

CITY COUNCIL

1520 AVENUE K



DATE: 2/24/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION: Keith Gray, Student Ministry Pastor
Meadows Baptist Church
PLEDGE OF ALLEGIANCE: Council Member Patrick Gallagher

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 THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u> PRESENTATION: The City of Plano is being recognized by the Texas Floodplain Management Association for its accomplishments in floodplain management</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <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></p> <p><u>CONSENT AGENDA</u> <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></p> <p><u>Approval of Minutes</u> January 27, 2014 (Revised) February 10, 2014</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2014-107-B for the purchase of seventeen (17) Black and White Chevrolet Police Package Tahoe's for Fleet Services to be utilized by the Police Department from Reliable Chevrolet in the amount of \$483,459 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2014-64-B for the Pavement Maintenance Legacy Area, Project No. 6381 to Lone Star Civil Construction, Inc. in the amount of \$797,444 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2014-38-B for the Arterial Pavement Repair Midway Road and Communications Parkway, Project No. 6361 to Lone Star Civil Construction, Inc. in the amount of \$954,000 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2014-37-B for the Residential Concrete Pavement Repair Project, Zone J9, Project No. 6366 to Jim Bowman Construction Co., LP in the amount of \$1,772,984 and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2014-54-C for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance for US 75 and the North Dallas Tollway for the Parks and Recreation Department to Carruthers Landscape Management, Inc. in the estimated annual amount of \$124,088 and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2014-53-C for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance at various locations for the Parks and Recreation Department to Lillard Lawn & Landscaping, Inc. in the estimated annual amount of \$253,374 and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(h)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of \$113,770 for design services for the Plano-Richardson-Murphy Trail Connection, Phase 2 project and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract Modification</p>	
(i)	To approve and authorize Contract Modification No. 1 for the expansion of users of the time keeping solution at multiple locations within the City from Kronos Incorporated through an existing DIR (Department of Information Resources) contract in the estimated annual amount of \$59,348 and to authorize the City Manager to execute all related documents. (DIR-SDD-1677)	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<u>Adoption of Resolutions</u>	
(j)	To repeal Resolution No. 2009-8-17(R), assigning preferential purchase authority for cement produced by dry kilns with an emission rate of 1.7 pounds of NOx per ton of clinker or less (green concrete); and authorizing its execution by the City Manager; and providing an effective date.	
(k)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.	
(l)	To authorize the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$60,074 for a Community Clean-Up Trailer Program through the North Central Texas Council of Governments; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date.	
(m)	To approve the hiring of Michelle Voirin as Assistant City Attorney III by the City Attorney; and providing an effective date.	
(n)	To appoint James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.	
(o)	To approve the Investment Portfolio Summary for the quarter ending December 31, 2013 and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(p)	To amend Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas by amending Section 21-26 of Article II, Water, Division 1.5, Cross Connection Control Program; providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause, and an effective date.	
(q)	To amend Ordinance No. 2013-10-15, by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, 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.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><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></p> <p><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></p>	
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-34 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 16.8± acres of land located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial; 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: ONALP, L.P.</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-37 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres of land located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations; 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. Applicant: Cencor Realty Services</p>	
(3)	<p>Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to demolish the existing detached garage at 813 E. 18th Street to construct a 2,208 square foot single story building. Zoned Retail (R), Heritage Resource #20 Designation (H-20). Applicant: Bill Lisle III</p>	
(4)	<p>Public Hearing and consideration of an Ordinance to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The City of Plano is being recognized by the Texas Floodplain Management Association for its accomplishments in floodplain management.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 27, 2014**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem (arrived at 6:17 p.m.)
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Diane Zucco, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:05 p.m., Monday, January 27, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere 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; to receive information regarding Economic Development, Section 551.087 and Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:16 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Rescue Squad Update

Fire Chief Crawford stated that after careful review of the previous Strategic Plan in 2013, the Fire Department made a significant shift in strategy based on incident volume data that demonstrated a major and continuing trend in customer service demand for emergency medical response, and determined that two smaller alternative response vehicles (Suburbans) called Rescue "Squads" would serve the Emergency Operations mission of the Fire Department better than adding an additional engine company. He spoke to the purpose of the program to add a level of public safety service, creating greater operational effectiveness and fiscal efficiency by providing the right-sized emergency and non-emergency response to calls. Chief Crawford also stated that the Squad program increased the

availability of other emergency equipment to respond to calls as well as providing an expected decrease in fuel maintenance costs, wear and tear on the engines and ladder trucks and reduces the City's carbon footprint.

Chief Crawford reviewed the different levels of medical calls that the squads respond to. He stated the two squads were placed in service on October 8, 2013 and have responded to 1,151 calls. Chief Crawford responded to Council on the levels of response and how 9-1-1 can determine the need. He spoke of the significant decline in major apparatus commit times during this period, equating to the engines and trucks at Station 1 and 4 being available to respond to calls in their own district 30% more often. He spoke to an average of 17.5% reduction in "cover company" responses in Fire Station 1 and 4 districts and estimated fuel cost savings of \$3,479 with the use of the smaller vehicles in the 90-day implementation period.

Chief Crawford responded to Council Member Downs regarding the increase in call volumes for the period of study and plans for additional units, stating they are studying this program for one year and will evaluate if there is a need in particular areas to create operational effectiveness. He spoke to the program being as effective as it can be right now since they are located in a high volume, high density area. Chief Crawford spoke to possibly creating a light alternative response vehicle in the future called a mini-pumper which has everything that the squad has plus fire-fighting capabilities but on a smaller scale.

Oak Point Park and Nature Preserve Improvements

Parks and Recreation Director Fortenberry spoke to the improvements at Oak Point Park that are about to begin on the northeast side that are not directly related to the music festival, but are long term in nature. She stated that Old Morton Vale Road will be extended through the park to facilitate trucks for the festival. Ms. Fortenberry reviewed drop-off area, stage area, smaller parking lot, park preserve area for the prairie, and road-based maintenance yard on the east side of Los Rios Boulevard and spoke to the festival layout. She stated permanent park improvements will include road base that will create a 14 foot wide trail, parking lot, large reservable pavilion, restrooms and water fountains, play feature, small trailhead parking, bump-out area and connectivity. Ms. Fortenberry spoke to the improvements being done in a phased approach, beginning with road base before the music festival this year and evaluating traffic flow and how everything works at the event, continuing to study park improvements, bids going out before the 2015 festival, and permanent improvements in place before the second festival. She responded to Council Member Downs inquiry regarding the preservation of prairie area.

Health Plan Update

Assistant City Manager Parrish spoke to review of Fiscal Year 2013 in regards to the City's health plan. He stated there are currently 4600 members on the plan and medical claims were up 15.3% (\$2.1 million) last year due to an increase in large claims (over \$50,000), and pharmacy had an increase of 2,500 prescriptions. Mr. Parrish responded to Deputy Mayor Pro Tem Harris regarding pharmacy cost structure – generic versus name brand and pharmacy programs/plans. He reviewed the key drivers for medical claims: neoplasms (cancers), musculoskeletal disease and circulatory system. Mr. Parrish spoke to inpatient care which increased 30% and primary care/OB/GYN which accounted for less than 10% of spending and the City's focus on these areas. He reviewed medical and pharmacy cost by member type, and yearly medical costs by relationship and a breakdown of employees by plan

("employees only" account for 39%). Mr. Parrish gave an update on the Affordable Care Act which will cost the City \$310,000 next year for fees that have to be paid to the Federal Government.

Mr. Parrish reviewed the Health Plan Vision, strategic priorities, tactics to achieve strategic priorities and went over options being currently evaluated for employee contributions which will increase in 2015. He responded to Mayor Pro Tem Smith considering the option of decreasing the subsidy for spouses of new hires and not for current employees and verification of available coverage for spouses. City Manager Glasscock spoke to the previous verification process. Mr. Parrish spoke to Deputy Mayor Pro Tem Harris' inquiry regarding the Connect for Health program and accountability. He spoke to the initiatives for 2014, including Live Healthy Plano and updating the workout facilities at Parkway Service Center and Municipal Center. Mr. Parrish responded to Council Member Davidson regarding the implementation of a proposed employee surcharge.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor LaRosiliere adjourned the meeting at 7:07 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 27, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Diane Zucco, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, January 27, 2014, at 7:07 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Leslie Smith, Senior Pastor of North Dallas Community Bible Fellowship led the invocation and representatives from the Boys & Girls Clubs of Collin County led the Pledge of Allegiance.

Mayor LaRosiliere administered the Oath of Office to City Attorney Paige Mims, presented a proclamation to The Medical Center of Plano and the American Heart Association proclaiming February as Heart Disease Awareness Month and recognized the Plano Table Tennis Club in their participation in the 2013 Joola North American Team Tournament.

Comments of Public Interest

No one appeared to speak.

Comprehensive Monthly Financial Report

Finance Director Tacke advised that the December 2013 report finds General Fund revenues up slightly as a percentage of budget as compared to last year while Water and Sewer revenues are down. She stated that actual General Fund revenues are up \$10.2 million, primarily due to an increase in collection of ad valorem taxes of \$8.9 million, due to the timing of payments, as well as an increase in the portion of the City's tax rate that goes towards the General Fund versus Debt Service. She spoke to an increase in sales tax of \$1.5 million primarily due to an increase in business to business sales.

Comprehensive Monthly Financial Report (cont'd)

Ms. Tacke advised that General Fund expenditures are up compared to the last fiscal year due to a 3% non-civil and 2% civil service pay increase effective in October 2013, professional contract services for the Facilities Department, and park field support services due to the need for tree and forest services. She stated that the unemployment rate is at 5.1%. Ms. Tacke advised that actual Water and Sewer revenues are down as compared to the prior year primarily due to more stringent water restrictions, that expenses are up due to a North Texas Municipal Water District 12% rate increase effective October 1, 2013.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, 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")
January 13, 2014

Approval of Expenditures

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

Bid No. 2014-61-B for the Sanitary Sewer Relocation - Legacy at US 75 Project to Dowager Utility Construction, Ltd., in the amount of \$135,303 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2014-63-B for the Big Lake Park and Chisholm Trail Improvements to Gilbert May Inc., dba Phillips/May Corporation in the amount of \$2,766,633 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Purchase from an Existing Contract

To approve the purchase of six (6) Crane Carrier Refuse Truck Chassis from Bond Equipment Company, Inc., in the amount of \$957,952 and six (6) Heil Automated Single Arm Bodies from Heil of Texas, in the amount of \$672,800, totaling \$1,630,752 for the Fleet Department, to be utilized by Environmental Waste Collections, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract No. 430-13 & 425-13) (Consent Agenda Item "D")

To approve the purchase of Wireless Network Upgrade for Jack Carter Maintenance Facility in the amount of \$59,664 from Scientel Wireless LLC, through an existing H-GAC (Houston-Galveston Area Council) contract and authorizing the City Manager to execute all necessary documents. (H-GAC CW10-09) (Consent Agenda Item "E")

To approve the purchase of Consulting Services for PeopleSoft Human Capital Management System Software Upgrade (HCM v9.2) in the estimated amount of \$123,250 from eVerge Group, LLC, through an existing U.S. General Services Administration contract and authorizing the City Manager to execute all necessary documents. (GS-35F-0324Y) (Consent Agenda Item "F")

Approval of Change Order

To Jerusalem Corporation, increasing the contract by \$130,351 for the Pavement Rehab - Plano Parkway, Old Orchard Drive, Maumelle Drive and Hearst Castle Way, Project No. 6240, Change Order No. 1, Bid No. 2013- 238-B. (Consent Agenda Item “G”)

Approval of Expenditure

To approve the purchase of a new message and voting display for the Senator Florence Shapiro Council Chamber from International Roll-Call Corporation, the sole source provider in the amount of \$162,450 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2014-1-14(R): To approve the hiring of Alan C. Wayland as Senior Assistant City Attorney by the City Attorney; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2014-1-15(R): To approve the terms and conditions of a Fourth Amended and Restated Police Training Center Operating Agreement by and between the City of Richardson and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2014-1-16(R): To accept the findings and opinions of the Annual Audit; authorizing the City Manager, or in his absence the Director of Finance, to publish the results thereof; and providing an effective date. (Consent Agenda Item “K”)

Adoption of Ordinances

Ordinance No. 2014-1-17: To abandon all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Document No. 95-0066420, and a 30’ Sanitary Sewer & Water Easement recorded in Document No. 96-0095464, of the Deed Records of Collin County, Texas and being situated in the M. Taylor Survey, Abstract No. 897, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, IBP 16 LAND, LLC., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “L”)

Ordinance No. 2014-1-18: To approve the use of a portion of City of Plano public Park Land, known as Moore Park for a permanent sanitary sewer easement along with a temporary construction easement to the North Texas Municipal Water District; and providing an effective date. (Consent Agenda Item “M”)

Ordinance No. 2014-1-19: To amend Ordinance No. 2012-12-16, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano, to update definitions, update mobile food establishment commissary requirements, and add guidelines for annual temporary food establishment permits; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2014-1-20: To repeal Ordinance Nos. 2013-12-11, 2012-12-17 and 2012-11-24, and replacing them with this Ordinance, to be entitled “Health Categories and Fees,” to amend Animal Services and Environmental Health fees; providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2014-1-21: To adopt and enact Supplement Number 105 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “P”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2014-1-22 as requested in Zoning Case 2013-35 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-112-Retail on 72.3± acres of land located at the northeast and southeast corners of Plano Parkway and Midway Road, in the City of Plano, Collin County, Texas, to allow for Automobile Repair-Major by Specific Use Permit; 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. Applicant: Plano Development, LLC (Regular Agenda Item “1”)

Director of Planning Jarrell spoke to the planned development district being created in 2001 as Light Industrial-1 and stated that the City initiated rezoning to bring it into conformance to the type of development occurring in the area at that time. She stated that a number of uses were kept that were not allowed in the base zoning retail but allowed by specific use permit and stated this request is to add Automobile Repair-Major. Ms. Jarrell advised that the Planning & Zoning Commission recommended the item for approval as follows: (Additions are indicated in underlined text.)

Restrictions:

1. Adding the following uses by specific use permit to the PD-112-R district as follows:
 - a. Mini-warehouse/Public storage
 - b. Light-intensity manufacturing
 - c. New car dealer and used car dealer
 - d. Office - Showroom/Warehouse
 - e. Automobile repair-major
2. Establishing a building height of 10 stories (175 feet):
 - a. Structured parking garages limited to three stories at or above grade.
 - b. Residential setback slope of 3 times the height up to a maximum of 8 stories or 140 feet, whichever is more restrictive for a minimum distance of 1,000 feet. Beyond 1,000 feet, the setback shall be increased at 1 time the height above 8 stories or 140 feet, whichever is more restrictive, up to 10 stories or 175 feet in height, whichever is more restrictive.

Ordinance No. 2014-1-22 (cont'd)

3. Establishing the following Floor Area Ratio (FAR) and lot coverage standards:

- a. Lot Coverage: 50%, 70% if structured parking facilities are included in the calculation
- b. Floor Area Ratio: 1:1

Mayor LaRosiliere opened the Public Hearing. Robert Vann with Cross Development, representing the applicant, provided an overview of Calliber Collision Centers and requested approval. No one else appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to amend Planned Development-112-Retail on 72.3± acres of land located at the northeast and southeast corners of Plano Parkway and Midway Road, in the City of Plano, Collin County, Texas, to allow for Automobile Repair-Major by Specific Use Permit; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-35; and further to adopt Ordinance No. 2014-1-22.

Public Hearing and adoption of Ordinance No. 2014-1-23 as requested in Zoning Case 2013-36 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 643 so as to allow the additional use of Automobile Repair-Major on 2.4± acres of land located on the north side of Park Boulevard, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Plano Development, LLC (Regular Agenda Item "2")

Director of Planning Jarrell advised that the Planning & Zoning Commission recommended the item for approval subject to City Council approval of Zoning Case 2013-35.

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to grant Specific Use Permit No. 643 so as to allow the additional use of Automobile Repair-Major on 2.4± acres of land located on the north side of Park Boulevard, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-36; and further to adopt Ordinance No. 2014-1-23.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:45 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 10, 2014**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Alice D. Snyder, Interim City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, February 10, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere 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 and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 551.072; and Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:52 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Remaining items were presented following the Regular meeting. Mayor LaRosiliere adjourned the meeting at 6:53 p.m. and reconvened back into the Preliminary Open Meeting at 7:16 p.m.

Discussion and Direction on Housing Reinvestment Incentive Pilot Program

Director of Planning Jarrell briefed Council on the creation and implementation of a housing reinvestment incentive program designed to encourage reinvestment in older homes with the goal of making them more attractive to new buyers, preserving affordable housing and supporting the City's tax base. She stated the program would result in cost improvement rebates to property owners and that qualifying properties would include single-family detached, duplexes, townhomes, or individual condominiums at least 25 years old with an appraised value less than or equal to the FHA single-family mortgage limit for Collin County which is currently \$287,000 (this number would fluctuate year-to-year based on appraisal values). Ms. Jarrell stated that currently, owner-occupied and rental properties would be eligible with improvements equal to or exceeding 10% of the total appraised value with rebates up to a maximum of \$5,000 per property per year. She reviewed interior and exterior improvements and spoke to exclusions.

Ms. Jarrell reviewed plans for administration of the program, citing a budget of \$617,000. She stated the program would initially be administered by existing staff in the Planning and Building Inspections Departments and there would be an impact on the General Fund. Ms. Jarrell spoke to consideration of an additional program to waive building permit fees for participants, cost recovery and next steps including review by realtors and contractors and development of marketing. Ms. Jarrell requested Council direction to include rental properties and whether or not the budget should cover staff time and fee waivers in addition to the rebate program.

In response to Mayor Pro Tem Smith's inquiries, City Manager Glasscock discussed the budget and Ms. Jarrell stated the time requirements for improvement completion and initial application minimums. Ms. Jarrell responded to Council Member Davidson about evaluating the program, eligible improvements and how the program compares to those in other cities. City Manager Glasscock spoke to the focus of the program being on homes to enhance their marketability and spoke to the length of time it may take to see if the program is successful. Mr. Glasscock recommended only using the program for improvement projects for maximum benefit.

Council Member Downs expressed concern regarding rental properties and inclusion of their landscaping. Ms. Jarrell responded to Mayor Pro Tem Smith in regard to determining funding spent on owner-occupied versus rental properties. Mayor LaRosiliere and Mayor Pro Tem Smith spoke in support of including rental properties. Mayor LaRosiliere spoke to emphasizing exterior improvements, waivers on building permits and consideration to first time homebuyers. Chief Building Official Mata reviewed the permits and fees for improvements. Ms. Jarrell stated the waiver would only apply to those participating in the program and spoke to a wide range of exterior improvements that would qualify. She spoke to reviewing the program with a realtor group and coming back to Council before implementation. Deputy Mayor Pro Tem Harris requested clarity regarding energy efficiency and enhancing appearances. Ms. Jarrell reviewed the consultant's cost and anticipated response time. Council stated a consensus to include rental properties, review the program after one year, and use funds specifically for improvements.

Discussion and Direction Regarding a Request to Abandon an East-West Alley Located Southeast of the Intersection of 14th Street and N Avenue

Director of Engineering Carr spoke to the original plat (Oglesby Place) being residential and transitioning to commercial properties through the years. He stated the subject property is the alley which lies south of the applicant (who filed for petition to abandon), and north of the property owned by the North Texas Municipal Water District. Mr. Carr spoke to the 1997 abandonment of a portion of the alley located to the east of this property, available access and the City having no need to retain the alley right-of-way.

Bill Lisle III addressed the Council in regards to his property which may be affected by the proposed alley abandonment. He spoke to property improvements and reviewed reasons for abandoning an alley which he believes do not apply in this situation. Mr. Lisle stated he purchased the property with the alley in place and on the approved site plan and spoke to drainage issues and current use of the alley. Mr. Lisle spoke to other alleys used by commercial properties in the downtown area and requested that no further action be taken. Mr. Shannon Kackley, representing the applicant, spoke to the City abandoning alleyways in this area since 1975 and stated the applicant is a medical and dental office that has paved the property and used the back portion for a parking lot since 1960. He spoke to Mr. Lisle using the alleyway as a conduit to his property and requested Council move forward with the request.

Mr. Carr responded to Council, advising that Mr. Lisle was not required to inform the City that he would be using the alley and confirmed this portion was not abandoned. Mr. Carr addressed cost, risk, liability and other potential issues if the City did not abandon the property and stated the alley is functioning as a one-way pavement surface. City Attorney Mims spoke regarding waivers of immunity in state statutes for premise defect liabilities and maintenance obligations unless there is a license agreement with the property owner. Mr. Carr responded to Council regarding the amount of truck traffic the alley and N Avenue can handle, clarified the one-way direction of the alleyway, and spoke to requirements of multiple access points to properties. Director of Planning Jarrell explained the petitioner's property was re-platted into two lots which share a driveway and the alley was not considered to be a point of access when Staff reviewed and the Planning and Zoning Commission approved the plat. Mr. Lisle spoke to not being able to use his main access point at this time.

Council Member Miner spoke to not abandoning the alley previously, both parties having equal access and not abandoning the alley now. Mayor Pro Tem Smith, Council Members Gallagher and Duggan also favored not abandoning the alley. City Manager Glasscock responded to Council Member Davidson regarding Staff review of the issue, drainage, heavy vehicle use and the City's responsibility if the alley is not abandoned, and advised that costs are undetermined. Mr. Lisle responded to Council Member Davidson, advising that once a driveway is completed it will serve as primary access with the alley possibly being a primary access point for a back tenant and spoke to plans to concrete over to the alley.

Council Member Downs spoke to not abandoning the alley. City Attorney Mims spoke to ceasing the use of the alley and changing it or entering into a license agreement with the property owner. City Manager Glasscock clarified ownership of the properties abutting the alley and spoke to the impact of abandonment. Deputy Mayor Pro Tem Harris stated support for not abandoning the alley right-of-way. Mayor LaRosiliere expressed concern over not abandoning the alley and the use of the alley by the applicant. Mayor Pro Tem Smith spoke to Mr. Lisle purchasing the property with the alley in place. City Attorney Mims advised Staff is required to bring the petition forward once it is filed unless it is withdrawn by the applicant. Council stated a consensus not to abandon the property.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:27 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Alice D. Snyder, Interim City Secretary

PLANO CITY COUNCIL
February 10, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Alice D. Snyder, Interim City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 10, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Jessie Prince, Executive Pastor of Grace Outreach Center led the invocation and Jr. Girl Scout Troop 2739 with Davis and Hughston Elementary Schools led the Pledge of Allegiance.

Mayor LaRosiliere presented the 2013 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association to Haggard Library Manager Libby Holtmann.

Comments of Public Interest

Citizen Sharon Overall spoke regarding City smoking regulations.

CONSENT AGENDA

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, 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")
January 27, 2014

Approval of Expenditures

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

Bid No. 2014-68-B for Screening and Retaining Wall Reconstruction, Custer, Independence and Coit – Project No. 6250, to Tracon Ventures, LTD., in the amount of \$1,042,033 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2014-58-B for the purchase of four (4) Black and White Chevrolet Caprice Police Package Sedans for the Fleet Services Department, to be utilized by Police from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$112,976 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

CSP No. 2014-9-B for Downtown Parking Signs to Groves Electrical Service, Inc. in the estimated amount of \$84,000 for the purchase and installation of 10 illuminated parking signs and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of one (1) John Deere 5100M Tractor from John Deere Co., utilizing a HGAC Contract #GR01-12 in the amount of \$46,436 and the purchase of one (1) Toro Pro Core SR75 Aerator from Professional Turf Products utilizing a TASB/Buyboard Contract #373-11 in the amount of \$28,650 for a total of \$75,086 for the Fleet Department, to be utilized by Parks and Recreation, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Approval of Contract

To approve a Professional Services Agreement by and between the City of Plano and Gresham, Smith and Partners, in the amount of \$153,481 for the 2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$244,035 for park master plan services for Carpenter Park and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 3 for the purchase of additional engineering services for the Erosion Control – Padre, Dunmoor, Buckboard & Rockbrook project in the amount of \$4,300 from GWC Engineering, L.P. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2014-2-1(R): To approve the terms and conditions of an Economic Development Agreement by and between FedEx Office and Print Services, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2014-2-2 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 19.278 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458, and the William G. Garvin Survey, Abstract No. 1103, 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 "1")

Economic Development Director Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on a ten-year abatement of 50% for an estimated \$35 million in real property improvements and \$10 million in business personal property commencing no later than January 1, 2016.

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Gallagher, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458, and the William G. Garvin Survey, Abstract No. 1103, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date; and further to adopt Ordinance No. 2014-2-2.

Resolution No. 2014-2-3(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "2")

Economic Development Director Bane advised that the agreement would be between the City of Plano and FedEx Office and Print Services, Inc. and KDC Legacy HQ Investments One, LP, for a term of ten years at 50% for both real and business personal property and FedEx will cause to complete real property improvements consisting of at least a 255,000 square foot office headquarters in the Legacy Business Park at the intersection of Legacy and Headquarters Drive.

Upon a motion made by Council Member Davidson and seconded by Council Member Miner, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, providing for real and business personal property tax abatement; and further to adopt Resolution No. 2014-2-3(R).

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:16 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Alice D. Snyder, Interim City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Teresa Shelstad x7539				
CAPTION				
Bid No. 2014-107-B for the purchase of seventeen (17) Black and White Chevrolet Police Package Tahoe's for Fleet Services to be utilized by the Police Department from Reliable Chevrolet in the amount of \$483,459 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	493,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-483,459	0
BALANCE		0	9,541	0
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase seventeen (17) Chevrolet Black and White Police Tahoe's for the scheduled replacements of Police units in Cost Center #532/Police. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing seventeen (17) Chevrolet Black and White Police Tahoe's for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Reliable Chevrolet in the amount of \$483,459 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by Police. (Bid No. 2014-107-B)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo			N/A	
Bid Recap				



Memorandum

Date: February 11, 2014,

To: Bruce D. Glasscock, City Manager

From: Reid Choate, Fleet Manager

Subject: Police Tahoe Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-107-B and recommends the purchase of seventeen (17) Chevrolet, Black and White Police Tahoe's from Reliable Chevrolet, the lowest responsive, responsible bidder, in the amount of \$483,459.40.

These vehicles are for the scheduled replacements for Police Patrol units in Cost Center 532/Police, approved in the FY13-14 Equipment Replacement Fund. Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced it would limit the Department in their capacity to perform the public safety duties within the City of Plano.

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

CITY OF PLANO

BID NO. 2014-107-B
Chevrolet Tahoe PPV

BID RECAP

Bid opening Date/Time: Tuesday, February, 11, 2014

Number of Vendors Notified: 474

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 3

Reliable Chevrolet \$483,459.40

Baby Jack II Automotive LTD \$517,038.00

Holiday Chevrolet \$530,179.00

Recommended Vendors:

Reliable Chevrolet \$483,459.40

Teresa Shelstad

February 11, 2014

Teresa Shelstad
Buyer I

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/24/2014		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (972.769.4109)		
CAPTION				
<i>Bid No. 2014-64-B, for the Pavement Maintenance Legacy Area, Project No. 6381 to Lone Star Civil Construction, Inc. in the amount of \$797,444, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,609,735	10,085,235	7,800,000	21,494,970
Encumbered/Expended Amount	-3,609,735	-5,324,013	0	-8,933,748
This Item	0	-797,444	0	-797,444
BALANCE	0	3,963,778	7,800,000	11,763,778
FUND(S): CAPITAL RESERVE CIP				
<p>COMMENTS: Funds are included in the FY 2013-14 Capital Reserve CIP. This item, in the amount of \$797,444 , will leave a combined balance of \$3,963,778 for projects associated with pavement maintenance, sidewalk repairs and repairs to arterial roads.</p> <p>STRATEGIC PLAN GOAL: Repairing concrete paving and sidewalks in the Legacy area relates to Strong Local Economy and Exciting Urban Centers - Destination for Residents & Guests.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid for the Pavement Maintenance Legacy Area to Lone Star Civil Construction Inc., in the amount of \$797,444.00 for Alternate No. 1 (Cement with Nitrogen Oxides <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 8,276 SY of concrete paving, and 3,030 SF of concrete sidewalk in the area bounded by Preston Road, Spring Creek Parkway, and Sam Rayburn Tollway.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Inc. in the amount of \$813,084.50.</p> <p>Engineer's estimate for this project is \$735,000.00.</p> <p>https://www.google.com/mapmaker?ll=33.076008,-96.826801&spn=0.04193,0.092869&t=h&z=14&vpsrc=6&q=preston+rd+and+spring+creek+pkwy&utm_medium=website&utm_campaign=relatedproducts_maps&utm_source=mapseditbutton_normal</p>				
List of Supporting Documents: Bid Recap; Location Map			Other Departments, Boards, Commissions or Agencies	

CITY OF PLANO

Bid No. 2014-64-B Pavement Maintenance Legacy Area Project No. 6381 Bid Recap

Bid opening Date/Time: December 16, 2013 @ 2:00PM

Number of Vendors Notified: 1907

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specification: 0

Number of Bids Submitted: 3

<u>Vendor Name</u>	<u>Total Bid</u>	<u>Alternate Bid</u>
Lone Star Civil Construction, Inc.	\$ 797,444.00	\$ 797,444.00
Jim Bowman Construction Co., LP	\$ 813,084.50	\$ 813,084.50
Jerusalem Corporation	\$1,117,027.00	\$1,117,027.00

Recommended Vendor(s):

Lone Star Civil Construction, Inc. \$797,444.00

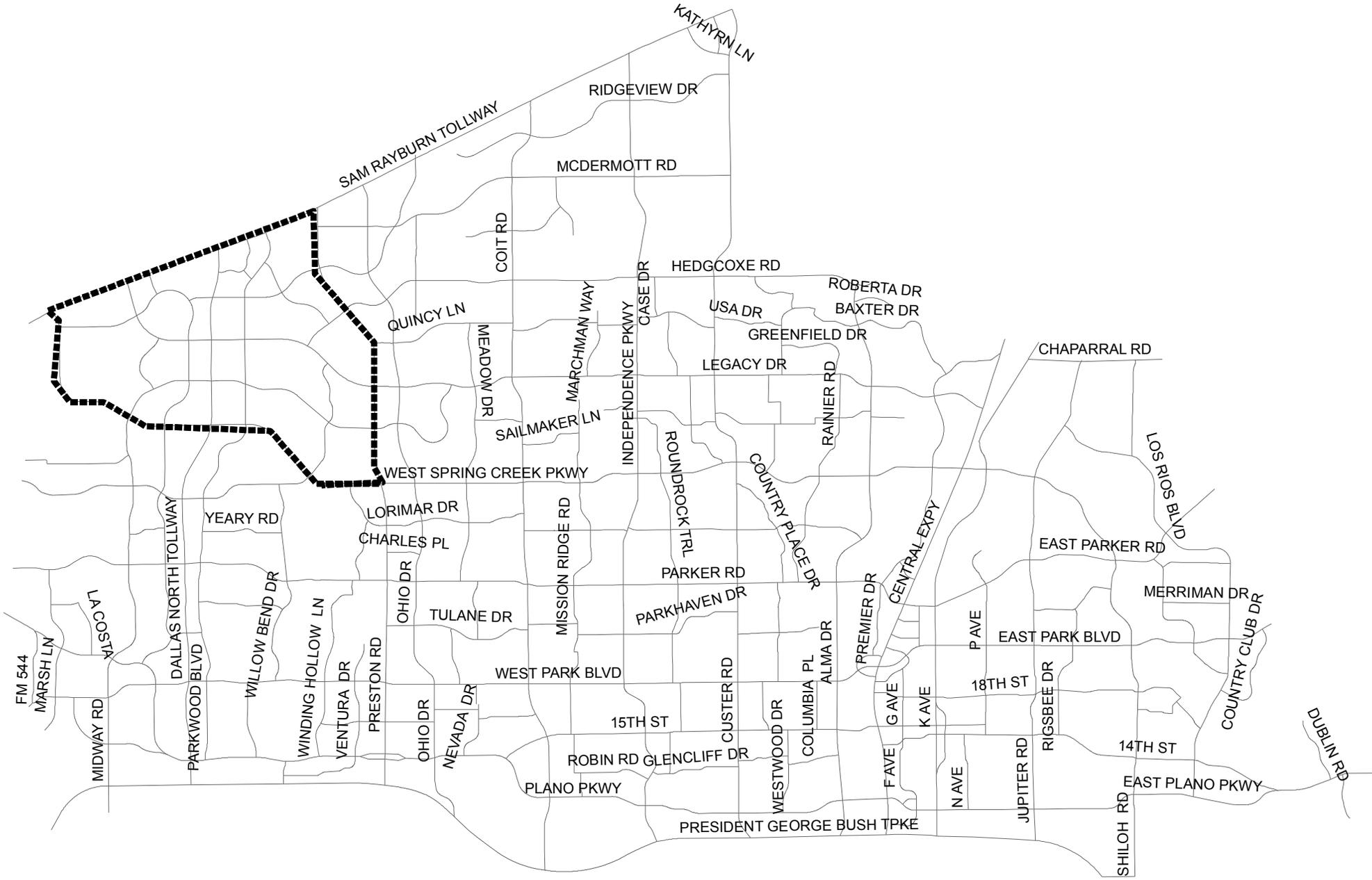
Nancy Corwin

December 16, 2013

Nancy Corwin, Buyer

Date

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/2014		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (972.769.4109)				
CAPTION				
<i>Bid No. 2014-38-B, for the Arterial Pavement Repair Midway Road and Communications Parkway, Project No. 6361 to Lone Star Civil Construction, Inc. in the amount of \$954,000 and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,336,265	6,873,735	4,600,000	12,810,000
Encumbered/Expended Amount	-1,336,265	-3,822,272	0	-5,158,537
This Item	0	-954,000	0	-954,000
BALANCE	0	2,097,463	4,600,000	6,697,463
FUND(S): CAPITAL RESERVE CIP				
<p>COMMENTS: Funds are included in the FY 2013-14 Capital Reserve CIP. This item, in the amount of \$954,000, will leave a combined balance of \$2,097,463 for projects associated with arterial concrete and sidewalk repairs. STRATEGIC PLAN GOAL: Repairing concrete paving and sidewalks in the Legacy area relates to Strong Local Economy and Exciting Urban Centers - Destination for Residents & Guests.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid for the Arterial Pavement Repair Midway Road and Communications Parkway to Lone Star Civil Construction, Inc., in the amount of \$954,000.00 for Alternate No. 1 (Cement with Nitrogen Oxides <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 10,924 SY of concrete paving and 30,450 SF of concrete sidewalk along Midway Road between Park Boulevard to Spring Creek Parkway and Communications Parkway between Chapel Hill Boulevard to Spring Creek Parkway.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Co., LP in the amount of \$1,207,956.70.</p> <p>Engineer's estimate for this project is \$1,169,000.00.</p> <p>https://www.google.com/mapmaker?ll=33.061748,-96.837037&spn=0.010466,0.023217&t=h&z=16&vpsrc=6&q=Midway+Road,+Plano,+TX&hl=en&utm_medium=website&utm_campaign=relatedproducts_maps&utm_source=mapseditbutton_normal</p>				
List of Supporting Documents: Bid Recap; Location Map			Other Departments, Boards, Commissions or Agencies	

CITY OF PLANO

Bid No. 2014-38-B
Arterial Pavement Repair Midway Road and Communications Parkway -
Project No. 6361
Bid Recap

Bid opening Date/Time: November 22, 2013 @ 2:00PM

Number of Vendors Notified: 1614

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specification: 0

Number of Bids Submitted: 5

<u>Vendor Name</u>	<u>Total Bid</u>	<u>Alternate Bid</u>
Lone Star Civil Construction, Inc.	\$ 954,000.00	\$ 954,000.00
Jim Bowman Construction Co., LP	\$1,207,956.70	\$1,207,956.70
XIT Paving & Construction Inc.	\$1,229,581.36	\$1,229,581.36
Fain Group Inc	\$1,374,956.46	\$1,374,956.46
Estrada Concrete Co. LLC	\$1,451,790.00	\$1,451,790.00

Recommended Vendor(s):

Lone Star Civil Construction, Inc.

