:** 20,000+ square Feet

**Building height:** 33 feet

**Building materials:** Brick and cast stone

**Parking:** 200

**Construction cost:** \$6+M

**Description:** The Plano Courtyard Theater is being created through the adaptive reuse of the Cox High School Gymnasium, located on Avenue H across from Haggard Park. Constructed in 1938 under the Works Progress Administration, the building is Plano’s second oldest public structure. The 326-seat theater is a flexible venue well suited to a variety of theatrical, musical and other artistic performances. The theater can be set in several configurations, including end stage, thrust stage and arena. The “courtyard” name refers to the manner in which the balcony surrounds the floor seating and engages the stage to create an intimate environment. Moveable panels allow the room to be acoustically tuned to the needs of the performance. Approximately 20,000 square feet in size, the theater includes large lobbies and ample space for technical and administrative functions.

- Original Architect:** Hoke Smith
  
- Project Architect:** Hardy Holzman Pfeiffer Associates  
902 Broadway, 11th Floor 212/677-6030  
Dallas, TX 75229
  
- Theater Consultant:** Theatre Projects Consultants  
25 Elizabeth Street 203/299-0830  
South Norwalk, CT 06854
  
- Acoustician:** Jaffe-Holden Acoustics, Inc.  
114A Washington Street 203/838-4167  
Norwalk, CT 06854
  
- General Contractor:** Joe Funk Construction Engineers, Inc.  
11226 Indian Trail 972/243-7141  
Dallas, TX 75001

**Financing:** The City of Plano leased the building and site from the Plano Independent School District for 60 years in exchange for the district’s use of the theater for 10 days annually. The main source of funding is \$4.6 million from a tax increment finance district. Other funding has been provided through the city’s general fund, hotel/motel tax and private gifts.



**15th Street Village Profile**

**Location:** SE & SW Corners of 15th St. & G Ave.  
**Site Size:** 4 acres  
**Number of Dwellings:** 34 Townhomes and 90 Condominiums  
**Building Height:** 2-Story Townhomes and 3-Story Condominiums over 1 Level Garage  
**Unit Size:** 1,700-2,100 Sq.Ft. Townhomes and 900-1,100 Sq.Ft. Condominiums  
**Projected Sales Price:** \$250-300K Townhomes and \$150-200K Condominiums

<b>Project architect:</b>	Graphics Design Group 3615 N. Hall Street Dallas, TX 75219	214/520-8800
<b>Civil engineer:</b>	Helmberger & Assoc. 124 Hooper Road Wylie, TX 75098	972/442-7459
<b>Contractor:</b>	Diversified Construction Services 10625 North County Road Frisco, TX 75034	972/668-9340
<b>Developer:</b>	OakPath LLC 9010 Markville Drive, Suite 1003 Dallas, TX 75243	972/792-0688

**Public Concessions and Incentives:** City of Plano provided a 2-year option to purchase approximately 1 acre of land at \$11 per square foot subject to the developer acquiring all other property required for the project, obtaining zoning and plan approvals and substantially completing 50 dwelling units. The city also provided a reimbursement allowance of \$100,000 for public infrastructure and \$24,000 cost participation in shared use on-street parking. The city will waive most development fees associated with the project.



**Lexington Park Profile**

**Location:** West Side of G Ave. from 16th Street to 18th Street

**Site Size:** 6.325 Acres

**Number of Units:** 98 Luxury Townhomes Residences

**Unit Size:** 1681 to 2400+ Square Feet

**Sales Price:** \$269,000 to the High \$400s / Custom Program Available

<b>Project Architect:</b>	Hamilton <> Atelier Dallas, Texas	214.520.1500
<b>Civil Engineer:</b>	Kadleck & Associates Dallas, Texas	972.702.0771
<b>Contractor:</b>	Lexington Luxury Builders, LLC Dallas, Texas	214.369.4900
<b>Developer:</b>	Lexington Residential Development LP Dallas, Texas	214.354.2228

**Public Concessions and Incentives:** City of Plano sold the site to the developer at \$3.41 per square foot. The city also provided a reimbursement allowance of \$1,000,000 for public infrastructure and \$438,000 for participation in off site drainage improvements. The city waived most development fees associated with the project.



## 15th and I Profile

### Location:

Southeast corner of 15th Street and I Ave.

**Lot Size:** 3.1 Acres

**Number of Units:** 280

**Retail Space:** 15,000 square feet

**Unit Size:** 870 SF Average

**Construction Cost:** \$32,000,000+

**Developer:** Southern Land, LLC

### Project Design Team:

Southern Land Internal Design Services

**Project Commencement:** 2012



**Public Concessions and Incentives:** The City of Plano is granting 1.6 acres of land in exchange for 100 garage parking space dedicated to the city for its exclusive use. In addition the City is reimbursing the developer \$1.7 million for perimeter streetscape improvements, including \$900,000 for a pedestrian walkway adjoining the DART rail line. DART is providing the City of Plano an easement within its right-of-way for the pedestrian walkway. Because of its TOD benefit, the North Central Council of Government is crediting the City of Plano \$900,000 toward local funding matching requirements of future road projects.



