

# CITY COUNCIL

1520 AVENUE K



DATE: 4/11/2011

CALL TO ORDER: 7:00 p.m.

INVOCATION: Reverend Janet Collinsworth  
St. Andrew United Methodist Church

PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Presentation: Volunteer Dollar Value Recognition</p> <p>Proclamation: National Volunteer Week</p> <p>Presentation: Chief Gregory Rushin, 25 Year Anniversary</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b> March 28, 2011</p>	
(b)	<p><b><u>Approval of Expenditures</u></b> <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b> Bid No. 2011-83-B for the Spring Creek Parkway Railroad Track Removal, Project No. 6092, to Jim Bowman Construction Company, L.P. in the amount of \$75,330 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p><b><u>Purchase from an Existing Contract</u></b> To approve the purchase of audio equipment and a replacement PA system and speakers for the Carpenter Park Recreation Center renovation in the amount of \$74,593 from Schoolhouse Audio Visual through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract R4706).</p>	
(d)	<p><b><u>Approval of Change Order</u></b> To ARK Contracting, LLC, increasing the contract by \$73,400 for the Park System Pond Restoration, Project No. 5895, Change Order No. 1. Original Bid No. 2011-24-B.</p>	
(e)	<p><b><u>Approval of Expenditure</u></b> To approve the purchase of an upgrade to the pneumatic controls for the thermostats and controllers and an upgrade to a total of 79 terminal boxes at Robinson Justice Center in the amount of \$146,587 from Johnson Controls, Inc. through an existing contract with Choice Facilities Partners and authorizing the City Manager to execute all necessary documents. (Choice Facility Partners Contract Number 09/003JC-01)</p>	
(f)	<p><b><u>Adoption of Resolutions</u></b> To approve the assignment of a Tax Abatement Agreement from KanAm Grund Kapitalanlagegesellschaft mbH, a German limited liability company to FSP Legacy Tennyson Circle LLC, a Delaware limited liability company and approving an amendment to the agreement reflecting same and removing the Lessee, Denbury Onshore LLC, a Delaware limited liability company from the Agreement; authorizing its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of an Amended Restated Agreement by and between the City of Plano, Texas, a home rule municipal corporation, the County of Collin, Texas, Capital One, National Association, a national banking association, and Capital One Auto Finance, Inc., a Texas Corporation; and providing for consolidation of the abatements for the separate phases of the Capital One Project in Reinvestment Zone 111 into one Agreement; and authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(h) To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to enact a school zone on the section of North Star Road from a point 1,500 feet south of Plano Parkway south to the south City limits; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p>(i) To repeal Appendix B—Cable Television Franchise of the Code of Ordinances of the City of Plano, Texas to repeal Ordinance No. 83-7-8 granting a franchise to Telecable of Plano, Inc., its successors or assigns, to own and operate and maintain a cable communications system in the City of Plano, Texas; setting forth conditions accompanying the grant of franchise; providing for the regulation and use of said system; and providing an effective date.</p> <p>(j) To amend the Transportation Element of the Comprehensive Plan along with the Future Land Use Plan map and Thoroughfare Plan map as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter 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 (Approved by City Council 3/28/11)</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/11/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Presentation: Volunteer Dollar Value Recognition				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		04/11/2011			
Department:		City Manager's Office			
Department Head		Bruce Glasscock			
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>					
<b>CAPTION</b>					
Proclamation: National Volunteer Week					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:		<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):</b>					
<b>COMMENTS:</b>					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		04/11/2011			
Department:		City Manager's Office			
Department Head		Bruce Glasscock			
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>					
<b>CAPTION</b>					
Presentation: Chief Gregory Rushin, 25 Year Anniversary					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:		<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
March 28, 2011**

**COUNCIL MEMBERS**

Phil Dyer, Mayor  
Lee Dunlap, Mayor Pro Tem  
Pat Miner, Deputy Mayor Pro Tem  
Ben Harris  
André Davidson  
Lissa Smith  
Harry LaRosiliere  
Jean Callison

**STAFF**

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

Mayor Dyer called the meeting to order at 5:05 p.m., Monday, March 28, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:16 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and to receive information regarding Economic Development, Section 551.087; 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 Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:54 p.m.

**Consideration and Action Resulting From Executive Session**

No items were discussed.

**TMRS Presentation**

Texas Municipal Retirement System Regional Manager David Rodriguez spoke to the City of Plano plan in which employees contribute 7% and the City matches two-to-one upon retirement. He spoke to five-year vesting/twenty-year retirement and advised that during the last year, 9.1% was credited as interest with 5% interest contributed to individual member accounts, which is in line with board policy; 7.5% interest to cities; and the remainder to a reserve for use when interest rates are down. He advised that a bill in the legislature recommends fund restructuring by combining the municipality accumulation, employee and service annuity reserve funds into one account which would reduce volatility and protect cities from downside risk.

Mr. Rodriguez advised that with passage, Plano's full contribution rate would decrease by approximately \$500,000; advised that funds for each municipality do not comingle; and spoke to Plano's current fund ratio of 69% assets to liabilities with a goal of 80%. He advised that the TMRS plan is soundly financed and has never been unfunded, and spoke to benefits provided through employee contributions, interest accumulated and city-matches.

### **Discussion and Direction on the Planning and Zoning Commission's Recommendations on Goals for New Residential Units and Commercial Space Near the Proposed 12<sup>th</sup> Street Station**

Director of Planning Jarrell advised that the Planning and Zoning Commission concurred with Staff goals of 800-1000 new housing units and 100,000 square feet of new commercial space in the area near the proposed 12<sup>th</sup> Street Station and spoke regarding the Commission's view that the City should be open to a higher density than 60 dwelling units per acre. She further advised that they recommended encouragement of a mix of housing types and considered the goal for commercial space as high, but spoke to adjustments that could be made as development occurs. Ms. Jarrell spoke to review of vacant/underutilized properties that might be available for residential uses and support of commercial activity by access to K Avenue and Municipal Drive. She advised that development is moving southward even without another rail station and responded to the Council stating that downtown apartments have a 95% occupancy rate. Mayor Pro Tem Dunlap spoke in support of Staff's recommendation for commercial space and Ms. Jarrell spoke to service uses. The Council concurred to support the goals and Ms. Jarrell advised that Staff would begin review of the conceptual plan and appropriate zoning for the area.

### **Discussion and Direction on Initiating Amendments to the Zoning Ordinance to Address Programs Sponsored by Religious Institutions to Provide Temporary Housing for the Homeless**

Mayor Dyer spoke to reconsidering temporary housing programs sponsored by religious institutions in order to address homelessness in the City through the efforts of non-profit organizations. He spoke to clarification of the definition of religious institutions and Council Member LaRosiliere spoke to regulating the number of locations though a minimal size requirement. City Attorney Wetherbee spoke to careful determination of parameters for regulation. Council Member Davidson spoke to reviewing opportunities for public/private partnership addressing social issues and to determining parameters including those for parking. Ms. Jarrell responded to the Council, advising that any changes that are made will be in place for future programs and the Council stated a consensus to refer the item to the Planning and Zoning Commission for consideration.

## **Comprehensive Monthly Financial Report**

Director of Finance Tacke advised that for the Month of February 2011, General, Water/Sewer, Civic Center and Golf Course funds were up as compared to last year. She spoke to actual General Fund revenues being down \$3.9 million due to the decrease in ad valorem taxes and court fine revenues offset by an increase in sales tax. Ms. Tacked advised that General Fund expenditures are down \$3.6 million with overall personnel costs down \$1.8 million. She spoke to the increase in the unemployment rate to 7.4%, the increase of 13.66% in sales tax, and responded to the Council regarding funding of the environmental education facility.

## **Boards and Commissions Annual Appointment Process**

City Secretary Zucco advised that Staff recommended moving the reappointments to June in order to provide citizens information regarding the number of board openings available. She further spoke to notification via an "e-blast" and small utility flyer during the month of July and requested approval for scheduled receptions. Ms. Zucco advised regarding the success of the paperless system and reviewed the calendar of events. Council concurred in approving recommendations as presented.

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

No items were discussed.

## **Consent and Regular Agenda**

Mayor Pro Tem Dunlap requested Consent Agenda Item "G," Bid No. 2011-80-B for the 2010-11 Pavement Maintenance Phase I, Project No. 6110, to Jerusalem Corporation in the amount of \$383,443, be removed for individual consideration due to a possible conflict of interest.

Council Member Davidson requested Consent Agenda Item "P," To approve the Third Modification of the contract by and between the City and Columbia Medical Center of Plano Subsidiary, L.P. for Wellness and Safety Program to reduce the contract amount be removed for individual consideration due to a possible conflict of interest and advised that she would be stepping down on Regular Agenda Item "3," an Ordinance as requested in Zoning Case 2011-03 to grant Specific Use Permit No. 609 so as to allow a Helistop located at the southwest corner of Amelia Court and American Drive, due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:51 p.m.

---

**Phil Dyer, Mayor**

ATTEST:

---

Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**March 28, 2011**

**COUNCIL MEMBERS**

Phil Dyer, Mayor  
Lee Dunlap, Mayor Pro Tem  
Pat Miner, Deputy Mayor Pro Tem  
Ben Harris  
André Davidson  
Lissa Smith  
Harry LaRosiliere  
Jean Callison

**STAFF**

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

Mayor Dyer convened the Council into the Regular Session on Monday, March 28, 2011, at 7:09 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Jessie Prince, Executive Pastor of Grace Outreach Center and the Pledge of Allegiance was led by Jr. Girl Scout Troop 1861 of Dooley Elementary and McCall Elementary.

Mayor Dyer presented a proclamation recognizing Sexual Assault Awareness and Prevention Month; received an Achievement of Excellence in Libraries Award presented to the Plano Public Library System; presented special recognition to the Plano Public Library System; and recognized Alan Upchurch, Director of Public Works and Engineering.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

Upon the request of Mayor Pro Tem Dunlap, Consent Agenda Item “G” was removed for individual consideration due to a possible conflict of interest.

Upon the request of Council Member Davidson, Consent Agenda Item “P” was removed for individual consideration. She further advised that she would be stepping down on Regular Agenda Item “3” due to a possible conflict of interest.

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

**Approval of Minutes** (Consent Agenda Item "A")

February 28, 2011

March 9, 2011

**Approval of Expenditures**

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

**Bid No. 2011-73-C** for a one (1) year contract with three (3) optional one year renewals for Tree Maintenance for the Parks and Recreation Department to Somerset Landscape Maintenance in the estimated annual amount of \$60,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2011-22-C** for a one (1) year contract with three (3) City optional renewals to purchase biodegradable paper bags for Warehouse Inventory to be utilized by Sustainability and Environmental Services from Duro Bag Manufacturing Co. Inc. in an estimated amount of \$62,986 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**Bid No. 2011-79-C** for Annual Contract for Athletic Field Mowing Landscape Maintenance for the Parks and Recreation Department to O'Donnell's Landscape Services, Inc. in the amount of \$71,916 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

**Bid No. 2011-35-C** for Custodial Services - Various Locations, to OJS Systems, Inc., in the estimated annual amount of \$1,055,808 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

**Bid No. 2011-74-B** for the 2010-11 Brick Screening Wall Panel Replacement, Project No. 6112, to Tracon Ventures, LTD. in the amount of \$248,700 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

**Bid No. 2011-86-B** for Russell Creek Sewer Main Rehabilitation Phase 2 to Insituform Technologies, Inc., in the amount of \$818,681 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

**Purchase from an Existing Contract**

To approve the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract #GRO-10) (Consent Agenda Item "I")

To approve the purchase of Facilities Maintenance Building Roof Replacement in the amount of \$64,800 from R&B Roofing, LLC and U.S. Ply, Inc., through an existing contract/agreement with Texas Multiple Award Schedule (TXMAS) and authorizing the City Manager to execute all necessary documents. (TXMAS Contract Number 10-56030-1) (Consent Agenda Item “J”)

To approve the purchase of WebEOC (an emergency incident management software) for the Department of Emergency Management in the amount of \$110,342 from Emergency Services Integrators through an existing contract with the State of Texas Department of Information Resources, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-822) (Consent Agenda Item “K”)

To approve the purchase of office supplies for City departments in the estimated annual amount of \$240,000 from Office Depot Inc. through an existing contract with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN #R5023) (Consent Agenda Item “L”)

To approve the purchase of fitness equipment for the Carpenter Park Recreation Center renovation in the amount of \$249,268 from Fitco Fitness Center Outfitters and Bodyworks Fitness Equipment through an existing contract with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 336-10) (Consent Agenda Item “M”)

To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$254,315 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth Contract # 07-0191) (Consent Agenda Item “N”)

**Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)**

To approve Professional Services Contract by and between City of Plano and CSL Marketing Group, LLC, for a term of one (1) year for the MP3 project Revenue Generation through Municipal Marketing. CSL Marketing Group will be seeking sponsorships for the program on behalf of the City for a \$72,000 annual retainer plus a not to exceed \$78,000 in concept and signage production fees and expenses. (Consent Agenda Item “O”)

**Approval of Contract Modification**

To approve and authorize Contract Modification No. 1 for the purchase of Engineering Design Services for Project No. 5925 – Preston Road Corridor in the amount of \$85,850 from Huit-Zollars, Inc. This modification will provide for the addition of the intersection of Preston Road and Tennyson Parkway to the original contract. (Consent Agenda Item “Q”)

**Approval of Change Order**

To HMC Asphalt & Concrete Construction, Inc., increasing the contract by \$52,090 for the 2008-09 Sidewalk Construction, Project No. 5988, Change Order No. 1, Bid No. 2010-60-B, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “R”)