\$954,000.00

Nancy Corwin

February 6, 2014

Nancy Corwin, Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/24/2014		
Department:		Public works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (974.769.4109)		
CAPTION				
<i>Bid No. 2014-37-B, for the Residential Concrete Pavement Repair Project, Zone J9, Project No. 6366 to Jim Bowman Construction Co., LP in the amount of \$1,772,984 and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
Budget		3,668,030	5,361,970	4,100,000
Encumbered/Expended Amount		-3,668,030	-4,344,402	0
This Item		0	-1,772,984	0
BALANCE		0	-755,416	4,100,000
TOTALS				
				13,130,000
				-8,012,432
				-1,772,984
				3,344,584
FUND(S): CAPITAL RESERVE CIP				
<p>COMMENTS: Funds are partially included in the FY 2013-14 Capital Reserve CIP and planned for the FY 2014-15 CIP. This item, in the amount of \$1,772,984 will leave a balance of \$3,344,584 in FY 2014-15 projects associated with Residential Street & Alley Replacement and Sidewalk Repairs.</p> <p>STRATEGIC PLAN GOAL: Concrete repairs in Plano neighborhoods relate to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid for the Residential Concrete Pavement Repair Project Zone J9 to Jim Bowman Construction Co., LP in the amount of \$1,772,984.30 for Alternate No. 1 (Cement with Nitrogen Oxides <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 10,431 SY of concrete paving, 16,063 SY of concrete alley paving, and 105,846 SF of concrete sidewalk in the area bounded by Independence Parkway, McDermott Road, Custer Road, and Hedcoxe Road.</p> <p>The secondary vendor being recommended is Jerusalem Corporation in the amount of \$2,543,787.40.</p> <p>Engineer's estimate for this project is \$2,064,000.00.</p> <p>https://www.google.com/mapmaker?ll=33.093879,-96.743159&spn=0.020925,0.046434&t=h&z=15&vpsrc=6&q=independence+pky+and+mcdermott+rd&utm_medium=website&utm_campaign=relatedproducts_maps&utm_source=mapseditbutton_normal</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Recap; Location Map				

CITY OF PLANO

Bid No. 2014-37-B

**Residential Concrete Pavement Repair Project, Zone J9 - Project No. 6366
Bid Recap**

Bid opening Date/Time: November 22, 2013 @ 2:30PM

Number of Vendors Notified: 1349

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specification: 0

Number of Bids Submitted: 2

<u>Vendor Name</u>	<u>Total Bid</u>	<u>Alternate Bid</u>
Jim Bowman Construction Co., LP	\$ 1,772,984.30	\$ 1,772,984.30
Jerusalem Corporation	\$ 2,543,787.40	\$ 2,543,787.40

Recommended Vendor(s):
Jim Bowman Construction Co., LP \$ 1,772,984.30

Nancy Corwin

February 5, 2014

Nancy Corwin, Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	02/24/14
Department:	Parks & Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Leslie Hooker ext. 7204	

CAPTION

Bid No. 2014-54-C for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance for US 75 and the North Dallas Tollway for the Parks and Recreation Department to Carruthers Landscape Management, Inc. in the estimated annual amount of \$124,088 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
2013-14; 2014-15; 2015-16; 2016-17; 2017-18				
Budget	0	1,036,763	392,118	1,428,881
Encumbered/Expended Amount	0	-357,546	0	-357,546
This Item	0	-104,234	-392,118	-496,352
BALANCE	0	574,983	0	574,983

FUND(S): **GENERAL FUND**

COMMENTS: This item approves price quotes for median and right of way annual landscaping maintenance. The estimated FY 2013-14 expenditure for annual landscaping maintenance to be purchased from this contract for the remainder of FY 2013-14 is \$104,234. Future expenditures will be made by Park Field Services within the annual approved budget appropriations, at an estimated annual expenditure of \$124,088 for fiscal years 2014-15, 2015-16 and 2016-17 and \$19,854 for fiscal year FY 2017-18.

STRATEGIC PLAN GOAL: Contracts for median and right of way landscaping maintenance relates to the strategic goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Parks and Recreation staff recommends the purchase of Median and Right-of-Way Landscape Maintenance for US 75 and the North Dallas Tollway from Carruthers Landscape Management, Inc. in the estimated annual amount of \$124,088, which is the bid price plus pricing for optional contract services for planting bed renovation and recovery, irrigation repairs, and drought mitigation projects.



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Award Memo Bid Recap	Other Departments, Boards, Commissions or Agencies



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

Date: Tuesday, February 4, 2014

To: Leslie Hooker, Buyer

From: Matthew Simmons, Field Services Supervisor

Subject: Award Recommendation: 2014-54-C – US75 and the North Dallas Tollway - Median and Right of Way Landscape Maintenance

Carruthers Landscape Management, Inc. is recommended for award of bid 2014-54-C in the estimated amount of \$99,088.00 with a total estimated annual amount of \$124,088 (which includes the bid price plus optional contract services for unforeseen/unplanned projects). This contract is for median and right of way mowing, planting bed maintenance, tree pruning and staking, in addition to litter collection on US75 and the NDT. Total future costs will be \$392,118.

The recommendation of award is based upon the following:

--lowest responsive bid

--history of maintaining large, highly visible, high profile commercial and governmental properties consisting of, streets, roads, parkways, boulevards and lanes in North Texas cities including Plano.

--equipment list dedicated to the contract sufficient to meet demanding deadlines in the care of median and right of way turf and landscape.

In addition to mowing and general landscape maintenance, the Parks and Recreation Department plans to use the services of Carruthers Landscape Management, Inc. for unplanned and unforeseen projects that may include planting bed renovation and recovery, irrigation repairs, and drought mitigation projects on an annual basis utilizing optional unit pricing provided in bid 2014-54-C.

If the contract is not awarded, numerous medians and rights of way along major highways in Plano will become non-compliant with basic Plano standards for turf and landscape maintenance. In addition, unforeseen repairs and landscape recovery projects may be delayed, and insufficient drought mitigation may result in further losses of plant material in medians and rights of way resulting in higher long term costs.

cc:

Amy Fortenberry, Director of Parks and Recreation
Jim Fox, Park Services Manager
Doug Green, Parks Superintendent

CITY OF PLANO

BID NO. 2014-54-C

Median & Right-of-Way Landscape Maintenance US 75 & Dallas North Tollway
BID RECAP

Bid opening Date/Time: January 24, 2014 @ 10:00 am

Number of Vendors Notified: 3,255

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 7

Carruthers Landscape Management, Inc.	\$99,088.00
SLM Landscaping & Maintenance, Inc.	\$99,940.00
Weldon's Lawn & Tree	\$133,970.00
Weisz Selection, Inc.	\$151,500.00
Lone Star Landscapes	\$153,366.30
Landworks	\$190,642.00
VMC Landscape Services	\$193,854.00

Recommended Vendors:

Carruthers Landscape Management, Inc.	\$99,088.00
---------------------------------------	-------------

Leslie Hooker

January 24, 2014

Leslie Hooker
Buyer I

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/24/14			
Department:		Parks & Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Leslie Hooker ext. 7204					
CAPTION					
Bid No. 2014-53-C for a one (1) year contract with three (3) optional one year renewals for Median and Right-of-Way Landscape Maintenance at various locations for the Parks and Recreation Department to Lillard Lawn & Landscaping, Inc. in the estimated annual amount of \$253,374 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14; 2014-15; 2015-16; 2016-17; 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,036,763	800,662	1,837,425
Encumbered/Expended Amount		0	-357,546	0	-357,546
This Item		0	-212,834	-800,662	-1,013,496
BALANCE		0	466,383	0	466,383
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves price quotes for median and right of way annual landscaping maintenance. The estimated FY 2013-14 expenditure for annual landscaping maintenance to be purchased from this contract for the remainder of FY 2013-14 is \$212,834. Future expenditures will be made by Park Field Services within the annual approved budget appropriations, at an estimated annual expenditure of \$253,374 for fiscal years 2014-15, 2015-16 and 2016-17 and \$40,540 for fiscal year FY 2017-18.</p> <p>STRATEGIC PLAN GOAL: Contracts for median and right of way landscaping maintenance relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Parks and Recreation staff recommends the purchase of Median and Right-of-Way Landscape Maintenance at various locations from Lillard Lawn & Landscaping, Inc. in the estimated annual amount of \$253,374, which is the bid price plus pricing for optional contract services for planting bed renovation and recovery, irrigation repairs, and drought mitigation projects.					



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Award Memo Bid Recap	Other Departments, Boards, Commissions or Agencies



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

Date: Tuesday, February 4, 2014

To: Leslie Hooker, Buyer

From: Matthew Simmons, Field Services Supervisor

Subject: Award Recommendation: 2014-53-C - Groups A & B - Median and Right of Way Landscape Maintenance – Major Street Include 14th, Plano Pkwy, Jupiter; Park, Parker, Midway & Legacy.

Lillard Lawn & Landscaping, Inc. is recommended for award of bid 2014-53-C - Groups A & B in the estimated amount of \$203,374.00 with a total annual estimated contract amount of \$253,374.00 (which includes the bid price plus optional contract services for unforeseen/unplanned projects). This contract is for median and right of way mowing, tree pruning and staking, as well as litter collection at various locations throughout the city including 14th Street, Plano Parkway, Jupiter Road, Park Boulevard, Parker Road, Midway Road & Legacy Drive. Total future costs will be \$800,662.

The recommendation of award is based upon the following:

--lowest responsive bid

--history of maintaining large, highly visible, high profile commercial and governmental properties consisting of, streets, roads, parkways, boulevards and lanes in North Texas cities including Plano.

--equipment list dedicated to the contract sufficient to meet demanding deadlines in the care of median and right of way turf and landscape.

In addition to mowing and general landscape maintenance, the Parks and Recreation Department plans to use the services of Lillard Lawn & Landscaping, Inc. for unplanned and unforeseen projects that may include planting bed renovation and recovery, irrigation repairs, and drought mitigation projects on an annual basis utilizing optional unit pricing provided in bid 2014-53-C.

If the contract is not awarded, numerous medians and rights of way will become non-compliant with basic Plano standards for turf maintenance. In addition, unforeseen repairs and landscape recovery projects may be delayed, and insufficient drought mitigation may result in further losses of plant material in medians and rights of way resulting in higher long term costs.

cc:

Amy Fortenberry, Director of Parks and Recreation

Jim Fox, Park Services Manager

Doug Green, Parks Superintendent

CITY OF PLANO

BID NO. 2014-53-C
Median & Right-of-Way Landscape Maintenance Group A&B
BID RECAP

Bid opening Date/Time: January 24, 2014 @ 10:00 am

Number of Vendors Notified: 3,255

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 7

Lillard Lawn & Landscaping, Inc.	\$203,374.00
Carruthers Landscape Management, Inc.	\$223,938.00
SLM Landscape & Maintenance Inc.	\$246,586.80
Weisz Selection, Inc.	\$266,944.05
Landworks	\$303,735.00
VMC Landscape Services	\$311,293.00
Dyna-Mist	\$335,910.70

Recommended Vendors:

Lillard Lawn & Landscaping, Inc.	\$203,374.00
----------------------------------	--------------

Leslie Hooker

January 24, 2014

Leslie Hooker
Buyer I

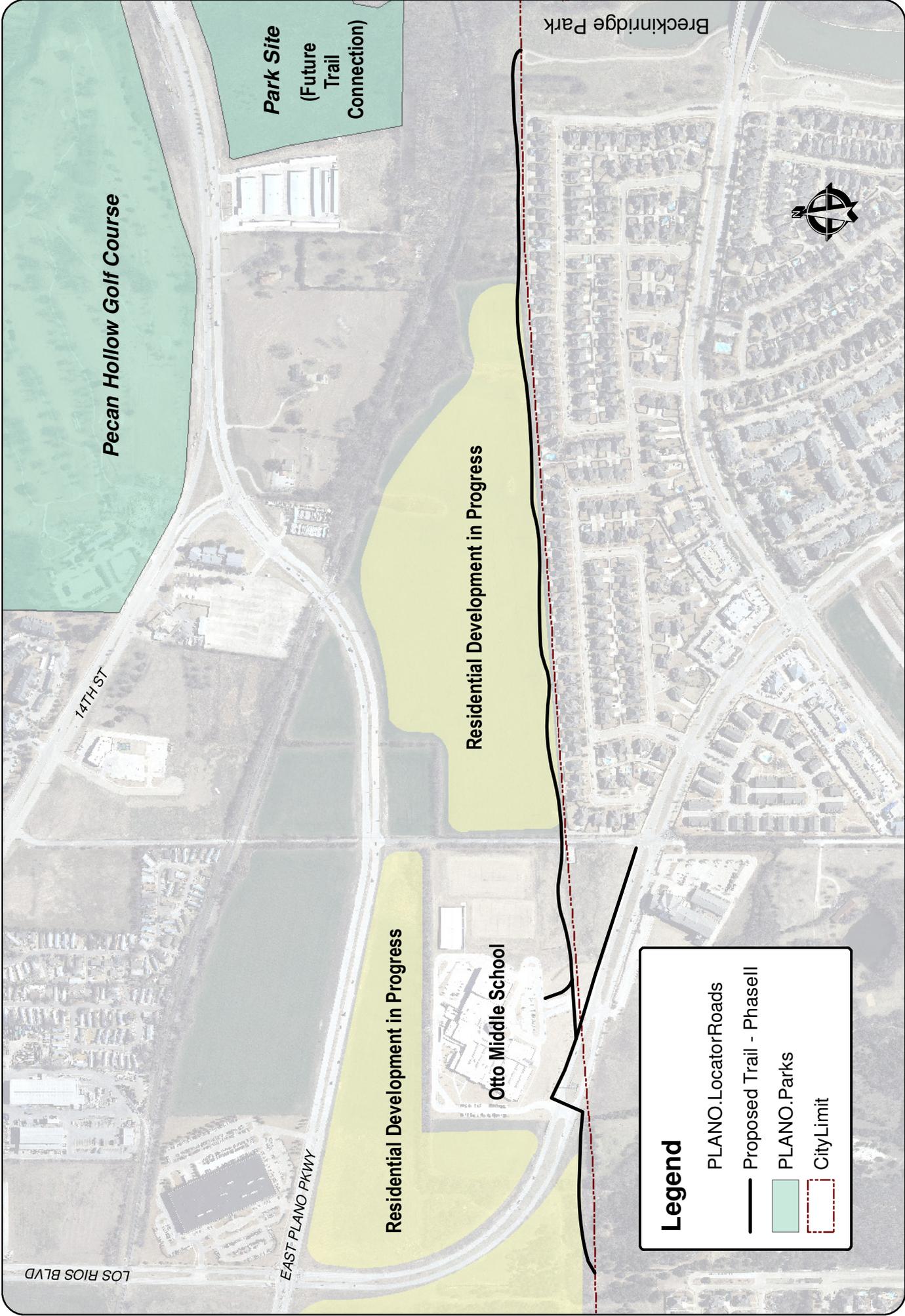
Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of \$113,770 for design services for the Plano-Richardson-Murphy Trail Connection, Phase 2 project and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		535,449	3,436,965	1,400,000
Encumbered/Expended Amount		-535,449	-1,658,052	0
This Item		0	-113,770	0
BALANCE		0	1,665,143	1,400,000
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$113,770, will leave a current year balance of \$1,665,143 for the 09 Trail Connection projects.				
STRATEGIC PLAN GOAL: Design services to connect Plano trails to trails within neighboring cities relates to the City's goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
<p>The Plano-Richardson-Murphy Trail Connection, Phase 2 project will provide neighborhood connectivity from Plano to Breckinridge Park in Richardson and Otto Middle School. The Plano residents in this area between the Breckinridge Park Trail loop and Otto Middle School do not have access to a neighborhood park. This trail connection will provide these residents with access to parks and provide connectivity between Plano, Richardson, Murphy and the middle school.</p>				
<p>La Terra Studio, Inc. is on the 2013-14 list of qualified consultants for Landscape Architecture Services. The total contract fee is \$113,770 which includes basic services, TDLR plan review, reimbursables, surveying, and civil engineering. The total fee is 10.34% of the total estimated construction budget of \$1,100,000. The fee is consistent with other park and engineering projects of this size and scope.</p>				
Project Location Map – http://goo.gl/maps/DUj6D				

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Landscape Architecture Services Agreement	



Legend

- PLANO.LocatorRoads
- Proposed Trail - Phasell
- PLANO.Parks
- CityLimit



**Plano-Richardson-Murphy Trail Connection, Phase II
Project #6246.1**



**PLANO-RICHARDSON-MURPHY TRAIL CONNECTION
PHASE 2 - 2014**

PROJECT NO. 6246.1

LANDSCAPE ARCHITECT 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 **LA TERRA STUDIO, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **PLANO-RICHARDSON-MURPHY TRAIL CONNECTION PHASE 2 – 2014** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural 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 Architect

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

II. Scope of Services

The parties agree that Architect 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 contract modifications orders may be authorized from time to time by the City.

III. Schedule of Work

The Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect'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 ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect 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
Parks Department
Attn: Renee Jordan
P.O. Box 860358
Plano, TX 75086-0358

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

La Terra Studio, Inc.
Attn: Kris Brown, President
2109 Commerce
Dallas, TX 75201

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 Architect, 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.

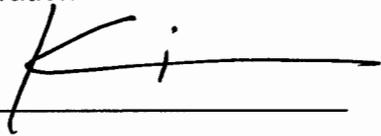
G. Authority to Sign:

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.

LA TERRA STUDIO, INC.
A Texas Corporation

DATE: 02/03/2014

BY: 
Kris Brown
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

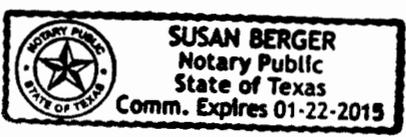
APPROVED AS TO FORM:

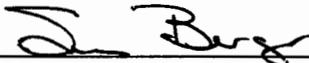
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 Collin §
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on the 3rd day of February, 2014, by **KRIS BROWN, PRESIDENT** of **LA TERRA STUDIO, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, 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

Plano-Richardson-Murphy Trail Connection (Phase II ~ 2014)

ABSTRACT:

This project includes professional services for the preparation of plans & specifications to be utilized for the procurement of construction services associated with improvements to Plano's existing multi-use trail network. The general scope set forth includes PS&E for approximately 1.5 miles of multi-use trail connecting Breckinridge Trail (at Breckenridge Park) to Beck Branch Trail (at Woods Park) herein known as 'Phase II'. **Exhibit A.1 (attached) illustrates the approximate trail location as well as limits for survey.

Section I Basic Services

la terra studio's Scope of Services is divided into separate phases listed below:

- ~A~ Information Gathering / Coordination
- ~B~ Schematic Design
- ~C~ Design Development / Construction Documents
- ~D~ Procurement - Bid Phase
- ~E~ Construction Phase

A. Information Gathering / Coordination

A.1 Data Collection / Conversion

la terra studiosm will meet with the owner on-site to schematically layout a trail Centerline. Alignment will be recorded, as-well-as any potential site limitations or constraints. la terra studiosm will convert the collected data into usable base information for use during subsequent phases.

A.2 Survey For Design

la terra studiosm will perform a topographic Survey for Design encompassing approximately 40 acres.

Services performed by Surveyor Include:

- Location of Visible Improvements such as Buildings, Structures, Patios, Sidewalks, Retaining / Screening Walls, Fences, Planters, etc...
- Show 1' Contours on drawing
- Topographic elevations based upon: City of Plano GIS NAD 83 State Plane Monumentation
- Location of Visible Utilities such as Power Poles, Power Lines, Transformers, Meter Boxes, Gas Meters, Phone / Cable Pedestals, Sanitary, Storm, Water, Electric Meters, Manhole/Boxes, etc.
- Existing Utilities, including underground will be approximately located (especially any existing Natural Gas Lines & ATF Transmission Lines)

****notes:** Property lines will be assumed from GIS data only. Boundary survey(s) not included.
Existing Franchise Utilities will be located WITH the assistance of the franchisee, respectively.

B. Schematic Design

B.1 Schematic Horizontal Trail Layout

la terra studiosm will design the Horizontal Layout for the proposed trail Centerline based on collected field data, Survey for Design, and other existing conditions. Known future private development of adjacent property will also be taken into account.



B.2 Overall Trail Layout Exhibit (DRAFT for City and/or Property Owner)
la terra studiosm will create an exhibit showing Schematic Horizontal Trail Layout within the context of adjacent properties, existing trail facilities, and public R.O.W. The exhibit, at minimum, will illustrate the following elements:

- Proposed trail alignment
- Known potential 'future' utility structures (e.g. overhead transmission structures)
- Distance & dimensions from existing overhead utility structures
- Street / roadway crossings
- Schematic grading

B.3 Preliminary Estimate of Probable Cost

la terra studiosm will provide an estimate of probable cost related to the proposed improvements for City review.

C. Construction Documents

C.1 Construction Drawings ~ 60% & 90% Review

la terra studiosm will begin production on preliminary Construction Drawings & Details.

***note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

~Construction Drawing Elements~

<p>Drawing Set (24"x36") to include:</p> <ul style="list-style-type: none"> ~Coversheet ~Site Locator Map ~Erosion Control Plan ~SWPPP ~Site Prep. Plan 	<ul style="list-style-type: none"> ~GIS Control (geodetic monuments *847*848*219*123) ~Site Grading & Drainage Plan ~Vertical Control ~Site Plans & Site Details (City Standard) ~Site Layout Plans ~Dimension Control
--	--

C.2 Technical Specifications ~ 90% Review

la terra studiosm will prepare Technical Specifications for use within the construction Project Manual. CSI format will be used in conjunction with any City of Plano standard specifications issued by staff.

***note: City responsible for providing la terra studiosm with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

C.3 Construction Drawings ~ 100% Review

la terra studiosm will finalize production of Construction Drawings & Details.

***note: Two (2) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

C.4 Project Manual ~ 100% Review

la terra studiosm will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

<ul style="list-style-type: none"> ~Coversheet ~Table of Contents ~Notice to Contractors** ~Bid Schedule with Unit Pricing ~Construction Agreement** ~Performance Bond** ~Payment Bond** 	<ul style="list-style-type: none"> ~Maintenance Bond** ~Insurance Requirements** ~Certificate of Insurance** ~Special Conditions** ~TCEQ-TPDES Permit Req.** ~Technical Specs ~Approved Materials List**
---	---



C.5 TDLR Plan Review Submittal

*la terra studio*sm will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, *la terra studio*sm will address and / or make revisions to plans and specifications as required to meet accessibility standards.

***note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio*sm. The City is responsible for TDLR site inspection coordination & fees.

C.6 Deliverables

Upon final approval of the Construction Documents, *la terra studio*sm will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

D. Procurement (bid phase services)

D.1 Procurement – Bid Phase

Upon final approval of the Construction Documents, *la terra studio*sm will provide the City assistance in bidding and awarding the Procurement Contract.

This phase generally includes the following:

- Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- Refined Estimate of Probable Costs
- Plans & Specs. will downloaded, by prospective bidders, from the BidSync
- Answer contractor inquiries during Bid Phase & Issuance of Addendums

E. Construction Phase

E.1 Construction Phase

*la terra studio*sm will participate in (1) monthly Project Site Visit** (and as needed) with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will occur throughout the life of the project, or as deemed necessary by the City or *la terra studio*sm. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

***note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.*

E.2 Submittals

*la terra studio*sm will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent.



Section II Limitations

A.1 Professional Services Limitations

Limitations to professional services not included in basic and/or additional services include, but are not limited to the following:

- Property boundary survey
- Utility mapping
- FEMA map revisions/verification
- Environmental assessments
- ROW dedication
- Traffic studies
- Wetlands determination & 404 permitting
- Environmental cat. exclusions
- TxDOT related drawings / submittals

In addition, limitations listed (*above*) can be performed as additional services as defined by Section III (b) (*below*)

Section III Additional Services

A. A.1 Additional Services

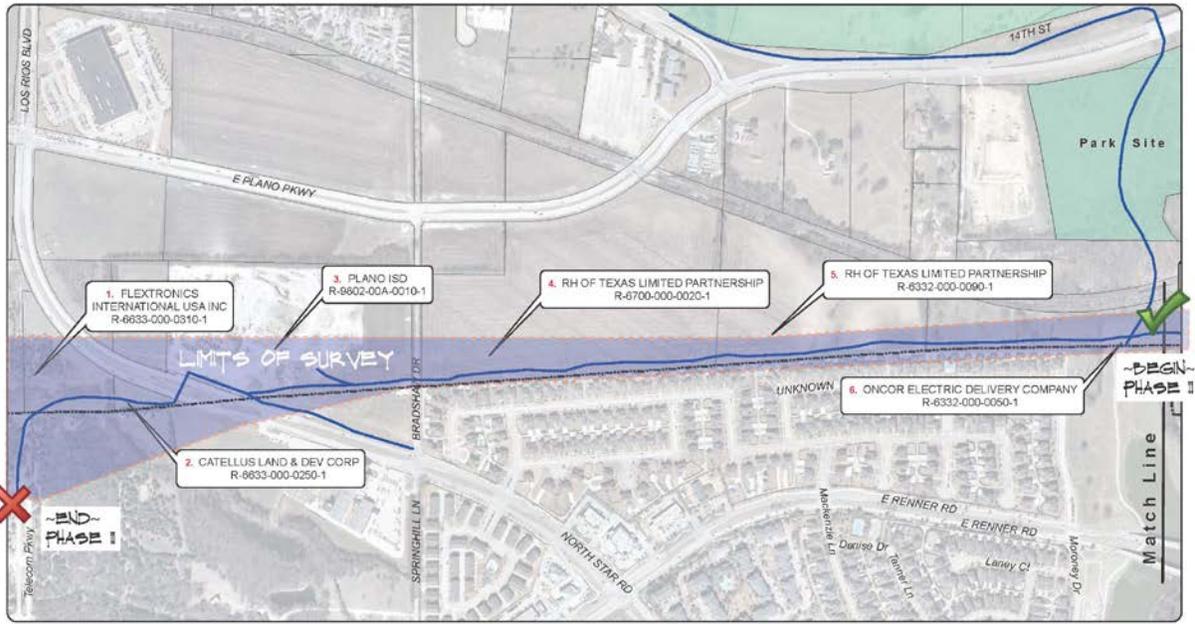
a. Hourly Rates

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

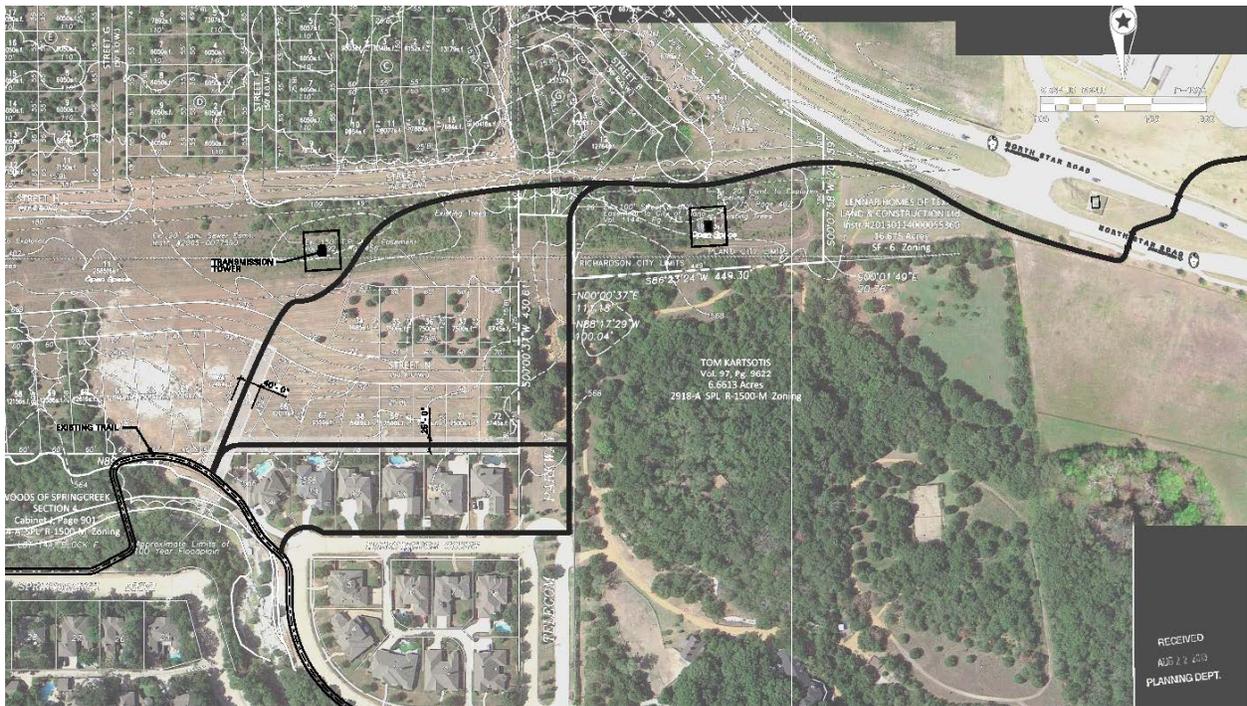
~ Principal ~ Registered Landscape Architect	\$180.00/hour
~ Landscape Architect In-training	\$ 75.00/hour
~ CAD / GIS Tech.	\$ 55.00/hour
~ Administrative	\$ 40.00/hour

b. Services

Additional services equal any service not listed as a Basic Service



Conceptual Drawing Proposed Trail Location **la terra studio** EXHIBIT A.1





la terra studio

EXHIBIT B

Estimated Schedules and Project Budget

Plano - Richardson - Murphy Trail Connection (Phase II ~2014)

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule. Exclusive of *Construction Phase* services, it is anticipated that this project will take approximately ~**120**~ days to complete from delivery of the survey.

As of the date of this agreement, client's project construction budget is approximately:

***note: The amount below includes Phase I Estimate ONLY (approx. 1.5 miles)*

\$1,100,000

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

***Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*



EXHIBIT C
PAYMENT SCHEDULE

Plano - Richardson - Murphy Trail Connection (Phase II ~2014)

Client agrees to pay Landscape Architect as follows:

~Basic Services~ Sections A ~ E		
	Phase Total	\$ 82,250
	TOTAL BASIC SERVICES	\$ 82,250
Incidental Expenses & Project Allowance (equipment, prints, mileage, postage, courier)		
	Sub Total	\$ 4,500
TDLR Plan Review		
	Sub Total	\$ 2,000
~Additional Services~ (sub-consulting services)		
Survey For Design + Control (by RPLS)		\$ 13,720
Engineering (by TEXAS PE)		\$ 11,300
	TOTAL ESTIMATED ADDITIONAL SERVICES	\$ 25,020
TOTAL Basic; Additional Services & Fees		\$ 113,770

Invoices will be submitted monthly based on a percentage of completion

STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



TBAE

P.O. Box 12337
Austin, TX 78711-2337
(512) 305 – 9000
<http://www.tbae.state.tx.us/active/home.html>

EXHIBIT "D"

LANDSCAPE ARCHITECT

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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis:

- 2.1 The Architect 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 Architect 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 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant 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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<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

17. Garage Liability \$_____ BI & PD each occurrence
18. Garagekeepers' Legal \$_____ - Comprehensive
\$_____ - Collision
19. Owners Protective Liability \$500,000 Combined single limits
20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.
21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
24. The Certificate must state project title and project number.
25. Other Insurance Required:

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of LA TERRA STUDIO, INC. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of LA TERRA STUDIO, 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.

LA TERRA STUDIO, INC.
Name of Consultant

By: [Signature]
Signature

Kris Brown
Print Name

President
Title

02/03/2014
Date

STATE OF TEXAS §
 Collin §
COUNTY OF ~~DALLAS~~ §

SUBSCRIBED AND SWORN TO before me this 3rd day of February, 2014.



[Signature]
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/24/2014			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Kellie Boyer x7248					
CAPTION					
To approve and authorize Contract Modification No. 1 for the expansion of users of the time keeping solution at multiple locations within the City from Kronos Incorporated through an existing DIR (Department of Information Resources) contract in the estimated annual amount of \$59,348 and to authorize the City Manager or his designee to execute all related documents. (DIR-SDD-1677)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14; 2014-15; 2015-16;	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	397,825	118,696	516,521
Encumbered/Expended Amount		0	0	0	0
This Item		0	-43,120	-118,696	-161,816
BALANCE		0	354,705	0	354,705
FUND(s): GENERAL FUND, TECHNOLOGY FUND					
<p>COMMENTS: This item approves price quotes for modifying existing contract 2013-103-C to increase users concerning timekeeping software. The estimated FY 2013-14 expenditure for the timekeeping software to be purchased from this contract for the remainder of FY 2013-14 is \$43,120. Future expenditures will be made by Park Administration within the annual approved budget appropriations, at an estimated annual expenditure of \$59,348 for fiscal years 2014-15 and 2015-16.</p>					
<p>STRATEGIC PLAN GOAL: Contracts for timekeeping software relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the approval of Contract Modification No. 1 for the expansion of users of the time keeping solution at multiple locations within the City from Kronos Incorporated, utilizing their DIR contract, in the estimated annual amount of \$59,348. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1677 / City of Plano No. 2013-103-C)</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

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

Memo

Date: January 24, 2014
To: Purchasing Department
From: Doug Green, Operations Superintendent
Re: Time and Attendance Management Software Recommendation Memo

Recommendation

The Plano Parks and Recreation Department (PAR), in cooperation with Plano Human Resources Department (HR), recommends modifying our existing contract and accepting Kronos' submitted quote for the use of Workforce Ready. Workforce Ready is a Software as a Service (SaaS) solution to be used by both Plano PAR and HR for hourly employee daily time recording and tracking, including attendance tracking. This SaaS is a turnkey solution providing software licenses and equipment to track time and attendance electronically for a combined total of up to 850 full and part time employees (a majority of which are seasonal part-time employees) at 18 different locations.

Vendor Selection

The City solicited proposals for Time Reporting and received two (2) responses. After reviewing the responses it was determined that Kronos was the best solution for the City. The selection process was a collaborative effort between PAR, HR and the Purchasing Department using cooperative contract pricing.

Expenditure

The annual amount of \$59,348.40 is within the budgeted amount of \$60,000.00 allocated for this expenditure. In addition, there is an \$8,500.00 one-time expenditure for system set-up. This amount is also within the budgeted amount of \$15,000.00 allocated for this portion of this project. The funding for this project was acquired in an approved supplement through a decision package submitted in the 2013-2014 budget package.

Action Requested

Modify existing City of Plano Contract No. 2013-103-C to increase the users to 850 at 18 different locations referencing DIR Contract No. DIR-SDD-1677.

Justification

PAR and HR currently have no permanent up-to-date time collecting and transfer solution in place. The above solution is capable of quickly and accurately capturing the time data for all

employees using the system. The combined departments currently have approximately 850 employees that would use the solution. Because of the number of employees, this solution would have far reaching advantages to both Departments as well as the City.

Use of this solution would allow much closer and more up-to-date monitoring of employees' attendance, punctuality, hours worked, as well as leave use. It would provide critical information as related to part-time employees' hour thresholds as well as full-time employee overtime management. Once in place, a time collection and transfer solution would allow efficiency and effectiveness in areas of management and supervision where it is being lost through outdated methods. This lost management and supervisory productivity would then be available for more productive uses.

The solution would also provide, if ever needed, a complete and accurate record of each employee's specific punch data. This data would be secure and available for any party seeking this type of information.

Non-Approval Implication

PARD and HR would continue to experience a loss of productivity, flexibility and efficiency due to managing its employees' time through outdated means and methods. The Departments would also have to continue to store and maintain paper timecards and timesheets for all of its employees using current time management methods.

Cc:

Diana Wike, Purchasing Contract Specialist

Kellie Boyer, Purchasing Agent

Erica Hurst, HRIS Specialist

Sharon Caston, Project Manager



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/24/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (974-769-4109)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas repealing Resolution No. 2009-8-17(R), assigning preferential purchase authority for cement produced by dry kilns with an emission rate of 1.7 pounds of NOx per ton of clinker or less (green concrete); and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-2014	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
<p>COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Repealing the City Resolution related to purchasing cement/green concrete that is also covered under the regulations of the Texas Commission on Environmental Quality (TCEQ) for cement production relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Resolution No. 2009-8-17(R), was passed on August 24, 2009 to help reduce the impact of cement kilns on the air quality in the Metroplex. This resolution is no longer needed as TCEQ regulations require cement kilns to meet or exceed the requirements as outlined in our resolution.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				

A Resolution of the City Council of the City of Plano, Texas repealing Resolution No. 2009-8-17(R), assigning preferential purchase authority for cement produced by dry kilns with an emission rate of 1.7 pounds of NOx per ton of clinker or less (green concrete); and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council adopted Resolution No. 2009-8-17(R), on August 24, 2009 assigning preferential purchase authority for cement produced by dry kilns with an emission rate of 1.7 pounds of NOx per ton of clinker or less (green concrete); and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") periodically establishes standards for the source cap limits for cement manufacturing facility emissions and TCEQ's requirements are the same as the City requirements; and

WHEREAS, when the City adopted Resolution No. 2009-8-17(R), the State did not require standards for the source cap limits for cement manufacturing and facility emissions; and

WHEREAS, the State regulations alleviate the need for local regulation in this area; and

WHEREAS, the City Council finds that Resolution No. 2009-8-17(R) should be repealed.

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

Section I. The City Council hereby repeals Resolution No. 2009-8-17(R).

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/24/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	357,019	166,981	0	524,000
Encumbered/Expended Amount	-357,019	0	0	-357,019
This Item	0	-86,685	0	-86,685
BALANCE	0	80,296	0	80,296

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$86,685, will leave a current year balance of \$80,296 for the PISD Tennis Court Lights project.

STRATEGIC PLAN GOAL: Partnering with Plano Independent School District to provide court lights to three tennis courts at Plano East Senior High School relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.