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**City of Plano Planning Department**  
1520 K Avenue, Suite 250  
Plano, TX 75074  
(972) 941-7151  
[www.planoplanning.org](http://www.planoplanning.org)

**City of Plano Building Inspections Department**  
1520 K Avenue, Suite 140  
Plano, TX 75074  
(972) 941-7140  
[www.plano.gov](http://www.plano.gov)

**City of Plano Economic Development**  
5601 Granite Parkway, Suite 310  
Plano, TX 75024  
(972) 208-8300  
[www.planotexas.org](http://www.planotexas.org)

**Dallas Area Rapid Transit**  
1401 Pacific Avenue  
Dallas, TX 75202  
(214) 749-3278  
[www.dart.org](http://www.dart.org)

**North Central Texas Council of Governments**  
616 Six Flags Drive  
Arlington, TX 76005  
(817) 640-3300  
[www.ntcog.org](http://www.ntcog.org)

**Historic Downtown Plano Association**  
PO Box 860841  
Plano, TX 75086-0841  
(214) 674-3225  
[www.visitdowntownplano.com](http://www.visitdowntownplano.com)



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2012 Population – 261,900

Percentage of Adults with Bachelor’s Degrees or Higher – 55%

Median Household Income -- \$83, 239

Median Home Price -- \$215,500

**Major Corporate Presence**

JCPenney	Frito-Lay
HP	Denbury Resources
Encana	Dr. Pepper-Seven Up Group
Alcatel-Lucent	Alliance Data Systems
Cinemark Holdings	Rent-A-Center
Capital One	Ericsson
Dell Services	Cigna
Raytheon	Pepsi-Co

Mayor-Council-City Manager Form of Government

AAA City Bond Rating

**Local Economic Development Incentives:**

- Cash Grants
- Tax Abatements
- Freeport Exemption
- Tax Increment Finance District

**City of Plano**

2000 Census Total Population 259,841  
 2011 Total Population Estimate 261,350

**Median Age** 37.2

**Race and Ethnicity**

Hispanic 14.7%  
 Non-Hispanic 85.3%

African American or Black 7.4%  
 American Indian/Alaska Native 0.3%  
 Asian 16.8%  
 Native Hawaiian/Other Pacific Islander 0.0%  
 Some Other Race 0.2%  
 White 58.4%

Foreign Born 24.5%

**Educational Attainment**

No High School Diploma 6.7%  
 High School Diploma/GED 14.3%  
 Some College, No Degree 18.0%  
 Associates Degree 7.2%  
 Bachelor's Degree 34.0%  
 Graduate/Professional Degree 19.7%

**Household Income Distribution**

Under \$25,000 13.0%  
 \$25,000 to \$49,999 17.1%  
 \$50,000 to \$74,999 17.9%  
 \$75,000 to \$99,999 13.3%  
 \$100,000 to \$149,000 17.9%  
 Over \$150,000 20.8%

Median Household Income \$79,234  
 Per Capita Income \$38,778

**Poverty**

Population below poverty 7.9%

**Median Housing Value** \$220,500

For more demographic and community information visit:

**Planning Department**

<http://www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx>

**Plano Economic Development**

<http://www.planotexas.org/Live---Work-in-Plano.aspx>

**3-Mile Radius of Downtown Plano**

(Source 2010 Census and 2010 ACS Attributes)

**Total Population** 89,675

**Median Age** 41.1 years

**Race and Ethnicity**

Hispanic 25.8%  
 Non-Hispanic 74.2%  
 African American or Black 8.7%  
 American Indian/Alaska Native 0.6%  
 Asian 7.9%  
 Native Hawaiian/Other Pacific Islander 0.1%  
 Some other Race 10.3%  
 White, Non-Hispanic 55.5%

**Educational Attainment**

No high school diploma 15.2%  
 High School Diploma and Higher 84.8%  
 Bachelor's Degree or higher 39.3%

**Household Income Distribution**

Under \$25,000 14.4%  
 \$25,000 to \$49,999 21.8%  
 \$50,000 to \$74,999 18.9%  
 \$75,000 to \$99,999 15.9%  
 \$100,000 to \$149,000 17.2%  
 Over \$150,000 11.7%

**SPECIAL THANKS TO:**

PATRICK KENNEDY, AICP, SPACE BETWEEN DESIGN STUDIO – COLLABORATION AND GRAPHIC DESIGN

MIKE NEWMAN, WISHBONE GRAPHICS, INC. -- PHOTOGRAPHS

GABY PRUITT, GABY PRUITT PHOTOGRAPY – PHOTOGRAPHS

DALLAS AREA RAPID TRANSIT

HISTORIC DOWNTOWN PLANO ASSOCIATION

NORTH TEXAS DISTRICT COUNCIL OF THE URBAN LAND INSTITUTE

RESIDENTS OF DOUGLASS, OLD TOWNE, HAGGARD PARK, HAGGARD ADDITION AND VENDOME NEIGHBORHOODS