## **Approval of Expenditure**

To approve a 30-day contract extension with UBM Enterprise, Inc. for Custodial Services in the amount of \$92,330 to facilitate the transfer from UBM Enterprises to the newly recommended contractor, and authorizing the City Manager to execute any necessary documents. (Current Contract Number 2007-63-C) (Consent Agenda Item “S”)

## **Adoption of Resolutions**

**Resolution No. 2011-3-7(R):** To approve the terms and conditions of an Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor; and providing an effective date. (Consent Agenda Item “T”)

**Resolution No. 2011-3-8(R):** To amend a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, by and between the City of Plano, Texas, and AT&T Mobility Texas LLC, a Delaware limited liability company, to install, and operate telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “U”)

**Resolution No. 2011-3-9(R):** To amend a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, and a First Amendment to Communications Facilities License approved by Plano City Council on March 12, 2009, by and between the City of Plano, Texas, and AT&T Mobility Texas LLC, a Delaware limited liability company, to install, and operate telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “V”)

**Resolution No. 2011-3-10(R):** To amend a Communication Facilities License Agreement approved by Plano City Council on March 8, 2002, by and between the City of Plano, Texas, and AT&T Mobility Texas LLC, a Delaware limited liability company, to install, and operate telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “W”)

**Resolution No. 2011-3-11(R):** To amend a Communication Facilities License Agreement approved by Plano City Council on October 6, 1999, and a First Amendment to Communications Facilities License approved by Plano City Council on September 11, 2008, by and between the City of Plano, Texas, and AT&T Mobility Texas LLC, a Delaware limited liability company, to install, and operate telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “X”)

**Resolution No. 2011-3-12(R):** To approve the assignment of the Public Rights-of-Way Use Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the Agreement reflecting same. (Consent Agenda Item “Y”)

**Resolution No. 2011-3-13(R):** To approve the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same. (Consent Agenda Item “Z”)

**Resolution No. 2011-3-14(R):** To approve the Investment Portfolio Summary for the quarter ending December 31, 2010 and providing an effective date. (Consent Agenda Item “AA”)

**Resolution No. 2011-3-15(R):** To designate authorized representatives and investment officers of the City of Plano to transact business with TexPool/TexPool Prime, public funds investment pool; and providing an effective date. (Consent Agenda Item “BB”)

### **Adoption of Ordinances**

**Ordinance No. 2011-3-16:** To transfer the sum of \$150,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for implementation of the Plano Star Program; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “CC”)

**Ordinance No. 2011-3-17:** To repeal Ordinance No. 2010-11-15; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “DD”)

**Ordinance No. 2011-3-18:** To adopt and enact Supplement Number 93 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 “EE”)

**Ordinance No. 2011-3-19:** To amend Section 2-313. Duties and responsibilities of Article XVII. Board and Commission Review Committee, of Chapter 2 Administration of the City of Plano Code of Ordinances and providing an effective date. (Consent Agenda Item “FF”)

**Ordinance No. 2011-3-20:** To amend Ordinance No. 2011-2-5, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, by expanding the list of early voting polling locations; and providing a repealer clause, and an effective date. (Consent Agenda Item “GG”)

### **END OF CONSENT**

Due to a possible conflict of interest, Mayor Pro Tem Dunlap stepped down from the bench on the following item.

**Bid No. 2011-80-B** for the 2010-11 Pavement Maintenance Phase I, Project No. 6110, to Jerusalem Corporation in the amount of \$383,443 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to approve Bid No. 2011-80-B for the 2010-11 Pavement Maintenance Phase I, Project No. 6110, to Jerusalem Corporation in the amount of \$383,443.

Mayor Pro Tem Dunlap resumed his place at the bench.

Due to a possible conflict of interest, Council Member Davidson stepped down from the bench on the following item.

**To approve the Third Modification** of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$162,800 as provided in the Second Modification to \$64,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 7-0 to approve the Third Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano for Wellness and Safety Program to reduce the contract amount from \$162,800 as provided in the Second Modification to \$64,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13.

Council Member Davidson resumed her place at the bench.

**Presentation of the 2010-11 Status Report and Three-Year Financial Forecast to the City Council** (Regular Agenda Item “1”)

Director of Budget and Research Rhodes-Whitley provided a recap of the 2010-11 Budget advising that combined expenditures total \$396 million and consist of water/sewer, public safety, debt service and general government spending while projected revenues for the General Fund are \$202 million from property tax, sales tax and fees/fines. She spoke to General Fund expenditures for Public Safety (50%), non-departmental (18%), Parks and Recreation (10%) and general administration (6%). Ms. Rhodes-Whitley further advised that salaries and wages account for 68% of expenditures with the majority in Public Safety related departments. Ms. Rhodes-Whitley reviewed reductions taken from 2008-11 which resulted in a total loss of \$32.5 million from the General Fund, increased fees/fines of \$2.5 million, adoption of a 1.51 cent tax increase to cover additional debt requirements and elimination of 129 full-time and 17 part-time positions.

## **Presentation of the 2010-11 Status Report and Three-Year Financial Forecast (Cont'd)**

Ms. Rhodes-Whitley advised that every annual budget is statutorily required to be balanced; fund deficits are assumed to be rectified in the year projected; \$9.3 million is the projected deficit for 2011-12; and 31 cents will be required to be transferred from operations/maintenance to pay for debt. She reviewed items contributing to the deficit including declines in court fines, property tax revenues, interest earnings, and building/development fees; and increases in TMRS costs, health care costs, transfer to the loss fund, PC replacement, Capital Improvement Projects, and a transfer to the Plano Television Network. Ms. Rhodes-Whitley advised that projections do not include salary increases or inflation to operation/maintenance expenses and include attrition, increased health insurance costs, and changes to the Retirement Security Plan and Texas Municipal Retirement System. She spoke to Capital Improvement Projects absorbed within the existing ad valorem tax rate, and exclusion of program enhancements or debt for the Arts of Collin County project. Ms. Rhodes-Whitley advised that projections pass through anticipated water district increases and that Staff will review convention and tourism fees/expenditures.

Ms. Rhodes-Whitley spoke to departments covering the inflation factor in their estimated budget and advised regarding public hearings that may be required. Council Member LaRosiliere requested additional information regarding the Capital Reserve Fund. City Manager Glasscock spoke to the worksession scheduled for April 4, 2011, to review funds and their restrictions along with financial policies.

**Ordinance No. 2011-3-21:** To provide certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$32,367; providing a severability clause, an effective date, and consideration of the appeals of the Heritage Commission's recommended denial of tax exemption for 1211 15th Street, 1407 15th Street, 909 18th Street, and 1701 H Avenue. (Regular Agenda Item "2")

Heritage Preservation Officer Hersch reviewed 2011 exemption recommendations based on use and designation, and spoke regarding the annual survey and decision process. She spoke to review of 72 properties resulting in 67 recommendations with \$32,366.79 in City tax exemptions and to those properties that have appealed. Randy Edwards, representing 1211 East 15<sup>th</sup> Street spoke regarding financial issues and advised that repairs have been completed. Harriet Linz, representing 1407 15<sup>th</sup> Street spoke regarding personal issues and advised that repairs have been completed. Council Member Smith spoke to the difficult economic times and made a motion for approval with Deputy Mayor Pro Tem Miner seconding. No vote was taken at this time.

Melissa O'Neal, representing 1701 H Avenue, spoke to driveway repairs costing \$20,000 and impacting future improvements to the home. Ms. Hersch and Planning Director Jarrell stated that if the driveway were to deteriorate and become gravel-only in nature, it would be referred to the Property Standards Department.

Upon the motion made by Council Member Smith and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to approve certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation and approving the appeals for 1211 15th Street, 1407 15th Street, 909 18th Street, and 1701 H Avenue; and further to adopt Ordinance No. 2011-3-21.

Due to a possible conflict of interest, Council Member Davidson stepped down from the bench on the following item.

**Public Hearing and adoption of Ordinance No. 2011-3-22** as requested in Zoning Case 2011-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land located at the southwest corner of Amelia Court and American Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-137-General Office; 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: HSP of Texas, Inc./Medical Center of Plano (Regular Agenda Item “3”)

Planning Manager Firgens spoke to the request for a helistop adjacent to the existing stop and including no refueling, maintenance or repairs. She advised that currently, the hospital clears an area in the parking lot when there is a request for a second landing and reviewed neighboring zoning, advising that the Planning and Zoning Commission recommends approval subject to the Helistop locations being minimum 300-foot setback from residential zoning district boundary lines. Ms. Firgens reviewed the notification process for area residents.

Mayor Dyer opened the Public Hearing. Glenn Wallace, representing the applicant, spoke to the proposed site close to the existing helistop, providing close access to the emergency room entrance, the distance from residential areas and the hospital operating as a Level 2 Trauma Center. He advised that of 197 landings in the last two years there have been four occasions with a need for two landings and spoke to issues of safety for the patient and hospital staff, other area trauma facilities and the processing of cordoning off a site. Resident Royce Clayton spoke to promoting safety and requirements for FAA construction/approval, proximity of oxygen to the area, and lack of fencing. Mr. Wallace spoke to application for input from the FAA and Director of Planning Jarrell spoke to integration of the Zoning Ordinance for the Specific Use Permit and the Code of Ordinances for other regulations with applicants responsible for approval from other entities. Mayor Pro Tem Dunlap spoke to zoning as the first step in the process. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Callison, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, granting Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land located at the southwest corner of Amelia Court and American Drive; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-03; and further to adopt Ordinance No. 2011-3-22.

Council Member Davidson resumed her place at the bench.

**Public Hearing and adoption of Ordinance No. 2011-3-23** as requested in Zoning Case 2010-22 to amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to medical office parking requirements; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “4”)

Planning Manager Firgens spoke to the challenges of reusing office buildings due to the restrictive nature of parking requirements for medical offices and the recommendation of the Planning and Zoning Commission to reduce requirements and approve the request as submitted.

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

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to amend Subsection 3.1107 of Section 3.1100 of Article 3 of the Comprehensive Zoning Ordinance of the City, pertaining to medical office parking requirements; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 201-11, and further to adopt Ordinance No. 2011-3-23.

**Public Hearing to consider a request to amend the Future Land Use Plan map, Thoroughfare Plan map, and Transportation Element of the Comprehensive Plan**, and related sections of the plan as it pertains to the designation of future rail stations within the City of Plano. (Regular Agenda Item “5”)

Senior Planner Sims spoke to recommended amendments adding text to the Thoroughfare and Future Land Use Plans to support the development of the Cottonbelt Corridor and 12<sup>th</sup> Street/Shiloh Road stations. He spoke to the Cottonbelt Corridor as part of the 2030 DART Service Plan, benefits for Plano including connectivity to key destinations across the region, acting as a catalyst for expansion of the Downtown Transit Village and benefits in the Research/Technology District. He spoke to public hearings and meetings held with business and property owners, and reviewed proposed text which considers possible expansion of service to Wylie, focuses on the connection to DFW Airport and reinforces the opportunity for an additional red-line station. Mr. Sims reviewed map amendments to include DART symbols at the 12<sup>th</sup> Street and Shiloh Road station locations advising that the Planning and Zoning Commission recommends approval as submitted. He further stated following Council’s approval Staff would bring forward an ordinance on April 11, 2011.

Mayor Dyer opened the Public Hearing. Resident Martin Jackson spoke to continuing Plano’s efforts at garnering a 12th Street Station. No one else spoke for or against the request. The Public Hearing was closed.

**Public Hearing to consider amendments to the Comprehensive Plan (cont'd)**

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Davidson, the Council voted 8-0 to approve amendments to the Future Land Use Plan map, Thoroughfare Plan map, and Transportation Element of the Comprehensive Plan, as it pertains to the designation of future rail stations within the City of Plano.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 9:05 p.m.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, City Secretary



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/11/2011		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kim McFarland (972-769-4109)</b>				
<b>CAPTION</b>				
<i>Award of Bid No. 2011-83-B, for the Spring Creek Parkway Railroad Track Removal, Project No. 6092, to Jim Bowman Construction Company, L.P. in the amount of \$75,330, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,628,350	5,155,650	2,300,000	<b>9,084,000</b>
Encumbered/Expended Amount	-1,628,350	-1,768,766	0	<b>-3,397,116</b>
This Item	0	-75,330	0	<b>-75,330</b>
BALANCE	0	3,311,554	2,300,000	<b>5,611,554</b>
<b>FUND(s):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$75,330, will leave a current year balance of \$3,311,554 for the Arterial Concrete Repair project. <b>STRATEGIC PLAN GOAL:</b> Railroad track removal relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid for the Spring Creek Parkway Railroad Track Removal Project to Jim Bowman Construction Company, L.P., in the amount of \$75,330, 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.				
This project involves the removal of the railroad tracks and reconstruction of the concrete pavement where the inactive DART tracks cross Spring Creek Parkway, just east of Central Expressway. All work will be done at night to reduce traffic delays during the process.				
The secondary vendor being recommended is Gibson and Associates, Inc. in the amount of \$132,930.				
Engineer's estimate for this project is \$150,000.				
List of Supporting Documents: Bid Recap, Location Map			Other Departments, Boards, Commissions or Agencies	

# CITY OF PLANO

**Bid No. 2011-83-B**  
**Spring Creek Parkway Rail Road Track Removal Project No. 6092**  
**Bid Recap**

---

---

**Bid opening Date/Time:** March 15, 2011 at 3:30 PM

**Number of Vendors Notified:** 1245

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

**Number of Bids Submitted:** 4

<b>Vendors</b>	<b>Base Bid</b>	<b>Alternate 1</b>
Jim Bowman Construction Co. LP	\$ 75,330.00	\$ 75,330.00
Gibson And Associates, Inc.	\$132,930.00	\$132,930.00
Smith Contracting	\$136,115.00	\$136,115.00
Clayton Railroad Construction	\$156,690.00	\$155,145.00