SUMMARY OF ITEM

The City of Plano has a long history for sharing the use of tennis courts with the Plano Independent School District. PISD builds courts at their expense on school property for school use and the City has provided lighting on selected courts for use by the general public when the courts are not in use for school purposes. Funding was included in the 2005 Bond Program to light eight tennis courts at Plano West Senior High School and eight courts at Plano East Senior High School. Funding was also included to replace the lighting on eight tennis courts at Plano Senior High School. Lighting is complete at Plano Senior High and Plano West Senior High. Only five courts were lighted at Plano East Senior High School due to conflicts with existing utilities and existing trees. Since completion of the lighting on the first five courts, PISD has identified ways to address the tree and utility conflicts. They believe it is imperative for them to maintain equity in the number of courts lighted at each senior high school.

The attached interlocal agreement allows for PISD to contract to have the remaining three courts lighted at



CITY OF PLANO COUNCIL AGENDA ITEM

Plano East Senior High School. PISD is solely responsible for the construction, executing and administering the contract for the lighting which will be constructed on their property.

The City will reimburse PISD for the cost of the lighting in an amount not to exceed \$86,685. Funding for this reimbursement was previously budgeted and is available for lighting the three additional courts.

Location Map –

<http://goo.gl/maps/ve4Kd>

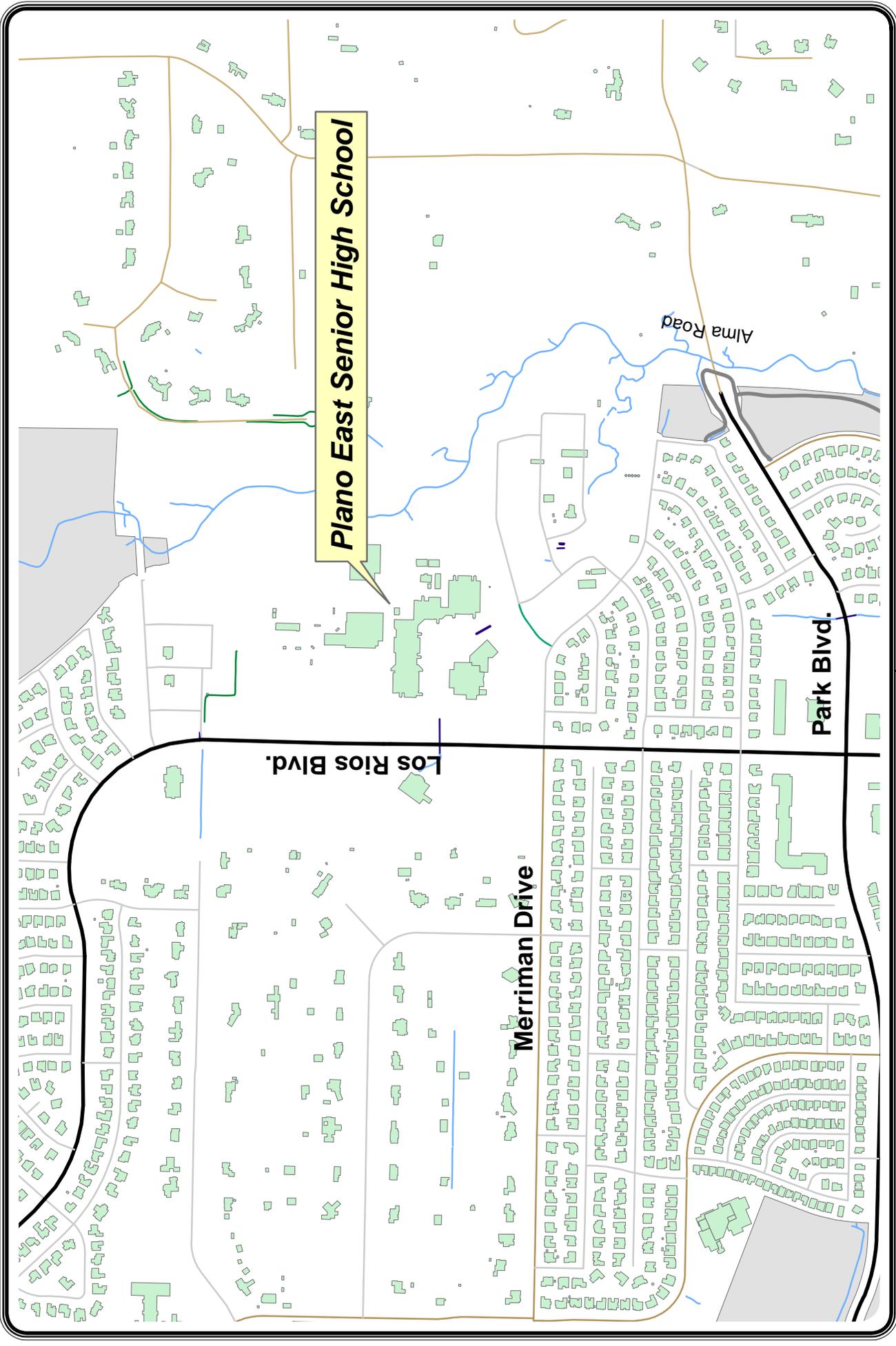
List of Supporting Documents:

Location Map

Resolution

"Exhibit A" to Resolution

Other Departments, Boards, Commissions or Agencies



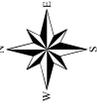
Plano East Senior High School

Los Rios Blvd.

Merriman Drive

Park Blvd.

Alma Road



Parks & Recreation Department
Park Planning

Tennis Court Lighting at Plano East Senior H.S.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement providing for terms and conditions for the construction of tennis court lighting at Plano East Senior High School, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

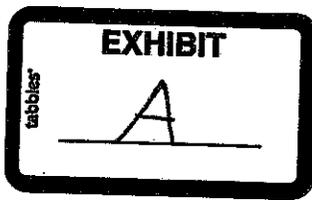
Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
THE PLANO INDEPENDENT SCHOOL DISTRICT
FOR REIMBURSEMENT
(Plano East Tennis Courts)

This Interlocal Cooperation Agreement for reimbursement ("Agreement") is entered into by and between the Plano Independent School District ("PISD"), a political subdivision of the State of Texas and the City of Plano, Texas ("City"), a Home-Rule Municipal Corporation, referred to individually as "party" and collectively as the "parties".

WITNESSETH:

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

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

WHEREAS, the tennis courts located at Plano East Senior High School need lighting ("Project"); and

WHEREAS, these tennis courts are used by PISD, and are also available for public use; and

WHEREAS, PISD has current revenues and is prepared to complete the Project; and

WHEREAS, City desires to reimburse PISD for the total cost of the Project as more fully described below; and

WHEREAS, City has current revenues available to reimburse PISD for the cost of the Project; and

WHEREAS, the Project will provide a mutual benefit to PISD and to the citizens of the City.

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

1. Description of Project. The PISD shall be solely responsible for the construction and associated payment of lighting the remaining unlit tennis courts at Plano East Senior High School by entering into a contract for the construction of the same in accordance with Texas law. The City shall have no obligations for preparing, executing, or administering the contract for the

construction of the Project. The City shall have no obligations for payment to the vendor for the Project.

2. Reimbursement for Project. The City shall reimburse PISD for the total cost of the contract for construction of the Project. The total amount shall not exceed Eighty-Six Thousand Six Hundred Eighty-Five and No/100s Dollars (\$86,685.00). The reimbursement hereunder shall be made to PISD following the City's receipt of copies of the documents regarding construction and PISD's payment of the Project and within thirty (30) days of receiving PISD's invoice.

PISD shall be solely responsible for any and all costs associated with the electric consumption on the Plano East Senior High School tennis courts and for the ongoing maintenance of the lighting at the Plano East Senior High School tennis courts.

3. Miscellaneous.

a. Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to PISD, to:

Plano Independent School District
Attn: Mr. Richard Matkin
2700 W. 15th Street
Plano, Texas 75075

If to City, to:

City of Plano
Attn: Bruce Glasscock
1520 Avenue K
Plano, Texas, 75074

b. Assignment. This Agreement is not assignable.

c. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

d. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

e. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

f. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

g. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

k. Sovereign Immunity. The parties agree that neither has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

PLANO INDEPENDENT SCHOOL DISTRICT

By: Richard Matkin Date: 1/15/14
Richard Matkin, Superintendent

CITY OF PLANO, TEXAS

By: _____ Date: _____
Bruce Glasscock, City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

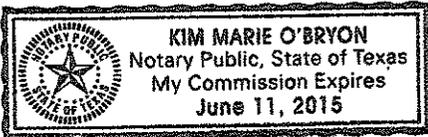
STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared **Richard Matkin** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Plano Independent School District**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of JANUARY 2014.



Kim O'Bryon
Notary Public in and for the
State of Texas

My Commission Expires:
June 11, 2015

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared **Bruce Glasscock**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Plano, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2014.

Notary Public in and for the
State of Texas

My Commission Expires:



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/14		
Department:		Environmental Health - Sustainability & Environmental Education Division (SEED)		
Department Head		Geoffrey Heinicke		
Agenda Coordinator (include phone #): Tiffany Stephens x4264				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$60,074 for a Community Clean-Up Trailer Program through the North Central Texas Council of Governments; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14; 2014-15	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
		0	0	0
		0	35,000	25,074
		0	35,000	25,074
				60,074
				60,074
FUND(S): SUSTAINABILITY FUND				
<p>COMMENTS: The grant contract, if approved, provides an estimated FY 2013-14 amount of \$35,000 from North Central Texas Council of Governments (NCTCOG), and an estimated FY 2014-15 amount of \$25,074 to decrease litter tonnage and volume.</p> <p>STRATEGIC PLAN GOAL: Accepting grants for funding a Community Clean-Up Trailer relates to the strategic goal of Financially Strong City with Service Excellence</p>				
SUMMARY OF ITEM				
<p>The City of Plano's Sustainability & Environmental Education Division is seeking funding for a Community Clean-Up Trailer. The project consists of a new litter trailer, part-time coordinator and public awareness campaign to reduce litter tonnage.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
NCTCOG Application				

**North Central Texas Council of Governments
FY2014 and FY2015 Call for Projects
Solid Waste Implementation Project Application**

FORM 1: LOCAL GOVERNMENT AND GRANT PROJECT INFORMATION

1. Project Local Government Information

Local Government:	Project Contact Name:
City of Plano	Heather Merchant
Complete Mailing Address with Zip Code: City of Plano Sustainability & Environmental Education, 2 nd Floor 4200 West Plano Parkway Plano, TX 75093	Telephone Number: 972-769-4111
Fax Number: 972-769-4219	Email Address: heatherm@plano.gov

2. Project Title with a **Single Sentence Description of What the Grant Funding Will Cover:**

The Community Clean-up Trailer funding will cover the cost of purchasing, equipping, and staffing the trailer for community clean-up events.

3. Grant Project Information:

- a. Please check only **one** goal of the three *Regional Solid Waste Management Plan Goals*, and identify the one specific Objective and one Action Recommendation from the *Regional Plan* that best applies to your project. This information can be found in the Request for Applications (RFA). (Note: Some categories ineligible; see Developing Project Proposal on page 3 of the RFA.)

- Time to Recycle Goal
 Stop Illegal Dumping Goal
 Assuring Capacity for Trash Goal

Identify the **one** Objective to be undertaken (quote verbatim directly from the *Regional Plan*):

Reduce the number of illegal dump sites and expand clean-up events through public and private partnerships.

Action Recommendation (quote **one** Action Recommendation verbatim, directly from the *Regional Plan*):

Expand clean-up events through coordinated efforts by local and regional agencies, and provide promotional assistance from all levels of government.

- b. Amount of Grant Funding Requested (**minimum \$15,000 and maximum \$125,000**): \$60,074

4. Authorized Signature (**signatory must have contract signing authority for the eligible local government entity listed above**):

Bruce Glasscock
City Manager

Date

FORM 2: CERTIFICATIONS AND ASSURANCES

I. Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions of the Request for Applications. **By signing this Application, the person acting on behalf of the local government agrees to the certifications listed below and to abide by the RFA provisions.**

1. **Authority to Sign Application**

The person signing this Application hereby certifies that he/she has authority from the local government to sign the Application and that such authority will bind the local government in subsequent agreements.

2. **Application Contains No False Statements**

The local government certifies that this Application has no false statements and that the local government understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The local government understands that the North Central Texas Council of Governments (NCTCOG) will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**

The local government certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City;
- b. County;
- c. Public school districts or independent school districts (not including universities or post-secondary educational institutions);
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities; or,
- e. Council of governments.

4. **Solid Waste Fee Payments**

The local government certifies that it is not delinquent in payment of solid waste disposal fees owed to the State.

5. **Conformance to Standards**

The local government certifies to the best of its knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and proposed expenditures, conforms to eligible category standards and allowable expense and funding standards as set forth in the RFA.

6. **Consideration of Private Industry**

The following certification applies **only** if the project is under one of the following funding categories:

- Source Reduction and Recycling
- Citizens' Collection Stations and "Small" Registered Transfer Stations

The local government certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. The local government further certifies to the best of its knowledge and ability that the proposed project:

- **will promote cooperation** between public and private entities,
- provides a service that is **not** otherwise readily available, and
- will **not** create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with the *Regional Solid Waste Management Plan***

The local government certifies to the best of their knowledge and ability that the proposed project is consistent with applicable Goals, Objectives, and Action Recommendations of the *Regional Solid Waste Management Plan*.

8. **Technical Feasibility**

The local government certifies that it has carefully reviewed its Scope of Work and that to the best of its knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. **Costs Reasonable and Necessary**

The local government certifies to the best of its knowledge and ability that the proposed project activities in the Scope of Work and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and the proposed expenses are consistent with the costs of comparable goods and services.

10. **Certification by Law Enforcement Programs**

As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

II. Assurances

If the Application is approved for funding, the grant funds will be awarded through an Interlocal Agreement contract between the local government and NCTCOG. This Agreement will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the funding. In order to ensure an understanding by the local government of some of the main conditions that will be included in the Interlocal Agreement, the local government is asked to review the following assurances. By signing this Application, the person acting on behalf of the local government indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the Interlocal Agreement will be adhered to if funding is awarded.

1. **Compliance with Standard Pertaining to Real Property and Equipment**

Local government provides assurances that, if funded, it will comply with the contract provisions pertaining to title and to management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; as well as obligations to continue in the use or transfer of the property to adhere to the provisions that grant funds are not being used to create a competitive advantage over private industry.

2. **Participation in NCTCOG/Texas Commission on Environmental Quality Recycling Surveys and Reporting**

Local government provides assurances that, if funded, it will respond to annual recycling program surveys and/or other requests from NCTCOG or the Texas Commission on Environmental Quality (TCEQ) for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

Local government provides assurances that, if funded, it will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to NCTCOG on a schedule established by NCTCOG, and to continue to document the results of the project activities for the life of the project, and to provide NCTCOG with a follow-up results report approximately one year after the end of the grant term.

4. **Financial Management**

Local government provides assurances that, if funded, the local government will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by NCTCOG.

5. **Compliance with Americans with Disabilities Act**

Local government provides assurances that, if funded, it will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**

Local government provides assurances that, if funded, it will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. **Compliance with Program and Fiscal Monitoring**

Local government provides assurances that, if funded, it will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project, allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Please sign the following if your local government agrees to comply with these Certifications and Assurances.

NOTE: Signatory must have contract signing authority for the eligible local government entity.

Signature: _____

Typed/Printed name: Bruce Glasscock _____

Title: City Manager

Local Government: City of Plano

FORM 3: AUTHORIZED REPRESENTATIVES

The local government hereby designates the individual(s) named below as the person/persons authorized to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the local government for the purposes shown:

1. Authorized Project Representative. (All entries below required.) The following person is **authorized** to receive direction, manage work performed and sign required periodic status and statistical reports:

Signature:

Printed Name: Heather Merchant

Email Address: heatherm@plano.gov

Telephone Number: 972-769-4111

Title: Sustainability & Environmental Education Manager

Local Government: City of Plano

2. Authorized Financial Representative. (All entries below required.) The following person is authorized to **act on behalf** of this local government in all financial and fiscal matters including authorizing and signing reimbursement requests:

Signature:

Printed Name: Heather Merchant

Email Address: heatherm@plano.gov

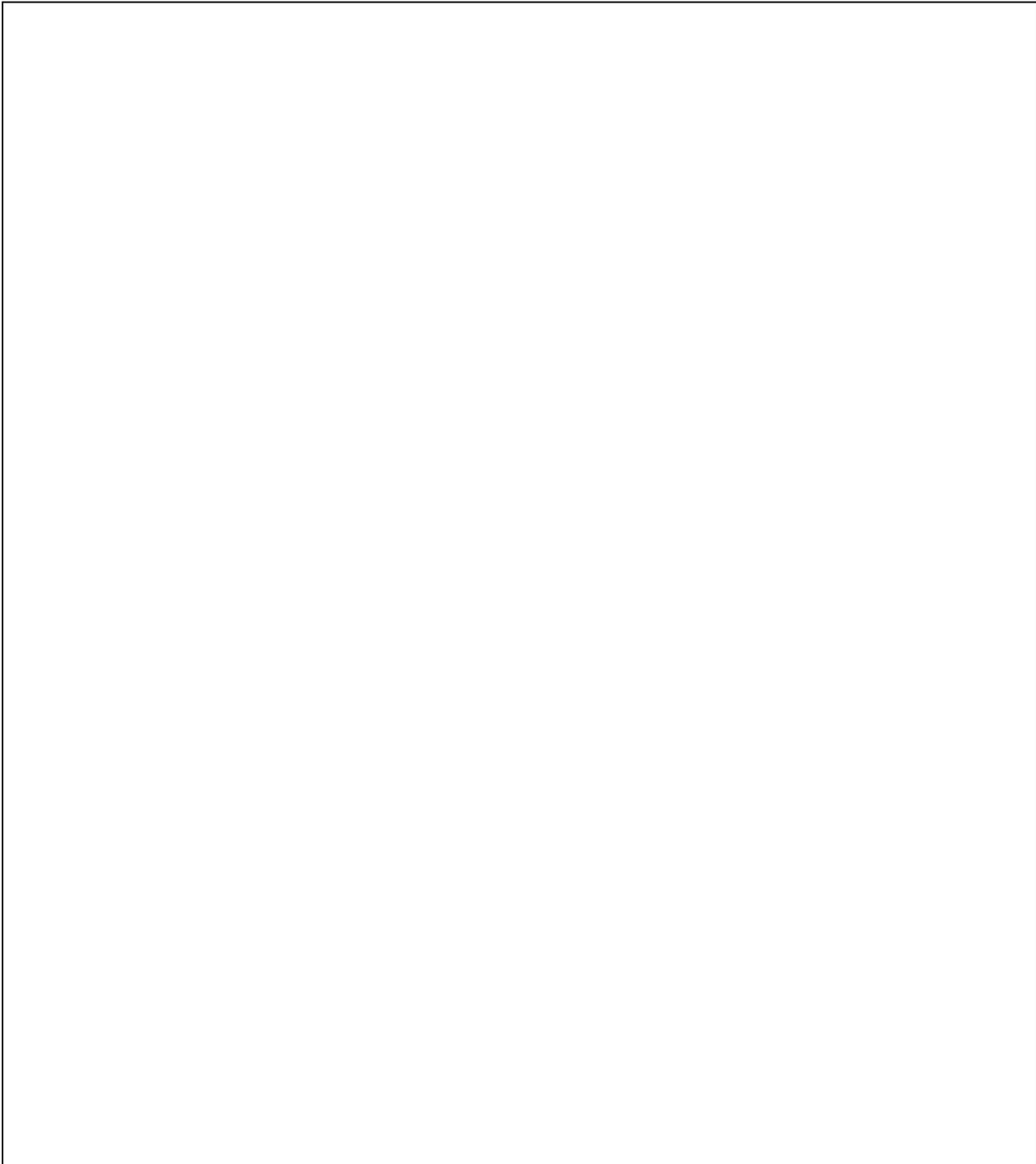
Telephone Number: 972.769.4111

Title: Sustainability & Environmental Education Manager

Local Government: City of Plano

FORM 4: RESOLUTIONS OR COURT ORDERS

The governing body of the local government **must** approve a resolution or court order authorizing the Project Application submittal as well as receipt of funding if the project is approved. An original of this resolution or court order **must** be submitted to NCTCOG by **Tuesday, March 11, 2014, no later than 5 p.m. CENTRAL TIME to NCTCOG Offices at 616 Six Flags Drive, First Floor Receptionist, Arlington, TX 76011.**



FORM 5: PROJECT DESCRIPTION (FORM 5 and FORM 5a, up to 55 points combined)

Community Clean-Up Trailer:

The Sustainability & Environmental Education Division requests grant funding to start a new resident-oriented program. We seek to provide Plano residents with access to a litter trailer for participation in city-led and resident-led clean-ups. This supports the NCTCOG Regional Solid Waste Management Plan's goal to Stop Illegal Dumping. Specifically, this project supports the objective to reduce the number of illegal dump sites and expand clean-up events through public and private partnerships. Further, it supports the action recommendation to expand clean-up events through coordinated efforts by local and regional agencies, and provide promotional assistance from all levels of government.

Currently Plano promotes two community-wide cleanups per year. One is conducted in the fall and focuses on creek cleanups. The other occurs in the spring and focuses on parks, school properties and other public lands within the City. Approximately 500 volunteers are involved in these dedicated cleanups each year. The addition of the Community Cleanup Trailer will expand cleanup opportunities for volunteers dramatically, as organized groups will have the ability to check-out the trailer and drive it to cleanup locations of their choice or that the new part-time Litter Awareness Coordinator designates for them. The Litter Awareness Coordinator will work with the Parks Department to keep a log of parks, creeks and public land areas throughout the community where illegal dumping has occurred or litter has accumulated and needs removal. Additional cleanups to address these problem areas will be organized and promoted to civic groups and other organizations looking for volunteer opportunities by the Litter Awareness Coordinator.

As part of Plano's semi-annual "Love Where You Live" neighborhood revitalization program, residents and Planning Department staff have identified several neighborhoods and areas in need of clean-up and have developed a mechanism for organized resident action. In concert with the trailer, the Litter Awareness Coordinator will support the related action recommendation to expand clean-up events through coordinated efforts by local and regional agencies, and provide promotional assistance from all levels of government. Seven monthly cleanups will be organized, promoted and implemented by the Litter Awareness Coordinator utilizing different community organization volunteers. A fall community-wide cleanup of creeks will be planned, promoted and implemented. This effort will culminate with a volunteer celebration and litter awareness educational event. A spring community-wide cleanup will also be planned, promoted and implemented. This effort will also include a volunteer celebration a litter awareness educational event.

In addition to organizing community-wide and organization specific cleanups, the Litter Awareness Coordinator will make litter awareness presentations to schools, environmental clubs, civic groups, churches, special events, corporate groups and other interested organizations. Litter Awareness exhibits will be designed and developed to use with these educational outreach efforts.

The community cleanup trailer will be available for check-out by neighborhood groups, churches, scouts, civic groups, corporate groups and others. It will also be available to take to community outreach events such as the Plano Balloon Festival or school or corporate environmental fairs. Additionally, the coordinator will market and promote the trailer and cleanup initiatives and events via electronic and printed newsletters, utility bill inserts, posters, Plano Television Network, and various social media platforms like Facebook and Twitter.

The anticipated benefits of clean-up events in Plano are:

1. Improved water quality in our lakes, creeks, and rivers
2. Reduced flooding caused by drain blockages
3. Reduced public health hazards and dangers
4. Reduced threats to wildlife
5. Increased community engagement and individual responsibility

The proposed project and costs were modeled after similar initiatives in the state and region. Based on the Sustainability & Environmental Education division's decade of program implementation experience, we believe the budget is reasonable, comparable, and justified. The Division will also contribute \$15,204.00 in in-kind services to leverage and expand the impact of this project. This project, including educational outreach, volunteer participation, and the benefits of a clean community and clean creeks will serve all Plano residents. With a population of 270,000, that is a per capita cost of 28 cents per resident. We anticipate participation of at least 2500 volunteers in cleanup efforts over the time period of this grant.

FORM 5a: PROJECT WORK PROGRAM AND TIMELINE

(FORM 5a and FORM 5, up to **55** points combined)

1. Execute Interlocal Agreement with NCTCOG.
 - a. Sustainability & Environmental Education Manager, City Manager
June 2014
2. Hire Litter Awareness Coordinator (LAC):
 - a. Post the position and hire the new person.
Sustainability & Environmental Education Supervisor
June-August 2014
3. Purchase and equip the litter trailer.
 - a. Specify and purchase the new trailer and supplies.
Litter Awareness Coordinator
August - September 2014
4. Develop, design, and purchase project marketing elements including exhibits, flyer, ubill inserts.
Litter Awareness Coordinator
August-December 2014
5. First Quarterly Status Report due.
 - a. Write and submit the September report.
Litter Awareness Coordinator and Administrative Assistant
September 2014
6. Organize and conduct September clean-up.
 - a. Organize, promote and oversee clean-up activities
Litter Awareness Coordinator
September 2014
7. Organize and conduct Annual Clean Creek Week Event.
 - a. Organize, promote and oversee this event.
Litter Awareness Coordinator with assistance from Sustainability & Environmental
Education Coordinators (SEED)
October 2014
8. Organize and conduct November clean-up.
 - a. Organize, promote and oversee clean-up activities.
November 2014
9. Second Quarterly Status Report due.
 - a. Write and submit the December report.
Litter Awareness Coordinator and Administrative Assistant
December 2014
10. Organize and conduct December clean-up.
 - a. Organize, promote and oversee clean-up activities.
Litter Awareness Coordinator
December 2014
11. Organize and conduct January clean-up.
 - a. Organize, promote and oversee clean-up activities.
Litter Awareness Coordinator
January 2015
12. Organize and conduct February clean-up.
 - a. Organize, promote and oversee clean-up activities.
Litter Awareness Coordinator

January 2015

13. Third Quarterly Status Report due.

a. Write and submit the March report.

Litter Awareness Coordinator and Administrative Assistant

March 2015

14. Organize and conduct March clean-up.

a. Organize, promote and oversee clean-up activities

Litter Awareness Coordinator

March 2015

15. Conduct Annual Great American Clean-Up Event.

a. Organize, promote and oversee this event.

Litter Awareness Coordinator with support from SEED coordinators

April 2015

16. Organize and conduct May clean-up.

a. Organize, promote and oversee clean-up activities.

Litter Awareness Coordinator

May 2015

17. Market, schedule and deliver educational presentations

a. Deliver presentations monthly to different community organizations.

Litter Awareness Coordinator

September 2014 – May 2015

18. Fourth Quarterly Status Report due.

a. Write and submit the June report

Litter Awareness Coordinator and Administrative Assistant

June 2015

19. All expenditures and activities completed.

a. Write, finalize and complete the project.

Litter Awareness Coordinator, SEED Supervisor and SEED Manager

June 30, 2015

20. Final Results Report, Final Reimbursement Request, and Release of All Claims due.

a. Write, complete and submit these deliverables.

Litter Awareness Coordinator, SEED Supervisor, SEED Manager

July 31, 2015

FORM 6: LEVEL OF COMMITMENT AFTER GRANT (Up to 25 points)

City of Plano's Statement of Commitment:

After the funding period, Plano will continue this project as an ongoing initiative with division staff. The trailer will continue to be available for check out by community groups. The trailer will continue to be used for the Neighborhood Revitalization Love Where You Live program, as well as for the annual creek and communitywide cleanups. Litter awareness education and outreach programs will be done upon request and provided by other Sustainability & Environmental Education Coordinators. Future grant funding from this program will not be needed to maintain ongoing operations. As part of the city's budget, the Sustainability and Environmental Education Division receives annual appropriations to support its ongoing programs and staff.

FORM 7: EXPLANATION REGARDING PRIVATE INDUSTRY NOTIFICATION

According to state law (Section 361.014 (b) TX Health & Safety Code), a project or service funded under this program must promote cooperation between public and private entities, and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

Categories Requiring Private Sector Notification:

If you are applying for a grant for a project that falls under the categories listed below, you **must** notify the private sector and adhere to the requirements listed below. **Failure to notify private industry service providers will result in immediate disqualification from this grant process.**

- **Source Reduction and Recycling**
- **Citizens' Collection Stations and Small Registered Transfer Stations**

In accordance with grant requirements established by TCEQ, a local government seeking funding for a project that is related to one of the above listed categories must adhere to the requirements listed below prior to submitting the application:

- Contact in person or in writing all known private service providers which, at the time of the application development, are providing services similar to this grant proposal within the geographic service area that the project intends to serve. A list of private service providers within the region is available from NCTCOG.
- Inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
- Consider, where appropriate, meeting directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns.
- Complete applicable information on Forms 7a and 7b to provide documentation that private service providers were notified of the project.

Statement of Private Sector Notification:

I certify, as an authorized representative of the local government with regard to the public/private sector cooperation requirements as outlined in the Request for Applications, that this application:

_____ comes under one of the categories listed above requiring private sector notification; however, I am unaware of any public or private entity which provides similar or related services within the proposed project area. *(The local government must attach a description of efforts to research and ascertain other existing services and demonstrate the reason why this option is selected. For example, a description of inquiries that were unsuccessful could be attached.)*

_____ comes under one of the categories listed above requiring private sector notification; however no competitive advantage exists, therefore no private sector notification was necessary. *(The local government must explain.)*

_____ comes under one of the categories listed above requiring private sector notification; and I have notified the private sector industry. *(The local government must complete Forms 7a and 7b on the following page.)*

FORM 7a: LIST OF PRIVATE SERVICE PROVIDERS NOTIFIED

Private Service Providers Contacted	Name & Position	Response When Notified	Phone Number	Date Notified

FORM 7b: SUMMARIES OF DISCUSSIONS WITH PRIVATE INDUSTRY

Provide a brief summary below of any responses to your inquiries that expressed concerns regarding your project. Furnish information on any concerns voiced by the private service providers, including:

- (1) Brief summaries of any meetings or discussions held between the local government and the private service providers;
- (2) An explanation of any changes made to the proposed project to address private service provider concerns; and,
- (3) An explanation of any remaining concerns that were not addressed, and why the local government determined that the concerns are not valid under the statutory requirements.

Private Service Providers Contacted	Name and Position	Please Explain Any Concerns

FORMS 8 thru 8g: PROJECT BUDGET SUMMARY (Up to 20 points inclusive)

Provide a detailed explanation of the costs associated with the proposed project. Offer a breakdown of the total amount of funding being requested for the proposed project. The expenses must be consistent with the category expense standards provided in the Request for Applications. Complete any of the detailed budget forms which are applicable to your proposed budget.

Budget Category	Grant Funding Amount Sought <i>Please round costs to the nearest dollar.</i>
1. Personnel/Salaries	\$ 20,800.00
2. Fringe Benefits	\$ 7,280.00
3. Travel (Does not include registration)	\$ 0
4. Supplies (<u>consumable</u> general office supplies)	\$ 0
5. Equipment (unit cost of \$5,000 or more)	\$ 5,495.00
6. Construction	\$ 0
7. Contractual (other than construction costs)	\$ 0
8. Other (anything not itemized above)	\$ 26,499.00
9. Total Direct Charges (sum of 1-8)	\$ 60,074.00
10. Indirect Charges*	\$ 0
11. Total (sum of 9-10)	\$ 60,074.00
12. Fringe Benefit Rate: ___35___ %	
13. Indirect Cost Rate: ___0___ %	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

*In accordance with the UGMS, indirect charges may be authorized if the local government has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the local government may be authorized to recover up to 10 percent of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If your local government has an approved cost allocation plan, please enclose documentation of your approved indirect rate.

In-kind or Matching Funds Contributions: \$ 15,204.00
 Local government contribution(s) through in-kind or matching services is encouraged.

Please explain, in separate line items, the detail of any matching funds or contributions to be provided by the local government. In-kind services should relate only to staff or services directly involved with your proposed project. Describe the relative importance or effort the local contribution will have in relationship to the entire project. **This information will be used in contracting with successful projects and will be tracked for proper payment.**

- _ Design services for fliers, marketing and outreach pieces, web design for promotion @ \$1,728.00
- _ Printing @ \$300.00
- _ Computer, office space, office supplies for project staff @ \$1,200.00
- _ Supervisory, Administrative, and Program Staff support time @ \$ 11,976.00

Only complete the following detailed budget forms that are applicable to your budget.

Form 8a Detailed Personnel/Fringe/Indirect Charges Budget: Total \$ 28,080.00

This budget information should be completed if any expenses are entered for Personnel (Line 1), Fringe Benefits (Line 2) and/or Indirect Charges (Line 10) of your Project Budget Summary. In the space below, list the names and titles of individuals whose salaries will be paid for, in all or in part, from project funds. Also, indicate if funds are for a new or existing employee (attach additional sheets if necessary).

Employee name New Employee
Title Litter Awareness Coordinator
Salary \$ 20,800.00

Employee name _____
Title _____
Salary \$ _____

Employee name _____
Title _____
Salary \$ _____

TOTAL PERSONNEL/FRINGE/INDIRECT CHARGES: \$ 28,080.00

If your budget lists Fringe Benefits (Line 2) and/or indirect costs (Line 10), please provide the following:

- Fringe Benefit Rate 35 %
- Indirect Charge Rate* 0 %

*In accordance with the UGMS, indirect charges may be authorized if the local government has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. The local government may be authorized to recover up to 10 percent of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

**Please provide a breakdown of your organization's fringe and indirect allocations.

***Please refer to the supplanting information in Article 24 of the Inter Local Agreement.

Form 8b Detailed Travel Budget: Total \$ 0

This budget section should be completed if any expenses are entered for Travel (Line 3) of your Project Budget Summary. In-state travel expenses directly related to the conduct of the funded project may be authorized. Please describe below the types of travel expenses (state rate mileage, meals, airfare, hotel, etc.) expected, conference/workshop names if known, and purpose for travel. For Registration Fees, see "Other" Detailed Budget page.

Purpose of travel: _____

Cost: \$ _____

Purpose of travel: _____

Cost: \$ _____

TOTAL TRAVEL COSTS: \$ 0

Form 8c Detailed Consumable General Office Supply Budget: Total \$ 0

This budget section should be completed if any expenses are entered for general **office** supplies (Line 4) of your Project Budget Summary. Supplies are **consumable office items** that generally have a useful life of less than one year and have a unit cost of less than \$1,000. Expenses for food and beverages are not allowable. Please describe below the **general office supplies** expenses you intend to purchase with project funding; attach additional sheets if necessary.

<u>General Office Supplies</u>	<u>Costs</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL SUPPLIES:	\$ <u>0</u>

Form 8d Detailed Equipment Budget: Total \$ 5,495.00

This budget section should be completed if any expenses are entered for Equipment (Line 5) of your Project Budget Summary. Equipment expenses include non-construction related, tangible, personal property having a unit acquisition cost of **\$5,000** or more (including freight and set-up costs), with an estimated useful life over one year. Please describe below the equipment expenses you intend to purchase with project funding, providing as many details as possible at this time.

<u>Equipment (description, type, model, etc.)</u>	<u># of Units</u>	<u>Costs</u>
Litter Trailer _____	1 _____	\$ 5,495.00 _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL EQUIPMENT:		\$ <u>5,495.00</u>

Form 8e Detailed Construction Budget: Total \$ 0
(All construction expenses must be pre-approved by NCTCOG.)

Budget Summary. Construction expenses include the cost of planning the project, materials and labor, cost of equipment attached to the permanent structure and any sub-contracts performed as part of the construction. All local government municipal laws and regulations including UGMS for bidding and contracting for services must be followed. Please itemize below the construction expenses associated with the proposed project, providing as many details as possible at this time.

<u>Construction (and related expenses)</u>	<u>Costs</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL CONSTRUCTION:	\$ <u>0</u>

Form 8f Detailed Contractual Budget:
(All contractual expenses must be pre-approved by NCTCOG.)

Total 0

This budget section should be completed if any expenses are entered for Contractual (Line 7) of your Project Budget Summary. Expenses include the cost of professional services or tasks provided by firm or individual who is not employed by the project funds recipient, other than those related to construction. All local government municipal laws and regulations including UGMS for bidding and contracting for services must be followed. Please itemize below the contractual expenses associated with the proposed project, providing as many details as possible at this time.

<u>Contractual</u>	<u>Costs</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL CONTRACTUAL:	\$ <u> 0 </u>

Form 8g Detailed Other Expenses Budget:

Total \$ 26,499.00

This budget sheet should be completed if any expenses are entered under the Other (Line 8) of your Project Budget. "Other" expenses are those for items or services that do not readily fit into any of the previous budget categories in this application. If any of the expenses listed below are included in the calculation of your rate for indirect charges, do not list them on this sheet.

<u>Other Expenses</u>	<u>Costs</u>
_____ Postage/delivery	\$ _____
_____ Telephone/Fax	\$ _____
_____ Utilities	\$ _____
_____ Printing/reproduction	\$ _____
<input checked="" type="checkbox"/> Advertising, public notices	\$ <u>3,296.00</u>
<input checked="" type="checkbox"/> Signage	\$ <u>4,575.00</u>
_____ Training (registration fees, etc.)	\$ _____
<input checked="" type="checkbox"/> Office space, equipment rentals	\$ <u>1,990.00</u>
_____ Basic office furnishings	\$ _____
_____ Books and reference materials	\$ _____
_____ Repair and maintenance	\$ _____
_____ Computer Hardware	\$ _____
_____ Computer Software	\$ _____

Miscellaneous ALL Other Expenses

(Separately itemize these expenses, For example: 96-gallon recycling roll carts @ \$50.73 each 700 units = \$35,511.00)

of Units

<u>T-shirts</u>	<u>1500 @ \$5 each</u>	<u>\$7,500.00</u>
<u>Special Events Entertainment</u>	<u>2 @ \$1500 each</u>	<u>\$3,000.00</u>
<u>Hip Waders</u>	<u>30 @ \$100 each</u>	<u>\$3,000.00</u>
<u>Tabletop Display</u>	<u>1</u>	<u>\$1,600.00</u>
<u>Trash Grabbers</u>	<u>100 @ \$9.72 each</u>	<u>\$972.00</u>
<u>Gloves</u>	<u>50 @ \$3.12 each</u>	<u>\$156.00</u>
<u>Safety Cones</u>	<u>20 @ \$6.68 each</u>	<u>\$133.60</u>
<u>Barricade Stands</u>	<u>2 @ \$26.75 each</u>	<u>\$53.50</u>
<u>Barricade Board</u>	<u>1</u>	<u>\$54.24</u>
<u>Table</u>	<u>1</u>	<u>\$49.98</u>
<u>Water Jug</u>	<u>2 @ \$23.98 each</u>	<u>\$47.96</u>
<u>First Aid Kits</u>	<u>3 @ \$12.09 each</u>	<u>\$36.27</u>
<u>Chairs</u>	<u>2 @ 9.98 each</u>	<u>\$19.96</u>
<u>Trailer Lock</u>	<u>1</u>	<u>\$14.49</u>

TOTAL OTHER \$ 26,499.00

A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$60,674 for a Community Clean-Up Trailer Program through the North Central Texas Council of Governments; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information, and setting an effective date.

WHEREAS, the City Council has been presented an application for the North Central Texas Council of Governments (NCTCOG), providing terms and conditions for a Community Clean-Up Trailer Program consisting of a new trailer, part-time employee, and public awareness campaign to reduce litter tonnage; and

WHEREAS, the City Council appoints the City Manager or his authorized designee as the grantee's authorized official, given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the application agency; and

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

Section I. The submission of the grant application is hereby approved for regional funds in an amount not to exceed \$60,074 for a Community Clean-Up Trailer Program. If awarded, the receipt of the grant funds by the City of Plano is also approved.

Section II. The City Manager, or his authorized designee, is appointed as the authorized official to act on behalf of the City of Plano with regard to this grant.

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/14		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Michelle Voirin as Assistant City Attorney III by the City Attorney; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	81,379	0	81,379
Encumbered/Expended Amount	0	0	0	0
This Item	0	-81,379	0	-81,379
BALANCE	0	0	0	0
FUND(S): GENERAL				
<p>Comments: Funding for this item, in the amount of \$81,379 (including benefits), for the remainder of 2013-14 is included in the approved 2013-14 Budget. This position does not increase the number of authorized positions in Legal. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p>STRATEGIC PLAN GOAL: The hiring of an Assistant City Attorney III meets the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
The City Charter authorizes the City Attorney to select attorneys for hire with the approval of the City Council. It is the City Attorney's recommendation that Michelle Voirin be hired as an Assistant City Attorney III for the City Attorney's Office. See attached Memorandum regarding qualifications for the proposed new hire.				
List of Supporting Documents: Memorandum		Other Departments, Boards, Commissions or Agencies n/a		

MEMORANDUM

DATE: February 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Paige Mims
City Attorney

SUBJECT: Hiring of Michelle Voirin as an Assistant City Attorney III

In accordance with Section 4.05 of the Plano City Charter, I am requesting City Council approval of my selection of Michelle Voirin for the Assistant City Attorney III position to serve as the Chief Prosecutor for the Municipal Court. Ms. Voirin's qualifications are outlined below.

Ms. Voirin has 21 years experience as a prosecutor and is board certified in criminal law. She has served with the Tarrant, McLennan and Collin County District Attorney's Offices. She has handled numerous felony and misdemeanor cases including matters involving crimes against children, homicide and capital murder. She has developed and conducted training for law enforcement, prosecutors and other professionals associated with the criminal justice system. She has been a speaker on numerous criminal law topics. She obtained a Bachelor of Arts degree in Journalism and English and a Juris Doctor from Baylor University in Waco.

Thank you for your consideration. If you have any questions, please let me know.

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

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City as an employee of the City Attorney's Office; and

WHEREAS, the City Attorney has selected Michelle Voirin to be hired as Assistant City Attorney III to serve as the Chief Prosecutor in Municipal Court and is requesting the City Council's approval of same.

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

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

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/24/14			
Department:		Legal			
Department Head		Paige Mims			
Agenda Coordinator (include phone #): Betsy Allen - 7545					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, appointing James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 through 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Appointing ethics investigators relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
This Resolution approves the appointment of James D. Shields and Lori A. Leu, licensed attorneys, to serve as ethics investigators as required by the Code of Conduct in the event the Council deems a full investigation is required. Mr. Shields and Ms. Leu have been previously appointed and are willing to be reappointed.					
List of Supporting Documents: See attached Resolution			Other Departments, Boards, Commissions or Agencies n/a		



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Your Trusted Advisor.

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ATTORNEYS

PRACTICE AREAS

MEDIA

CONSULTING

Attorneys

James D. Shields

Katherine D. Hoke

Bart F. Higgins

Tandy V. Jouret

Margaret H. Appgar

David A. Shields

Home » Attorneys » James D. Shields

James D. Shields, Principal

After more than three decades practicing commercial business litigation and representing financial institutions and intermediaries, I have come to the conclusion that **it is not just what you know, but how you apply it.** Strategic planning, creative problem solving and a deep understanding of business in general and yours in particular are the pillars of my unique professional services.

Good legal representation is expected; great legal counsel is uncommon.

My goal is to provide you with great legal counsel, specifically tailored to your business needs. I have personal experience as a successful entrepreneur, business owner and investor. **I understand the pressures you face as a business owner or high-level executive making the tough decisions to grow your business.**



I can help you: manage conflict, prepare for risk as options are evaluated, and create resolution plans with defined goals and accountability.

From my own experience, **companies have two main objectives: to grow their revenue and increase shareholder value.** But how do you accomplish those objectives? Strategic growth in the midst of an uncertain political and economic environment can be very difficult. Industry pressure points, governmental regulations and the lack of long term stability can cause the toughest CEO to have sleepless nights.

Success in business requires many talents, but there is a fundamental truth - **experience enhances the opportunity for success in any business.** Wouldn't it be better to build a team of experienced advisors who understand the difficulties you face and can provide you with strategic solutions that fit your needs?

In short, I want to be your legal Trusted Advisor.

What is a Trusted Advisor? Here are just a few key descriptors:

- A Trusted Advisor is an experienced lawyer who also **understands your business model.**
- A Trusted Advisor is an **expert strategist** who evaluates your legal matters from a businessman's perspective;
- A Trusted Advisor **integrates legal solutions with your business objectives.**

Providing great legal counsel embraces the Trusted Advisor role.

It also embodies the core values that are evident in our work product: trust, integrity, valued relationships and business insight.

I formed Shields Legal Group based on these same values with the expectation of providing great legal services and value. I have carefully selected seasoned attorneys with business backgrounds who agree with **my philosophy of providing superior legal advice integrated with your business needs.**

Each SLG attorney is tasked with becoming the client's Trusted Advisor.

Please let me know how I may help your business grow and increase shareholder value. I can be reached at jshields@shieldslegal.com

Your Needs. Our Approach. Your Business is our Priority.

jshields@shieldslegal.com

972-287-3467

View »

Download VCard

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Lori A. Leu / Attorney



Growing up in a small town in Kansas, strong values and ties to the community were instilled in Lori Leu from the start. After practicing as a civil litigation attorney for more than 20 years, Lori longed to focus on a practice area that would more directly benefit members of the community in which she lives. While searching for direction, Lori was approached by family members with questions regarding elder law issues. She then realized that assisting individuals who most need advice, especially when faced with confusing and sometimes overwhelming issues, was the calling she was seeking. As a result, Lori changed her practice to focus on legal issues affecting seniors and long-term planning, from simple wills to more complicated estate planning, financing of long-term care, including Medicaid eligibility, Veteran's benefits, advance directives, guardianships, probate, and estate administration.

[Contact Lori A. Leu](#)[Download vCard](#)

Lori graduated from Kansas State University with an honors degree in Interdisciplinary Social Sciences, summa cum laude, in 1984. She continued on to receive her law degree from Harvard University in 1987, and is licensed to practice in Texas, Kansas, and Missouri. Lori lives with her husband and two children in Plano, Texas.

Memberships & Activities

- City of Plano Ethics Investigator
- College of the State - Bar of Texas
- Collin County Bar Association - Estate Planning and Probate Section President and Board of Directors
- Dallas Bar Association
- Dallas Bar Foundation -- Fellow
- Estate Planning Council of North Texas - Board of Directors
- Kansas Bar Association
- National Academy of Elder Law Attorneys (NAELA)
- Missouri Bar Association

We're Here to Help



Lori A. Leu
Attorney



Erin W. Peirce
Attorney



Lauren Olson
Attorney



Melanie Simmons
Legal Assistant



Darlene La Tour
Legal Assistant

In the News & Events >

Areas of Focus



We focus on a variety of legal issues affecting seniors and individuals with disabilities.

- Plano Bar Association
- State Bar of Texas

[Contact Lori A. Leu](#) [Download vCard](#)

HOME & Associates ELDER LAW	• 2317 Coit Road, Suite A	• Plano, TX 75075	• Office 972-996-2540	• Fax
	TEAM Lori A. Leu Erin W. Peirce Lauren Olson Melanie Simmons Darlene La Tour	PRACTICE AREAS • Guardianship • Contact Us Public Benefits Probate & Estate Administration Estate Planning Special Needs Trust	QUESTIONS • Contact Us	

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News & Events

Lori
A.
Leu

See what has been going on at our firm and find out our community involvement.

Featured in Living Well Magazine

See Lori A. Leu in the latest issue of Living Well Magazine. She brings passion and experience to protecting the futures of seniors in our community.

RESOURCES CONTACT
 TERMS &
 CONDITIONS
 PRIVACY POLICY

The Estate Planning and Elder Law attorneys of Lori A. Leu & Associates assist clients with Estate Planning, Wills, Trusts, Special Needs Planning, Probate and Estate Administration, Elder Law, Medicaid Planning, Powers of Attorney and Advance Directives and Guardianships in Plano, Texas and the greater Dallas area, including Addison, Allen, Anna, Carrollton, Celina, The Colony, Dallas, Fairview, Farmers Branch, Farmersville, Frisco, Garland, Lewisville, Lucas, McKinney, Melissa, Murphy, Parker, Plano, Princeton, Prosper, Richardson, Sachse, Sherman, Van Alstyne, and Wylie.

Contact Us

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A Resolution of the City Council of the City of Plano, Texas, appointing James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.

WHEREAS, pursuant to Sec. 2-104 of the Code of Ordinances, the City Council shall appoint attorneys to serve as ethics investigators as required by the Code of Conduct of the City of Plano; and

WHEREAS, James D. Shields and Lori A. Leu, licensed attorneys, have agreed to serve as ethics investigators for a two year period from February 15, 2014 to February 14, 2016; and

WHEREAS, the Council finds that both Mr. Shields and Ms. Leu are qualified to serve as ethics investigators for code of conduct violations.

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

Section I. James D. Shields and Lori A. Leu are hereby appointed by the City Council to serve as ethics investigators in determining violations of the Code of Conduct of the City of Plano. Their terms are from February 15, 2014 to February 14, 2016.

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2013 and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-2014	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending December 31, 2013.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2013 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2013, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2013, 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, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
December 31, 2013

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



City Manager



Director of Finance



Treasurer



Treasury Analyst

Information received since the Federal Open Market Committee met in December indicates that growth in economic activity picked up in recent quarters. Labor market indicators were mixed but on balance showed further improvement. The unemployment rate declined but remains elevated. Household spending and business fixed investment advanced more quickly in recent months, while the recovery in the housing sector slowed somewhat. Fiscal policy is restraining economic growth, although the extent of restraint is diminishing. Inflation has been running below the Committee's longer-run objective, but longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic activity will expand at a moderate pace and the unemployment rate will gradually decline toward levels the Committee judges consistent with its dual mandate. The Committee sees the risks to the outlook for the economy and the labor market as having become more nearly balanced. The Committee recognizes that inflation persistently below its 2 percent objective could pose risks to economic performance, and it is monitoring inflation developments carefully for evidence that inflation will move back toward its objective over the medium term.

Taking into account the extent of federal fiscal retrenchment since the inception of its current asset purchase program, the Committee continues to see the improvement in economic activity and labor market conditions over that period as consistent with growing underlying strength in the broader economy. In light of the cumulative progress toward maximum employment and the improvement in the outlook for labor market conditions, the Committee decided to make a further measured reduction in the pace of its asset purchases. Beginning in February, the Committee will add to its holdings of agency mortgage-backed securities at a pace of \$30 billion per month rather than \$35 billion per month, and will add to its holdings of longer-term Treasury securities at a pace of \$35 billion per month rather than \$40 billion per month. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. The Committee's sizable and still-increasing holdings of longer-term securities should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative, which in turn should promote a stronger economic recovery and help to ensure that inflation, over time, is at the rate most consistent with the Committee's dual mandate.

The Committee will closely monitor incoming information on economic and financial developments in coming months and will continue its purchases of Treasury and agency mortgage-backed securities, and employ its other policy tools as appropriate, until the outlook for the labor market has improved substantially in a context of price stability. If incoming information broadly supports the Committee's expectation of ongoing improvement in labor market conditions and inflation moving back toward its longer-run objective, the Committee will likely reduce the pace of asset purchases in further measured steps at future meetings. However, asset purchases are not on a preset course, and the Committee's decisions about their pace will remain contingent on the Committee's outlook for the labor market and inflation as well as its assessment of the likely efficacy and costs of such purchases.

To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that a highly accommodative stance of monetary policy will remain appropriate for a considerable time after the asset purchase program ends and the economic recovery strengthens. The Committee also reaffirmed its expectation that the current exceptionally low target range for the federal funds rate of 0 to 1/4 percent will be appropriate at least as long as the unemployment rate remains above 6-1/2 percent, inflation between one and two years ahead is projected to be no more than a half percentage point above the Committee's 2 percent longer-run goal, and longer-term inflation expectations continue to be well anchored. In determining how long to maintain a highly accommodative stance of monetary policy, the Committee will also consider other information, including additional measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial developments. The Committee continues to anticipate, based on its assessment of these factors, that it likely will be appropriate to maintain the current target range for the federal funds rate well past the time that the unemployment rate declines below 6-1/2 percent, especially if projected inflation continues to run below the Committee's 2 percent longer-run goal. When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent.

Voting for the FOMC monetary policy action were: Ben S. Bernanke, Chairman; William C. Dudley, Vice Chairman; Richard W. Fisher; Narayana Kocherlakota; Sandra Pianalto; Charles I. Plosser; Jerome H. Powell; Jeremy C. Stein; Daniel K. Tarullo; and Janet L. Yellen.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>December 31, 2013</u>		<u>September 30, 2013</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.05%	108,409,464.77	108,409,464.77	85,276,062.69	85,276,062.69
Certificates of Deposit	0.60%	44,429,421.42	44,429,421.42	44,670,838.65	44,670,838.65
FHLB Bonds	1.13%	45,265,928.02	45,630,695.57	45,312,819.56	45,791,029.97
FHLMC Bonds	1.12%	83,842,836.08	84,633,135.00	84,059,349.30	84,932,376.00
FNMA Bonds	0.91%	46,540,245.14	47,005,633.34	46,802,480.75	47,353,973.95
Municipal Bonds	0.65%	114,294,808.30	114,013,553.65	109,264,901.82	108,664,082.25
Totals		442,782,703.73	444,121,903.75	415,386,452.77	416,688,363.51

Average Yield (1):

Total Portfolio 0.70%

Fiscal Year-to-Date Average Yield (2):

Total Portfolio 0.70%

This Quarter:

Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.33%
TexPool Yield	0.04%

Last 12 Months:

Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.33%
TexPool Yield	0.04%

Investment Earnings (3):

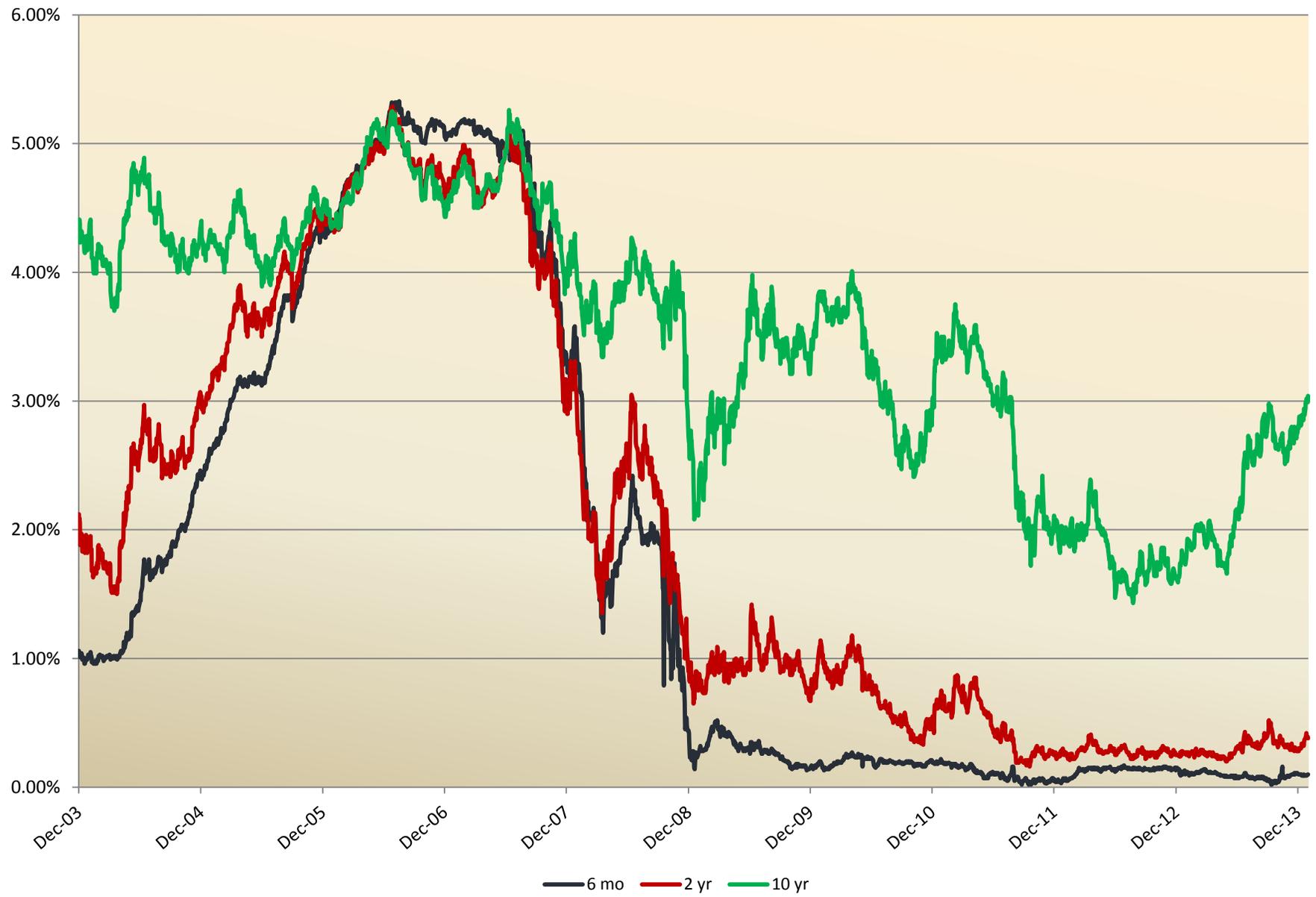
Quarter	\$ 819,751
Fiscal Year To Date	\$ 819,751

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

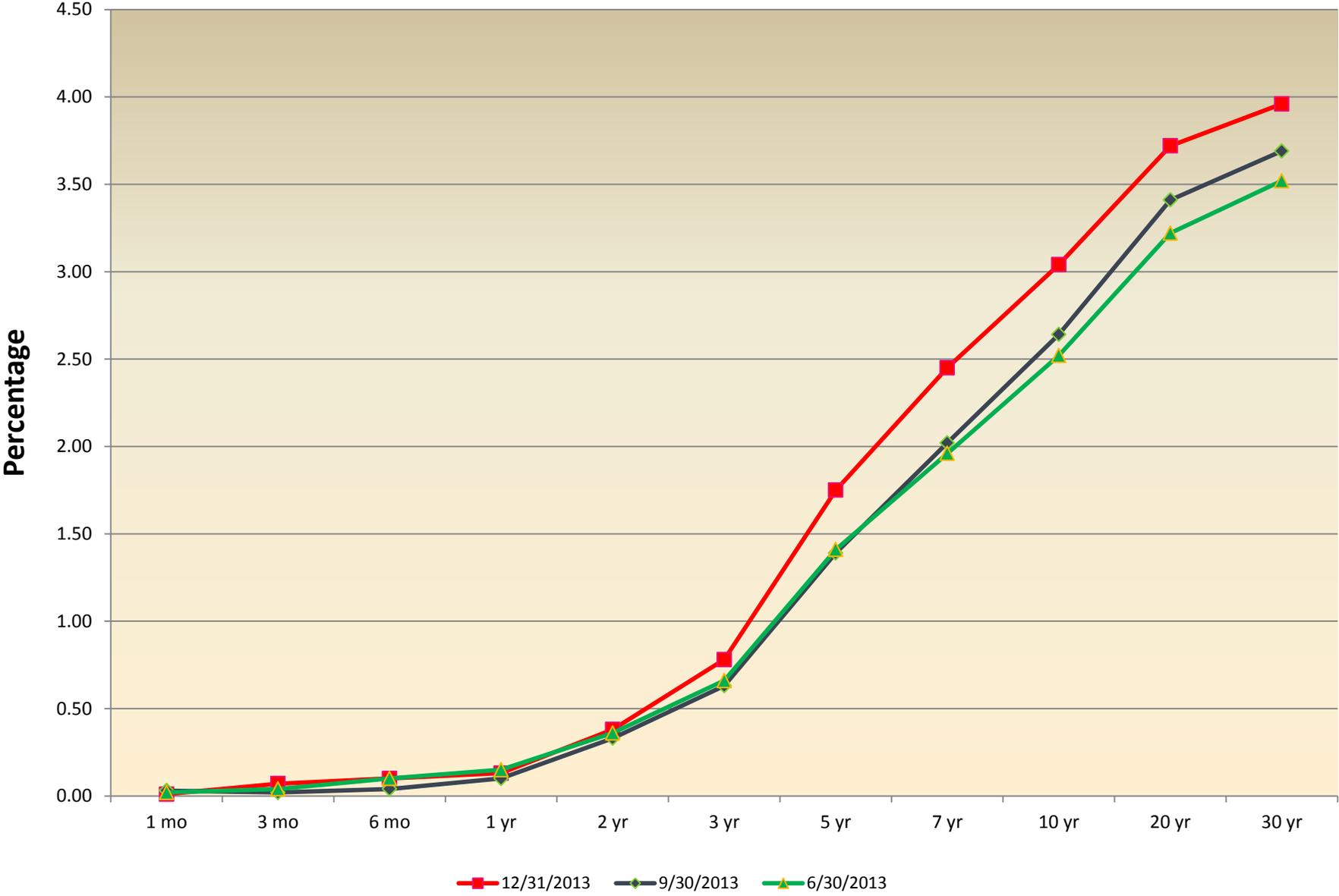
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and Amortized Premium/Discount.

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
December 31, 2013

By Sector

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bonds	Aaa/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	782,384.36	109.40	782,181.40	25.44	0.52%	13,505.56
Municipal Bonds	A1/NA	4.00%	02/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,383,546.12	108.70	2,396,724.75	25.44	0.18%	33,320.00
Municipal Bonds	Aa2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,093,334.07	109.47	1,094,700.00	25.44	0.56%	18,888.89
Municipal Bonds	Aa2/AA-	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,342,082.87	107.49	1,343,637.50	25.93	0.57%	16,666.67
Municipal Bonds	Aa2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,518,715.95	101.06	2,526,600.00	25.93	0.65%	20,833.33
Municipal Bonds	NA/AA+	4.00%	04/01/2016	02/26/2013		2,915,000.00	3,220,550.30	3,137,267.56	107.69	3,139,017.75	26.95	0.58%	29,150.00
Municipal Bonds	Aa2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,100,333.69	110.07	1,100,700.00	27.41	0.57%	10,555.56
Municipal Bonds	Aa2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,635,424.10	107.37	5,610,134.75	27.93	0.60%	34,833.33
Municipal Bonds	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	99.50	248,755.00	28.95	1.00%	208.33
Municipal Bonds	Aa2/AA-	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,965,816.85	110.08	4,953,735.00	29.93	0.80%	112,500.00
Municipal Bonds	Aa1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	2,086,153.72	109.51	2,053,275.00	30.95	0.77%	40,546.88
Municipal Bonds	Aaa/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,088,009.73	108.77	1,087,710.00	30.95	0.56%	16,666.67
Municipal Bonds	Aaa/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,266,384.29	112.34	1,269,408.10	32.95	0.56%	14,125.00
Municipal Bonds	A2/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	555,898.85	109.54	547,690.00	33.97	0.96%	4,166.67
Municipal Bonds	Aa3/AA	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	99.39	496,960.00	33.97	1.25%	1,041.67
Municipal Bonds	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	98.79	701,423.20	34.43	0.92%	833.74
Municipal Bonds	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	421,647.98	106.38	420,201.00	34.43	0.62%	1,514.17
Municipal Bonds	Aa2/AA+	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,751,911.02	109.34	1,760,390.10	34.95	0.91%	5,366.67
Municipal Bonds	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,340,851.39	108.73	2,321,364.15	36.98	0.82%	35,583.33
Municipal Bonds	Aaa/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,728,678.11	113.18	2,727,589.80	37.44	0.70%	45,522.22
Municipal Bonds	Aa1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,543,613.97	106.83	2,537,307.50	37.90	0.72%	23,750.00
Municipal Bonds	NA/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	659,450.44	111.18	655,932.50	37.90	0.72%	8,850.00
Municipal Bonds	Aa3/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,386,866.52	112.54	1,378,578.25	39.90	0.95%	10,208.33
Municipal Bonds	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	98.69	493,435.00	40.92	1.60%	666.67
Municipal Bonds	Aa2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,494,719.49	110.67	1,438,723.00	43.38	0.95%	25,439.56
Municipal Bonds	Aa1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	99.38	248,442.50	43.38	1.47%	920.00
Municipal Bonds	Aa2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,889,215.33	113.20	6,752,439.65	44.92	1.05%	78,887.12
Municipal Bonds	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	560,857.63	111.09	555,425.00	46.39	0.79%	2,555.56
Municipal Bonds	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,244.24	97.80	489,010.00	46.92	1.40%	457.08
Municipal Bonds	Aaa/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,941,657.97	115.19	2,908,522.25	49.41	0.90%	47,694.44
Municipal Bonds	Aa1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	98.96	247,397.50	55.34	1.92%	1,201.25
TOTAL						433,193,886.19	449,968,985.55	442,782,703.73		444,121,903.75	13.15	0.70%	3,121,691.38

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Detail of Security Holdings
December 31, 2013

By Maturity

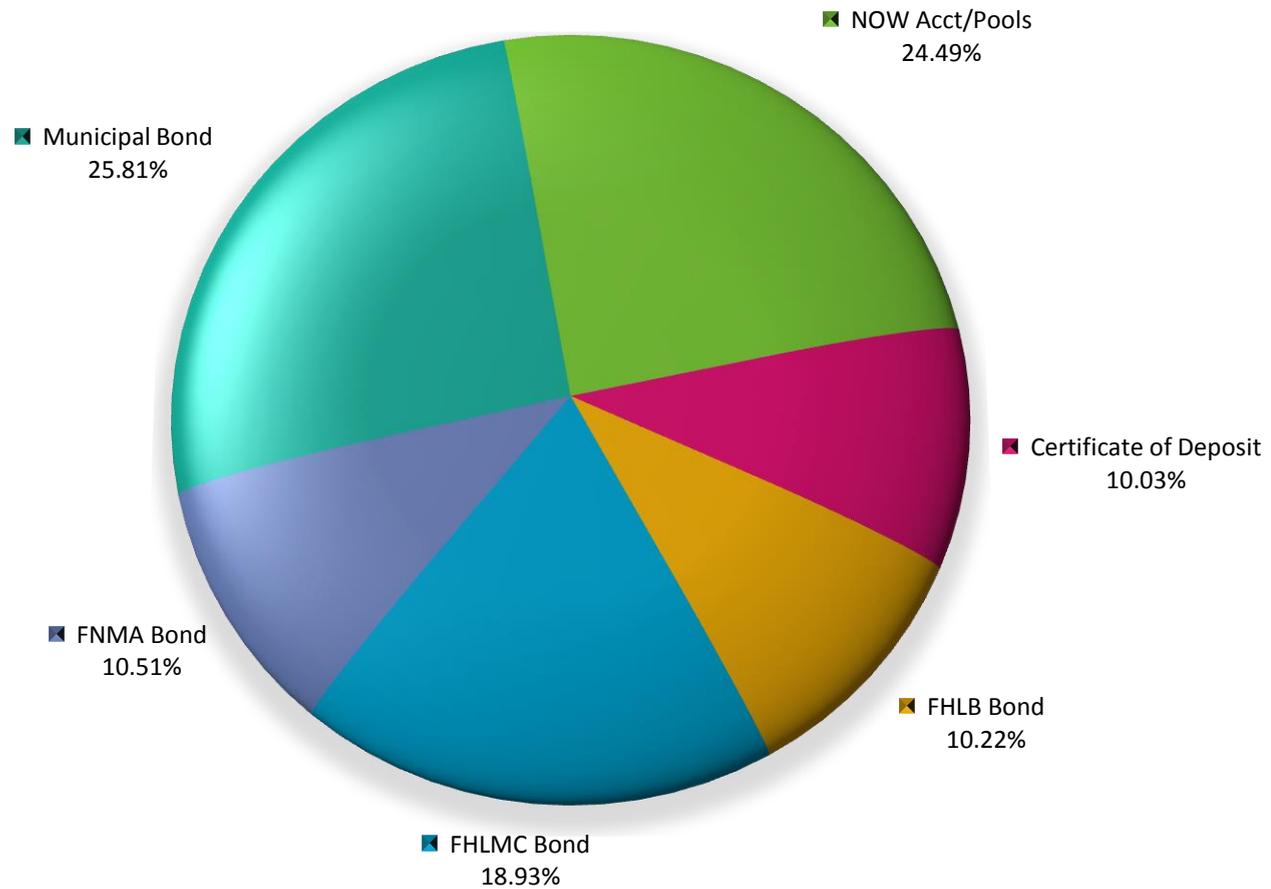
Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bonds	Aa2/AA-	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,342,082.87	107.49	1,343,637.50	28.46	0.57%	16,666.67
Municipal Bonds	Aa2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,518,715.95	101.06	2,526,600.00	28.46	0.65%	20,833.33
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,172,264.86	103.67	6,219,930.00	28.79	0.89%	35,566.67
Municipal Bonds	NA/AA+	4.00%	04/01/2016	02/26/2013		2,915,000.00	3,220,550.30	3,137,267.56	107.69	3,139,017.75	28.95	0.58%	29,150.00
Municipal Bonds	Aa2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,100,333.69	110.07	1,100,700.00	28.95	0.57%	10,555.56
Municipal Bonds	Aa2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,635,424.10	107.37	5,610,134.75	29.70	0.60%	34,833.33
Municipal Bonds	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	99.50	248,755.00	29.97	1.00%	208.33
Municipal Bonds	Aa2/AA-	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,965,816.85	110.08	4,953,735.00	30.43	0.80%	112,500.00
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,683,613.47	112.20	6,731,916.00	30.95	0.93%	149,416.67
Municipal Bonds	Aa1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	2,086,153.72	109.51	2,053,275.00	32.95	0.77%	40,546.88
Municipal Bonds	Aaa/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,088,009.73	108.77	1,087,710.00	33.51	0.56%	16,666.67
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	31,098,676.23	103.41	31,023,360.00	33.97	0.60%	210,000.00
Municipal Bonds	Aaa/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,266,384.29	112.34	1,269,408.10	33.97	0.56%	14,125.00
Municipal Bonds	A2/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	555,898.85	109.54	547,690.00	34.75	0.96%	4,166.67
Municipal Bonds	Aa3/AA	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	99.39	496,960.00	35.97	1.25%	1,041.67
Municipal Bonds	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	98.79	701,423.20	36.98	0.92%	833.74
Municipal Bonds	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	421,647.98	106.38	420,201.00	36.98	0.62%	1,514.17
Municipal Bonds	Aa2/AA+	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,751,911.02	109.34	1,760,390.10	37.44	0.91%	5,366.67
Municipal Bonds	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,340,851.39	108.73	2,321,364.15	37.44	0.82%	35,583.33
Municipal Bonds	Aaa/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,728,678.11	113.18	2,727,589.80	37.97	0.70%	45,522.22
Municipal Bonds	Aa1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,543,613.97	106.83	2,537,307.50	40.00	0.72%	23,750.00
Municipal Bonds	NA/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	659,450.44	111.18	655,932.50	40.46	0.72%	8,850.00
Municipal Bonds	Aa3/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,386,866.52	112.54	1,378,578.25	40.92	0.95%	10,208.33
Municipal Bonds	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	98.69	493,435.00	40.92	1.60%	666.67
Municipal Bonds	Aa2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,494,719.49	110.67	1,438,723.00	42.92	0.95%	25,439.56
Municipal Bonds	Aa1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	99.38	248,442.50	46.39	1.47%	920.00
Municipal Bonds	Aa2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,889,215.33	113.20	6,752,439.65	47.93	1.05%	78,887.12
Municipal Bonds	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	560,857.63	111.09	555,425.00	49.41	0.79%	2,555.56
Municipal Bonds	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,244.24	97.80	489,010.00	52.43	1.40%	457.08
Municipal Bonds	Aaa/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,941,657.97	115.19	2,908,522.25	-	0.90%	47,694.44
Municipal Bonds	Aa1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	98.96	247,397.50	-	1.92%	1,201.25
TOTAL						433,193,886.19	449,968,985.55	442,782,703.73		444,121,903.75	13.15	0.70%	3,121,691.38

(1) (2)