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

**Recommended Vendor(s):**

Jim Bowman Construction Co. LP      \$ 75,330.00

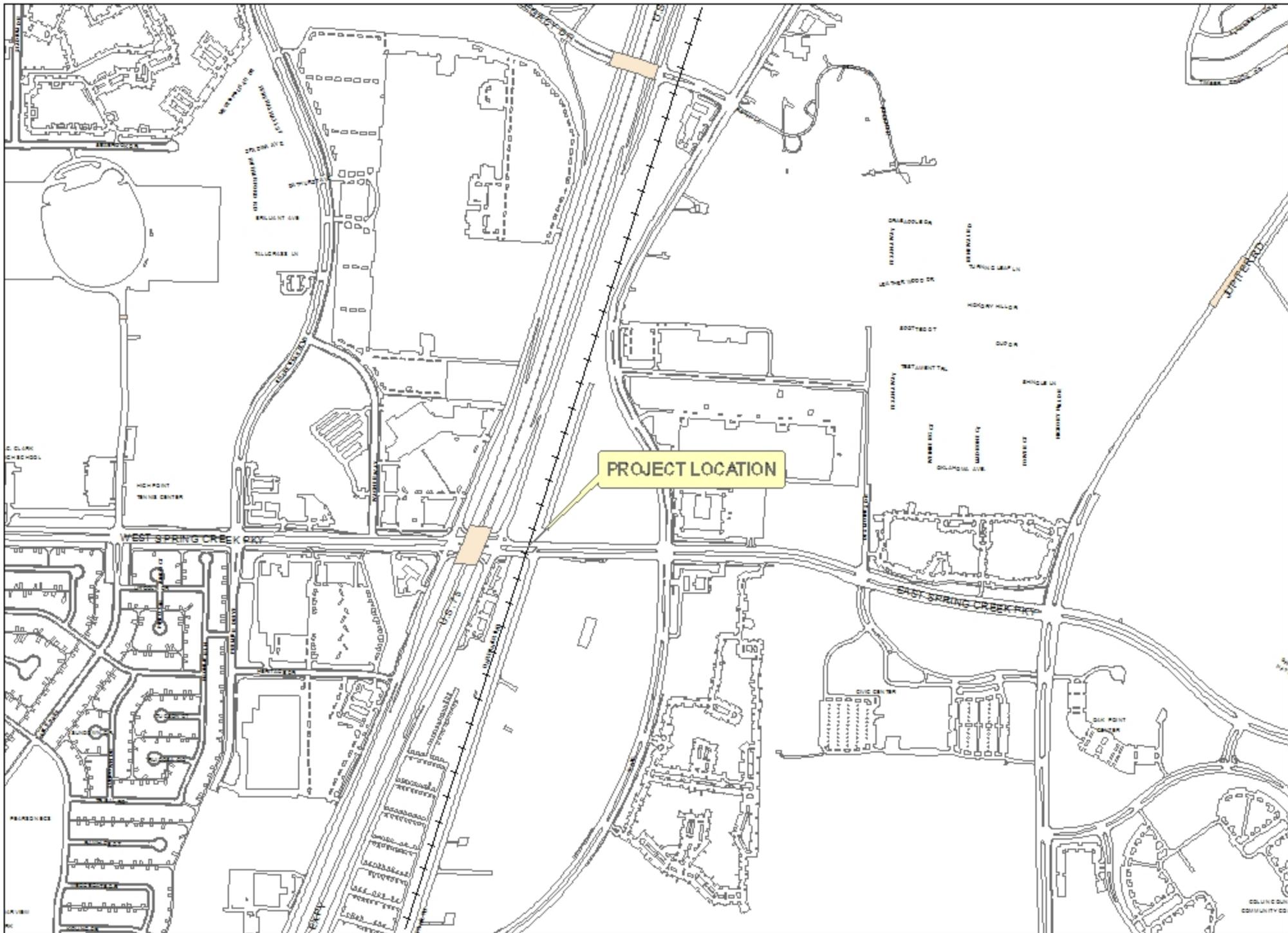
*Nancy Corwin*

March 25, 2011

\_\_\_\_\_  
Nancy Corwin, Buyer II

\_\_\_\_\_  
Date

# SPRING CREEK PARKWAY RAIL ROAD TRACK REMOVAL PROJECT LOCATION MAP





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/11/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Bev Rogers ext. 7376</b>				
<b>CAPTION</b>				
Approval of the purchase of audio equipment and a replacement PA system and speakers for the Carpenter Park Recreation Center renovation in the amount of \$74,593 from Schoolhouse Audio Visual through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract R4706).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	297,257	6,039,743	0	<b>6,337,000</b>
Encumbered/Expended Amount	-297,257	-4,480,910	0	<b>-4,778,167</b>
This Item	0	-74,593	0	<b>-74,593</b>
<b>BALANCE</b>	0	1,484,240	0	<b>1,484,240</b>
<b>FUND(S):     CARPENTER RECREATION CENTER CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2010-11 Carpenter Recreation Center CIP. This item, in the amount of \$74,593, will leave a current year balance of \$1,484,240 for the Carpenter Recreation/Senior Center Expansion project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Audio equipment for recreation centers relates to the City's Goal of Great Neighborhoods -1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
This is an award for audio equipment and a replacement PA system and speakers for the Carpenter Park Recreation Center renovation in the amount of \$74,593 to Schoolhouse Audio Visual. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract R4706).				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

# Memo

To: Bev Rogers, Buyer  
From: Cindy Olson, Recreation Supervisor  
Date: 4/1/2011  
Re: Recommendation to Purchase Audio Equipment for Carpenter Park Recreation Center Renovation and Expansion

---

The Recreation Department needs to purchase audio equipment and a replacement PA system and speakers for the Carpenter Park Recreation Center renovation and expansion project. The funds for this purchase are available through the department's CIP Fund (32-23406-8411).

After searching BuyBoard, and TXMAS we located two vendors who were able to conduct site visits and provide quotes for all the equipment and installation as needed. A third vendor was contacted but did not respond to the phone message (Visual Innovations Company, Inc). Both vendors that did respond visited the facility and presented pricing. The two vendors that did respond offered the quotes listed below:

Ford Audio-Video Systems, Inc. (TXMAS Contract # 8-581030)	\$81,711.78
Schoolhouse Audio Visual (TCPN Contract # R4706)	\$74,593.33

The Recreation Department would recommend purchasing the audio equipment and installation of PA system and speakers from Schoolhouse Audio Visual. Please review and advise if we may proceed.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	4/11/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

To ARK Contracting, LLC, increasing the contract by \$73,400 for the Park System Pond Restoration, Project No. 5895, Change Order No. 1. Original Bid No. 2011-24-B.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2010-11</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	424,000	0	<b>424,000</b>
Encumbered/Expended Amount	0	-314,265	0	<b>-314,265</b>
This Item	0	-73,400	0	<b>-73,400</b>
BALANCE	0	36,335	0	<b>36,335</b>

**FUND(S):      CAPITAL RESERVE**

**COMMENTS:** Funds are included in the 2010-11 Capital Reserve. This item, in the amount of \$73,400, will leave a current year balance of \$36,335 for Silt Removal project.

**STRATEGIC PLAN GOAL:** Silt removal and pond restoration relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.

**SUMMARY OF ITEM**

In December 2010, a contract was awarded to ARK Contracting, LLC for the Park System Pond Restoration project. Work began in January 2011. Work includes silt removal from the existing ponds at Russell Creek Park, Hoblitzelle Park and Prairie Meadow Park which is adjacent to Davis Library. The low bid of \$339,500 came in well below the project budget of \$420,000. During the course of the project it became apparent that additional silt could be removed from the ponds at Russell Creek Park and Prairie Meadow Park. Removing additional silt through the current contract will lengthen the time before silt removal will be necessary again at these sites and it will improve the quality of the water in the ponds.

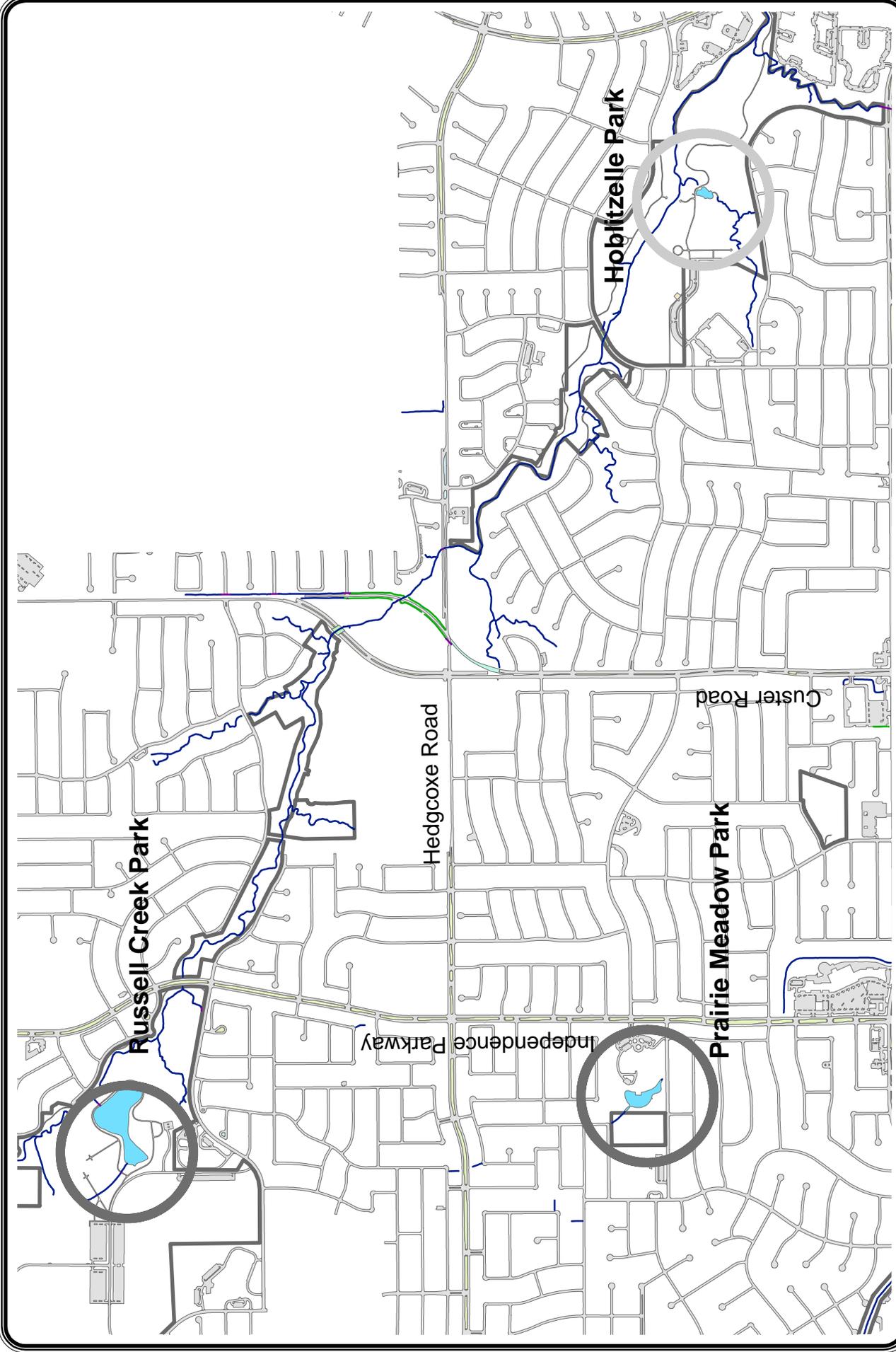
The original bid was for removal and haul-off of 4,330 cubic yards of silt. The cost averaged \$78.41 per cubic yard including project start up and mobilization cost.

This change order increases the silt removal by 1,800 cubic yards at a cost of \$40.00 per cubic yard because the initial project mobilization and start up cost are covered in the original contract amount. The cost to remove additional silt at this time is significantly lower than it is likely to be at some future date when it is necessary to dredge the ponds again.



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Memo Change Order No. 1	Other Departments, Boards, Commissions or Agencies



# Park System Pond Restoration - Change Order #1

# Memo

To: Amy Fortenberry, Director of Parks and Recreation  
From: Robin Reeves, Chief Park Planner  
Date: 3/30/2011  
Re: Park System Pond Restoration – Change Order No. 1

---

This change order is a result of bids coming in lower than anticipated which created an opportunity to remove more silt from the ponds than what was originally bid. No accurate record drawings were available for the previous bottom elevations for these ponds. Surveying could only determine where the bottom of the ponds were at the time plans were prepared. The amount of silt to be removed was based on a reasonable pond depth, estimated cost of removal and the amount of funding available. Only after bids came in below budget and work had begun was it apparent that additional silt could be removed and that it could be removed within the existing budget.

A survey of the new bottom elevation will be prepared when the project is complete. This will allow future dredging projects at these sites to be based on more accurate information. It may not reduce the cost but it will allow the cost to be included in the base bid without the need to add to the project by change order.

Funding is available in the existing project account to cover the cost of this change order.