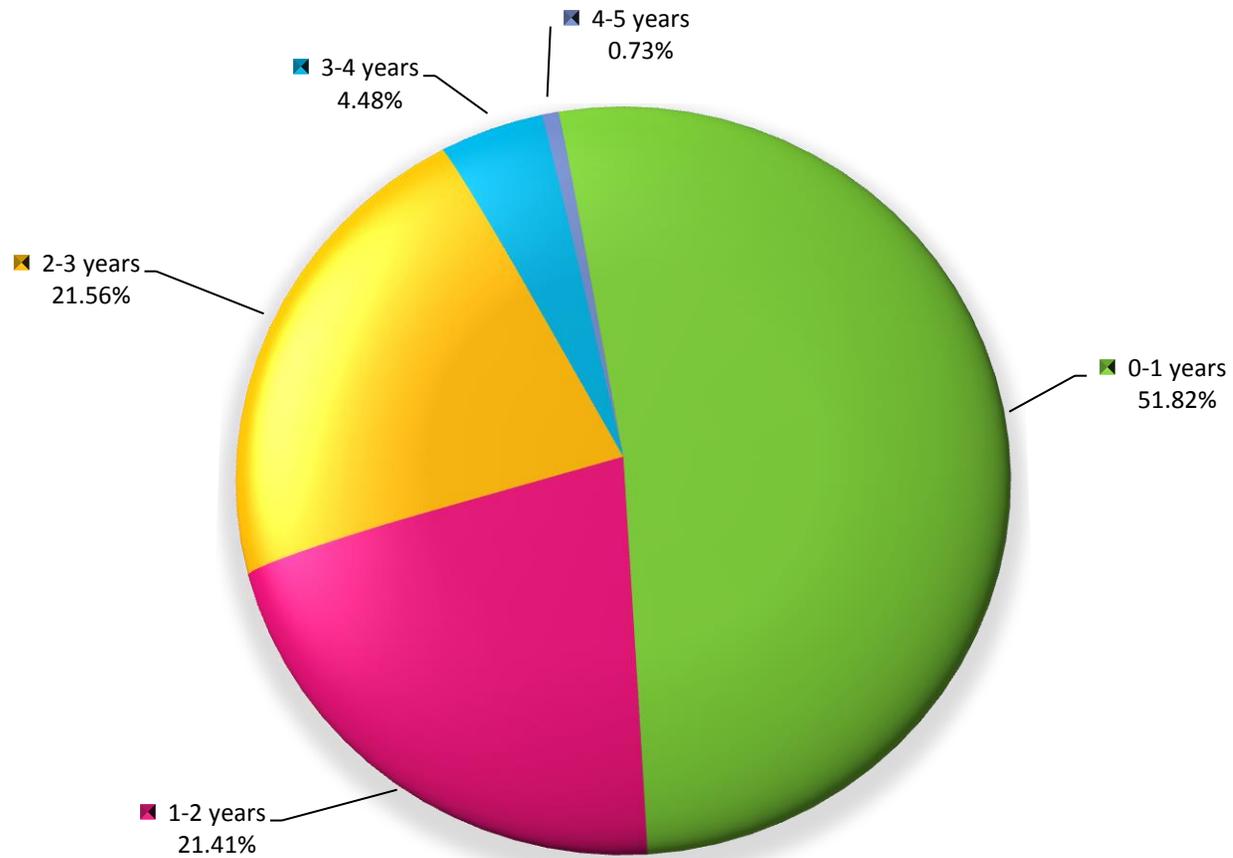
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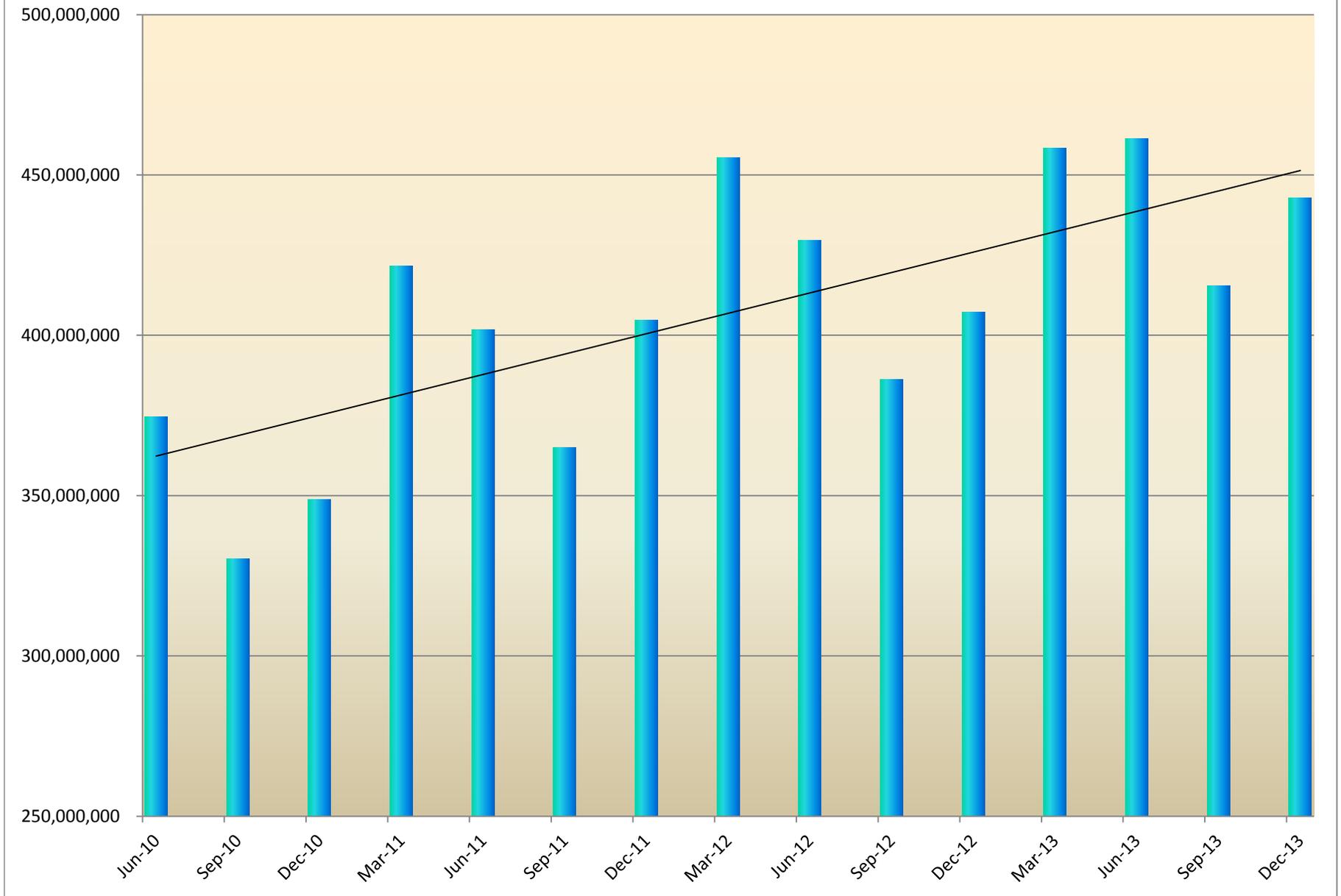
Portfolio Composition 12/31/13



Portfolio Maturities 12/31/13



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	September 30, 2013		Purchase/ Adjustment	Maturity/Call/ Adjustment	December 31, 2013	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bonds	0.21%	02/15/14	1,095,000.00	1,110,667.94	-	(10,445.29)	1,095,000.00	1,100,222.65
Municipal Bonds	0.38%	02/15/14	2,000,000.00	2,012,170.60	-	(8,113.73)	2,000,000.00	2,004,056.87
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,895,480.06	-	(26,122.84)	2,835,000.00	2,869,357.22
Municipal Bonds	0.26%	07/01/14	2,500,000.00	2,569,987.71	-	(23,499.52)	2,500,000.00	2,546,488.19
Municipal Bonds	0.30%	08/15/14	1,400,000.00	1,420,717.02	-	(5,974.82)	1,400,000.00	1,414,742.20
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,522,837.50	-	(6,586.36)	1,500,000.00	1,516,251.14
Municipal Bonds	0.17%	08/15/14	-	-	5,050,000.00	-	5,050,000.00	5,050,000.00
Municipal Bonds	0.74%	11/01/14	550,000.00	550,000.00	-	-	550,000.00	550,000.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,827,782.73	-	(16,758.80)	2,750,000.00	2,811,023.93
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,393,929.80	-	(12,027.69)	1,330,000.00	1,381,902.11
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,241,645.39	-	(13,479.30)	1,170,000.00	1,228,166.09
Municipal Bonds	0.35%	02/15/15	375,000.00	388,584.29	-	(2,484.61)	375,000.00	386,099.68
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,082,474.78	-	(37,033.16)	2,880,000.00	3,045,441.62
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,258,787.92	-	(1,563.81)	1,250,000.00	1,257,224.11
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,884,740.23	-	(2,346.20)	1,870,000.00	1,882,394.03
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,399,231.41	-	(14,653.75)	1,300,000.00	1,384,577.66
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,671,972.20	-	(10,362.19)	1,600,000.00	1,661,610.01
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,127,806.71	-	(22,720.21)	1,970,000.00	2,105,086.50
Municipal Bonds	0.56%	07/15/15	500,000.00	539,411.49	-	(5,552.62)	500,000.00	533,858.87
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,162,594.93	-	(22,907.71)	2,000,000.00	2,139,687.22
Municipal Bonds	0.70%	08/01/15	690,000.00	745,990.81	-	(7,688.29)	690,000.00	738,302.52
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,467,177.83	-	(5,000.53)	1,430,000.00	1,462,177.30
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,094,837.11	-	(6,703.24)	1,045,000.00	1,088,133.87
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,061,065.26	-	(8,213.46)	2,000,000.00	2,052,851.80
Municipal Bonds	1.04%	11/01/15	615,000.00	615,000.00	-	-	615,000.00	615,000.00
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,315,100.64	-	(14,831.52)	1,190,000.00	1,300,269.12
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,069,212.83	-	(8,039.87)	1,000,000.00	1,061,172.96
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,158,893.05	-	(5,374.14)	1,110,000.00	1,153,518.91
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,136,828.25	-	(17,972.13)	4,970,000.00	5,118,856.12
Municipal Bonds	0.55%	02/01/16	975,000.00	1,075,449.80	-	(10,821.29)	975,000.00	1,064,628.51
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,514,109.71	-	(12,094.58)	1,400,000.00	1,502,015.13
Municipal Bonds	0.52%	02/15/16	715,000.00	790,373.23	-	(7,988.87)	715,000.00	782,384.36
Municipal Bonds	0.18%	02/15/16	2,205,000.00	2,404,713.96	-	(21,167.84)	2,205,000.00	2,383,546.12
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,104,399.45	-	(11,065.38)	1,000,000.00	1,093,334.07
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,352,792.89	-	(10,710.02)	1,250,000.00	1,342,082.87
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,520,892.77	-	(2,176.82)	2,500,000.00	2,518,715.95
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,162,144.22	-	(24,876.66)	2,915,000.00	3,137,267.56
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,111,375.20	-	(11,041.51)	1,000,000.00	1,100,333.69
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,679,742.20	-	(44,318.10)	5,225,000.00	5,635,424.10
Municipal Bonds	1.00%	06/01/16	-	-	250,000.00	-	250,000.00	250,000.00
Municipal Bonds	0.80%	07/01/16	4,500,000.00	5,012,755.68	-	(46,938.83)	4,500,000.00	4,965,816.85
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,096,586.95	-	(8,577.22)	1,000,000.00	1,088,009.73
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,106,732.26	-	(20,578.54)	1,875,000.00	2,086,153.72
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,278,869.22	-	(12,484.93)	1,130,000.00	1,266,384.29
Municipal Bonds	0.96%	11/01/16	500,000.00	500,000.00	55,898.85	-	500,000.00	555,898.85
Municipal Bonds	1.25%	11/01/16	500,000.00	560,862.84	-	(60,862.84)	500,000.00	500,000.00
Municipal Bonds	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bonds	0.62%	11/15/16	395,000.00	423,982.85	-	(2,334.87)	395,000.00	421,647.98
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,764,158.50	-	(12,247.48)	1,610,000.00	1,751,911.02
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,357,640.69	-	(16,789.30)	2,135,000.00	2,340,851.39
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,754,350.95	-	(25,672.84)	2,410,000.00	2,728,678.11
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,557,033.07	-	(13,419.10)	2,375,000.00	2,543,613.97
Municipal Bonds	0.72%	03/01/17	590,000.00	664,977.64	-	(5,527.20)	590,000.00	659,450.44
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,399,102.93	-	(12,236.41)	1,225,000.00	1,386,866.52
Municipal Bonds	1.60%	06/01/17	-	-	500,000.00	-	500,000.00	500,000.00
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,508,260.08	-	(13,540.59)	1,300,000.00	1,494,719.49
Municipal Bonds	1.47%	08/15/17	-	-	250,000.00	-	250,000.00	250,000.00
Municipal Bonds	1.05%	10/01/17	5,965,000.00	6,951,279.43	-	(62,064.10)	5,965,000.00	6,889,215.33
Municipal Bonds	0.79%	11/15/17	500,000.00	564,814.45	-	(3,956.82)	500,000.00	560,857.63
Municipal Bonds	1.40%	12/01/17	-	-	494,244.24	-	500,000.00	494,244.24
Municipal Bonds	0.90%	02/15/18	2,525,000.00	2,967,094.29	-	(25,436.32)	2,525,000.00	2,941,657.97
Municipal Bonds	1.92%	08/15/18	-	-	250,000.00	-	250,000.00	250,000.00
TOTAL			\$ 404,481,901.34	\$ 415,386,452.77	\$ 30,683,702.32	\$ (3,287,451.36)	\$ 433,193,886.19	\$ 442,782,703.73

Market Value Comparison

Security Description	Yield	Maturity Date	September 30, 2013		Qtr to Qtr Change (1)	December 31, 2013	
			Par Value	Market Value		Par Value	Market Value
Municipal Bonds	0.38%	02/15/14	2,000,000.00	2,012,900.00	(8,660.00)	2,000,000.00	2,004,240.00
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,893,174.20	(25,033.05)	2,835,000.00	2,868,141.15
Municipal Bonds	0.26%	07/01/14	2,500,000.00	2,570,750.00	(23,575.00)	2,500,000.00	2,547,175.00
Municipal Bonds	0.30%	08/15/14	1,400,000.00	1,420,090.00	(5,894.00)	1,400,000.00	1,414,196.00
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,523,670.00	(6,225.00)	1,500,000.00	1,517,445.00
Municipal Bonds	0.17%	08/15/14	-	-	5,048,131.50	5,050,000.00	5,048,131.50
Municipal Bonds	0.74%	11/01/14	550,000.00	549,609.50	709.50	550,000.00	550,319.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,837,615.00	(17,297.50)	2,750,000.00	2,820,317.50
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,388,573.20	(9,044.00)	1,330,000.00	1,379,529.20
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,240,047.90	(11,313.90)	1,170,000.00	1,228,734.00
Municipal Bonds	0.35%	02/15/15	375,000.00	388,057.50	(1,533.75)	375,000.00	386,523.75
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,082,377.60	(30,297.60)	2,880,000.00	3,052,080.00
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,259,262.50	275.00	1,250,000.00	1,259,537.50
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,881,724.90	2,618.00	1,870,000.00	1,884,342.90
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,401,907.00	(13,182.00)	1,300,000.00	1,388,725.00
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,672,528.00	(8,400.00)	1,600,000.00	1,664,128.00
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,128,801.70	(19,306.00)	1,970,000.00	2,109,495.70
Municipal Bonds	0.56%	07/15/15	500,000.00	538,680.00	(4,915.00)	500,000.00	533,765.00
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,164,800.00	(19,500.00)	2,000,000.00	2,145,300.00
Municipal Bonds	0.70%	08/01/15	690,000.00	743,157.60	(7,438.20)	690,000.00	735,719.40
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,466,293.40	(4,318.60)	1,430,000.00	1,461,974.80
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,089,955.90	(365.75)	1,045,000.00	1,089,590.15
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,061,400.00	(3,280.00)	2,000,000.00	2,058,120.00
Municipal Bonds	1.04%	11/01/15	615,000.00	614,747.85	141.45	615,000.00	614,889.30
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,316,187.60	(11,792.90)	1,190,000.00	1,304,394.70
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,431,530.65	(858.75)	3,435,000.00	3,430,671.90
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,073,560.00	(4,100.00)	1,000,000.00	1,069,460.00
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,154,622.00	1,731.60	1,110,000.00	1,156,353.60
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,135,252.50	(4,025.70)	4,970,000.00	5,131,226.80
Municipal Bonds	0.55%	02/01/16	975,000.00	1,070,589.00	(4,836.00)	975,000.00	1,065,753.00
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,508,584.00	(7,700.00)	1,400,000.00	1,500,884.00
Municipal Bonds	0.52%	02/15/16	715,000.00	787,922.85	(5,741.45)	715,000.00	782,181.40
Municipal Bonds	0.18%	02/15/16	2,205,000.00	2,402,281.35	(5,556.60)	2,205,000.00	2,396,724.75
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,102,990.00	(8,290.00)	1,000,000.00	1,094,700.00
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,350,637.50	(7,000.00)	1,250,000.00	1,343,637.50
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,515,100.00	11,500.00	2,500,000.00	2,526,600.00
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,149,453.45	(10,435.70)	2,915,000.00	3,139,017.75
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,107,780.00	(7,080.00)	1,000,000.00	1,100,700.00
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,634,796.75	(24,662.00)	5,225,000.00	5,610,134.75
Municipal Bonds	1.00%	06/01/16	-	-	248,755.00	250,000.00	248,755.00
Municipal Bonds	0.80%	07/01/16	4,500,000.00	4,982,130.00	(28,395.00)	4,500,000.00	4,953,735.00
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,090,370.00	(2,660.00)	1,000,000.00	1,087,710.00
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,075,175.00	(21,900.00)	1,875,000.00	2,053,275.00
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,273,012.80	(3,604.70)	1,130,000.00	1,269,408.10
Municipal Bonds	1.25%	11/01/16	500,000.00	497,150.00	50,540.00	500,000.00	547,690.00
Municipal Bonds	0.96%	11/01/16	500,000.00	556,275.00	(59,315.00)	500,000.00	496,960.00
Municipal Bonds	0.92%	11/15/16	710,000.00	702,623.10	(1,199.90)	710,000.00	701,423.20
Municipal Bonds	0.62%	11/15/16	395,000.00	420,434.05	(233.05)	395,000.00	420,201.00
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,765,719.20	(5,329.10)	1,610,000.00	1,760,390.10
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,315,962.60	5,401.55	2,135,000.00	2,321,364.15
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,725,203.90	2,385.90	2,410,000.00	2,727,589.80
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,528,211.25	9,096.25	2,375,000.00	2,537,307.50
Municipal Bonds	0.72%	03/01/17	590,000.00	655,531.30	401.20	590,000.00	655,932.50
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,382,939.25	(4,361.00)	1,225,000.00	1,378,578.25
Municipal Bonds	1.60%	06/01/17	-	-	493,435.00	500,000.00	493,435.00
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,455,116.00	(16,393.00)	1,300,000.00	1,438,723.00
Municipal Bonds	1.47%	05/15/17	-	-	248,442.50	250,000.00	248,442.50
Municipal Bonds	1.05%	10/01/17	5,965,000.00	6,793,538.50	(41,098.85)	5,965,000.00	6,752,439.65
Municipal Bonds	0.79%	11/15/17	500,000.00	555,640.00	(215.00)	500,000.00	555,425.00
Municipal Bonds	1.40%	12/01/17	-	-	489,010.00	500,000.00	489,010.00
Municipal Bonds	0.90%	02/15/18	2,525,000.00	2,897,538.50	10,983.75	2,525,000.00	2,908,522.25
Municipal Bonds	1.92%	08/15/18	-	-	247,397.50	250,000.00	247,397.50
TOTAL			\$ 404,481,901.34	\$ 416,688,363.51	\$ 27,433,540.24	\$ 433,193,886.19	\$ 444,121,903.75

Book Value Allocation						
	September 30, 2013		December 31, 2013		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	13.93%	57,877,742.37	15.96%	70,660,648.02	2.02%	12,782,905.65
Debt Service Funds	0.37%	1,543,671.11	4.04%	17,884,972.58	3.67%	16,341,301.47
Capital Projects Funds	35.46%	147,280,199.27	32.18%	142,482,973.53	-3.28%	(4,797,225.73)
Enterprise Funds	17.92%	74,449,551.49	16.93%	74,955,319.31	-0.99%	505,767.81
Special Revenue Funds	14.92%	61,993,443.60	14.13%	62,578,967.12	-0.79%	585,523.51
Internal Service Funds	16.44%	68,286,353.98	15.84%	70,152,058.47	-0.60%	1,865,704.49
Fiduciary Funds	0.88%	3,665,351.31	0.91%	4,033,407.53	0.03%	368,056.22
115 Trust	0.07%	290,139.63	0.01%	34,357.17	-0.06%	(255,782.46)
Totals	100.00%	415,386,452.77	100.00%	442,782,703.73		27,396,250.96

Market Value Allocation						
	September 30, 2013		December 31, 2013		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	13.93%	58,059,143.70	15.96%	70,874,361.74	2.02%	12,815,218.04
Debt Service Funds	0.37%	1,548,509.31	4.04%	17,939,065.83	3.67%	16,390,556.52
Capital Projects Funds	35.46%	147,741,807.18	32.18%	142,913,914.49	-3.28%	(4,827,892.69)
Enterprise Funds	17.92%	74,682,892.44	16.93%	75,182,022.30	-0.99%	499,129.86
Special Revenue Funds	14.92%	62,187,744.43	14.13%	62,768,237.73	-0.79%	580,493.30
Internal Service Funds	16.44%	68,500,378.14	15.84%	70,364,233.96	-0.60%	1,863,855.82
Fiduciary Funds	0.88%	3,676,839.31	0.91%	4,045,606.60	0.03%	368,767.29
115 Trust	0.07%	291,048.99	0.01%	34,461.09	-0.06%	(256,587.91)
Totals	100.00%	416,688,363.51	100.00%	444,121,903.75		27,433,540.24

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/24/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (974-769-4109)				
CAPTION				
<p>An Ordinance of the City Council of the City of Plano, Texas, amending Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas by amending Section 21-26 of Article II, Water, Division 1.5, Cross Connection Control Program; providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Amending City Ordinances governing drinking water quality under the Texas Health & Safety Code and the regulations of the Texas Commission on Environmental Quality (TCEQ) for backflow contamination prevention relate to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Two sections of the City's backflow prevention assembly requirements are being revised. The first section is being changed to require a reduced pressure zone backflow device (RP) for any fire protection systems utilizing chemicals or additives. This change is to bring this section into conformance with Texas Commission on Environmental Quality requirements. The second modified section is for commercial and residential fire sprinklers systems without chemicals or additives. Presently, any addition of a sprinkler head requires the installation of a double check backflow assembly (DC) if one is not present. The new requirement allows additions of less than 50 sprinkler heads or 10,000 square feet of renovated area before a DC assembly is required. This reduces the financial impact on building owners when minor building modifications are made.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance				

An Ordinance of the City Council of the City of Plano, Texas, amending Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas by amending Section 21-26 of Article II, Water, Division 1.5, Cross Connection Control Program; providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause, and an effective date.

WHEREAS, pursuant to Chapter 341 of the Texas Health & Safety Code, the Texas Commission on Environmental Quality (TCEQ) has developed rules and regulations which govern drinking water quality and reporting requirements for public water systems; and

WHEREAS, TCEQ's rules and regulations require the protection of the public water system from contaminants caused by backflow of contaminants through water service connections; and

WHEREAS, the City Council finds that the most effective way of protecting the public water system from contaminants caused by backflow is to establish a cross connection control program of uniform regulations governing the installation, testing, maintenance, and inspection of backflow prevention assemblies that will apply to all properties and the registration of backflow prevention assembly testers; and

WHEREAS, the City Council hereby finds and determines that such cross connection control and backflow prevention regulations are necessary and will protect the health, safety, and welfare of the citizens of the City of Plano; and

WHEREAS, requirements for cross connection control and backflow prevention for existing fire sprinkler systems as outlined in Section 21-26 of Chapter 21, Utilities, Article II, Water, Division 1.5, Cross Connection Control Program need to be revised so that the City may operate its cross connection control program more efficiently and effectively; and

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

Section I. Section 21-26 of Ordinance No. 2011-12-2 duly passed and approved by the City Council of the City of Plano on December 12, 2011, codified as Division 1.5, Article II, Chapter 21, of the Code of Ordinances of the City of Plano, Texas, is hereby repealed and replaced as follows:

Sec. 21-26. Type of backflow prevention assembly required.

(a) The type of backflow prevention assembly required shall be commensurate with the type of hazard that exists on the customer's premises. The minimum types of backflow prevention assemblies required to protect the

City's potable water supply are set forth in Table 1 below. However, the water user may choose a higher level of protection than required by the City. All backflow prevention assemblies shall be from an approved list from the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

TABLE 1

<u>Type of Hazard</u>	<u>Minimum Type of Backflow Prevention Assembly</u>
Fire protection systems utilizing chemicals or additives	RP – UL or FM & USC Approved Assemblies Only
Commercial and Residential Fire Sprinklers systems without chemicals or additives (All new installations or remodeling of existing systems, after March 1, 2014, with a cumulative total of 50 or more head changes (additions and/or relocates) or cumulative remodeling of 10,000 or more square feet of floor space in a building during the life of the sprinkler system)	DC – UL or FM & USC Approved Assemblies Only
Commercial and residential landscape irrigation systems utilizing chemical additives or hose connections and/or quick couplers	RP or AG Only
Stationary Construction Fire Hydrant Meters	RP or AG immediately adjacent to meter <u>and</u> one-way check valve on discharge lines on trucks
Temporary Construction Fire Hydrant Meters	RP or AG in fill line on the water hauling equipment <u>and</u> one-way check valve on discharge lines on trucks
Premises where any customer purchasing water for the purpose of resale or distribution	RP or AG at each service connection
Premises owned by any state, federal, or foreign government or agency	RP or AG at each service connection
Premises where there is a history of cross-connections being established or re-established	RP or AG
Animal Watering Sites	AG or RP or PVB or SVB. PVB or SVB not approved where back pressure situations exist.

Non-Health Hazard	DC, PVB, SVB or RP at point of connection to hazard <u>or</u> at service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Health Hazard	AG, PVB, SVB or RP at point of connection to hazard and/or at service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Carbonated Drink Machines	RP – Assembly and all downstream piping shall be non-corrosive when in contact with CO2 gas.

Situations which are not covered in Table I shall be evaluated on a case by case basis, and the required backflow prevention assembly shall be determined by the Superintendent.

(b) Containment and/or secondary protection may be required on certain health hazard installations in accordance with the following Table 2, in addition to any other protection, identified herein, which is required to isolate equipment within a facility. The Superintendent or Building Official may require backflow prevention assembly to be installed on other facilities with a similar degree of hazard in accordance with the Plumbing Code of the City of Plano, as amended, or other applicable law. These backflow prevention assemblies shall be installed in the main service line on the building side of the meter or the principle branch serving a single tenant space. The location of the backflow prevention assembly shall be approved by the Superintendent or Building Official in accordance with the provisions contained in Section 21-28.

(c) The Building Official, Fire Chief and the Director of Public Works may approve a variance to these requirements for backflow on fire sprinkler systems.

TABLE 2
HEALTH HAZARD INSTALLATIONS

TYPE OF
BACKFLOW
PREVENTION
ASSEMBLY
REQUIRED

Breweries _____	RP
Carwash _____	RP
Dairies _____	RP
Multi-story building 3 floors or more _____	RP
Animal hospital _____	RP
Auxiliary Water Supply _____	RP
Building containing a Reclaimed Water System _____	RP
Chillers _____	RP
Commercial laundry _____	RP
Cooling Towers _____	RP
Dental office _____	RP
Doctor's office _____	RP
Food and Beverage processing plants _____	RP
Funeral home and mortuary _____	RP
Green house or nursery (with toxic chemicals) _____	RP
Hospitals (parallel system required) _____	RP
Laboratories (including medical, dental & research labs, and labs at educational facilities) _____	RP
Manufacturing plant _____	RP
Meat processing plant _____	RP
Metal manufacturing, cleaning, processing and fabrication plants _____	RP
Micro chip fabrication facilities _____	RP
Petroleum processing or storage facilities _____	RP
Photo and film processing _____	RP
Plants using radioactive materials _____	RP

Plating or chemical plants _____	RP
Premises where inspection is restricted or exempted _____	RP
Private/Individual Unmonitored Wells _____	RP
Rainwater Harvesting Systems _____	RP
Rendering plant _____	RP
Sewage lift stations _____	RP
Sewage treatment plants _____	RP
Steam plants _____	RP
Space Heating Boilers _____	RP

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under 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 at the time of passage of this ordinance.

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

Section VI. This Ordinance shall become effective immediately upon its passage and publication as provided by law.

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/24/14		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
<p>An Ordinance of the City of Plano, Texas amending Ordinance No. 2013-10-15, by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, 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.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Amending sign Ordinance relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
To amend the regulations for political sign placement at polling places on public property for elections.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas amending Ordinance No. 2013-10-15, by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, 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.

WHEREAS, the City Council adopted Ordinance No. 2013-10-15 on October 14, 2013 amending Section 6-487, Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, and adding Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances of the City of Plano, to provide sign regulations on public property; and

WHEREAS, staff recommends amending Ordinance No. 2013-10-15 by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; and

WHEREAS, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens to amend Ordinance No. 2013-10-15 by repealing Article XII, Electioneering at Polling Locations, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano and amending Section 6-487 Prohibited signs, and Section 6-491, Political signs/noncommercial purpose signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano.

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

Section I. Section 6-487(7) of the Code of Ordinances of the City of Plano is amended to read as follows:

“Sec. 6-487. Prohibited signs.

- (7) Signs located on public property including, but not limited to, signs attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property.”

Section II. Section 6-491 of the Code of Ordinances of the City of Plano is amended to read in its entirety as follows:

“Sec. 6-491. Political signs/noncommercial purpose signs.

- (1) Political and noncommercial purpose signs thirty-six (36) square feet or less are allowed on private property with the consent of the property owner.
- (2) Political and noncommercial signs are prohibited on public property except as follows:

- (a) Political signs thirty-six (36) square feet or less may be placed on the premises of City owned or controlled buildings being used as polling places except where otherwise prohibited by state law or this ordinance. Political signs erected pursuant to this subsection may be placed at a polling place no earlier than one (1) day prior to the initial day of early voting and must be removed within three (3) days following the Election Day for each primary, general and special election.
- (b) Political and noncommercial purpose signs are prohibited in the rights-of-way at all times.
- (c) City personnel may remove and dispose of any sign placed on public property or within the rights-of-way in violation of this Ordinance.”

Section III. Section III of Ordinance No. 2013-10-15, Article XII, Electioneering at Polling Locations, of Chapter 14 Offenses – Miscellaneous, of the Code of Ordinances of the City of Plano, is hereby repealed in its entirety.

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

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

Section VI. 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 at the time of passage of this ordinance.

Section VII. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

DULY PASSED AND APPROVED this the 24th day of February, 2014.

Harry LaRosilliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DATE: February 4, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 3, 2014

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2013-34
APPLICANT: ONALP, L.P.**

Request to rezone 16.8± acres located at the southeast corner of Plano Parkway and Executive Drive **from** Corridor Commercial **to** Planned Development-Corridor Commercial. Zoned Corridor Commercial. Tabled December 16, 2013 and January 21, 2014.

APPROVED: 5-1 **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

The Commissioner voting in opposition did not state a reason for their opposition.

STIPULATIONS:

Approved as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Corridor Commercial (CC) zoning district unless otherwise specified within this planned development.

Multifamily Residential Development Standards

1. Multifamily residential is an additional permitted use.
2. Maximum Floor to Area Ratio: 1.75:1
3. Minimum Rear Yard: None, except as required by building or fire codes
4. Required Parking:
 - a. One Bedroom or Less: One space per unit

- b. Two Bedrooms: 1.5 spaces per unit
 - c. Three Bedrooms or More: Two spaces per unit
5. Maximum Density: 100 dwelling units per acre
 6. Minimum Density: 35 dwelling units per acre
 7. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).
 8. Minimum Floor Area Per Dwelling Unit: None

Multifamily Residential Design Standards

1. Streetscape

Street trees shall be provided at a rate of one tree per 50 linear feet of street.

2. Building Design

- a. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into setbacks provided accessible pathways are maintained.
- b. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line, with the following exceptions:
 - i. Buildings fronting Plano Parkway have a minimum front yard setback of 30 feet and must be constructed so that a minimum of 60% of the facade falls within 40 feet of the right-of-way line.
 - ii. Where easements are present, a minimum of 60% of each facade must be built within 15 feet of the easement line.

3. Landscaping and Open Space

- a. Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on site will be preserved.
- b. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Subsection 4.704 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Executive Drive and Crawford Road.

- ii. Landscape edge width may be reduced to 20 feet along State Highway 190 and Plano Parkway.
 - iii. If easement areas fall within the landscape edge, no shade trees will be required, only grass, shrubs and ornamentals.
- 4. Fencing: Fencing not more than six feet in height is allowed between buildings, must be 50% open, and may not be placed between the front building façade and the street right-of-way. Fencing along the east property line (DART right-of-way) may be up to eight feet in height and may be of solid construction.
- 5. Masonry: No minimum masonry requirements.
- 6. Signage: Except as stated below, signage shall be provided per Section 3.1600 (Sign Regulations), and Section 4.700 (190 Tollway/Plano Parkway Overlay District):
 - a. One monument sign or projecting sign is allowed along each frontage.
 - b. Monument signs will be limited to a maximum height of 10 feet and a maximum size of 100 square feet.

FOR CITY COUNCIL MEETING OF: February 24, 2014 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/av

xc: Richard Singer, ONALP, L.P.
Adam Brown, Trinsic Acquisition Company, LLC

<http://goo.gl/maps/cSXnO>

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 3, 2014

Agenda Item No. 6A

Public Hearing: Zoning Case 2013-34

Applicant: Onalp, L.P.

DESCRIPTION:

Request to rezone 16.8± acres located at the southeast corner of Plano Parkway and Executive Drive **from** Corridor Commercial **to** Planned Development-Corridor Commercial. Zoned Corridor Commercial. Tabled December 16, 2013 and January 21, 2014.

REMARKS:

This item was tabled at the January 21, 2014 Planning & Zoning Commission meeting. It must be removed from the table.

The purpose of this request is to rezone 16.8± acres located at the southeast corner of Plano Parkway and Executive Drive from Corridor Commercial (CC) to Planned Development-Corridor Commercial (PD-CC). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

The requested zoning is PD-CC to allow for multifamily residential use with modified building setbacks. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

A concept plan, Aura Plano Addition, accompanies this request as Agenda Item No. 6B.

Surrounding Land Use and Zoning

The area of the request is currently undeveloped. To the north, across Plano Parkway, the land is developed as general and medical offices and is zoned CC. The property to the west is zoned CC and is developed as a retail superstore. To the south, State Highway 190 has elevated main lanes and there are at-grade frontage roads between which is public parking for DART's Bush Turnpike Station. The Bush Turnpike Station is

located in a multi-use development, including general offices, a hotel, retail, restaurants, medical office, multifamily residences and a 3.5 acre park with trails, currently under construction within the city of Richardson. To the east, across the DART railroad tracks, the property is zoned Light Commercial (LC) and is developed as service contractor and major automotive repair uses.

Proposed Planned Development Stipulations

The requested zoning is PD-CC. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to retain CC as the base zoning district with the additional use of multifamily. The request proposes multifamily standards which would enable the construction of multifamily units.

Design Standards - The language in the proposed PD district would allow this site to be developed as multifamily residential in an urban form or solely as nonresidential uses built to comply with the existing CC zoning district's area, yard, and bulk requirements.

Restrictions:

The permitted uses and standards shall be in accordance with the CC zoning district unless otherwise specified within this PD.

Multifamily Residential Development Standards

1. Multifamily residential is an additional permitted use.
2. Maximum Floor to Area Ratio: 1.75:1
3. Minimum Rear Yard: None, except as required by building or fire codes
4. Required Parking:
 - a. One Bedroom or Less: One space per unit
 - b. Two Bedrooms: 1.5 spaces per unit
 - c. Three Bedrooms or More: Two spaces per unit
5. Maximum Density: 100 dwelling units per acre
6. Minimum Density: 35 dwelling units per acre
7. Multifamily development shall be exempt from the supplementary regulations of Subsection 3.104 (Multifamily Residence).
8. Minimum Floor Area Per Dwelling Unit: None

Multifamily Residential Design Standards

1. Streetscape

Street trees shall be provided at a rate of one tree per 50 linear feet of street.

2. Building Design

- a. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into setbacks provided accessible pathways are maintained.
- b. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line, with the following exceptions:
 - i. Buildings fronting Plano Parkway have a minimum front yard setback of 30 feet and must be constructed so that a minimum of 60% of the facade falls within 40 feet of the right-of-way line.
 - ii. Where easements are present, a minimum of 60% of each facade must be built within 15 feet of the easement line.

3. Landscaping and Open Space

- a. Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on site shall be preserved.
- b. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Subsection 4.704 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Executive Drive and Crawford Road.
 - ii. Landscape edge width may be reduced to 20 feet along State Highway 190 and Plano Parkway.
 - iii. If easement areas fall within the landscape edge, no shade trees will be required, only grass, shrubs and ornamentals.

4. Fencing: Fencing not more than six feet in height is allowed between buildings, must be 50% open, and may not be placed between the front building façade and the street right-of-way. Fencing along the east property line (DART right-of-way) may be up to eight feet in height and may be of solid construction.

5. Masonry: No minimum masonry requirements.

6. Signage: Except as stated below, signage shall be provided per Section 3.1600 (Sign Regulations), and Section 4.700 (190 Tollway/Plano Parkway Overlay District):
 - a. One monument sign or projecting sign is allowed along each frontage.
 - b. Monument signs will be limited to a maximum height of 10 feet and a maximum size of 100 square feet.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Freeway Commercial (FC). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April 2012, provided that residential uses are set back a minimum of 1,200 feet from the centerline of State Highway 190, or are a part of an urban center development. This request is not in conformance with the 1,200-foot residential setback from expressways. The proposed PD retains flexibility for the applicant to develop nonresidential uses.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property is developed for residential use.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

School Capacity - The proposed development is located in the Plano Independent School District (PISD). This area is served by Mendenhall Elementary, Douglas Otto Middle School, Williams High School and Plano East Senior High. At this time and based upon current boundaries, PISD has determined that this request, coupled with future multifamily development proposed within the city of Richardson, may cause capacity issues at Mendenhall.

Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Access to and Availability of Amenities and Services - The subject property is not within a Park Fee service area. There are no existing neighborhood parks or linear parks to serve this area and the Park Master Plan does not identify any proposed parks to be located within this area of the city. Private open space will serve the residents of this area.

The subject property is located within the Harrington Library's service area, and service to future residents would be possible with the current library resources.

ISSUES:

Economic Development Element and Land Use Element

The Economic Development Element and the Land Use Element policies of the Comprehensive Plan discourage rezoning properties for residential uses in prime economic development areas of the city. The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts, and to take advantage of future nonresidential development opportunities which would increase the tax base and provide employment opportunities for Plano residents.

This property is uniquely situated in close proximity to the DART transit station, and has limited visibility and access from State Highway 190. The limited visibility of the site, existing easements and irregular shape provide development challenges, despite its location within the State Highway 190 corridor.

Housing Element

The Housing Element of the Comprehensive Plan specifically discusses alternative neighborhood formats, since the amount of land available for future residential development is limited. Much of it lies outside of typical neighborhood settings and is separated by major thoroughfares, natural features such as floodplains, and nonresidential development from existing neighborhoods. Some land zoned for nonresidential uses is not in a prime location for development and lack the access and visibility required for commercial uses. The element specifically states that "a reasonable alternative use for these properties may include some form of medium- to high-density housing in an area that is not sized and configured like a typical neighborhood project." The alternative neighborhood format concept is appropriate for this site.

Multifamily Residential Density

In April 2012, the City Council adopted interim amendments to the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. The following recommendation is notably applicable to this zoning request:

- New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

The applicant is proposing a minimum residential density of 35 units per acre. Although this request is not in conformance with this recommendation, the site is hindered by existing easements and its irregular shape. The applicant is proposing a layout, as shown in the concept plan, which attempts to capture a large amount of the property for multifamily uses, while also proposing a two-story parking structure and retaining a majority of existing tree cover.

SUMMARY:

The applicant is requesting to rezone 16.8± acres located at the southeast corner of Plano Parkway and Executive Drive from CC to PD-CC. The request is not in conformance with the Future Land Use Plan designation Freeway Commercial, and recently adopted interim amendments to the Land Use Element of the Comprehensive Plan as it relates to the minimum 40 dwelling units per acre for multifamily residential uses and minimum 1,200 foot setback for residential uses as measured from the centerline of State Highway 190. However, staff believes this is an appropriate location for multifamily residential as an alternative neighborhood format as recommended by the Housing Element since the subject property is uniquely situated with direct access to a DART transit station and has some development challenges due to the irregular shape, existing easements, and visibility of the site. Finally, the property is surrounded by streets and the DART right-of-way which would serve to buffer this moderately dense multifamily residential use from adjacent nonresidential uses. Therefore, staff recommends approval of the zoning case.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Corridor Commercial (CC) zoning district unless otherwise specified within this planned development.

Multifamily Residential Development Standards

1. Multifamily residential is an additional permitted use.
2. Maximum Floor to Area Ratio: 1.75:1
3. Minimum Rear Yard: None, except as required by building or fire codes
4. Required Parking:
 - a. One Bedroom or Less: One space per unit
 - b. Two Bedrooms: 1.5 spaces per unit
 - c. Three Bedrooms or More: Two spaces per unit

5. Maximum Density: 100 dwelling units per acre
6. Minimum Density: 35 dwelling units per acre
7. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).
8. Minimum Floor Area Per Dwelling Unit: None

Multifamily Residential Design Standards

1. Streetscape

Street trees shall be provided at a rate of one tree per 50 linear feet of street.

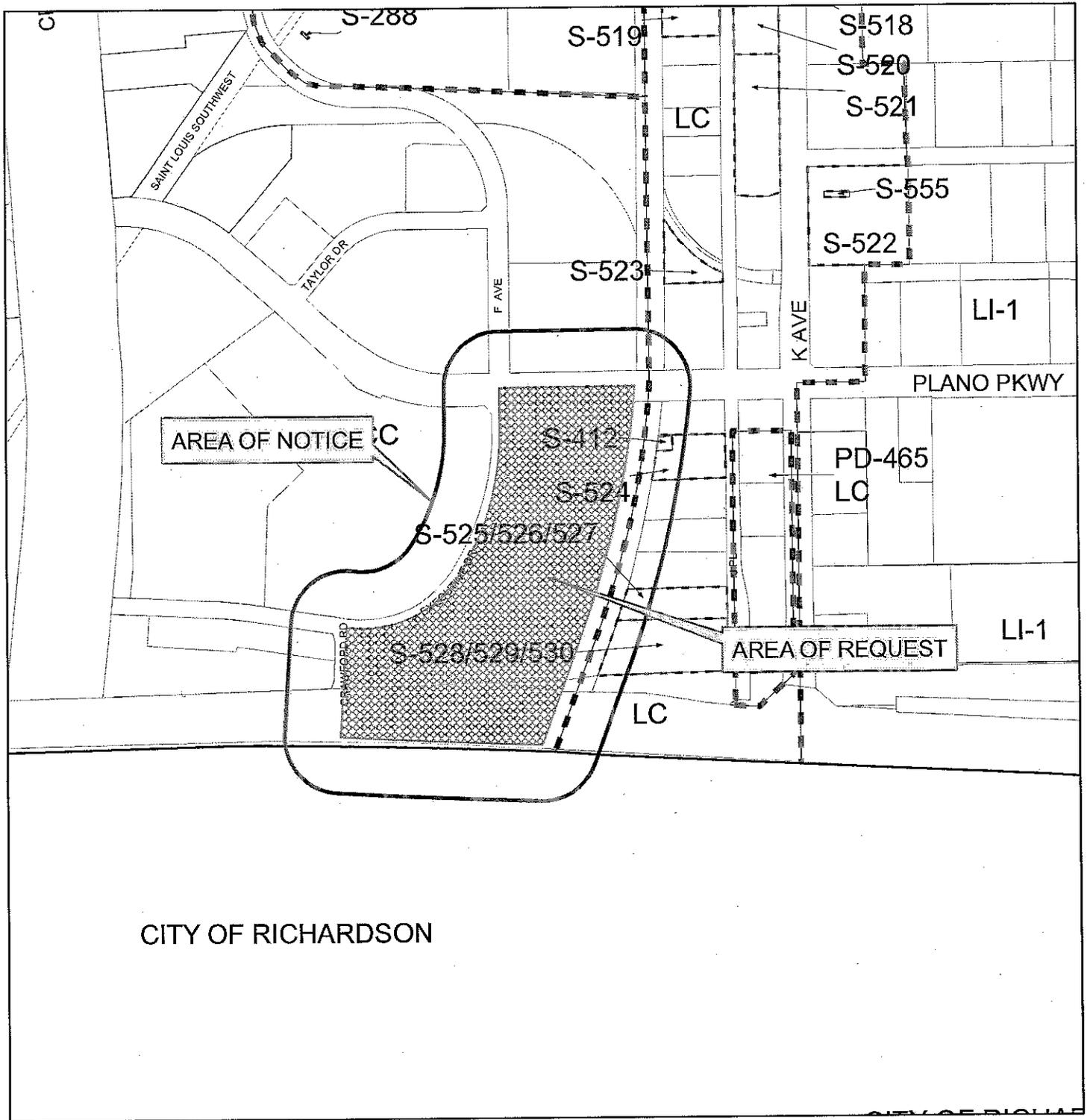
2. Building Design

- a. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into setbacks provided accessible pathways are maintained.
- b. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line, with the following exceptions:
 - i. Buildings fronting Plano Parkway have a minimum front yard setback of 30 feet and must be constructed so that a minimum of 60% of the facade falls within 40 feet of the right-of-way line.
 - ii. Where easements are present, a minimum of 60% of each facade must be built within 15 feet of the easement line.

3. Landscaping and Open Space

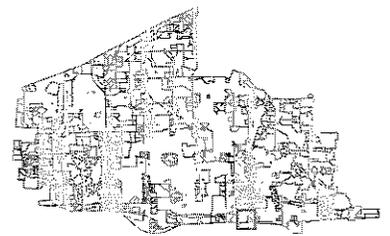
- a. Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on site will be preserved.
- b. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Subsection 4.704 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Executive Drive and Crawford Road.
 - ii. Landscape edge width may be reduced to 20 feet along State Highway 190 and Plano Parkway.
 - iii. If easement areas falls within the landscape edge, no shade trees will be required, only grass, shrubs and ornamentals.

4. Fencing: Fencing not more than six feet in height is allowed between buildings, must be 50% open, and may not be placed between the front building façade and the street right-of-way. Fencing along the east property line (DART right-of-way) may be up to eight feet in height and may be of solid construction.
5. Masonry: No minimum masonry requirements.
6. Signage: Except as stated below, signage shall be provided per Section 3.1600 (Sign Regulations) except as follows:
 - a. One monument sign or projecting sign is allowed along each frontage.
 - b. Monument signs will be limited to a maximum height of 10 feet and a maximum size of 100 square feet.



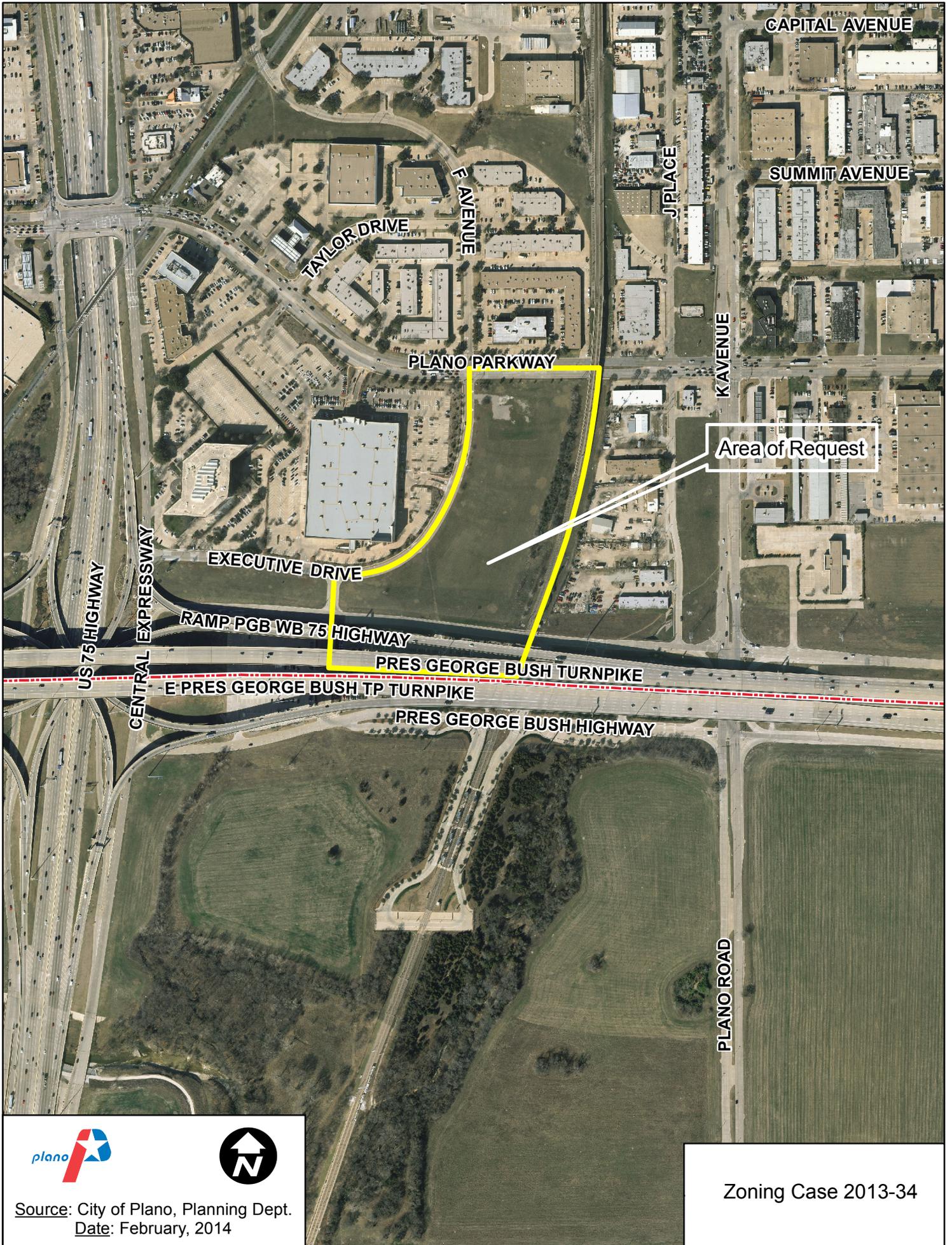
Zoning Case #: 2013-34

Existing Zoning: CORRIDOR COMMERCIAL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



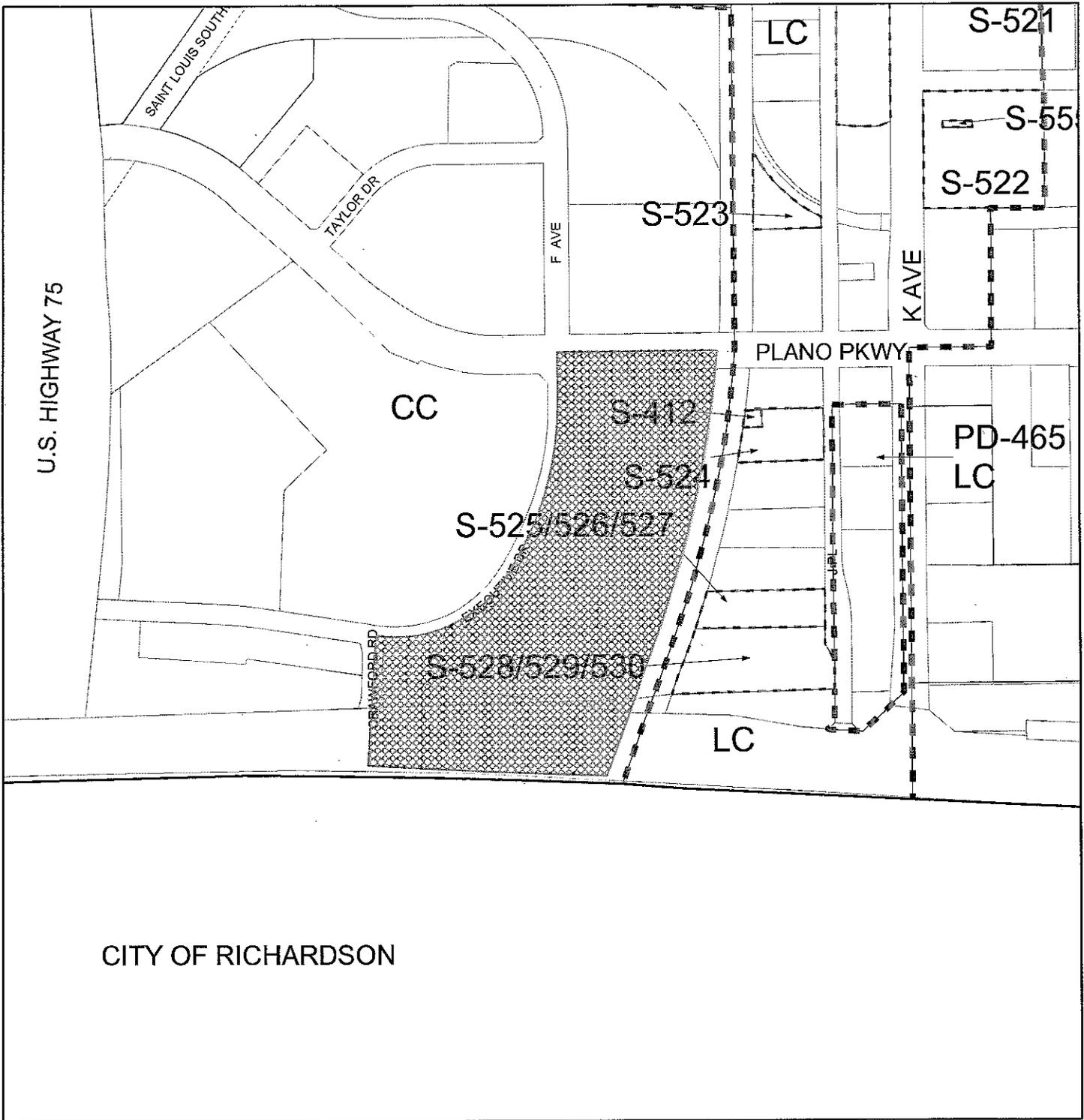


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Source: City of Plano, Planning Dept.
Date: February, 2014

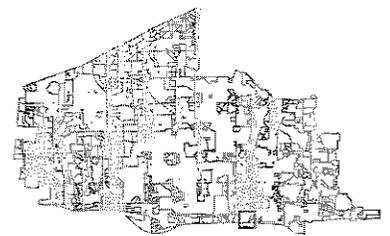
Zoning Case 2013-34



Item Submitted: CONCEPT PLAN

Title: AURA PLANO ADDITION
BLOCK A, LOT 1

Zoning: CORRIDOR COMMERCIAL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



Zoning Case 2013-34

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 16.8± acres of land out of the Samuel Klepper Survey, Abstract No. 216, and the James G. Vance Survey, Abstract No. 938, located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial; 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, to be held on the 24th day of February, 2014, for the purpose of considering rezoning 16.8± acres of land out of the Samuel Klepper Survey, Abstract No. 216, and the James G. Vance Survey, Abstract No. 938, located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial; 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 24th day of February, 2014; 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 16.8± acres of land out of the Samuel Klepper Survey, Abstract No. 216, and the James G. Vance Survey, Abstract No. 938, located at the southeast corner of Plano Parkway and Executive Drive, in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-491-Corridor Commercial, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Corridor Commercial (CC) zoning district unless otherwise specified within this planned development.

Multifamily Residential Development Standards

1. Multifamily residential is an additional permitted use.
2. Maximum Floor to Area Ratio: 1.75:1
3. Minimum Rear Yard: None, except as required by building or fire codes
4. Required Parking:
 - a. One Bedroom or Less: One space per unit
 - b. Two Bedrooms: 1.5 spaces per unit
 - c. Three Bedrooms or More: Two spaces per unit
5. Maximum Density: 100 dwelling units per acre
6. Minimum Density: 35 dwelling units per acre
7. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).
8. Minimum Floor Area Per Dwelling Unit: None

Multifamily Residential Design Standards

1. Streetscape

Street trees shall be provided at a rate of one tree per 50 linear feet of street.

2. Building Design

- a. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into setbacks provided accessible pathways are maintained.
- b. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line, with the following exceptions:

- i. Buildings fronting Plano Parkway have a minimum front yard setback of 30 feet and must be constructed so that a minimum of 60% of the facade falls within 40 feet of the right-of-way line.
- ii. Where easements are present, a minimum of 60% of each facade must be built within 15 feet of the easement line.

3. Landscaping and Open Space

- a. Minimum contiguous open space of at least 25,000 square feet will be provided along the eastern property line, in which at least 50% of the caliper inches of trees on site will be preserved.
 - b. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Subsection 4.704 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Executive Drive and Crawford Road.
 - ii. Landscape edge width may be reduced to 20 feet along State Highway 190 and Plano Parkway.
 - iii. If easement areas fall within the landscape edge, no shade trees will be required, only grass, shrubs and ornamentals.
4. Fencing: Fencing not more than six feet in height is allowed between buildings, must be 50% open, and may not be placed between the front building façade and the street right-of-way. Fencing along the east property line (DART right-of-way) may be up to eight feet in height and may be of solid construction.
5. Masonry: No minimum masonry requirements.
6. Signage: Except as stated below, signage shall be provided per Section 3.1600 (Sign Regulations), and Section 4.700 (190 Tollway/Plano Parkway Overlay District):
- a. One monument sign or projecting sign is allowed along each frontage.
 - b. Monument signs will be limited to a maximum height of 10 feet and a maximum size of 100 square feet .

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any 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.

PASSED AND APPROVED THIS THE 24TH DAY OF FEBRUARY, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2013-34

BEING a tract of land situated in the Samuel Klepper Survey, Abstract No. 216 and the James G. Vance Survey, Abstract No. 938, in the City of Plano, Collin County, Texas, being part of a 13.496 acre tract, as described in Volume 4800, Page 828, in the Deed Records of Collin County, Texas, and to the centerline of the adjoining roads, Plano Parkway (a 100 foot wide right-of-way), State Highway 190, George Bush Turnpike (a variable width right-of-way), Crawford Road (a 60-foot wide street and utility easement), and Executive Drive (a 60-foot wide right-of-way), and being more particularly described as follows:

BEGINNING at a point in the intersection of the approximate centerlines of said Plano Parkway and said Executive Drive;

THENCE North, $89^{\circ} 31' 42''$ East, along the approximate centerline of said Plano Parkway, a distance of 486.02 feet to a point in the intersection of said Plano Parkway and the extension of the west line of Dallas Area Rapid Transit Right-of-Way (a 100-foot wide right-of-way), being a point for corner at the beginning of a curve to the right whose chord bears South, $12^{\circ} 31' 21''$ West, 877.15 feet;

THENCE along the west line of said Dallas Area Rapid Transit Right-of-Way in a southerly direction along said curve to the right having a central angle of $15^{\circ} 17' 23''$, a radius of 3,296.78 feet, and an arc length of 879.76 feet to a point for corner;

THENCE South, $20^{\circ} 10' 02''$ West, continuing with the west line of said Dallas Area Rapid Transit Right-of-Way, a distance of 438.19 feet to a point for corner in the approximate centerline of said State Highway 190 at the beginning of a curve to the left whose chord bears North, $87^{\circ} 24' 37''$ West, 718.27 feet;

THENCE in a westerly direction with the approximate centerline of said State Highway 190 and along said curve to the left having a central angle of $01^{\circ} 21' 51''$, a radius of 30,170.52 feet, and an arc length of 718.28 feet to a point for corner at the intersection of the approximate centerline of said State Highway 190 and the projected centerline of said Crawford Road;

THENCE North, $03^{\circ} 32' 48''$ East, with the approximate projected centerline of said Crawford Road, a distance of 389.21 feet to a point for corner and the intersection of the extended centerline of said Crawford Road and said Executive Drive;

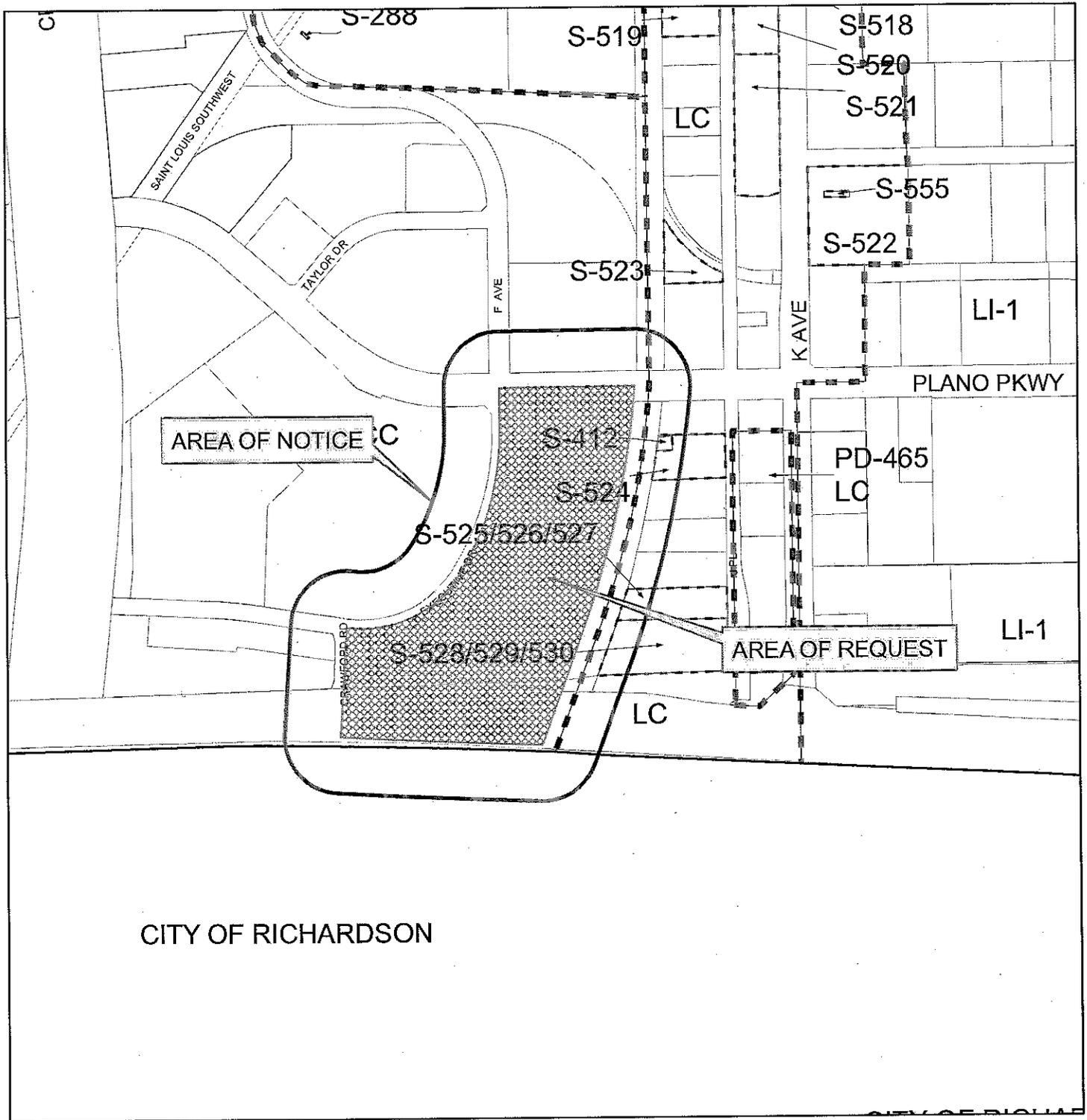
THENCE with approximate centerline of said Executive Drive the following courses and distances to wit;

South, $81^{\circ} 37' 53''$ East, a distance of 1.41 feet to a point for corner at the beginning of a curve to the left whose chord bears North, $66^{\circ} 22' 06''$ East, 423.94 feet;

In an easterly and northeasterly direction along said curve to the left having a central angle of $64^{\circ} 00' 01''$, a radius of 400.00 feet, and an arc length of 446.81 feet to a point for corner at the beginning of a curve to the left whose chord bears North, $17^{\circ} 00' 41''$ East, 546.35 feet;

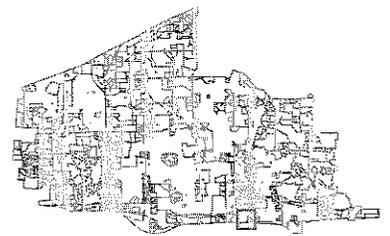
In a northeasterly direction along said curve to the left having a central angle of $34^{\circ} 42' 51''$, a radius of 915.69 feet, and an arc length of 554.79 feet to a point for corner;

North, $00^{\circ} 20' 45''$ West, a distance of 150.51 feet to the POINT OF BEGINNING and CONTAINING 16.842 acres of land, more or less.



Zoning Case #: 2013-34

Existing Zoning: CORRIDOR COMMERCIAL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



DATE: February 4, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 3, 2014

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2013-37
APPLICANT: CENCOR REALTY SERVICES**

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road in order to modify the development standards, including but not limited to, modifying the signage regulations. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District. Tabled January 21, 2014.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended as follows:

(Proposed additions are indicated by underlined text.)

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

3. Site Design

The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 RC - Regional Commercial (6)(a) (Special District Requirements).

5. Area, Yard, and Bulk Requirements

- a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
- b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)
- c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.
- d. Setbacks from Parkwood Boulevard: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.
- e. Setbacks from Parker Road: Minimum of 30 feet as measured from the property line provided that parking and driveways are prohibited between the building face and the street. For areas with parking and driveways between the building face and the street, a minimum 50 foot setback is required.

6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):

- i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Boulevard may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
- ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of

the top levels of parking garage facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage.

- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway ~~and building facades fronting the existing east/west fire lane of the regional theater property to the north~~ allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

- b. In addition to the existing allowed signage, one freestanding identification sign may be constructed subject to the following:

- i. The sign may be an architectural entry feature that spans the north/south pedestrian-oriented private roadway.
- ii. The minimum height of the feature shall be 14 feet. The maximum height of the feature shall be limited to 21 feet.
- iii. The sign copy area shall be limited to a maximum of 150 square feet and shall not extend beyond the edges of the entry feature.
- iv. The sign is exempt from the requirement that it be located at least 30 feet from a property line. The sign is also exempt from the requirement that it be located at least 60 feet from a general business sign.

- ~~b.c.~~ In addition to the existing allowed signage, one electronic projecting sign will be allowed, integrated into the building architecture, subject to the following:

- i. The sign area shall not exceed 150 square feet.
- ii. The height of the sign shall not exceed nine feet.
- iii. The horizontal portion of the sign shall not exceed 16 feet.

~~e.d.~~ All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

FOR CITY COUNCIL MEETING OF: February 24, 2014 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/av

xc: David Palmer, Cencor Realty
Gary Devleer, Hodges and Associates

<http://goo.gl/maps/bvJyc>

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 3, 2014

Agenda Item No. 7

Public Hearing: Zoning Case 2013-37

Applicant: Cencor Realty Services

DESCRIPTION:

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road in order to modify the development standards, including but not limited to, modifying the signage regulations. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District. Tabled January 21, 2014.

REMARKS:

This item was tabled at the January 21, 2014 Planning & Zoning Commission. It must be removed from the table.

The applicant is requesting to amend Planned Development-185-Regional Commercial (PD-185-RC) located at the northeast corner of Dallas North Tollway and Parker Road. This PD was created to allow for a mix of uses including multifamily residential, retail, and office to be constructed with modified building setbacks. The subject property is partially developed with a restaurant, and a multifamily residential building is currently under construction. The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving the surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

ISSUES:

PD-185-RC was initially approved by City Council on January 8, 2007, and has been amended several times. With this zoning case, the applicant is requesting to make four modifications to the signage regulations.

The first modification would be to allow a portion of the development currently under the Downtown Sign District to be regulated by the Dallas North Tollway Overlay District sign regulations. The related PD language currently reads:

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

The area in question is the northern portion of the development, facing the Cinemark West Plano movie theater. The applicant is requesting this area to be withdrawn from the Downtown Sign District regulations in order to allow for illuminated signage in this area. Staff is in support of this modification.

The second modification is to allow for an additional identification sign. The Zoning Ordinance defines an identification sign as any onsite sign which is used to identify shopping centers, industrial sites, retail districts, and commercial sites. The applicant is proposing to construct an arch feature over the north-south fire lane that intersects with Parker Road that would accommodate the identification sign. The sign would have to meet the minimum clearance height for structures located over a fire lane (14 feet) as required by the Fire Department. The applicant is proposing a maximum copy area of 150 square feet, and the maximum proposed height of the arch is 21 feet. Staff is in support of this modification.

The third modification is to allow for one electronic projecting sign along the Dallas North Tollway frontage. A projecting sign is defined as any sign, except an awning, which projects perpendicularly from a building and which has one end attached to a building or other permanent structure. An electronic sign is a variable message sign that utilizes computer/generated messages or some other electronic means of changing copy. The applicant is proposing to install an electronic projecting sign on a future retail building which would have frontage on the Dallas North Tollway. The electronic projecting sign would be able to have changeable content which would advertise for any onsite business. The proposed layout for the property includes tenant spaces which front only on the north-south fire lane, and are not visible from the Dallas North Tollway. This sign would enable those businesses to advertise using the electronic projecting sign. Presently, the Zoning Ordinance allows electronic signs as freestanding monument or pole signs, but projecting and wall signs are prohibited from being electronic. In previous discussions regarding signage, the Commission has had reservations about allowing electronic signs beyond the types currently allowed. Staff is not in support of allowing an electronic projecting sign.

The fourth modification is for an increase in size for the electronic projecting sign. The applicant is proposing to allow a maximum nine foot tall by 16 foot wide sign (144 square feet). Currently, the Zoning Ordinance allows projecting signs to be a maximum of four feet tall by six feet wide (24 square feet). Staff is not in support of this modification. A 144 square foot projecting sign, is a very large projecting sign, at six

times the maximum allowable area of a projecting sign. The Zoning Ordinance places a limitation of 24 square feet on projecting signs as these signs were not meant to take the place of wall, monument, or pole signs. The allowance of this size of projecting sign would essentially enable the applicant to construct a sign which would be similar to a pole sign within the Dallas North Tollway Overlay District, an area which prohibits pole signs. Staff discussed with the applicant the option of proposing an electronic wall sign in lieu of the projecting sign. This sign type could be more appropriate since an electronic wall sign was also permitted within the Legacy Town Center development. However, the applicant prefers to install the requested projecting sign. Furthermore, the overlay district limits the size of monument signs to 225 square feet. If this zoning request were approved, the applicant would have the opportunity to construct a 225 square foot monument sign in addition to a 144 square foot electronic projecting sign.

The Commission should determine if it is appropriate to allow an electronic projecting sign within PD-185-RC. If the Commission is comfortable with allowing an electronic sign as a projecting sign, staff recommends that the Commission determine the appropriate size that should be permitted, as well as if this sign should be allowed in addition to the existing signage currently allowed.

Surrounding Land Uses and Zoning

The property to the north is a movie theater and is zoned Regional Employment (RE). To the west, across the Dallas North Tollway, the property is zoned RC and has been developed as retail. South of the property, across Parker Road, is a retail shopping center zoned RC. To the east, across Parkwood Boulevard, is an existing multifamily development zoned Multifamily Residence-3 (MF-3).

SUMMARY:

The applicant is requesting to amend PD-185-RC in order to modify the signage regulations. The proposed amendment would allow the portion of the site facing the Cinemark West movie theater to be regulated by the Dallas North Tollway Overlay District sign regulations as well as creating two new sign types within the PD. Staff is in favor of removing the north facing portions of the PD from the Downtown Sign District, and allowing for the additional identification sign. These modifications will be consistent with the development aesthetics along the Dallas North Tollway. Staff is not in favor of allowing the electronic projecting sign; therefore, staff is recommending approval of the first two modifications above, but do not support allowing the electronic projecting sign or increase in sign size.

RECOMMENDATION:

Recommended as follows:

(Proposed additions are indicated by underlined text.)

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

3. Site Design

The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 RC - Regional Commercial (6)(a) (Special District Requirements).
5. Area, Yard, and Bulk Requirements
 - a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
 - b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)
 - c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is

located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.

- d. Setbacks from Parkwood Boulevard: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.
- e. Setbacks from Parker Road: Minimum of 30 feet as measured from the property line provided that parking and driveways are prohibited between the building face and the street. For areas with parking and driveways between the building face and the street, a minimum 50 foot setback is required.

6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
 - i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Boulevard may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
 - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

8. Building Materials

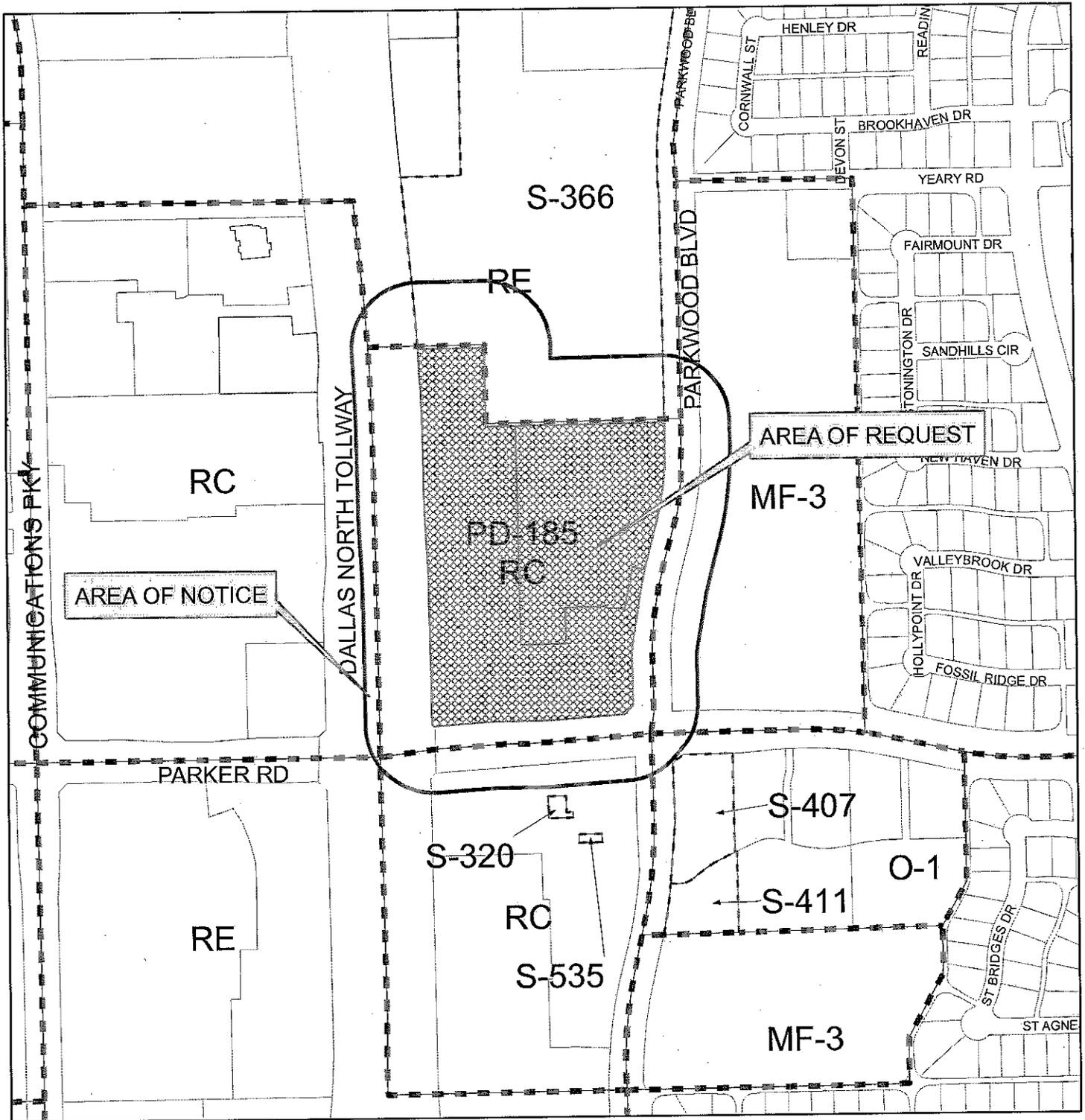
- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway ~~and building facades fronting the existing east/west fire lane of the regional theater property to the north~~ allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. In addition to the existing allowed signage, one freestanding identification sign may be constructed subject to the following:
 - i. The sign may be an architectural entry feature that spans the north/south pedestrian-oriented private roadway.
 - ii. The minimum height of the feature shall be 14 feet. The maximum height of the feature shall be limited to 21 feet.