D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 days to this project:

Original Contract Time 120 calendar days  
Amount (Including Previous Change Orders) 120 calendar days  
Amount, Change Order No. 1 0 calendar days  
Revised Contract Time 120 calendar days  
Total Percent Increase Including Previous Change Orders 0.00%

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **ARK CONTRACTING SERVICES, LLC**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated December 13, 2010.

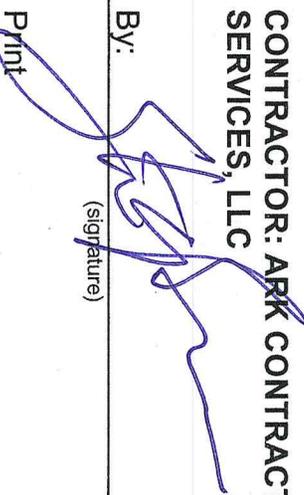
F. AUTHORITY TO SIGN

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

**OWNER: CITY OF PLANO**

**CONTRACTOR: ARK CONTRACTING SERVICES, LLC**

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

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

Print  
Name: Bruce D. Glasscock

Print  
Name: Steve Bowman

Print  
Title: City Manager

Print  
Title: President

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

Date: 3/29/11

APPROVED AS TO FORM:

By: Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS       §§  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2011, by **STEVE BOWMAN, PRESIDENT** of **ARK CONTRACTING SERVICES, LLC**, a TEXAS Limited Liability Company, on behalf of said company.



Mary Beth Shipka  
Notary Public, State of Texas

STATE OF TEXAS       §§  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 11, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
Approval of the purchase of an upgrade to the pneumatic controls for the thermostats and controllers and an upgrade to a total of 79 terminal boxes at Robinson Justice Center in the amount of \$146,587 from Johnson Controls, Inc. through an existing contract with Choice Facilities Partners and authorizing the City Manager to execute all necessary documents. (Choice Facility Partners Contract Number 09/003JC-01)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	137,769	304,231	25,000	<b>467,000</b>
Encumbered/Expended Amount	-137,769	-45,637	0	<b>-183,406</b>
This Item	0	-146,587	0	<b>-146,587</b>
BALANCE	0	112,007	25,000	<b>137,007</b>
<b>FUND(S):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the 2010-11 Capital Reserve. This item, in the amount of \$146,587, will leave a current year balance of \$112,007 for the Robinson Justice Center project.				
<b>STRATEGIC PLAN GOAL:</b> Improving energy efficiency relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Facilities staff recommends approval of the purchase of an upgrade to the pneumatic controls for thermostats and controllers and an upgrade to a total of 79 terminal boxes (VAV boxes and Fan powered boxes) to Direct Digital Controls tied into the existing Johnson Controls Energy Management System at the Robinson Justice Center, from Johnson Controls, Inc., utilizing their Choice Facility Partners Contract, in the amount of \$146,587. This upgrade will improve the energy efficient temperature control of the HVAC systems at this facility, which will save approximately \$29,379 in electrical energy usage annually. The City is authorized to purchase from the State Contract list pursuant to Section 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. (Choice Facility Partners Contract Number 09/003JC-01)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



**Phil Dyer**  
Mayor

**Lee Dunlap**  
Mayor Pro Tem

**Pat Miner**  
Deputy Mayor Pro Tem

**Ben Harris**  
Place 2

**André Davidson**  
Place 3

**Lissa Smith**  
Place 4

**Harry LaRosiliere**  
Place 5

**Jean Callison**  
Place 7

**Bruce D. Glasscock**  
City Manager

TO: Dianna Wike, Buyer Supervisor  
FROM: Richard Medlen,  
Facilities Maintenance Superintendent  
DATE: March 28, 2011  
SUBJECT: **Justice Center Controls and Terminal Box Upgrade**

I am recommending approval of a purchase from Johnson Control utilizing their Choice Facility Partners contract # 09/003JC-01 to upgrade the existing Johnson Controls pneumatic controls for thermostats and controllers and to upgrade a total of 79 terminal boxes (VAV boxes and Fan powered boxes) to Direct Digital Controls to be tied into the existing Johnson Controls Energy Management System at the Robinson Justice Center and the City Wide Energy Management network system.

Johnson Controls is the manufacturer of the Existing Pneumatic Controls and Energy Management System at this facility. This upgrade will improve the energy efficient temperature control of the HVAC systems at this facility. The upgrade is estimated to save 293,796 total KWH annually, which will save approximately \$29,379 in electrical energy savings annually. The quote is for \$146,586.89, and funding is in Capital Reserve account 54492.

Please let me know if you have any questions.

/rmt

Cc: Jim Razinha  
Melody Morgan  
Elizabeth Dorrance



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/11/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley x7479</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the assignment of a tax abatement agreement from KanAm Grund Kapitalanlagegesellschaft mbH, a German limited liability company to FSP Legacy Tennyson Circle LLC, a Delaware limited liability company and approving an amendment to the agreement reflecting same and removing the Lessee, Denbury Onshore LLC, a Delaware limited liability company from the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>10-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(s):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
<p>KDC-Plano, the original owner of the real property, assigned the abatement to KanAm Grund Kapitalanlagegesellschaft mbH in 2008. Kan Am Grund is now requesting that the City approve an assignment of the abatement to FSP Legacy Tennyson Circle LLC.</p>				
List of Supporting Documents: Amended Tax Abatement Agreement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the assignment of a tax abatement agreement from KanAm Grund Kapitalanlagegesellschaft mbH, a German limited liability company to FSP Legacy Tennyson Circle LLC, a Delaware limited liability company and approving an amendment to the agreement reflecting same and removing the Lessee, Denbury Onshore LLC, a Delaware limited liability company from the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, City Council approved a Tax Abatement Agreement by Resolution 2007-5-26(R) between KDC-Plano Investments I, LP, Denbury Onshore LLC and the City of Plano, Texas, the County of Collin, Texas and Collin County Community College District for a real property tax abatement and business personal property tax abatement respectively; and

**WHEREAS**, KDC-Plano Investment I, LP assigned their real property tax abatement to KanAm Grund Kapitalanlagegesellschaft mbH in 2008 as a purchaser of the property and Denbury Onshore LLC subsequently relocated to another property and is no longer receiving a business personal property tax abatement pursuant to the Agreement; and

**WHEREAS**, KanAm Grund Kapitalanlagegesellschaft mbH requests that the City approve the assignment of the real property tax abatement to FSP Legacy Tennyson Circle LLC, the purchaser of the real property; and

**WHEREAS**, the City Council finds that the assignment of the Tax Abatement Agreement is in the best interest of the City due to the fact that FSP Legacy Tennyson Circle, LLC is purchasing the real property the subject of the Agreement and the removal of the Lessee is in the best interest of the City due to their relocation to another property in the City; and

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

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

**Section I.** The assignment of the Tax Abatement Agreement previously approved in Resolution No. 2007-5-26(R) from KanAm Grund Kapitalanlagegesellschaft mbH to FSP Legacy Tennyson Circle, LLC is hereby in all things approved.

**Section II.** The terms and conditions of the First Amendment to the Tax Abatement Agreement, including the removal of the Lessee from the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section III.** The City Manager, or in his absence, a Deputy City Manager, is hereby authorized to execute the First Amendment 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 First Amendment to the Agreement attached hereto.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of April, 2011.

---

Phil Dyer, **MAYOR**

**ATTEST:**

---

Diane Zucco, CITY SECRETARY

**APPROVED AS TO FORM:**

---

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

**First Amendment of Tax Abatement Agreement  
by and between the City of Plano, Texas and  
KanAm Grund Kapitalanlagegesellschaft mbH,  
Denbury Onshore LLC, the City of Plano, Texas,  
Collin County, Texas and Collin County  
Community College District**

THIS First Amendment of Tax Abatement Agreement (“Amendment”) is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH**, a German limited liability company, for the benefit of **KANAM US-GRUNDINVEST FONDS**, a German open-end real estate fund sponsored by **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH** (“Former Owner”), **FSP LEGACY TENNYSON CIRCLE LLC** (“Owner”), the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (“City”), acting by and through its City Manager or his designee, the **COUNTY OF COLLIN TEXAS**, duly acting herein by and through its County Judge, and the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, duly acting by and through its President of the Board of Trustee, hereinafter collectively referred to as “Taxing Units”.

**WITNESSETH:**

**WHEREAS**, City Council approved a Tax Abatement Agreement by Resolution 2007-5-26(R) (“Agreement”) (attached as Exhibit “A”) between KDC-Plano Investments I, LP, Denbury Onshore LLC and the taxing entities for a real property tax abatement and business personal property tax abatement respectively; and

**WHEREAS**, KDC-Plano Investment I, LP assigned their real property tax abatement to KanAm Grund Kapitalanlagegesellschaft mbH in 2008 as a purchaser of the property and Denbury Onshore LLC subsequently relocated to another property and is no longer receiving a business personal property tax abatement pursuant to the Agreement; and

**WHEREAS**, KanAm Grund Kapitalanlagegesellschaft mbH requests that the City approve the assignment of the real property tax abatement to FSP Legacy Tennyson Circle LLC, the purchaser of the real property; and

**WHEREAS**, the parties wish to amend the Agreement as set forth below to reflect the assignment and to remove the Lessee from any rights or responsibilities under the contract.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

**Section 1.** Pursuant to Section 8(a) of the Agreement, the City of Plano consents to KanAM Grund Kapitalanlagegesellschaft mbH’s request to assign the Agreement to FSP Legacy Tennyson Circle LLC and the Agreement is amended as follows:

a. FSP Legacy Tennyson Circle LLC agrees to be fully bound by all the terms, conditions, rights and responsibilities previously required of KanAm Grund Kapitalanlagegesellschaft mbH pursuant to the Agreement from and after the date of this Amendment until the Agreement expires or is otherwise terminated. Any reference in the Agreement to KanAm Kapitalanlagegesellschaft mbH shall, with respect to the period of time from and after the date of this Amendment, hereinafter be replaced by and refer to FSP Legacy Tennyson Circle LLC for the remainder of the term of the Agreement.

b. Section 13, Notices, of the Agreement is changed to reflect that notices to the owner should be sent to:

FSP Property Management LLC  
401 Edgewater Place, Suite 200  
Wakefield, MA 01190  
Attn: John Donahue

with a copy to:

Venable LLP  
1270 Avenue of the Americas  
New York, New York 10020  
Attn: Brian N. Gurtman, Esq.

c. Any reference to Denbury Onshore LLC and/or Lessee in the Agreement is hereby removed and Lessee and the taxing entities shall have no further rights or responsibilities pursuant to the Lessee provisions in the Agreement.

**Section 2.** Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

**CITY OF PLANO, TEXAS**, a home rule city and municipal corporation

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

APPROVED AS TO FORM:

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

**KANAM GRUND  
KAPITALANLAGEGESELLSCHAFT MBH**, a  
German limited liability company, for the benefit of  
KanAm US-grundinvest Fonds, a German open-end  
real estate fund sponsored by KanAm Grund  
Kapitalanlagegesellschaft mbH

By: \_\_\_\_\_  
Matti Kreutzer  
MANAGING DIRECTOR

By: \_\_\_\_\_  
Olivier Catusse  
MANAGING DIRECTOR

**FSP LEGACY TENNYSON CIRCLE LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
George J. Carter  
PRESIDENT

**COLLIN COUNTY COMMUNITY COLLEGE  
DISTRICT**, a \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Carey A. Israel  
PRESIDENT OF BOARD OF TRUSTEES

**COUNTY OF COLLIN, TEXAS**, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Keith Self  
COUNTY JUDGE

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, \_\_\_\_\_ of **KANAM GRUND KAPITALANLAGEGESELLSCHAFT MBH**, a German limited liability company, for the benefit of KanAm US-grundinvest Fonds, a German open-end real estate fund sponsored by KanAm Grund Kapitalanlagegesellschaft mbH.

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **GEORGE J. CARTER**, President of **FSP LEGACY TENNYSON CIRCLE LLC**, a limited liability company, on behalf of said limited liability company.

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

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **DR. CAREY A. ISRAEL**, President of the Board of Trustees of the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **KEITH SELF**, County Judge of the **COUNTY OF COLLIN, TEXAS**, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**TAX ABATEMENT AGREEMENT**

This Tax Abatement Agreement (this "**Agreement**") is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "**City**"; the County of Collin, Texas, duly acting herein by and through its County Judge, hereinafter collectively referred to as "**Taxing Units**", and **KDC-Plano Investments I, LP**, a Texas limited partnership, duly acting by and through its general partner, hereinafter referred to as "**Owner**," and **Denbury Onshore LLC**, a Delaware limited liability company, duly acting by and through its Senior Vice President and Chief Financial Officer, hereinafter referred to as "**Lessee**".

**WITNESSETH:**

**WHEREAS**, on the 29th day of May, 2007, the City Council of the City of Plano, Texas, passed Ordinance No. 2007-5-25 establishing Reinvestment Zone No. 107, for commercial/industrial tax abatement, hereinafter referred to as the "**Ordinance**", as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "**Act**"; and

**WHEREAS**, the **City** has adopted a revised policy statement for Tax Abatement by Resolution No. 2006-9-22(R) stating that it elects to be eligible to participate in tax abatement (the "**Policy Statement**"); and

**WHEREAS**, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

**WHEREAS**, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

**WHEREAS**, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 107 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "**Real Property**") attached hereto and made a part hereof. At the time of this Agreement, KDC-Plano Investments I, LP, is the Owner of the Real Property. This Agreement shall be terminated should the Real Property not be leased by Lessee, its successors or affiliates, or should such lease be terminated during the term of this Agreement.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 107, which shall be hereinafter referred to as the "**Personalty**". The Personalty is estimated by Lessee to have an approximate taxable value of Five Hundred Thousand Dollars (\$500,000) by December 31, 2008, and an additional Five Hundred Thousand Dollars (\$500,000) by December 31, 2009, for a total of One Million Dollars (\$1,000,000), and is or will be owned by Lessee or its affiliates. Lessee shall timely render its personal property value each year to the Central Appraisal District

3. Lessee, as owner of the Personalty, may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

#### JOBS

4. Lessee estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "**Development**") will result in retaining the 200 full time positions currently in place and adding approximately 50 jobs at the Development in Plano within six (6) months after the Improvements (defined below) are completed and an additional 25 jobs at the Improvements within twelve (12) months thereafter.