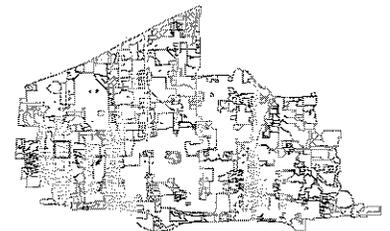
- iii. The sign copy area shall be limited to a maximum of 150 square feet and shall not extend beyond the edges of the entry feature.
- iv. The sign is exempt from the requirement that it be located at least 30 feet from a property line. The sign is also exempt from the requirement that it be located at least 60 feet from a general business sign.

~~b.c.~~ All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).



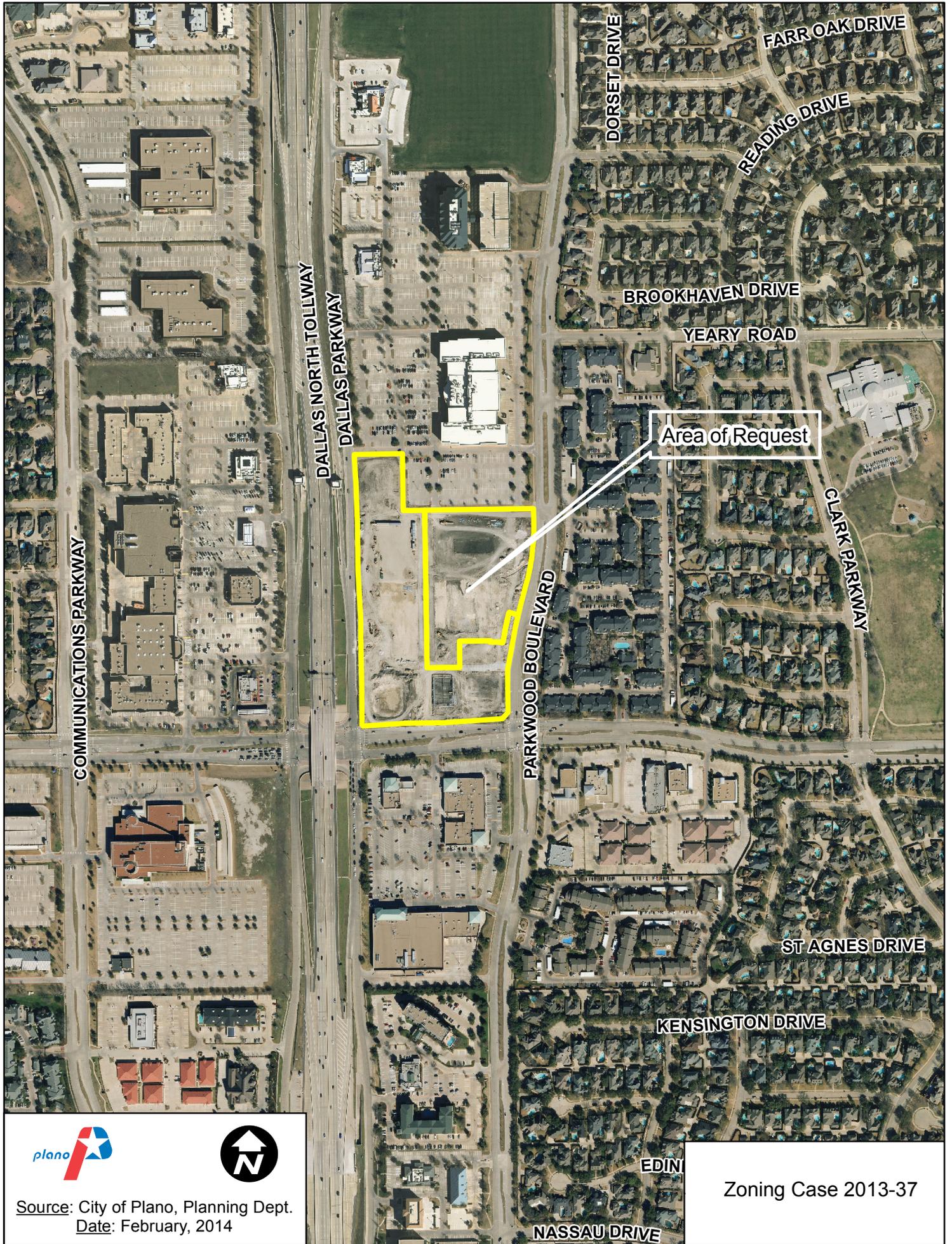
Zoning Case #: 2013-37

Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer





Area of Request



Source: City of Plano, Planning Dept.
Date: February, 2014

Zoning Case 2013-37

Zoning Case 2013-37

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres of land out of the D.M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations; 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 24th day of February, 2014, for the purpose of considering amending Planned Development-185-Regional Commercial on 14.8± acres of land out of the D.M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations; 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 24th day of February, 2014; and

WHEREAS, the City Council is of the opinion and finds that such amendment 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 amend Planned Development-185-Regional Commercial on 14.8± acres of land out of the D.M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to, modifying the signage regulations, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

3. Site Design

The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 RC - Regional Commercial (6)(a) (Special District Requirements).

5. Area, Yard, and Bulk Requirements

- a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
- b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)
- c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.

- d. Setbacks from Parkwood Boulevard: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.
- e. Setbacks from Parker Road: Minimum of 30 feet as measured from the property line provided that parking and driveways are prohibited between the building face and the street. For areas with parking and driveways between the building face and the street, a minimum 50 foot setback is required.

6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
 - i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Boulevard may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
 - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. In addition to the existing allowed signage, one freestanding identification sign may be constructed subject to the following:
 - i. The sign may be an architectural entry feature that spans the north/south pedestrian-oriented private roadway.
 - ii. The minimum height of the feature shall be 14 feet. The maximum height of the feature shall be limited to 21 feet.

- iii. The sign copy area shall be limited to a maximum of 150 square feet and shall not extend beyond the edges of the entry feature.
 - iv. The sign is exempt from the requirement that it be located at least 30 feet from a property line. The sign is also exempt from the requirement that it be located at least 60 feet from a general business sign.
- c. In addition to the existing allowed signage, one electronic projecting sign will be allowed, integrated into the building architecture, subject to the following:
- i. The sign area shall not exceed 150 square feet.
 - ii. The height of the sign shall not exceed nine feet.
 - iii. The horizontal portion of the sign shall not exceed 16 feet.
- d. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any 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.

PASSED AND APPROVED THIS THE 24TH DAY OF FEBRUARY, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2013-37

BEING a 14.75 acre tract of land situated in the D. M. Tucker Survey, Abstract No. 913 in the City of Plano, Collin County, Texas, and being a part of that 164.66 acre tract of land described in deed to Haggard Enterprises Limited, Ltd. as recorded in Volume 2006, Page 342 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1-inch iron rod set at the intersection of the north right-of-way line of Parker Road (130 feet wide at this point) and the west right-of-way line of Parkwood Boulevard (130 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north right-of-way line a distance of 270.18 feet to a 1-inch iron rod set for corner;

THENCE South, 89° 46' 36" West, along said north right-of-way line a distance of 150.33 feet to a 1-inch iron rod set for corner (right-of-way 140 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north line a distance of 199.07 feet to a 1-inch iron rod set on the east right-of-way line of Dallas North Tollway (right-of-way varies);

THENCE North, 00° 48' 27" West, along said east line a distance of 825.43 feet to a 1-inch iron rod found for the point of curvature of a circular curve to the left whose radius is 5,879.58 feet and whose chord bears North, 02° 18' 45" West, a distance of 308.87 feet;

THENCE along said east line and along said curve through a central angle of 03° 00' 37", an arc length of 308.91 feet to a scribed "Y" in concrete found on the common line between the herein described tract and that tract of land described in deed to Cinemark, USA, Inc. as recorded in Doc. No. 96-0029446, D.R.C.C.T.;

THENCE North, 89° 13' 12" East, departing said east line and along said common line a distance of 202.13 feet to a "PK nail" found for corner;

THENCE South, 00° 46' 48" East, along said common line a distance of 237.00 feet to an "X" found for corner;

THENCE North, 89° 13' 12" East, along said common line a distance of 543.34 feet to an "X" found on the west right-of-way line of Parkwood Boulevard (variable width right-of-way, 110 feet wide at this point);

THENCE South, 00° 46' 47" East, departing said common line and along said west line a distance of 62.76 feet to a 1/2-inch iron rod with "HALFF ASSOC. INC." yellow plastic cap (hereafter called "with cap") found for the point of curvature of a circular curve to the right whose radius is 916.14 feet and whose chord bears South, 06° 54' 15" West, a distance of 244.99 feet;

THENCE along said west line and along said curve through a central angle of 15° 22' 05", an arc distance of 245.73 feet to a 1/2-inch iron rod with cap found for corner;

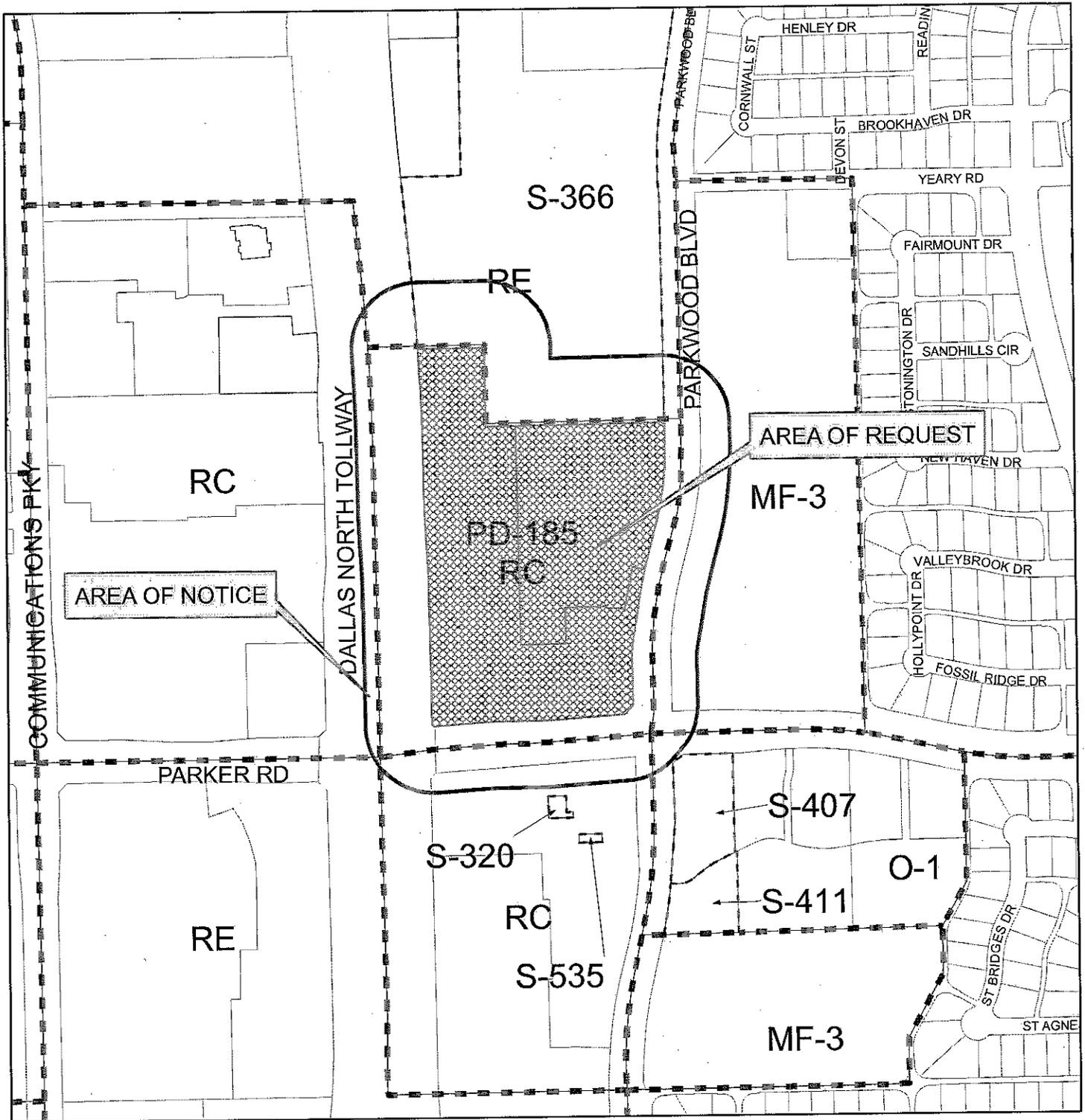
THENCE South $14^{\circ} 35' 18''$ West, along said west line a distance of 145.46 feet to a 1/2-inch iron rod with cap found for the point of curvature of circular curve to the left whose radius is 1,026.14 feet and whose chord bears South $12^{\circ} 22' 02''$ West, a distance of 79.54 feet;

THENCE along said west line and along said curve through a central angle of $04^{\circ} 26' 32''$, an arc distance of 79.56 feet to a 1/2-inch iron rod with cap found for corner;

THENCE South, $09^{\circ} 47' 48''$ West, along said west line a distance of 150.00 feet to a 1/2-inch iron rod with cap found for corner, said point also being on a non-tangent circular curve to the left whose radius is 1036.14 feet and whose chord bears South, $00^{\circ} 31' 17''$ West, a distance of 47.04 feet;

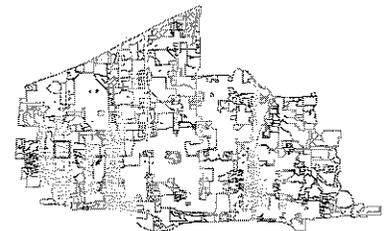
THENCE along said west line and along said curve through a central angle of $02^{\circ} 36' 05''$, an arc distance of 47.04 feet to a concrete monument found for corner;

THENCE South, $00^{\circ} 46' 47''$ East, along said west line a distance of 154.25 feet to the POINT OF BEGINNING and CONTAINING 642,504 square feet or 14.75 acres of land, more or less.



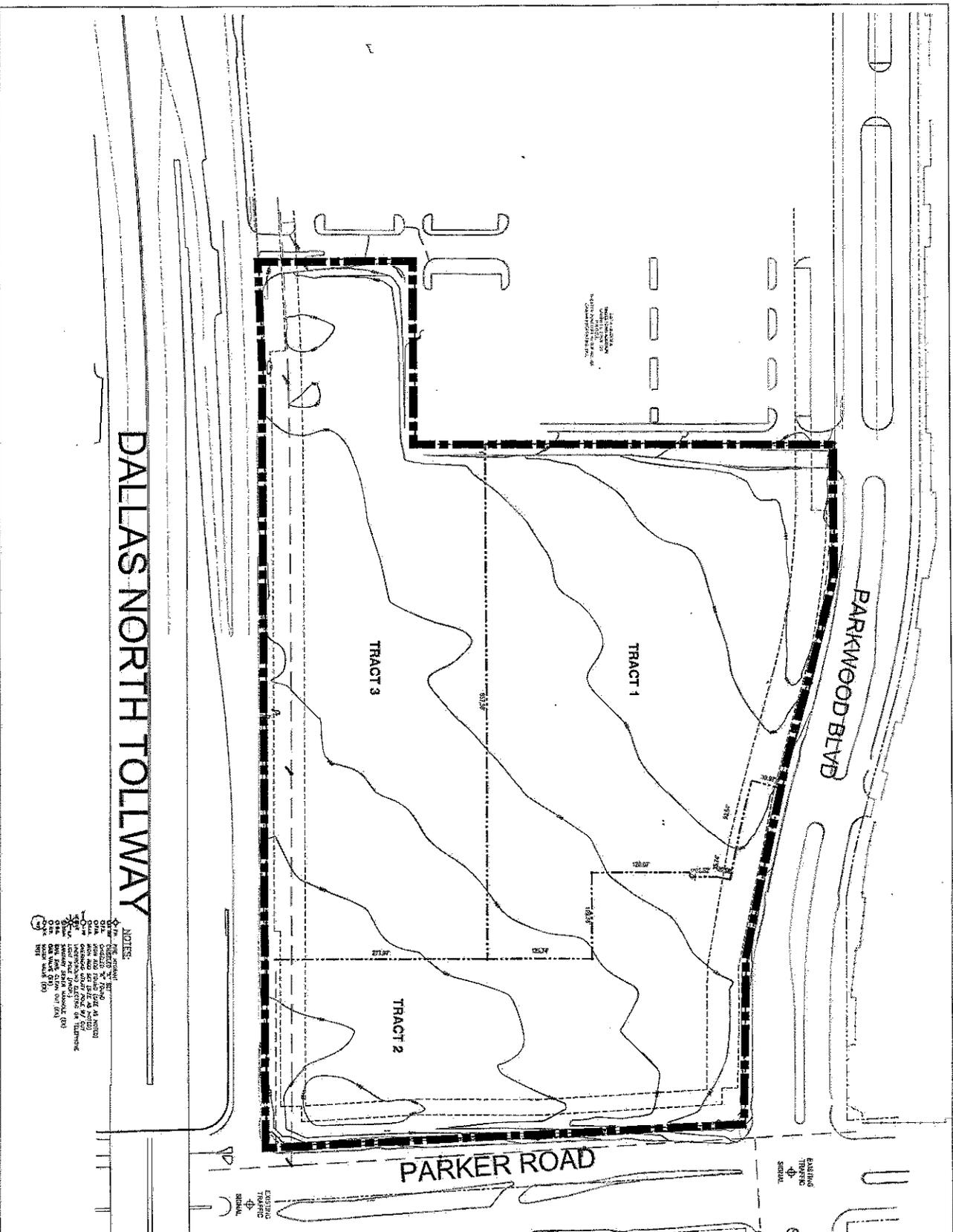
Zoning Case #: 2013-37

Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer





- NOTES:**
- 1. All dimensions are in feet.
 - 2. All dimensions are to the centerline of the road.
 - 3. All dimensions are to the centerline of the easement.
 - 4. All dimensions are to the centerline of the utility line.
 - 5. All dimensions are to the centerline of the structure.
 - 6. All dimensions are to the centerline of the fence.
 - 7. All dimensions are to the centerline of the wall.
 - 8. All dimensions are to the centerline of the driveway.
 - 9. All dimensions are to the centerline of the sidewalk.
 - 10. All dimensions are to the centerline of the curb.
 - 11. All dimensions are to the centerline of the gutter.
 - 12. All dimensions are to the centerline of the ditch.
 - 13. All dimensions are to the centerline of the stream.
 - 14. All dimensions are to the centerline of the canal.
 - 15. All dimensions are to the centerline of the pipeline.
 - 16. All dimensions are to the centerline of the tunnel.
 - 17. All dimensions are to the centerline of the bridge.
 - 18. All dimensions are to the centerline of the culvert.
 - 19. All dimensions are to the centerline of the vault.
 - 20. All dimensions are to the centerline of the manhole.
 - 21. All dimensions are to the centerline of the well.
 - 22. All dimensions are to the centerline of the shaft.
 - 23. All dimensions are to the centerline of the pit.
 - 24. All dimensions are to the centerline of the trench.
 - 25. All dimensions are to the centerline of the excavation.
 - 26. All dimensions are to the centerline of the foundation.
 - 27. All dimensions are to the centerline of the footing.
 - 28. All dimensions are to the centerline of the column.
 - 29. All dimensions are to the centerline of the beam.
 - 30. All dimensions are to the centerline of the slab.
 - 31. All dimensions are to the centerline of the wall.
 - 32. All dimensions are to the centerline of the roof.
 - 33. All dimensions are to the centerline of the floor.
 - 34. All dimensions are to the centerline of the ceiling.
 - 35. All dimensions are to the centerline of the staircase.
 - 36. All dimensions are to the centerline of the ramp.
 - 37. All dimensions are to the centerline of the elevator.
 - 38. All dimensions are to the centerline of the shaft.
 - 39. All dimensions are to the centerline of the hoistway.
 - 40. All dimensions are to the centerline of the machine room.
 - 41. All dimensions are to the centerline of the control room.
 - 42. All dimensions are to the centerline of the power room.
 - 43. All dimensions are to the centerline of the equipment room.
 - 44. All dimensions are to the centerline of the storage room.
 - 45. All dimensions are to the centerline of the office.
 - 46. All dimensions are to the centerline of the conference room.
 - 47. All dimensions are to the centerline of the meeting room.
 - 48. All dimensions are to the centerline of the training room.
 - 49. All dimensions are to the centerline of the classroom.
 - 50. All dimensions are to the centerline of the lecture hall.
 - 51. All dimensions are to the centerline of the auditorium.
 - 52. All dimensions are to the centerline of the theater.
 - 53. All dimensions are to the centerline of the concert hall.
 - 54. All dimensions are to the centerline of the sports arena.
 - 55. All dimensions are to the centerline of the stadium.
 - 56. All dimensions are to the centerline of the arena.
 - 57. All dimensions are to the centerline of the gymnasium.
 - 58. All dimensions are to the centerline of the school.
 - 59. All dimensions are to the centerline of the university.
 - 60. All dimensions are to the centerline of the college.
 - 61. All dimensions are to the centerline of the high school.
 - 62. All dimensions are to the centerline of the middle school.
 - 63. All dimensions are to the centerline of the elementary school.
 - 64. All dimensions are to the centerline of the day care center.
 - 65. All dimensions are to the centerline of the preschool.
 - 66. All dimensions are to the centerline of the kindergarten.
 - 67. All dimensions are to the centerline of the nursery school.
 - 68. All dimensions are to the centerline of the infant school.
 - 69. All dimensions are to the centerline of the toddler school.
 - 70. All dimensions are to the centerline of the preschool.
 - 71. All dimensions are to the centerline of the elementary school.
 - 72. All dimensions are to the centerline of the middle school.
 - 73. All dimensions are to the centerline of the high school.
 - 74. All dimensions are to the centerline of the university.
 - 75. All dimensions are to the centerline of the college.
 - 76. All dimensions are to the centerline of the vocational school.
 - 77. All dimensions are to the centerline of the trade school.
 - 78. All dimensions are to the centerline of the technical school.
 - 79. All dimensions are to the centerline of the community college.
 - 80. All dimensions are to the centerline of the state university.
 - 81. All dimensions are to the centerline of the federal university.
 - 82. All dimensions are to the centerline of the private university.
 - 83. All dimensions are to the centerline of the religious university.
 - 84. All dimensions are to the centerline of the secular university.
 - 85. All dimensions are to the centerline of the non-profit university.
 - 86. All dimensions are to the centerline of the for-profit university.
 - 87. All dimensions are to the centerline of the public university.
 - 88. All dimensions are to the centerline of the private university.
 - 89. All dimensions are to the centerline of the independent university.
 - 90. All dimensions are to the centerline of the affiliated university.
 - 91. All dimensions are to the centerline of the associated university.
 - 92. All dimensions are to the centerline of the sponsored university.
 - 93. All dimensions are to the centerline of the supported university.
 - 94. All dimensions are to the centerline of the subsidised university.
 - 95. All dimensions are to the centerline of the self-financing university.
 - 96. All dimensions are to the centerline of the state university.
 - 97. All dimensions are to the centerline of the federal university.
 - 98. All dimensions are to the centerline of the private university.
 - 99. All dimensions are to the centerline of the religious university.
 - 100. All dimensions are to the centerline of the secular university.

ZONING EXHIBIT - CASE NO. 2013-37

WEST PLANO VILLAGE

LOTS 1A TO - BLOCK A1 TRINITY ADDITION (4,750 AC)

SEC - DALLAS NORTH TOLLWAY & PARKER ROAD

THE CITY OF PLANO, COLLIER COUNTY, TEXAS

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT BE A FINAL APPROVAL OF ANY ASSOCIATED STUDY, PLAN OF PLANS, APPLICATION OF DEVELOPMENT STANDARDS, SIGNING PERIOD, AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON THIS PROJECT SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

NO	DATE	SCALE	REVISION	NO
01	12/10/13	1:50		1

VICINITY MAP



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		February 24, 2014		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to demolish the existing detached garage at 813 E. 18th Street to construct a 2,208 square foot single story building. Zoned Retail (R), Heritage Resource #20 Designation (H-20). Applicant: Bill Lisle III				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Consideration of an Appeal of the Heritage Commission's denial of a Certificate of Appropriateness relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
At its December 17, 2013 meeting, the Heritage Commission denied the Certificate of Appropriateness request, by a vote of 7-0. The Commission believed the CA application was incomplete, and was concerned that the proposed new structure had not yet received site plan approval. The Commission further agreed that based on the information provided by the applicant, they could not judge the proposed structure's compliance with heritage district design guidelines. A simple majority vote of 5 of the 8 City Council members is required for approval of the request.				
List of Supporting Documents: Letter of Appeal from Applicant Memo to City Manager Heritage Commission Follow-up Memo Staff Report			Other Departments, Boards, Commissions or Agencies Heritage Commission	

Phyllis Jarrell

From: Bill Lisle III <bill@lisleinc.com>
Sent: Friday, December 27, 2013 1:54 PM
To: Phyllis Jarrell; Lori Schwarz
Subject: 813

Hello All, I think I need to turn in a request within 10 days of my denial for CA. i would like to appeal to city council, however I am at hospital with my wife. She is in labor. Not sure when my deadline is and not sure if this email will suffice as my request to appeal. Hopefully you can print this and it will suffice as my request for appeal. Please advise either way.

Bill Lisle III

Sent from my iPhone

MEMORANDUM

Date: January 10, 2014

To: Mr. Bruce D. Glasscock, City Manager

From: Ms. Lori Schwarz, Comprehensive Planning Manager

Subject: Appeal of the Heritage Commission's denial of a Certificate of Appropriateness to demolish the existing detached garage to construct a 2208 square foot single story secondary building at 813 E. 18th Street.

At its December 17, 2013 meeting, the Heritage Commission denied the Certificate of Appropriateness (CA) request by a vote of 7-0. The project was reviewed for conformance with the city's Heritage Preservation Ordinance Section 16-116 - Demolition or Removal of Heritage Resources. Structures located within a designated heritage district requires Heritage Commission review/approval.

During the Commission's discussion of the proposed CA, there were several points raised that were considered in the final decision. These items included:

- Construction work proceeding without an approved CA or a building permit or any Planning & Zoning approvals.
- Construction work progressing regardless of three stop work orders posted by the Building Inspections Department.
- Concern that the applicant had not submitted a 150-foot hose-lay requirement variance request with the Fire Department.
- Applicant not available to address Commission's question/concerns.

The Commission stated that the proposed CA application to demolish the existing detached garage to construct a new secondary building is incomplete without an updated site plan. The Commission further agreed that based on the information provided by the applicant, the proposed structure's compliance with the existing Haggard Park Heritage Resource District Preservation Guidelines could not be determined. A simple majority vote of 5 of the 8 City Council members is required for approval of the appeal request.

cc: Mr. Frank Turner, Deputy City Manager
Ms. Phyllis Jarrell, Planning Director

DATE: December 18, 2013
TO: Applicants with Items before the Heritage Commission
FROM: Gary Graley, Chairman, Heritage Commission
SUBJECT: Results of Heritage Commission Meeting of December 17, 2013

AGENDA ITEM NO. 8 - CERTIFICATE OF APPROPRIATENESS HC-2014-06
813 E. 18TH STREET
APPLICANT: BILL LISLE III

Request for a Certificate of Appropriateness (CA) to demolish the existing detached garage to construct a 2208 square foot single story building per attached drawings and the following details:

1. Demolish the existing 850 square feet, wood framed, metal clad detached garage;
2. Construct a 24'-0" x 92'-0" single story wood framed building to include an office, storage and a bathroom;
3. The new 14'-0" tall structure will be set back 92'-4" from front (south); 4'-3" from left side (west); 61'-7" from right side (east) and 24'-4" from rear (north) property line;
4. Clad the exterior in HardiePanel batten siding with Sherwin Williams, Curio Gray (#SW 0024) paint. The exterior trim shall be painted in Sherwin Williams, Classic Light Buff (#SW 0050);
5. Install a 3:12 low pitch, unpainted Galvalume standing seam metal roof with 6" painted aluminum gutter and downspouts;
6. The two (2) windows at the front elevation and one window at the east elevation shall be 3'-0" x 5'-0" Pella EnduraClad, casement style, wood windows with 1x6 painted wood trim;
7. The doors at the front and east elevations shall be 3'-0" x 6'-8" Pella, ½ light Encompass style, oak-grain fiberglass door painted white;
8. The two (2) painted wood awnings at the front and east elevations shall be 3'-0" (overhang) x 8'-0" (wide) and installed at 8'-2.5" from the grade; and
9. The four (4) overhead doors at the east elevation shall be 16'-0" x 7'-0" steel, non-insulated, C.H.I commercial garage doors.

APPROVED: _____ **DENIED:** 7-0 **TABLED:** _____

STIPULATIONS:

The Heritage Commission denied the CA request stating that this is an incomplete CA application and does not have an updated site plan. The Commission agreed that based on the information provided, they cannot judge the proposed structure's compliance with existing guidelines.

Should you wish to appeal the Heritage Commission's decision regarding the subject request, a signed letter indicating the basis for appeal must be received by the Director of Planning no later than ten (10) days from the date of decision. The appeal will be scheduled for consideration by the City Council for the next available regular meeting. City Council may affirm, modify or reverse the decision of the Commission and may, where appropriate, remand the item to the Commission for further proceedings consistent with City Council's decision.

BM/av

xc: Bill Lisle III

<http://goo.gl/maps/9kQir>

CITY OF PLANO
HERITAGE COMMISSION

December 17, 2013

Agenda Item No. 8

Certificate of Appropriateness (HC-2014-06): 813 E. 18th Street

Applicant: Bill Lisle III

REQUEST:

Request for a Certificate of Appropriateness (CA) to demolish the existing detached garage to construct a 2208 square foot single story building per attached drawings and the following details:

1. Demolish the existing 850 square feet, wood framed, metal clad detached garage;
2. Construct a 24'-0" x 92'-0" single story wood framed building to include an office, storage and a bathroom;
3. The new 14'-0" tall structure will be set back 92'-4" from front (south); 4'-3" from left side (west); 61'-7" from right side (east) and 24'-4" from rear (north) property line;
4. Clad the exterior in HardiePanel batten siding with Sherwin Williams, Curio Gray (#SW 0024) paint. The exterior trim shall be painted in Sherwin Williams, Classic Light Buff (#SW 0050);
5. Install a 3:12 low pitch, unpainted Galvalume standing seam metal roof with 6" painted aluminum gutter and downspouts;
6. The two (2) windows at the front elevation and one window at the east elevation shall be 3'-0" x 5'-0" Pella EnduraClad, casement style, wood windows with 1x6 painted wood trim;
7. The doors at the front and east elevations shall be 3'-0" x 6'-8" Pella, ½ light Encompass style, oak-grain fiberglass door painted white;
8. The two (2) painted wood awnings at the front and east elevations shall be 3'-0" (overhang) x 8'-0" (wide) and installed at 8'-2.5" from the grade; and
9. The four (4) overhead doors at the east elevation shall be 16'-0" x 7'-0" steel, non-insulated, C.H.I commercial garage doors.

GENERAL INFORMATION:

Location: 813 E. 18th Street (between H Avenue and G Avenue)

Zoning: Retail (R); Heritage Resource #20 Designation (H-20)

Resource Type: Haggard Park Heritage Resource District

BACKGROUND:

Building:	Residential
Original Architectural Style:	Minimal Traditional
Date of Construction:	Circa 1940
Historic Use:	Residential - Single Family
Current Use:	Residence/Office

STAFF FINDINGS AND ANALYSIS:

The applicant has submitted a new Certificate of Appropriateness (CA) request seeking approval to demolish the existing detached garage to construct a 2208 square foot single story building to include an office, storage space and a bathroom. The proposed building shall be for "service contractor use with no outdoor storage yard" (see Attachments 1 through 4).

The proposed building is under construction without an approved CA. No building permits or Planning & Zoning approvals have been issued to date. Currently, the rear portion of the proposed structure is being built as an extension to the existing detached garage. The applicant has informed staff that he intends to finish this portion of the building first before demolishing the existing garage and constructing the remaining front portion of the proposed building.

The applicant is concurrently working with the City's Development Review Division as well as the Building Inspections, Engineering and Fire departments to make sure the proposed structure meets the required Zoning Ordinance and other related building codes. However, Planning's Development Review Division has confirmed that the proposed structure meets the minimum setback and height requirements.

The exterior of the proposed 24'-0" x 92'-0" single story wood framed structure shall consist of HardiePanel batten siding; three (3) 3'-0" x 5'-0" Pella EnduraClad, casement style wood windows; two (2) 3'-0" x 6'-8" Pella, ½ light Encompass style, fiberglass doors; four (4) 16'-0" x 7'-0" steel, non-insulated, C.H.I commercial garage doors; and two (2) 3'-0" (overhang) x 8'-0" (wide) wood awnings. The new gable roof shall be a simple 3:12 pitch, unpainted Galvalume standing seam metal roof with 6" painted aluminum gutter and downspouts. The exterior siding shall be painted in Sherwin Williams, "Curio Gray" (#SW 0024) and trim shall be painted in Sherwin Williams, Classic Light Buff (#SW 0050). The requested 14'-0" tall structure shall have the following setbacks: 92'-4" from front (south); 4'-3" from left side (west); 61'-7" from right side (east) and 24'-4" from rear (north) property line (see Attachments 3 and 4).

See the attachments for the applicable criteria used in this analysis.

Staff's review of Sanborn maps and previous city aerial photographs reveals that the original detached accessory structure no longer exists on this historic site. The existing detached garage appears to be newer construction. With the evidence of metal siding and aluminum windows, the building may have undergone alterations since it was built circa 1979 (see Attachment 1 and 2). Therefore, staff believes the existing garage does not appear to be part of the original historic house site and does not contribute to the historic character of the property. The removal of the structure would not adversely impact the historic site.

Per Section 16-116 of the city's Heritage Preservation Ordinance, demolition or removal of heritage resources, or structures located within a designated heritage district requires Heritage Commission review/approval. The applicant provided information that meets the demolition application requirement per Section 16-116(C)(1)(a) (see Attachment 5)

Based on the above demolition related research and findings, Staff believes that the proposed new construction is appropriate for the following reasons:

1. The proposed building size, massing, materials, fenestrations and architectural details are compatible with the existing historic structure and the district;
2. While the requested building area seems large in comparison to the existing primary historic structure, the proposed setback of 92'-4" from the front (south) property line and the linear shape of the new building minimizes the overall scale of the structure.
3. The proposed low pitch standing seam metal gable roof meets section 6.2 of the Haggard Park Heritage Resource District Guidelines for Roofs;
4. The overall height of the proposed building is lower than the height of the primary historic structure and other buildings in the district; and
5. The requested structure meets the minimum setback requirement from the Zoning Ordinance.

For these reasons, the proposed new building meets Sections 9.4, 9.5, 9.6, 9.7, and 9.9 of the Haggard Park Heritage Resource District Guidelines for Additions, Renovations and Outbuildings. Additionally, the paint colors, massing, materials, roof form, fenestration, and general appearance of the building is compatible with the existing historic house and site. Staff believes the request would not have an adverse impact on the character of the site nor the heritage district.

STAFF RECOMMENDATION:

Staff recommends approval of the requested item per submitted documentation provided it meets the following conditions:

1. Fire Department approval of a variance to the 150-foot hose-lay requirement;
2. Planning & Zoning Commission and Planning Department approval of required development plans for the proposed 24'-0" x 92'-0" building;
3. Issuance of any necessary permits from the Building Inspections, Engineering, Public Works and Environmental Health Departments are required prior to construction of the new building; and
4. The applicant shall be allowed to work with staff to resolve any issues that may arise during the permit review and the new construction project.