#### IMPROVEMENTS

5. The Owner shall complete construction of improvements to the Real Property (hereinafter referred to as the "**Improvements**") consisting primarily of a new building consisting of approximately 100,000 gross square feet of office space on or before December 31, 2008, with an estimated as-built value of not less than Nineteen Million Dollars (\$19,000,000); provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "**force majeure**" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Owner agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, Owner shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: production/manufacturing/office space referred to herein as the "Purposes".

#### DEFAULT

7. Any of the following events shall be deemed a breach of this Agreement resulting in default:

- (a) The Improvements are not completed in accordance with this Agreement;
- (b) Owner or Lessee allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;
- (c) Lessee fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before December 31, 2008; or
- (d) The value of the Improvements and the value of Personalty placed on the improved Real Property by the dates indicated in Paragraphs 2 and 5 above, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in Paragraphs 2 and 5 above; or
- (e) Lessee fails to employ at least 75% of its employee commitment as provided in Paragraph 4 above; or
- (f) Lessee fails to provide annual certification as required in Paragraph 10 below.

8. In the event that the Owner or Lessee defaults under this Agreement, then the City or Taxing Units shall give the Owner and Lessee written notice of such default and if the Owner or Lessee has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City and Taxing Units. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after Owner or Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default by Owner under Paragraph 7(b) above and after Owner fails to cure same in accordance herewith, this Agreement shall immediately terminate with respect to Owner and all taxes, including previously abated taxes which would have been paid by Owner to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. Upon the occurrence of an event of default by Lessee under Paragraph 7(b) above and after Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate with respect to Lessee and all taxes, including previously abated taxes which would have been paid by Lessee to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

#### ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, each of the Owner, or its successors or assigns, and Lessee must provide a separate annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of this Agreement.

#### ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written permission is first granted by the City and Taxing Units, which permission by the City and Taxing Units will not be unreasonably withheld, delayed or conditioned, and provided further, the City and Taxing Units the following assignments by Owner are hereby approved:

(a) An assignment of this Agreement to Lessee or an affiliate of Lessee is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to any successor or assign is permissible wherein the successor or assign agrees to be bound by the terms of this Agreement and Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant of the Improvements.

However, Owner and Lessee agree to give written notice to the City and Taxing Units of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

#### ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

(a) The tax abatements as to the Real Property, Improvements, and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2008, through December 31, 2017.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement for each tax year from January 1, 2008 through December 31, 2017, shall be based on amounts equal to (i) twenty-five percent (25%) of the value of the improved value of the Real Property and Improvements, (ii) twenty-five percent (25%) of the Personalty.

(c) The Owner and Lessee shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

#### NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Thomas H. Muehlenbeck  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas  
Attention: The Honorable Ron Harris  
County Judge  
Collin County Commissioners' Court  
210 S. McDonald, Ste. 626  
McKinney, Texas 75069

For Owner by notice to:

KDC-Plano Investments I, LP  
Attention: Mr. Tobin C. Grove,  
President  
8115 Preston Road, Suite 700  
Dallas, Texas 75225

For Lessee by notice to:

Denbury Onshore, LLC  
Attention: Mr. Phil Rykhoek,  
Senior Vice President and Chief Financial Officer  
5100 Tennyson Parkway, Ste. 1200  
Plano, Texas 75024

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

#### MISCELLANEOUS PROVISIONS

14. The Owner and Lessee further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner and Lessee) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and City and Taxing Units shall have the continuing right (upon reasonable prior notice to Owner and Lessee) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

15. It is understood and agreed between the parties that the Owner and Lessee, in performing their separate obligations hereunder, are acting independently and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties. Lessee agrees to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of

actions, including attorneys' fees, of any nature whatsoever arising out of Lessee's default of its obligations hereunder. Owner agrees to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of its obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 29th day of May, 2007, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the 23rd day of July, 2007, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was entered into by Owner pursuant to authority granted by its general partner, whereby the general partner of the limited partnership was authorized to execute this Agreement on behalf of Owner.

20. This Agreement was entered into by Lessee pursuant to authority granted by its Board of Directors whereby the Senior Vice President and Chief Financial Officer of the corporation was authorized to execute this Agreement on behalf of Lessee.

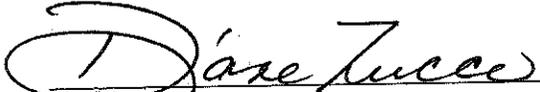
21. This instrument shall constitute a valid and binding agreement between the City, Owner, and Lessee when executed in accordance herewith, regardless of whether any other **TAXING UNIT** executes this Agreement. This instrument shall constitute a valid and binding Agreement between such **TAXING UNITS**, Owner and Lessee when executed on behalf of said parties, for the abatement of such **TAXING UNIT's** taxes in accordance therewith.

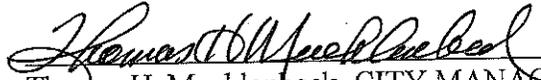
22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this 29th day of May, 2007.

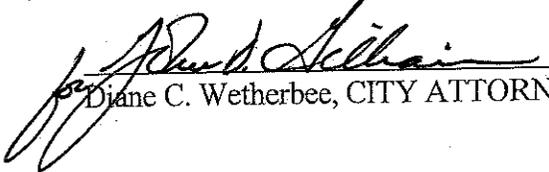
ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

  
Diane Zucco, CITY SECRETARY

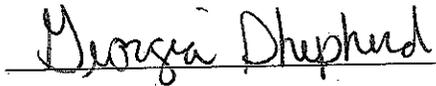
  
Thomas H. Muehlenbeck, CITY MANAGER

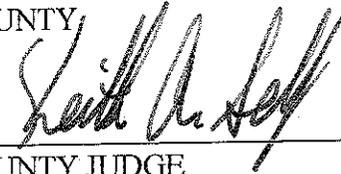
APPROVED AS TO FORM:

  
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN  
COUNTY

  
Georgia Shepherd

  
COUNTY JUDGE

OWNER:

KDC-PLANO INVESTMENTS I, LP,  
a Texas limited partnership

By: KDC-Plano Investments I GP, LLC, a  
Texas limited liability company, its  
general partner

By: Koll Development Company I, L.P., a  
Delaware limited partnership, its  
member

By: SWV, LLC, a Delaware limited liability  
company, its general partner

ATTEST:

  
\_\_\_\_\_

By:   
Tobin C. Grove  
President

**LESSEE:**

DENBURY ONSHORE LLC, a Delaware  
limited liability company

ATTEST:



By:



Phil Rykhoek  
Senior Vice President and Chief  
Financial Officer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**REINVESTMENT ZONE NO. 107**  
**Real Property**  
**Legal Description**

BEING a tract of land located in the Mario C. Vela Survey, Abstract No. 935, and the Obediah Epps Survey, Abstract No. 297, and being all of Lot 2, Block 1 of the "Denbury Addition", an addition to the City of Plano, Texas, as recorded in Cabinet L, Page 133, Map Records of Collin County, Texas (M.R.C.C.T.) and being part of a tract of land described by instrument to EDS Information Services L.L.C., a Delaware limited liability company, as recorded in Volume 4853, Page 2203, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a found City of Plano concrete monument for a corner located at the intersection of the east right-of-way line of Windcrest Drive (60 feet wide), as recorded in Cabinet K, Page 327, M.R.C.C.T., and the south right-of-way line of Tennyson Parkway (121 feet wide), said point bears North 68 degrees 41 minutes 00 seconds West, a distance of 2,353.71 feet from EDS monument No. 10 (found brass disk in concrete), said corner being on a circular curve to the left having a radius of 1,382.71 feet and whose chord bears South 61 degrees 53 minutes 40 seconds East, a distance of 399.81 feet;

THENCE Southeasterly, along said south right-of-way line, and along said curve through a central angle of 16 degrees 37 minutes 32 seconds, an arc distance of 401.22 feet to a found PK nail for a corner;

THENCE South 13 degrees 48 minutes 17 seconds West, departing said south right-of-way line, distance of 463.90 feet to a ¼ - inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for a corner, said corner being on a circular curve to the right having a radius of 1,844.71 feet and whose chord bears North 64 degrees 10 minutes 25 seconds West, a distance of 483.92 feet;

THENCE Northwesterly, along said curve through a central angle of 15 degrees 04 minutes 25 seconds, an arc distance of 485.32 feet to a 1-inch found iron rod for a corner, said corner being on the east right-of-way line of said Windcrest Drive;

THENCE North 00 degrees 40 minutes 46 seconds West, along said east right-of-way line, a distance of 28.88 feet to a 1-inch set iron rod for the point of curvature of a tangent circular curve to the right having a radius of 470.00 feet;

THENCE Northerly, continuing along said east right-of-way line, and along said curve through a central angle of 38 degrees 45 minutes 20 seconds, an arc distance of 317.91 feet to a 1-inch found iron rod for the point of tangency;

THENCE North 38 degrees 04 minutes 33 seconds East, continuing along said east right-of-way line, a distance of 129.35 feet to a 1-inch found iron rod for a corner;

THENCE North 82 degrees 21 minutes 02 seconds East, continuing along said east right-of-way line, a distance of 14.32 feet to the POINT OF BEGINNING AND CONTAINING 222,538 square feet or 5.109 acres of land, more or less.



**EXHIBIT "C"**  
**OWNER'S CERTIFICATE OF COMPLIANCE**  
**REINVESTMENT ZONE NO. 107**

This letter certifies that KDC-Plano Investments I, LP, is in compliance with each applicable term as set forth in the Agreement to Resolution No. 2007-5-26(R) as of \_\_\_\_\_ . The term of this Agreement is January 1, 2008 through December 31, 2017. This form is due on November 1 of each year this tax abatement is in force.

KDC-PLANO INVESTMENTS I, LP, a Texas limited partnership

By: KDC-Plano Investments I GP, LLC, a Texas limited liability company, its general partner

By: Koll Development Company I, L.P., a Delaware limited partnership, its member

By: SWV, LLC, a Delaware limited liability company, its general partner

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Tobin C. Grove  
President

\_\_\_\_\_  
Date

**NOTE: This certification form should be mailed to**

**City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358**

**EXHIBIT "C"**  
**LESSEE'S CERTIFICATE OF COMPLIANCE**  
**REINVESTMENT ZONE NO. 107**

This letter certifies that Denbury Onshore LLC, is in compliance with each applicable term as set forth in the Agreement to Resolution No. 2007-5-26(R) as of \_\_\_\_\_. The term of this Agreement is January 1, 2008 through December 31, 2017. If the taxable value of the Personalty as determined for ad valorem tax purposes for the current year is less than the amount specified in paragraph 2 of the Agreement, this letter further certifies that the taxable value of the Personalty as determined for ad valorem tax purposes is not less than the amount specified in paragraph 2 of the Agreement as the result of the owner (Lessee's) **filing a protest of the values or** causing or allowing the removal of any Personalty from Reinvestment Zone 107. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

DENBURY ONSHORE LLC, a Delaware limited liability company

By:

\_\_\_\_\_  
Phil Rykhoek  
Senior Vice President and Chief Financial Officer

\_\_\_\_\_  
Date

**NOTE: This certification form should be mailed to**

**City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358**



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 11, 2011		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy Allen 7545</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended Restated Agreement by and between the City of Plano, Texas, a home rule municipal corporation, the County of Collin, Texas, Capital One, National Association, a national banking association, and Capital One Auto Finance, Inc., a Texas Corporation; and providing for consolidation of the abatements for the separate phases of the Capital One Project in Reinvestment Zone 111 into one Agreement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact; the original Tax Abatement Agreements accounted for the fiscal impact.				
<b>SUMMARY OF ITEM</b>				
<p>On separate occasions the City Council has approved Tax Abatements Agreements with Capital One Auto Finance, Inc. and Capital One, National Association that are located in Reinvestment Zone 111. For purposes of compliance with the law, the abatements need to be stated as phases in one agreement. This restated agreement does not alter or change the substantive requirements of the previously approved Tax Abatement Agreements.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and restated documents				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended Restated Agreement by and between the City of Plano, Texas, a home rule municipal corporation, the County of Collin, Texas, Capital One, National Association, a national banking association, and Capital One Auto Finance, Inc., a Texas Corporation; and providing for consolidation of the abatements for the separate phases of the Capital One Project in Reinvestment Zone 111 into one Agreement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Amended Restated Tax Abatement Agreement by and between the City of Plano, Texas, a home rule municipal corporation, the County of Collin, Texas, and Capital One, National Association, a national banking association, along with Capital One Auto Finance, Inc., a Texas Corporation, to consolidate the abatements for the separate phases of the Capital One project within Reinvestment Zone 111 into one Agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the purpose of the Amended Restated Agreement is to consolidate the abatements into one agreement for purposes of creating phases as allowed by law and the terms and conditions of the original agreements between the parties will remain the same

**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 authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

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

**Section II.** The City Manager or his authorized 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 from and after its passage.