ATTACHMENTS:

- 1: Sanborn Maps and Aerial Photographs
2. Existing Garage Photos
- 3: Architectural drawings: Floor plans and elevations
- 4: Proposed Door/Window Specifications
- 5: Heritage Preservation Ordinance Section 16-116(C)(1)(a)

APPLICABLE REVIEW CRITERIA:

Haggard Park Heritage District Guidelines

No.	Guideline Statement
Roofs	
6.2	The following roofing materials are allowed: composition shingles, wood and synthetic wood shingles, and standing seam metal. Built-up, metal corrugated, single-ply membrane, clay tile, and synthetic clay tile roofs are not permitted.
Additions, Renovations and Outbuildings	
9.4	The color, details, form, materials, and general appearance of new construction, renovations and additions must be compatible with the existing historic structures.
9.5	New construction and additions must have appropriate color, detailing, fenestration, massing, materials, roof form, shape, and solids-to-voids ratios that are typical of the historic structure.
9.6	The height of new construction and additions must not exceed the height of similar historic structures in the district.
9.7	Aluminum siding, stucco, and vinyl cladding are not permitted on additions. Aluminum siding, vinyl cladding, "hardi-plank", wood and brick (where appropriate) are allowed on new outbuildings when in compliance with the Uniform Code for Building Conservation.
9.9	The setback of new construction and additions must conform to the setback of adjacent historic structures.
9.10	New Construction and additions must be designed so that connections between new construction or additions and the historic structure are clearly discernible. as suggested by the Secretary of the Interior in Preservation Brief No. 14 (on file at the Plano Municipal Center). A clear definition of the transition between new construction or additions and the historic structure must be established and maintained. Historic details in the coping and eaves of the historic structure must be preserved and maintained at the point where the historic structure abuts new construction or additions.

19TH STREET

Area of Request

18TH STREET



Source: City of Plano, Planning Dept.
Date: December, 2013

813 18th Street

Attachment 1 - San Borne & Aerial Maps



Aerial from 1956 shows historic detached garage located closer to the 18th Street



Aerial from 1972 showing historic garage



Aerial from 1979 showing historic garage and some structure behind it

Attachment 1 - San Borne & Aerial Maps (Continued)



Aerial from 1995 shows the old historic detached garage and the existing garage structure behind it

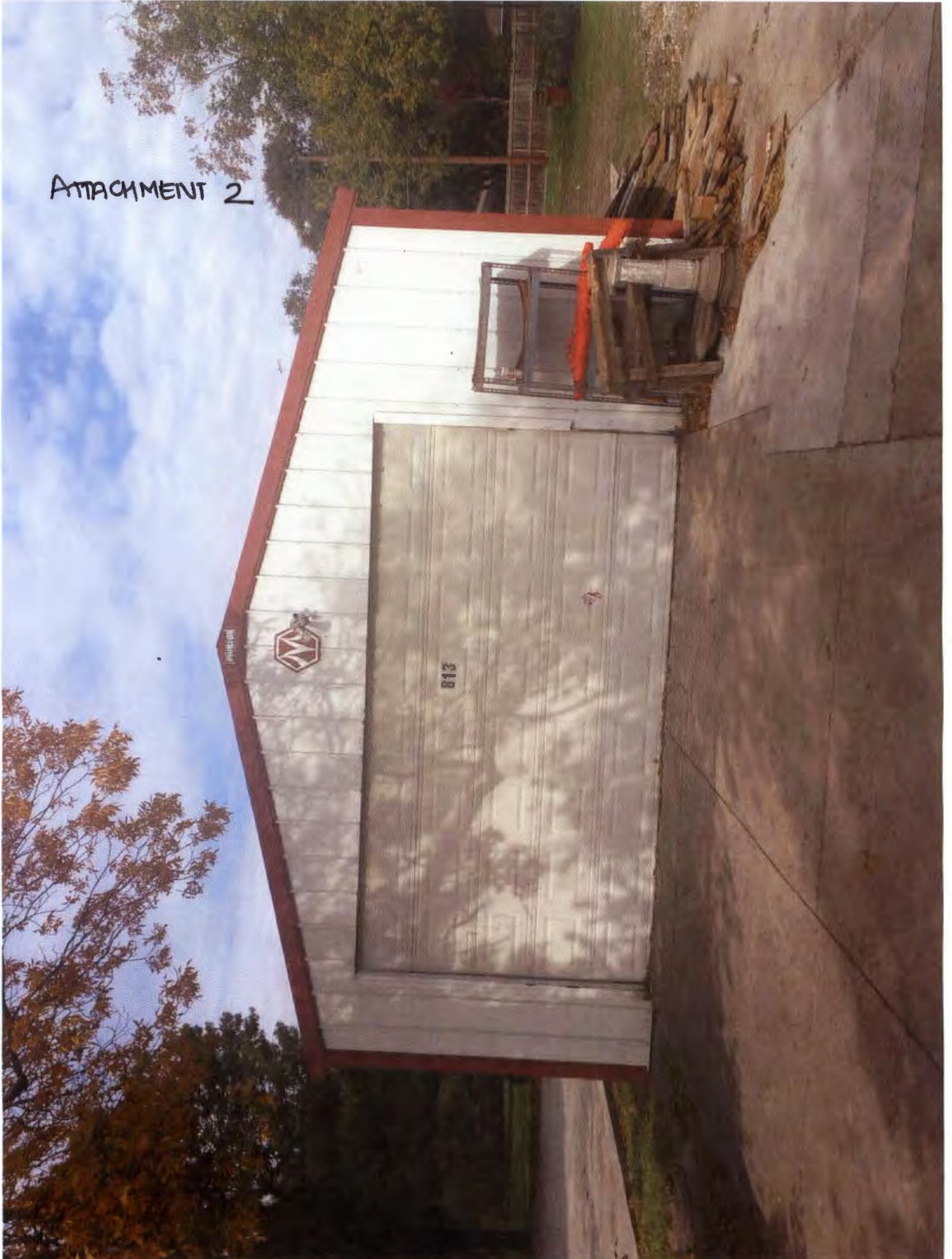


Aerial from 1997 shows the historic garage demolished and the existing garage structure



Aerial from 2003 shows the present detached garage structure

ATTACHMENT 2



ATTACHMENT 2
(CONTINUED)



ATTACHMENT 2
(CONTINUED)





BUCKHYNE, Inc.
 ANDY PAPSON
 4231 MODUN ST. MESQUITE, TEXAS 75150
 PH: (972) 979-0373 FAX: (972) 986-6646 email: andy.papson@buckhyn.com

813 18th STREET
 PLANO, TEXAS

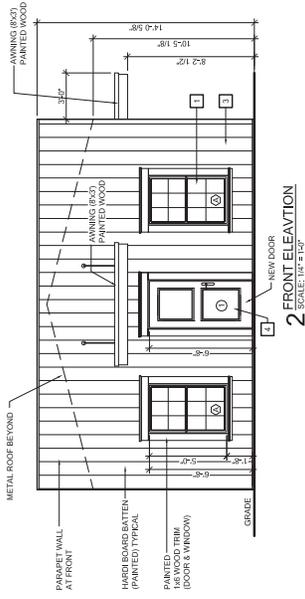
Project No. 103_18a_18a181
 Sheet 2 of 3
 Sheet Number
A2
 Drawn By: A.P.
 Date: 11-4-2019

DOOR SCHEDULE

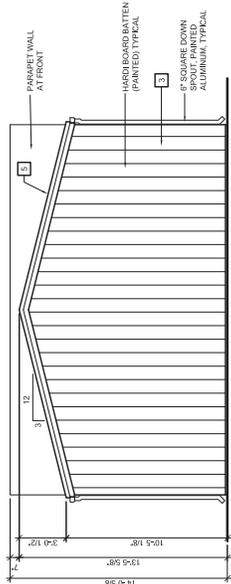
LABEL	SIZE	QTY.	SWING	FINISH	COMMENTS
1	3'-0"X5'-0"	1	R	WOOD CLAD	ENTRY DOOR, WITH CLOSER
2	15'-0"X7'-0"	4	L	WOOD CLAD	OVERHEAD GARAGE DOOR
3	3'-0"X3'-0"	1	L	WOOD CLAD	DOOR TO GARAGE, WITH CLOSER

WINDOW SCHEDULE

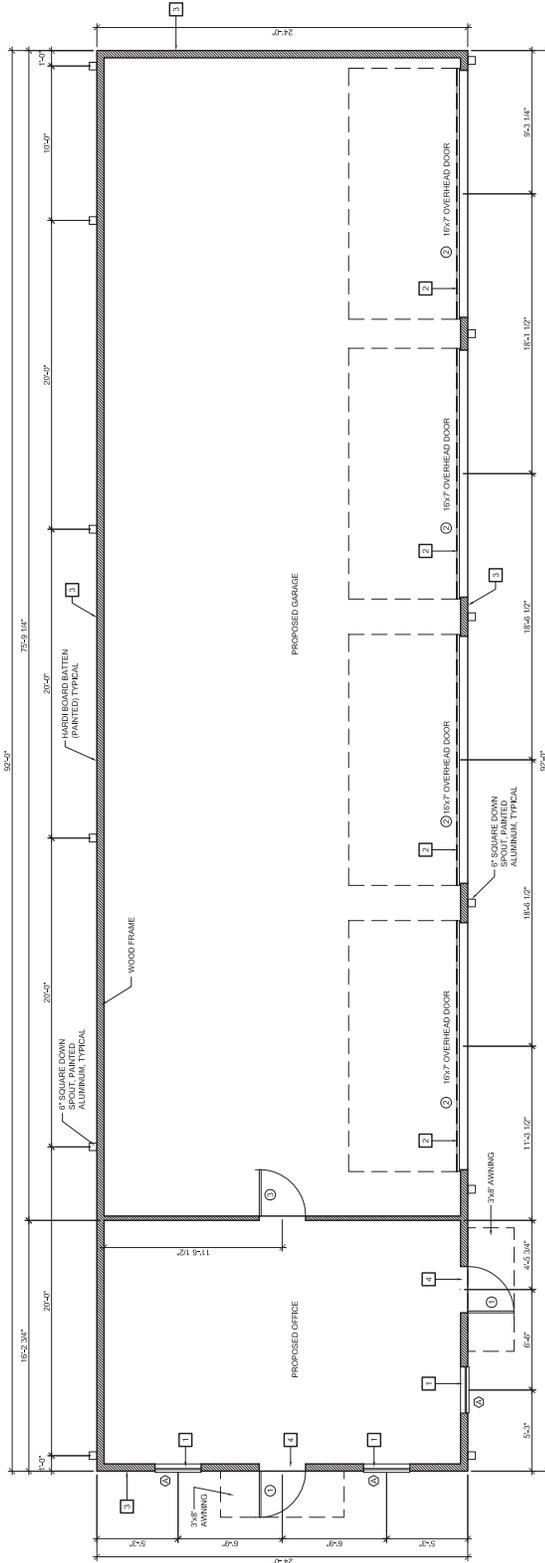
LABEL	SIZE	QTY.	STYLE	TYPE	FINISH	COMMENTS
A	3'-0"X5'-0"	3	CASHEMENT	WOOD CLAD	WOOD CLAD	6 COVER & DIMMED LITE



2 FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



3 REAR ELEVATION
 SCALE: 1/4" = 1'-0"



1 FLOOR PLAN
 SCALE: 1/4" = 1'-0"

REFERENCES:

NO.	DESCRIPTION
1	House and Garage window spec: Manufacture: Pella Style: Another Series (S5) - Pella Entrance Clad Wood Window Casement Color: White-paint to match trim, 6x32 Shevch Williams, Historical Colors, "Check-Light BLPF SW 0050" Hardware: Blinn, CQ Hubbed Bronze
2	Garage door spec: Manufacture: Overhead Door Style: 102 Light Emly Door Enclosures by Pella series Color: White-paint to match trim color of garagehouse Glass: none, Clear, non-reflectable Hardware: Blinn, CQ Hubbed Bronze
3	Roof Spec: Manufacture: Calumet Style: Sheet steel product (55% AZ20 coated steel) Color: un-painted

SHEETS PRINTED ON 11x17 PAPER ARE HALF SIZE

ATTACHMENT 4

Encompass by Pella® Entry Door Systems

In-Swing Wood Frame

Detailed Product Descriptions

Frame

- Primed pine frame with elevated jamb design that guards against moisture.
- Solid extruded aluminum sill is [Mill finish anodized] [Brass finish anodized] [Bronze finish anodized] with adjustable threshold.
- Factory-applied wood brickmould available.

Door Panels (Fiberglass units)

- Fiberglass exterior and interior skins with CFC-free foam insulating core.
- Square-edged top and bottom rails. Bull nosed composite lock stile and finger jointed hinge side stile.
- 22-1/2" solid wood lock block reinforces latch and deadbolt installations [oak] [mahogany]. 12-1/2" solid wood lock block reinforces latch and deadbolt installations [Smooth]
- Panel thickness is 1-11/16" (43 mm).
- Fiberglass grain [Mahogany] [Oak] [Smooth].
- Interior and exterior surfaces are [unfinished] [factory applied [stain finish¹] [paint finish¹]].²
- 20-minute fire panels are Warnock-Hersey labeled.³

Door Panels (Steel units)

- 24-gauge galvanized steel skins on exterior and interior with CFC-free foam insulating core.
- Composite top rail, bottom rail and stiles.
- 12-1/2" solid wood lock block reinforces latch and deadbolt installations
- Panel thickness is 1-11/16" (43 mm).
- Interior and exterior surfaces are [factory primed] [factory applied paint finish¹].
- 20-minute fire panels are Warnock-Hersey labeled.

Weatherstripping

- Compression type foam filled weatherstrip at head and jambs.
- Dual durometer extruded polymer with bulb at bottom rail of door panel will contact threshold and include drip.

Glazing System

- Quality float glass complying with ASTM C 1036.
- All glazing meets ANSI Z97.1 and U.S.C.P.S.C. Standard 16 CRF 1201.
- Glazing rims are expanded polypropylene.
 - Dual-seal insulating glass assemblies consisting of tempered: [multi-layer Low-E coated₄] [clear], or decorative glass designs of [Madeira] [Isabella] [Sheffield] [Artesian] [Rosetta] shall be installed into high performance glazing.

Exterior Finish

- Heads and jambs are factory primed.

Hardware and Hardware Prep

- Hinges are [three (3) per door panel on 6' 8" units] [four (4) per door panel on 8' 0" units].
- Hinge finish is [Brasstone Zinc Dichromate] [Satin Nickel] [Black].
- Each door panel is factory-prepped for [2-1/8" (54 mm) latch bore] [factory-prepped for 2-1/8" (54 mm) latch bore and 2-1/8" deadbolt, 5-1/2" (140 mm) on center]. Backset is [2-3/8" (60 mm)] [2-3/4" (70 mm)].
- All operable units are available with left- or right-hand hinging.

Optional Products

Grilles

- Fixed grilles
 - 7/8" profile fixed grilles are integrated into the polypropylene glazing frames.
 - Surfaces are [unfinished, ready for site finishing].

– or –
- Grilles-Between-the-Glass
 - Insulating glass contains 3/4" contoured aluminum grilles permanently installed between two panes of glass.
 - Grille pattern is three lights wide Traditional.
 - Grilles are White interior / White exterior.

– or –
- Blinds-Between-the-Glass
 - White aluminum blinds sealed between dual-pane clear insulating glass.
 - Cordless raise, lower and tilt operation.

ATTACHMENT 4 (CONTINUED)

Pella Architect Series® Hung

Rectangular and Arch Head Units, LX Double-, Single- and Simulated-Hung

Wood Exterior

Detailed Product Descriptions

Frame

- Select softwood, water-repellent, preservative-treated with EnduraGuard® triple wood protection in accordance with WDMA I.S.-4. EnduraGuard triple protection formula includes water-repellency, three active fungicides and an insecticide applied to the frame.
- Interior exposed surfaces are [pine] [mahogany] (standard rectangular windows only). Any curved member may have visible finger-jointed surfaces.
- Exterior surfaces are [pine] [mahogany].
- Overall frame depth is 4-3/8" (111 mm) for a wall depth of 4-3/16" (106 mm).
- Jamb liner is wood insert.
- Optional factory applied jamb extensions available for 4-9/16" (116 mm) and 7-3/16" (183 mm) wall depths, with Pella's standard wood exterior trim.

Sash

- Select softwood, water-repellent, preservative-treated with EnduraGuard triple wood protection in accordance with WDMA I.S.-4. EnduraGuard triple protection formula includes water-repellency, three active fungicides and an insecticide applied to the sash.
- Interior exposed surfaces are [pine] [mahogany] (standard rectangular windows only). Any curved member may have visible finger-jointed surfaces.
- Exterior surfaces are [pine] [mahogany].
- Corners [mortised and tenoned on rectangular units] [mitered on arch head units], glued and secured with metal fasteners.
- Sash thickness is 1-7/8" (47 mm).
- [Double-Hung: Upper sash has surface-mounted wash locks] [Single-Hung: Fixed upper sash has surface-mounted wash locks] [Arch Head units have no wash locks].
- Lower sash has concealed wash locks in lower check rail.
- Simulated-Hung units have non-operable upper and lower sashes.

Weatherstripping

- Water-stop santoprene-wrapped foam at head and sill.
- Thermoplastic elastomer bulb with slip coating set into lower sash for tight contact at check rail.
- Vinyl-wrapped foam inserted into jamb liner components to seal against sides of sash.

Glazing System

- Quality float glass complying with ASTM C 1036.
- Silicone-glazed 1 1/16" dual-seal insulating glass [clear] [Advanced Low-E coated with argon] [NaturalSun Low-E coated with argon] [SunDefense™ [dual] Low-E with argon] [[bronze] [gray] [green] Advanced Low-E coated with argon].
- Custom and high altitude glazing available.

Exterior

- [Pine: factory primed with one coat acrylic latex] [Mahogany: [factory primed with one coat acrylic latex] [Unfinished, ready for site finishing]].

Interior

- [Unfinished, ready for site finishing] [factory primed with one coat acrylic latex] [factory prefinished [White] [Linen White] [Bright White] [stain,]].

Hardware

- Galvanized block-and-tackle balances are connected to self-locking balance shoes which are connected to the sashes using zinc die cast terminals and concealed within the frame.
- Sash lock is [standard] [spoon-shaped]. Two sash locks on units with frame width 37" and greater.
 - Finish is [baked enamel [Champagne] [White] [Brown]] [Bright Brass] [Satin Nickel] [Oil-Rubbed Bronze].
- Optional sash lift furnished for field installation. Two lifts on units with frame width 37" and greater.
 - Finish is [baked enamel [Champagne] [White] [Brown]] [Bright Brass] [Satin Nickel] [Oil-Rubbed Bronze].
- [Simulated-Hung: Single-piece lock ties upper and lower sash together. When removed lower sash becomes operable.]
- Optional factory applied limited opening device available for rectangular and arch head vent units in stainless steel; nominal 3-3/4" opening. Limiting device concealed from view.

Optional Products

Grilles

ATTACHMENT 4 (CONTINUED)

- **Integral Light Technology® grilles**
 - Grilles are solid [7/8"] [1-1/4"] [2"] regular profile [pine] [mahogany].
 - Patterns are [Traditional] [Prairie] [Top Row] [New England] [Victorian].
 - Exterior surfaces are pine, water repellent, preservative-treated in accordance with WDMA I.S.-4, and are factory primed.
 - Interior surfaces are [unfinished, ready for site finishing] [factory primed] [pine: factory prefinished [White] [Linen White] [Bright White] [stain 1]].
 - Insulating glass contains foam grid between two panes of glass. Foam grid is adhered to the glass.
 - Grilles are adhered to both sides of the insulating glass with VHB acrylic adhesive tape and aligned with the foam grid.

– or –

- **Grilles-Between-the-Glass 2**
 - Insulating glass contains 3/4" contoured aluminum grilles permanently installed between two panes of glass.
 - Patterns are [Traditional] [Prairie] [Cross] [Top Row]
 - Interior color is [White] [Tan 2] [Brown 2] [Ivory] [Brickstone] [Harvest] [Cordovan].
 - Exterior color 5 is [White] [Tan] [Brown] [feature 3].

– or –

- **Removable grilles**
 - [[3/4"] [1-1/4"] [2"] regular] [[1-1/4"] [2"] colonial] profile, with [Traditional] [Prairie] patterns that are removable solid pine wood Grilles steel-pinned at joints and fitted to sash with steel clips and tacks.
 - Interior [unfinished, ready for site finishing] [factory primed] [pine: factory prefinished [White] [Linen White] [Bright White] [stain 1]].
 - Exterior [unfinished, ready for site finishing] [factory primed] [factory prefinished, finish color matched to exterior cladding 5].

Screens (for Double- and Single-Hung)

- **InView™ Screens**
 - [Half-Size] [Full-Size 4] black vinyl-coated 18/18 mesh fiberglass screen cloth complying with SMA 1201, set in aluminum frame fitted to outside of window, supplied complete with all necessary hardware.
 - Full screen spreader bar placed on units > 37" width or > 65" height.
 - Screen frame finish is [baked enamel, White] [feature 3].

– or –

- **Vivid View® Screens**
 - [Half-Size] [Full-Size 4] PVDF 21/17 mesh, minimum 78 percent light transmissive screen, set in aluminum frame fitted to outside of window, supplied complete with all necessary hardware.
 - Full screen spreader bar placed on units > 37" width or > 65" height.
 - Screen frame finish is [baked enamel, White] [feature 3].
 - Arch head units have half-size screen only.

- (1) Contact your local Pella sales representative for current color options.
- (2) Available in clear or Low-E insulating glass only. White exterior grille color is the only option for clear insulating glass.
- (3) Tan and Brown Interior GBG colors are available in single-tone (Brown/Brown or Tan/Tan). Other interior colors are also available with Tan or Brown exterior.
- (4) Full screens are available on units ≤ 96" height.
- (5) Appearance of exterior grille color will vary depending on Low-E coating on glass.

doubt that a repair is a minor in-kind repair, the Heritage Preservation Officer should be consulted.

Sec. 16-116. Demolition or removal of heritage resources.

- (A) Purpose. Demolition or removal of any heritage property, pre-designated heritage resource, designated heritage resource, or structure located within a designated heritage district constitutes an irreplaceable loss affecting the quality of life and character of the city. Therefore, a demolition or removal of heritage property shall be allowed only in limited situations.
- (B) Procedure. An owner seeking demolition or removal of a structure shall submit a complete application to the Chief Building Official. The Building Official shall immediately forward the application to the Heritage Preservation Officer (HPO). The HPO shall forward a completed application to the Heritage Preservation Commission.
- (C) Application. An application for demolition of any structure located within a designated heritage district must be signed and sworn to by all the owners of the property or their duly authorized representatives. Applicants for demolition or removal of individually designated resources shall state one of the following reasons for removal or demolition, and shall provide the corresponding documentation to substantiate the request for removal or demolition. If the applicant seeks to demolish or remove a structure for more than one reason, he/she shall provide all documentation required for each reason. Applicants for demolition or removal of a heritage resource property other than an individually designated resource shall solely be required to provide the documentation listed in 16-116(C) (1)(a).

If the information requested is not available or cannot be provided, the applicant must state the item that is unavailable and provide an explanation regarding its absence from the application.

- (1) Replacing an existing structure with another structure.

An application for demolition or removal for the purpose of replacing the existing structure with another structure and all other Heritage resource property application for demolition or removal for any purpose shall include the documentation listed below.

- a. Records depicting the original construction of the existing structure, including drawings, pictures, or written descriptions.
- b. Records depicting the current condition of the existing structure, including drawings, photographs, or written descriptions.
- c. Estimated cost of restoration and/or repair.

DATE: February 18, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 17, 2014

**AGENDA ITEM NO. 10 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT - THOROUGHFARE PLAN MAP
APPLICANT: CITY OF PLANO**

Request to amend the Thoroughfare Plan Map of the Comprehensive Plan.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved as submitted.

SS/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 17, 2014

Agenda Item No. 10

Public Hearing: Comprehensive Plan Amendment - Thoroughfare Plan Map

Applicant: City of Plano

DESCRIPTION:

Request to amend the Thoroughfare Plan Map of the Comprehensive Plan.

REMARKS:

The City of Plano proposes two amendments to the Thoroughfare Plan Map of the Comprehensive Plan. The first amendment is located in the southwest quadrant of the Sam Rayburn Tollway/State Highway 121 and Preston Road intersection. The second amendment will provide a connection from the U.S. Highway 75 northbound frontage road to K Avenue.

First Amendment - State Highway 121 and Preston Road

The Thoroughfare Plan Map presently shows a Type F thoroughfare (60 foot right-of-way width) west of Preston Road and then turning north to State Highway 121. The Planning & Zoning Commission approved a concept plan for the Village at 121 Addition at the February 3, 2014 meeting. The approved concept plan calls for the extension of Towne Square Drive west of Preston Road and for Belleview Drive north of Headquarters Drive into the site. A public way will extend north of the proposed intersection of Belleview Drive and Towne Square Drive and provide access to the State Highway 121 eastbound frontage road. The proposed amendment to the Thoroughfare Plan will redirect the Type F Thoroughfare to the west and south along the proposed alignments of Towne Square Drive and Belleview Drive (see oval no. 1 on attached Thoroughfare Plan Map).

Second Amendment - U.S. Highway 75 and K Avenue

The second amendment is an addition to the Thoroughfare Plan map of a Type F thoroughfare from U.S. Highway 75 to K Avenue, about halfway between Parker Road and Spring Creek Parkway (see oval no. 2 on attached Thoroughfare Plan Map). The

roadway would require an overpass over the Dallas Area Rapid Transit (DART) railroad right-of-way, and would connect the northbound frontage road of U.S. Highway 75 with K Avenue.

The purpose of the roadway is to provide a more direct option for motorists visiting the businesses along the east side of U.S. Highway 75, north of Parker Road, to travel southbound from the area. There are no direct routes at this time. Motorists must drive one mile north to the Spring Creek Parkway intersection with U.S. Highway 75 or navigate through surface parking lots of businesses to exit to the south of this location.

Impact of the Amendments

The Traffic Engineering Division has reviewed the proposed amendments to the Thoroughfare Plan Map and concludes that the new roadways would improve access and traffic flow at the two locations.

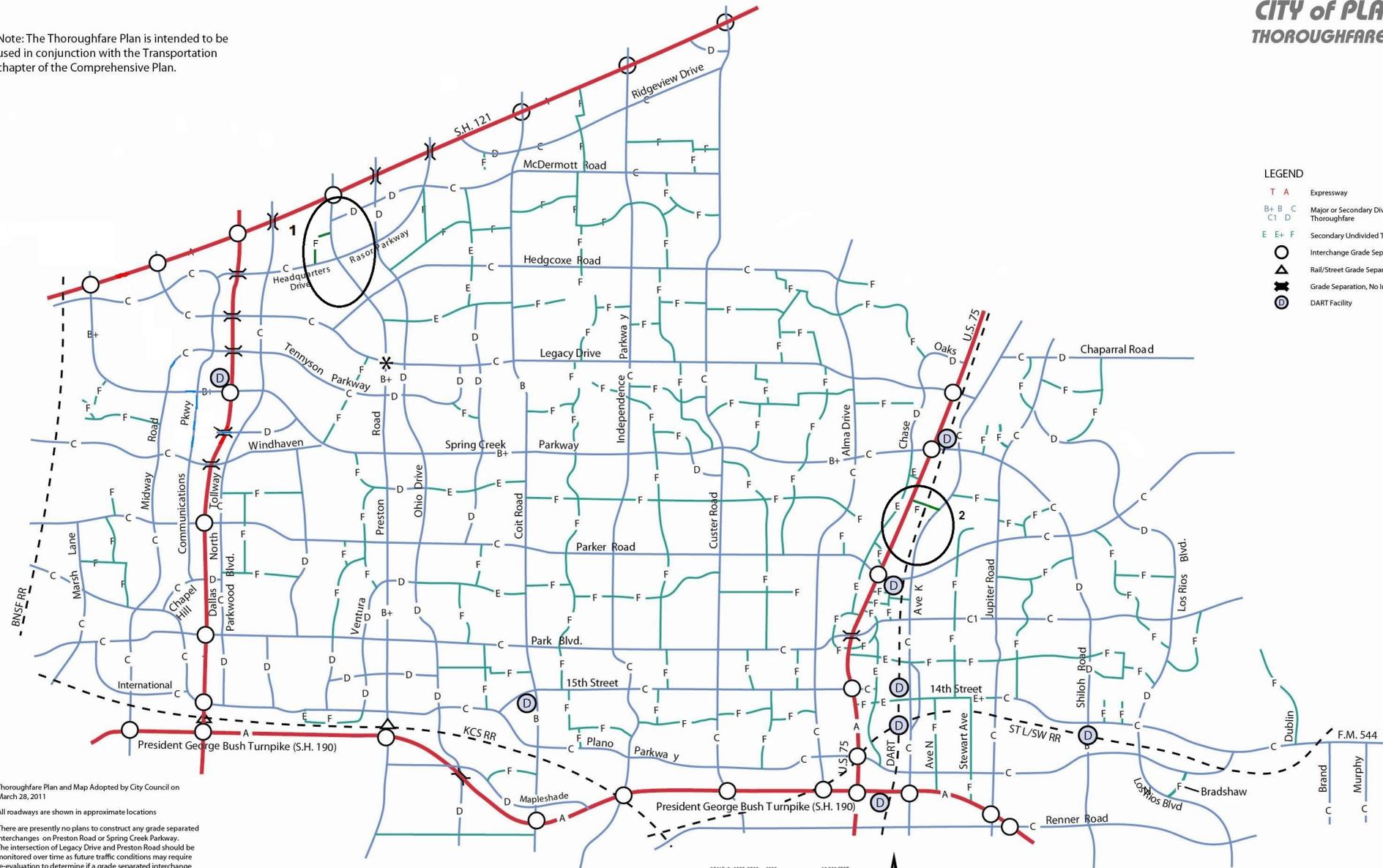
RECOMMENDATION:

Recommended for approval as submitted.

Note: The Thoroughfare Plan is intended to be used in conjunction with the Transportation chapter of the Comprehensive Plan.

LEGEND

T	A	Expressway	
B+	B	C	Major or Secondary Divided Thoroughfare
C	1	D	
E	E+	F	Secondary Undivided Thoroughfare
○			Interchange Grade Separation
△			Rail/Street Grade Separation
✕			Grade Separation, No Interchange
⊙			DART Facility

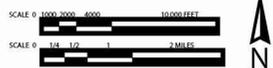


Thoroughfare Plan and Map Adopted by City Council on March 28, 2011

All roadways are shown in approximate locations

*There are presently no plans to construct any grade separated interchanges on Preston Road or Spring Creek Parkway. The intersection of Legacy Drive and Preston Road should be monitored over time as future traffic conditions may require re-evaluation to determine if a grade separated interchange would be necessary.

The section of Shiloh Road between Parker Road and 14th Street is subject to the design and development phasing plan defined in Resolution Number 98-2-23(R).



An Ordinance of the City of Plano, Texas, amending the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date.

WHEREAS, the Comprehensive Plan of the City of Plano provides for regular monitoring and updating, as needed; and

WHEREAS, the Thoroughfare Plan map was last updated on December 10, 2012, (Ordinance No. 2012-12-7); and

WHEREAS, the Planning & Zoning Commission has reviewed the proposed amendments to the Thoroughfare Plan map of the Comprehensive Plan redirecting the Type F Thoroughfare to the west and south along proposed alignments of Towne Square Drive and Belleview Drive, and the addition of a Type F Thoroughfare from U.S. Highway 75 to K Avenue, about halfway between Parker Road and Spring Creek Parkway, during a public hearing held on February 17, 2014; and

WHEREAS, City Council has provided an opportunity for public review and input on the proposed map amendment to the Comprehensive Plan, and after receipt of the same wishes to approve the amendment to the Comprehensive Plan as a tool to provide guidance in transportation regulations; and

WHEREAS, the City Council held a public hearing on February 24, 2014 open to all persons wishing to comment on the proposed map amendment; and

WHEREAS, the City Council, having been presented the proposed map amendment, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the amended Thoroughfare Plan map of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano.

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

Section I. The Thoroughfare Plan map of the Comprehensive Plan is hereby amended redirecting the Type F Thoroughfare to the west and south along proposed alignments of Towne Square Drive and Belleview Drive, and the addition of a Type F Thoroughfare from U.S. Highway 75 to K Avenue, about halfway between Parker Road and Spring Creek Parkway, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

Section II. The Comprehensive Plan provides a general framework of objectives and strategies for the long range development of the City. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, the Planning & Zoning Commission, or other City body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the City to rezone property or amend development standards.

Section V. The Comprehensive Plan does not obligate the City to expend funds on any of the recommendations for possible activities, projects or studies.

Section VI. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VII. City staff is permitted to add to or modify the literary and exhibit contents of the amended Transportation Element with such materials as graphs, tables, indexes, maps, background materials, additional policy statements, etc., so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VIII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED THIS 24TH DAY OF FEBRUARY, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

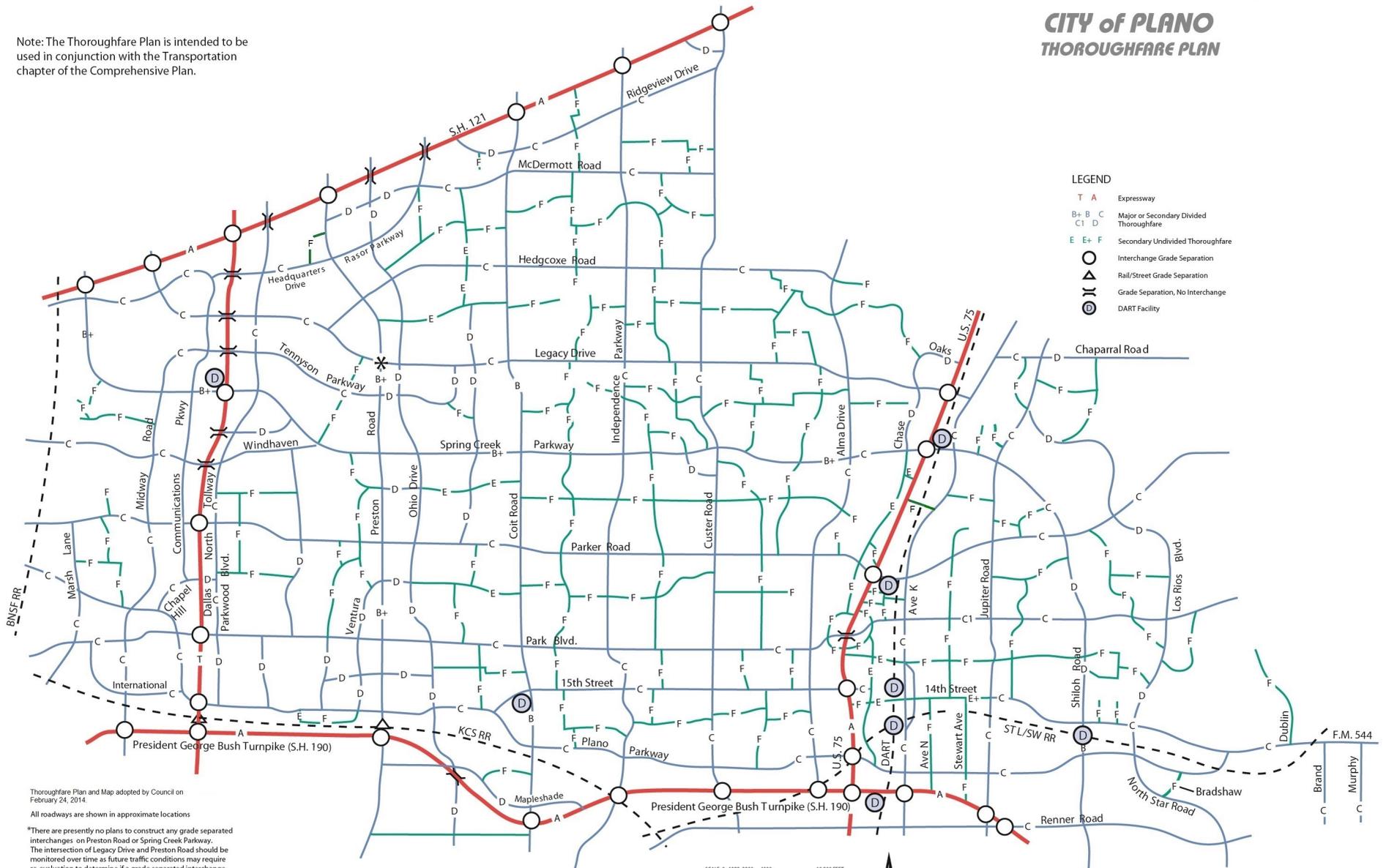
Paige Mims, CITY ATTORNEY

Note: The Thoroughfare Plan is intended to be used in conjunction with the Transportation chapter of the Comprehensive Plan.

CITY OF PLANO THOROUGHFARE PLAN

LEGEND

- T A Expressway
- B+ B C Major or Secondary Divided Thoroughfare
- C1 D
- E E+ F Secondary Undivided Thoroughfare
- Interchange Grade Separation
- △ Rail/Street Grade Separation
- ⌘ Grade Separation, No Interchange
- ⊙ DART Facility



Thoroughfare Plan and Map adopted by Council on February 24, 2014.
All roadways are shown in approximate locations

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