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of April, 2011.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

**AMENDED AND RESTATED TAX ABATEMENT AGREEMENT**

This Amended and Restated Tax Abatement Agreement is entered into by and among the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as “**City**”; the County of Collin, Texas, duly acting herein by and through its County Judge, and hereinafter referred to as “**County**”, and together are hereinafter collectively referred to as “**Taxing Units,**” and Capital One, National Association, a national banking association, along with Capital One Auto Finance, Inc., a Texas Corporation duly acting by and through their officers, hereinafter collectively referred to as “**Owner.**”

**W I T N E S S E T H:**

**WHEREAS,** on the City, County and the Owner previously entered into that certain Tax Abatement Agreement dated May 29, 2008 relating to approximately 150,000 square feet of improvements known as Building 4 located at 8000 Dominion Parkway, Plano, Texas and tangible personal property located therein (the “2008 Tax Abatement Agreement”); and

**WHEREAS,** the City and Capital One, National Association previously entered into that certain Tax Abatement Agreement dated March 9, 2011 relating to approximately 135,000 square feet of improvements known as Building 3 located at 7941 Preston Road, Plano, Texas (the “2011 Tax Abatement Agreement”); and

**WHEREAS,** the Parties desire to consolidate, amend and restate the 2008 and 2011 Tax Abatement Agreements as set forth herein for the purpose of establishing distinct phases of development in one tax abatement agreement; and

**WHEREAS,** the V.T.C.A. Tax Code, Chapter 312 authorizes the Parties to amend the 2008 and 2011 Tax Abatement Agreements; and

**WHEREAS,** 8th day of April, 2008, the City Council of the City of Plano, Texas, passed Ordinance No. 2008-4-43 establishing Reinvestment Zone No. 111, for commercial/industrial tax abatement, hereinafter referred to as the “Ordinance,” as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as “**Act**”; and

**WHEREAS,** the City adopted a revised policy statement for Tax Abatement by Resolution No. 2007-8-27(R) stating that it elects to be eligible to participate in tax abatement (the “Policy Statement”); and

**WHEREAS,** the City adopted a revised policy statement for Tax Abatement by Resolution No. 2009-9-21(R) stating that it elects to be eligible to participate in tax abatement (the “Policy Statement”); and

**WHEREAS**, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

**WHEREAS**, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

**WHEREAS**, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 111 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") and the Phase I Improvements (hereinafter defined) as shown on **EXHIBIT "B"** thereon (the "Phase I Development") and the Phase II Improvements (hereinafter defined) as shown on **EXHIBIT "B"** thereon (the "Phase II Development") attached hereto and made a part hereof.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 111 and located within the Phase I Improvements, which shall be hereinafter referred to as the "Personalty." The Personalty will have an approximate investment value of **Four Million Dollars (\$4,000,000)** and is, or will be, owned by the Owner and/or their affiliates. Owner shall timely render the personal property value each year to the Central Appraisal District.

3. Owner may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

### **JOBS**

4. The Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** for the Phase I Improvements will result in approximately 200 full-time jobs when the Phase I Improvements are completed. The Owner estimates the proposed development of the Real Property for the Phase II Improvements as shown in **EXHIBIT "B"** will result in approximately 200 full-time jobs when the Phase II Improvements are completed.

### **PHASE I IMPROVEMENTS**

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as the "Phase I Improvements") consisting primarily of new buildings consisting of a total of 150,000 gross square feet of office space known as Building 4 located at 8000 Dominion Parkway, Plano, Texas with an initial expenditure of not less than **Thirty Million Dollars (\$30,000,000)** on or before April 30, 2009 provided that Owner shall have such additional time to complete the Phase I Improvements as may be required in the event of "force

majeure," if Owner is diligently and faithfully pursuing the completion of the Phase I Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Phase I Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Phase I Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Owner agrees and covenants that they will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Phase I Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Phase I Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

7. The Owner agrees and covenants that they shall occupy 150,000 gross square feet of office space within the Phase I Improvements on the Real Property and Owner or its affiliates employ thereon approximately 200 full time jobs, referred to herein as the "Purposes."

## **PHASE II IMPROVEMENTS**

8. For purposes of Phase II Improvements and Obligations hereunder, the Owner is Capital One, National Association. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Phase II Improvements) consisting primarily of new buildings consisting of a total of not less than 135,000 square feet of office space known as Building 3 located at 7941 Preston Road, Plano, Texas with a Taxable Value of not less than **Five Million Dollars (\$5,000,000)** on or before March 31, 2012 subject to an event of Force Majeure. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano. The date of completion of the Phase II Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano. The term "Taxable Value" shall mean the assessed value for ad valorem tax purposes as determined by the Collin County Appraisal District.

9. The Owner agrees and covenants that they will in a good and workmanlike manner pursue the substantial completion of the Phase II Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Phase II Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

10. The Owner agrees and covenants that it shall occupy not less than 135,000 square feet of office space within the Phase II Improvements on the Real Property and Owner or its affiliates shall employ thereon approximately 200 full time jobs, referred to herein as the "Purposes."

## DEFAULT

11. Any of the following events shall be deemed a breach of this agreement resulting in default:

(a) The Phase I and/or the Phase II Improvements are not completed in accordance with this Agreement;

(b) Owner allows their real or personal property taxes owed the **City** or **County** on the Real Property, the Phase I and/or the Phase II Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Owner fails to occupy the Phase I Improvements for the Purposes set forth in paragraph 7 above on or before December 31, 2009 or Owner fails to occupy the Phase II Improvements for the Purposes set forth in paragraph 10 above on or before March 31, 2012 or

(d) The initial investment value of the Phase I Improvements to Real Property and the initial investment value of Personalty placed on the improved Real Property on or before April 30, 2009 and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) The Taxable Value of the Phase II Improvements on or before January 1, 2012 and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraph 8 above; or

(f) Owner fails to employ at least 75% of their employee commitment on or before December 31, 2009 as provided in paragraph 4 above; or

(g) Owner fails to employ at least 75% of their employee commitment on or before July 1, 2012 as provided in paragraph 10 above;

(h) Owner fails to provide annual certification as required in paragraph 14 below; or

(i) Owner has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens.

12. In the event that the Owner defaults under this Agreement then the **City** or **County**, as the case may be, shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **City** or the **County**, as the case may be; (the "Terminating Party") provided, however, that such 30 day period shall be extended if the default is of a nature that cannot be cured within such 30-day period and Owner is diligently pursuing such remedy. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 11(b) or 11(i) above and after Owner fails to cure same in accordance herewith, this Agreement shall immediately terminate with respect

to the Terminating Party and all taxes due the Terminating Party after the event of default shall be paid in full without the benefit of any abatement. The Parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

13. Upon the occurrence of an event of default under Paragraph 11(b) above or upon the occurrence of an event of default under Paragraph 11(i), then the **City or County**, as the case may be, as the Terminating Party, shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated with respect to and by the Terminating Party and all taxes, including previously abated taxes which would have been paid to the **Terminating Party** without the benefit of this Agreement, shall become due and owing to the **Terminating Party**, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

### ANNUAL CERTIFICATION

14. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT “C”** hereto) to the Governing Body of the City and the County certifying compliance with each applicable term of the Agreement.

### ASSIGNMENT

15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written permission is first granted by **Taxing Units**, which permission shall be at the reasonable discretion of the **Taxing Units**, except under the following conditions:

(a) Assignment to an affiliate of Owner is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Owner shall continue to conduct business on the subject premises.

However, Owner agrees to give written notice to the **Taxing Units** of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

## **ABATEMENT PROVISIONS**

16. **Phase I.** Subject to the terms and conditions of this Agreement, a portion of ad valorem real and personal property taxes from the Real Property, Phase I Improvements, Phase II Improvements and Personalty, otherwise owed to the **Taxing Units** shall be abated as follows:

(a) The City and County grant the Owner tax abatements as to the Real Property, Phase I Improvements, and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2009, through December 31, 2018.

(b) In accordance with all applicable federal, state, and local laws and regulations, the City grants the Owner tax abatement equal to fifty percent (50%) of the improved value of the Real Property and Phase I Improvements and fifty percent (50%) of the Personalty for each tax year from January 1, 2009, through December 31, 2018. The County grant the Owner tax abatement equal to fifty percent (50%) of the Phase I Improvements and fifty percent (50%) of the Personalty for each tax year from January 1, 2009 through December 31, 2018.

(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property, Phase I Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

17. **Phase II.** Subject to the terms and conditions of this Agreement, a portion of ad valorem real property taxes from the Phase II Improvements otherwise owed to the City shall be abated as follows:

(a) The tax abatements as to the Phase II Improvements as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2012, through December 31, 2021.

(b) In accordance with all applicable federal, state, and local laws and regulations, the City grants the Owner an abatement equal to fifty percent (50%) of the improved value of the Phase II Improvements for each tax year from January 1, 2012, through December 31, 2021.

(c) The Owner shall have the right to protest and/or contest any assessment of the Phase II Improvements and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

## **NOTICE**

18. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas  
Attention: The Honorable Keith Self  
County Judge  
Collin County Commissioners' Court  
210 S. McDonald, Ste. 626  
McKinney, Texas 75069

For Owner by notice to:

Capital One, National Association  
Attention: Mr. Brady Green  
4871 Cox Road  
Glen Allen, Virginia 23060

Capital One, National Association  
Attention: Shahin Rezai, Esq.  
1680 Capital One Drive  
McLean, Virginia 22102

Capital One, National Association  
Corporate Real Estate  
Attention: Mr. Sandy Garber  
15000 Capital One Drive  
Richmond, VA 23238

Capital One Auto Finance, Inc.  
Corporate Real Estate  
Attention: Ed Buckley  
7933 Preston Road  
Plano, TX 75024-2359

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

### MISCELLANEOUS PROVISIONS

19. The Owner further agrees that the **Taxing Units**, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, the **Taxing Units** shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

20. It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and the **Taxing Units** assume no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless **Taxing Units** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of its obligations hereunder.

21. The **Taxing Units** each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

22. This Agreement was authorized by Resolution of the City Council at its Council meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, authorizing the City Manager to execute the Agreement on behalf of the City.

23. This Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

24. This Agreement was entered into by Owner pursuant to authority granted by its general partner, whereby the general partner of the limited partnership was authorized to execute this Agreement on behalf of Owner.

25. This instrument shall constitute a valid and binding agreement between the **City** and **Owner** when executed in accordance herewith, regardless of whether the **County** executes this Agreement. This Agreement shall constitute a valid and binding Agreement between the **County** and Owner when executed on behalf of said parties, for the abatement of the **County's** taxes in accordance therewith.

26. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other

term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

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

\_\_\_\_\_  
BRUCE D. GLASSCOCK  
CITY MANAGER

APPROVED AS TO FORM:

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

ATTEST:

COMMISSIONERS' COURT OF COLLIN  
COUNTY

\_\_\_\_\_  
KEITH SELF, COUNTY JUDGE

ATTEST:

CAPITAL ONE, NATIONAL  
ASSOCIATION, a national banking  
association

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

Dan Mortensen  
Senior Vice President Facilities  
Management/ Real Estate

ATTEST:

CAPITAL ONE AUTO FINANCE, INC.,  
a Texas Corporation

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

Dan Mortensen  
Senior Vice President Facilities  
Management/ Real Estate

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**REINVESTMENT ZONE NO. 111**  
**Real Property**  
**Metes and Bounds**

LEGAL DESCRIPTION

BEING a tract of land situated in the Samuel Brown Survey, Abstract No. 108, and the Collin County School Land Survey, Abstract No. 153, in the City of Plano, Collin County, Texas, being a part of that tract of land described as Tract 3B in deed to West Plano Land Company, L.P., as recorded in Collin County Clerk's File No. 20060920001358250, Land Records of Collin County, Texas (L.R.C.C.T.), and being all of Lot 3, Block 1 of Capital One Addition Lots 3 & 4, Block 1, an Addition to the City of Plano as recorded in Volume 2007, Page 269-270, L.R.C.C.T., and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc." (hereafter referred to as "with cap") found at the southwest corner of a tract of land described in deed to McAfee, Inc., recorded in Collin County Clerk's File No. 20060703000911570, L.R.C.C.T., and being on the north line of Lot 4, Block 1 of said Capital One Addition;

THENCE North 64 degrees 39 minutes 06 seconds East, with the southeast line of said McAfee tract, and the north line of said Lot 4, passing at a call distance of 196.54 feet the southeast corner of said McAfee tract, also being the southwest corner of Network Associates, an addition to the City of Plano according to the plat thereof recorded in Cabinet O, Page 322, of the Map Records of Collin County, Texas (M.R.C.C.T.), and continuing along the southeast line of said Network Associates addition, for a total distance of 430.07 feet to a 1/2-inch iron rod with cap set at the westerly most corner of said Lot 3 for THE POINT OF BEGINNING;

THENCE North 64 degrees 39 minutes 06 seconds East, continuing along the southeast line of said Network Associates addition and along the north line of said Lot 3, a distance of 713.02 feet to 5/8-inch iron rod with a cap stamped "Kimley-Horn Assoc., Inc" found on the west right-of-way line of Preston Road (State Highway 289 – variable width right-of-way) for the beginning of a non-tangent curve to the left with a radius of 3,369.35 feet and a chord bearing South 30 degrees 56 minutes 44 seconds East, a distance of 681.56 feet;

THENCE Southeasterly along said west right-of-way line and with said curve to the left, through a central angle of 11 degrees 36 minutes 35 seconds, an arc distance of 682.73 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 29 degrees 32 minutes 01 second East, continuing along said west right-of-way line, a distance of 86.81 feet to a 1/2-inch iron rod with cap set for the beginning of a non-tangent curve to the left with a radius of 3,381.35 feet and a chord bearing South 39 degrees 18 minutes 40 seconds East, a distance of 129.32 feet;

THENCE Southeasterly along said west right-of-way line and with said curve to the left, through a central angle of 02 degrees 11 minutes 29 seconds, an arc distance of 129.33 feet to a 1/2-inch iron rod with cap set for the southeast corner of said Lot 3 and on the north line of Lot 2, Block 1

of Capital One Addition, Lots 1, 2 & 3, Block 1, an addition to the City of Plano, recorded in Volume 2007, Page 122, L.R.C.C.T.;

THENCE South 47 degrees 12 minutes 12 seconds West, departing said west right-of-way line and along the common line between said Lots 2 and 3, a distance of 992.02 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 37 degrees 29 minutes 43 seconds West, continuing along said common line, a distance of 63.29 feet to a 5/8-inch iron rod with aluminum cap stamped "City of Plano Monument" set for corner on the east right-of-way line of Dominion Parkway (a proposed 92 foot wide right-of-way), and being on a non-tangent curve to the left with a radius of 1,446.00 feet and a chord bearing North 64 degrees 04 minutes 15 seconds West, a distance of 583.54 feet;

THENCE Northwesterly along said east right-of-way line and with said curve to the left, through a central angle of 23 degrees 16 minutes 54 seconds, an arc distance of 587.57 feet to a 1/2-inch iron rod with cap set for corner, said point being the southwesterly corner of said Lot 3 and the southeasterly corner of said Lot 4;

THENCE North 17 degrees 12 minutes 12 seconds East, departing said east right-of-way line and along the common line between said Lots 3 and 4, a distance of 870.25 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 42 degrees 47 minutes 48 seconds West continuing along said common line, a distance of 126.18 feet to the POINT OF BEGINNING AND CONTAINING 1,082,487 square feet or 24.850 acres of land, more or less.

**EXHIBIT "B"**  
**THE PHASE I AND PHASE II DEVELOPMENT**  
**REINVESTMENT ZONE NO. 111**  
Site Plan/Map of Project



**EXHIBIT "C"**  
**CERTIFICATION FORM**  
**REINVESTMENT ZONE NO. 111**

This letter certifies that Capital One National Association is in compliance with each applicable term as set forth in the Amended and Restated Tax Abatement Agreement to Resolution No. \_\_\_\_\_ as of November 1, 20\_\_\_\_. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

CAPITAL ONE, NATIONAL  
ASSOCIATION, a national banking  
association

\_\_\_\_\_

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

Dan Mortensen  
Senior Vice President Facilities  
Management/Real Estate

\_\_\_\_\_

Date

ATTEST:

CAPITAL ONE AUTO FINANCE, INC., a  
Texas Corporation

\_\_\_\_\_

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

Dan Mortensen  
Senior Vice President Facilities  
Management/Real Estate

\_\_\_\_\_

Date

**NOTE: This certification form should be mailed to:**

**City of Plano**  
**Finance Department**  
**P.O. Box 860358**  
**Plano, Texas 75086-0358**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

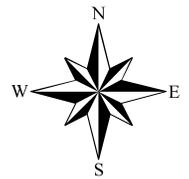
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/11/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to enact a school zone on the section of North Star Road from a point 1,500 feet south of Plano Parkway south to the south City limits; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):     GENERAL FUND</b>				
<b>COMMENTS:</b> Any revenue received via fines as a result of this Ordinance is undeterminable at this time.				
STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The City of Richardson constructed a school zone on North Star Road for Otto Middle School at the request of the PISD. The design of the school zone necessitated its crossing of the city limit between Richardson and Plano. The Transportation Engineering Division (TED) concurred with the City of Richardson's request to extend the zone into Plano. The attached ordinance for City Council consideration enacts the Plano portion of the school zone that the City of Richardson designed and constructed. The TED recommends approval of the ordinance.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	



North End  
Proposed 20 MPH  
School Zone Speed Limit

South End  
Proposed 20 MPH  
School Zone Speed Limit

Proposed School Zone on  
North Star Road for  
Otto Middle School



**An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to enact a school zone on the section of North Star Road from a point 1,500 feet south of Plano Parkway south to the south City limits; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, the administration of the Plano Independent School District made a request to the City of Richardson that it enact a school zone on North Star Road adjacent to Otto Middle School; and

**WHEREAS**, the school zone designed and constructed on North Star Road by the City of Richardson overlaps the Plano/Richardson city limit and extends into the City of Plano; and

**WHEREAS**, to promote traffic safety and the continuity of operations the Transportation Engineering Division recommends implementation of a companion school zone speed limit for the portion of the school zone on North Star Road constructed within the City of Plano; and

**WHEREAS**, the City Council of the City of Plano finds it is necessary and is in the best interest of the City and its citizens to enact a school zone on North Star Road for Otto Middle School that abuts the companion school zone enacted by the City of Richardson.

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

**Section I.** Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances is hereby amended to add the following school zone:

*“North Star Road:*

- (1) Between a point one thousand five hundred (1,500) feet south of Plano Parkway and the south City limit of the City of Plano on school days when the flashing beacon on the school zone speed limit sign assembly is in operation.  
(P)”

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

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

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

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

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

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

**DULY PASSED AND APPROVED** this 11<sup>th</sup> day of April, 2011.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 11, 2011		
Department:		Customer and Utility Services		
Department Head		Mark D. Israelson		
Agenda Coordinator (include phone #): <b>Nancy Rodriguez #7510</b>				
<b>CAPTION</b>				
To repeal Appendix B—Cable Television Franchise of the Code of Ordinances of the City of Plano, Texas to repeal Ordinance No. 83-7-8 granting a franchise to Telecable of Plano, Inc., its successors or assigns, to own and operate and maintain a cable communications system in the City of Plano, Texas; setting forth conditions accompanying the grant of franchise; providing for the regulation and use of said system; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Repealing expired ordinances relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The original franchise with the City of Plano expired on 12/31/2010. It became Appendix "B" in the Code of Ordinances and needs to be removed. By repealing Ordinance No. 83-7-8, Appendix "B" will be removed.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**To repeal Appendix B—Cable Television Franchise of the Code of Ordinances of the City of Plano, Texas to repeal Ordinance No. 83-7-8 granting a franchise to Telecable of Plano, Inc., its successors or assigns, to own and operate and maintain a cable communications system in the City of Plano, Texas; setting forth conditions accompanying the grant of franchise; providing for the regulation and use of said system; and providing an effective date.**

**WHEREAS**, the City Council adopted Ordinance No. 83-7-8 on July 11, 1983, codified as Appendix B-Cable Television Franchise, awarding a cable television franchise to TeleCable of Plano, Inc., for the operation and maintenance of a cable communication system; and

**WHEREAS**, on September 1, 2005, the Texas State Legislature adopted Senate Bill 5 which established a state issued cable and video service franchise through the Public Utility Commission of Texas; thereby eliminating the franchising authority of local municipalities; and

**WHEREAS**, on December 31, 2010, the City of Plano cable television franchise with Time Warner Cable expired and therefore Ordinance No. 83-7-8 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 Ordinance No. 83-7-8.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of April, 2011.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 11, 2011		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>Tammy Stuckey, 7156</b>				
<b>CAPTION</b>				
Consideration of an Ordinance of the City of Plano, Texas, amending the Transportation Element of the Comprehensive Plan along with the Future Land Use Plan map and Thoroughfare Plan map as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter 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				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
On March 28, 2011, City Council approved an amendment to the Transportation Element of the Comprehensive Plan, the Future Land Use map, and Thoroughfare Plan map regarding future rail station locations along the Cotton Belt regional rail line corridor. The attached ordinance finalizes the Council's action on March 28, 2011.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		Planning & Zoning Commission		
Transportation Element				
Future Land Use Map				
Thoroughfare Plan Map				

**An Ordinance of the City of Plano, Texas, amending the Transportation Element of the Comprehensive Plan along with the Future Land Use Plan map and Thoroughfare Plan map as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter 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 Transportation Element was last updated on March 25, 2008, (Ordinance No. 2008-3-12); and

**WHEREAS**, the City Council also desires to approve amendments to the Future Land Use Plan map and Thoroughfare Plan map designating future rail stations within the city of Plano; and

**WHEREAS**, the Planning & Zoning Commission has reviewed the updated Transportation Element to the Comprehensive Plan and the amended Future Land Use Plan map and Thoroughfare Plan map during a public hearing held on March 7, 2011; and

**WHEREAS**, City Council has provided an opportunity for public review and input on the proposed updates and map amendments to the Comprehensive Plan, and after receipt of the same wishes to approve the updates and map amendments to the Comprehensive Plan as a tool to provide guidance in transportation regulations; and

**WHEREAS**, the City Council held a public hearing on March 28, 2011, open to all persons wishing to comment on the proposed chapter updates and map amendments; and

**WHEREAS**, the City Council, having been presented the proposed updates and map amendments, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the updated Transportation Element of the Comprehensive Plan and the amended Future Land Use Plan map and Thoroughfare Plan Map, 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 updated Transportation Element, the amended Future Land Use Plan map, and Thoroughfare Plan map, copies of which are attached hereto as Exhibit "A" and Exhibit "B", respectively, 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, are 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 11TH DAY OF APRIL, 2011.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

# COMPREHENSIVE PLAN TRANSPORTATION ELEMENT

## INTRODUCTION

### Purpose

The Transportation Element of the Comprehensive Plan guides the development of an integrated transportation system over time. It defines the existing and proposed transportation system and addresses long range local and regional expectations. The transportation network in Plano is a critical component of the city's development pattern. It influences the placement of land uses such as housing, employment, commercial, industrial and educational facilities. Plano's transportation system impacts quality of life issues such as air quality, accessibility and choice of transportation modes.

### Critical Issues

Critical issues facing Plano's transportation system are regional population growth, air quality, increased traffic on expressways, increased through traffic, and roadway capacity implications. The Dallas-Fort Worth Metroplex continues to grow in population and the North Central Texas Council of Governments projects the region will add another 3 million people by 2030. More people in the area contribute to larger numbers of automobiles using the regional roadway system. Increased traffic on regional expressways and local thoroughfares leads to travel delays due to congestion, produces more emissions and decreases the region's air quality.

Plano's internal roadway system is nearly complete and capacity improvements to regional roadways are quickly consumed by growth in outlying communities. Plano is not in a position to reduce congestion and increase roadway capacity by adding more lanes of pavement. Instead, the city must rely on approaches that reduce the level of vehicular travel on its roadways, particularly during peak hours. Mass transit, bicycle transportation, Transportation Demand Management (TDM), and other techniques will need to be promoted and utilized. Different land use concepts, such as mixed-use urban centers which combine employment, residences, and related services in pedestrian friendly environments, will be part of the long term solution for regional and local transportation issues.

## MAJOR THEMES

The Transportation Element describes the City of Plano in terms of three major themes: Livable City, City of Organized Development and City in Transition. This element includes a description of factors relating to each of the themes, objectives and strategies defining the city's overall approach to transportation challenges and opportunities along with steps for implementation. The thoroughfare plan map and bicycle transportation plan map reflect existing and proposed street and bicycle trail patterns and are separate documents preceding the Transportation element text.

The “Livable City” theme addresses issues that affect the city’s ability to remain an attractive place to live and work. The “City of Organized Development” theme defines the key components of Plano’s transportation system, their interrelationship, and the process for monitoring and enhancing their effectiveness. The “City in Transition” theme focuses on changing conditions and trends that may require changes in the way Plano addresses the provision of transportation services over time.

### **Theme I – Livable City**

The City of Plano is an excellent place to live, work and enjoy life. Efforts to improve air quality, mass transit, bicycle transportation and access to Plano and other parts of the Dallas-Fort Worth Metroplex contribute to a livable city. This section provides options to address air quality, local and regional accessibility, and the current status and future trends of these factors.

### **Theme II - City of Organized Development**

This section includes key transportation factors that have influenced the development of Plano over the past 40 years. The thoroughfare plan map displays the type, size, and placement of major roadways within the city. The relationship of land uses to various components of the thoroughfare system is defined under this theme. It also addresses efforts that make the thoroughfare system operate more safely and efficiently. This section stresses the significance of a multi-modal transportation system that facilitates mass transit, bicycle, and pedestrian use as well as automobiles.

### **Theme III - City in Transition**

Within 40 years, Plano has transitioned from an agricultural center to a bedroom suburb to an employment center and from a growing community to a city approaching full development. The city has also transitioned from an outer tier suburb on the edge of the metropolitan “commuter shed” to a first tier suburb near the center of daily home-to-work trips. A major portion of Plano’s peak hour traffic results from people commuting to the city for work or passing through Plano to other major employment destinations in the region. Plano’s increased population and employment coupled with growth of neighboring cities reinforces the importance of cooperative planning activities with other communities in the North Dallas region.

### **Key Factors**

Key factors have been identified for each of the major themes. The discussion of these factors in each section will further explain the major themes as well as provide a basis for the objectives and strategies outlined for each theme.

## **THEME I - LIVABLE CITY**

### **Air Quality**

Clean air is critical to one's health and quality of life. Air quality is becoming an increasingly important factor in the planning and development of local transportation systems. However, air quality concerns are typically driven by national efforts through federal legislation such as the Clean Air Act of 1990. This legislation established categories for the evaluation of total emission (pollution) levels for urbanized areas. "Non-attainment areas" are metropolitan regions throughout the United States that exceed those standards. The Dallas-Fort Worth Metroplex region is a non-attainment area - specifically classified as "serious" in 1998 - in regard to ozone by the Environmental Protection Agency (EPA). The Texas Commission on Environmental Quality's State Implementation Plan (SIP) for control of Ozone Air Pollution identified the major source of pollution in this area as emissions from motor vehicles. If this situation does not improve, the EPA could impose sanctions that would result in the loss of federal funding for major transportation projects.

This is a major regional issue that has been gaining more attention in the last few years as the Metroplex nears its air quality compliance deadline. Leaders from Plano and other cities have started to address air quality and transportation planning issues. A recent example of this effort is Plano joining other cities from across the Dallas region to address potential air pollution concerns resulting from proposed coal fueled electric generation plants. Plano should continue to work with other cities in the region to develop initiatives to improve air quality and retain federal funding needed to implement major transportation improvement projects, especially mass transit. Continued monitoring of legislation and enforcement policies will be necessary to understand measurement standards and mitigation actions. Plano should work to develop and maintain a multi-modal transportation system, including mass transit and bicycle transportation, to help improve the air quality of the Metroplex region.

The city has begun the process of replacing conventional gasoline engine vehicles in its fleet with energy-efficient hybrid vehicles. These vehicles have city logos and are visible throughout Plano. They demonstrate the city's efforts to improve air quality and reduce fuel consumption. Hybrid vehicles have proven to be a good investment for the city with high resale values and low maintenance and repair costs.

### **Transportation Demand Management**

Transportation Demand Management (TDM) was a formal requirement in the original Clean Air Act Amendment of 1990 (CAAA) for non-attainment regions like the Dallas-Fort Worth Metroplex. The enforcement schedule was later amended and TDM measures became voluntary rather than mandatory. TDM includes strategies to effectively manage travel demands in a region to reduce pollution. Such strategies as the use of transit, carpooling, staggered work hours, and telecommuting reduce vehicle emissions, especially during peak hours. TDM also

includes educational efforts to change the culture of single-passenger vehicle trips and inform employers and residents about different modes of transportation available in Plano.

The City of Plano should work with major employers to participate in TDM measures to reduce the number of cars using the roadway system and lead to improvement in air quality. The following are examples of ways to partner with the private sector with TDM initiatives.

- Offer incentives to local major employers to participate in Transportation Demand Management (TDM).
- Identify businesses that can function effectively on non-traditional work hours and encourage them to use flexible scheduling.
- Pursue DART subsidies for the purchase of vehicles for van pooling and establish a program to link prospective riders living and working in common geographic areas together. Provide incentives for persons to volunteer as van pool drivers.
- Provide media exposure and award programs for companies that participate in TDM measures.

### **Transit Oriented Development**

Transit Oriented Development (TOD) is defined as a dense mix of land use activities such as residential, office, retail and entertainment located near a transit facility station. The most common forms of transit serving a TOD are light rail, commuter rail, bus rapid transit or a subway. The transit station may also be a facility where all four forms interface with local bus service and private vehicles. Residential use is often located above office and retail uses in the same building. TOD represents an alternative to the typical suburban, automobile-oriented development pattern in the Metroplex.

The densities of TODs are important because they allow a variety of uses to occur at one location, resulting in more compact development. They also increase transit ridership as a point of origin and destination. Persons residing in TODs can easily walk from homes to board a train or bus. People from outside the area can travel via bus or train to the TOD to shop or work. The Eastside Village in downtown Plano is an excellent example of a TOD.

Parking requirements are lower in TODs because of availability of transit and other services within walking distance. Streets located within TODs or denser residential infill developments can have narrower widths and reduced building setbacks that tend to slow vehicles on the street and promote a pedestrian environment, similar to those standards typically found in the Business/Government zoning district regulations. More information along with objectives and strategies regarding transit-orientated development and urban centers are found in the Land Use Element of the Comprehensive Plan.

## **Regional Mobility**

Mobility is a key component of the transportation system of a community. Plano is located in the heart of the North Dallas region and is accessible to cultural and employment opportunities throughout the area. The City is also a major employment center for the region with significant commercial and office development located at Legacy in northwest Plano, along the Dallas North Tollway, President George Bush Turnpike, State Highway 121 and U.S. Highway 75. During non-peak periods, these roadways, along with mass transit services, provide transportation connections in less than an hour to most destinations around the Dallas-Fort Worth Metroplex. The city also has an extensive system of bicycle and walking trails that connect residential areas with recreational facilities. Work continues to coordinate trail connections from Plano to other cities in the Metroplex. These factors help make Plano a prime location for future business and residential development, contributing to the continued growth and prosperity of the city.

The availability of air transportation has contributed greatly to Plano's and the Metroplex region's growth as a major employment center. The region's location in the center of the country means that air travel times to major cities on the coasts is only two to three hours. Plano is served by two large commercial airports providing long distance domestic service, Dallas-Fort Worth International Airport (DFW) and Love Field. DFW also provides international flights. Corporate and private jet services are found at Addison Airport and Collin County Regional Airport in McKinney.

### **Objectives for Theme I - Livable City**

**Objective A.1** Promote regional efforts to improve air quality and address transportation issues in the Metroplex.

**Objective A.2** Enhance the ease of access that Plano now enjoys in the region.

**Objective A.3** Provide Plano residents with a variety of transportation options.

**Objective A.4** Facilitate involvement of major employers in programs to reduce traffic congestion and improve air quality.

### **Strategies for Theme I – Livable City**

**Strategy A.1** Monitor federal legislation regarding air quality through regional efforts with the North Central Texas Council of Governments.

**Strategy A.2** Work closely with federal, state, and regional agencies to provide for a range of transportation options to meet the changing needs of Plano residents.

**Strategy A.3** Continue to facilitate the development of Transit Oriented Developments (TODS) such as those recommended in the Urban Centers Study.

**Strategy A.4** Develop a public/private partnership with major employers to encourage participation in TDM programs.

**Strategy A.5** Offer incentives to major employers in the city to participate in TDM programs such as positive media exposure for working to mitigate traffic congestion and improve air quality in the region.

## **THEME II - CITY OF ORGANIZED DEVELOPMENT**

### **Expressway Corridors**

Plano is served by four expressways - U. S. Highway 75 (U.S. 75), State Highway 121 (S.H. 121), the Dallas North Tollway and the President George Bush Turnpike. All four expressways provide access from Plano to other cities within the Metroplex and the nation. The issues facing these corridors are future development, continued growth of cities to the north, increased traffic and roadway construction.

Though most of the U.S. 75 corridor has been developed with retail and office uses, the other three corridors still have land available for additional development opportunities. The President George Bush Turnpike comprises most of Plano's southern border and provides access to the Research Technology employment area in southeast Plano.

The Dallas North Tollway travels through the western section of Plano and provides access to the Shops at Willow Bend Mall, numerous office buildings and retail centers along with the corporate campuses found in the Legacy and Granite Park developments near S.H. 121. There has been a shift in development patterns along the Tollway corridor as well. More mixed-use projects such as the one approved at the Parker Road interchange are beginning to appear. The Legacy Town Center at the Legacy Drive interchange has experienced success and is expanding north towards S.H. 121.

S.H. 121 has the most undeveloped land adjacent to it. The highway has been expanded with the completion of three lane service roads in each direction. Interchanges at the Dallas North Tollway, Preston Road and Custer Road have been completed. Main lanes are under construction between the Tollway and Rasor Boulevard. The remainder of the main lanes will be constructed as a toll facility. One of the land use issues facing the S.H. 121 corridor is the demand for residential development. Plano has attempted to provide a 1,200 foot setback from the S. H. 121 centerline for residential development. There have been development pressures to reduce the setback distance in recent years.

### **Surface Street System**

The City of Plano has worked diligently over the past three decades to develop and maintain an extensive modern thoroughfare system. This system is characterized by a grid pattern of divided roadways interconnected with collector and local streets to provide access to commercial and residential properties throughout Plano. The

Thoroughfare Plan map shows the general location and design standards of roadways and serves as a guide to the Community Investment Program (CIP) in regard to street construction (see Plate 1, Thoroughfare Plan map). As a result, Plano has an easily navigable roadway system.

The surface street system has several roadway types such as expressways, major and secondary thoroughfares, commercial and residential streets. Table 1 on the following page contains a general description of each category and the type of thoroughfares represented. The design standards (lane widths, right-of-way requirements, number of lanes and a typical cross-section) are shown on the reverse side of Plate 1.

**TABLE 1  
ROADWAY CLASSIFICATION AND THOROUGHFARE TYPE**

<b>Roadway Classification</b>	<b>Thoroughfare Type</b>
<p><b>EXPRESSWAYS</b></p> <p>Intended to carry the highest proportion of traffic through the City at highest speeds and longest distances.</p>	<p>A, T</p> <p>Tollway, Turnpike, Freeway,</p>
<p><b>MAJOR THOROUGHFARES</b></p> <p>Intended to provide a balance of high through volume capacity and non-residential property access for the majority of trips with destinations inside the City.</p>	<p>B+, B, C</p> <p>Divided thoroughfares</p>
<p><b>SECONDARY THOROUGHFARES</b></p> <p>Intended to provide the opportunity for access and circulation of residential areas for a majority of trips with origins inside the City and to provide connections to major thoroughfares.</p>	<p>D, E+, E, F</p> <p>Includes divided and undivided thoroughfares and collector streets.</p>
<p><b>RESIDENTIAL STREETS</b></p> <p>Intended to provide direct access to all abutting residential land areas and connections to collector streets.</p>	<p>G, H</p> <p>Local streets</p>

Most of the roadway system in Plano is complete and has been constructed to the full width and design capacity. Some opportunities exist to add through lanes to meet design standards specified on the Thoroughfare Plan. Continued maintenance of the existing roadway system and keeping increased traffic flowing efficiently and safely through the city are challenges for the future as Plano transitions from building new streets to maximizing the roadway system already in place.

### **Local Accessibility**

Access to Plano from the Metroplex and other areas is provided by expressways, surface street system and mass transit services. Cultural facilities, shopping areas, employment centers and residential neighborhoods are readily accessible via Plano's roadway system.

Accessibility is more than just an issue of efficiency and mobility; it can also affect health and safety. For this reason, all commercial and residential subdivisions in the City are required to have at least two points of access. This allows an additional route into and out of the subdivision for emergency vehicles when an entrance is blocked or unavailable.

Sometimes, accessibility can create problems for a neighborhood. Cut-through traffic and speeding are concerns for some neighborhoods in Plano. The increased traffic becomes a nuisance and the excess speed poses safety concerns. As traffic volumes increase, more drivers will seek alternative routes to avoid busy intersections and neighborhood streets could become more desirable routes for through traffic.

The Transportation Advisory Committee, through the Safe Streets Program, works with neighborhoods to develop solutions to mitigate these problems. The first phase of addressing cut-through traffic and excess speed through residential neighborhoods is education and law enforcement. Most times, this is effective; however, if these solutions do not improve the situation, then physical changes to streets are made to slow down motorists and discourage "cut-through" traffic. Any proposals to modify streets must consider the impact on emergency vehicle access and response times before implementation.

### **Intersection Improvements**

Many years ago, the City of Plano designated certain intersections as candidates for grade-separated interchanges on the Thoroughfare Plan map. The perceived benefit was that these facilities would improve traffic flow at major intersections as Plano and surrounding communities continued to grow. However, recent studies indicated that building grade-separated interchanges is not as cost-effective as at-grade improvements. In 2004, grade-separated overpasses were removed from the Thoroughfare Plan map with the exception of interchanges involved with regional expressways.

The intersection of Legacy Drive and Preston Road should be closely monitored over time as it is in close proximity to the S.H. 121 corridor and the corporate campuses within Legacy. Additional development in these two areas could have a significant impact on the operation of this intersection. Therefore, future traffic conditions may require re-evaluation to determine if a grade-separated interchange would be necessary, but only after all at-grade improvement options have been fully evaluated.

Most of the right-of-way has already been acquired to accommodate previously proposed grade-separated interchanges. Grade-separations are unlikely in the foreseeable future. However, it is difficult to account for various conditions that could change over time. The rights-of-way at these locations should be preserved and additional rights-of-way acquired, when necessary, to accommodate future traffic flow improvements at these locations. Loss of the rights-of-way could preclude the ability of future decision makers to fully address changing conditions. Some at-grade improvements could require extensive rights-of-way to operate safely and efficiently.

Exceptions to retaining rights-of-way should be considered for the intersections of Spring Creek Parkway and Jupiter Road, Spring Creek Parkway and Preston Road and at Plano Parkway and Coit Road. While originally planned and built as a Type A limited access service facility that could accommodate future capacity improvements, such as grade separations, the design standards for Spring Creek Parkway have been revised to provide uniform limited access without grade separations. Enhanced intersection improvements can be provided at the intersection of Spring Creek Parkway and Jupiter Road within the existing 160 foot right-of-way. The proximity of the railroad crossing on Coit Road south of Plano Parkway and the “jug-handle” ramp design will make major improvements at this location infeasible.

The Transportation Engineering Division has completed evaluation of a “Median Left-Turn” design for three intersections. The intersections are located at Spring Creek Parkway and Coit Road, Plano Parkway and Preston Road and Legacy Drive at Preston Road. The “Median Left-Turn” design is an innovative approach to reduce stacking of vehicles making left turns and to improve overall flow at major intersections. The “Median Left-Turn” design will require the additional right-of-way originally reserved for grade separations. Final designs are underway with construction planned for 2008.

### **High Accident Location/High Accident Road Segment**

The High Accident Location/High Accident Road Segment (HAL/HARS) program is used by the City of Plano’s Transportation Division to identify and develop solutions for roadway locations with a high number of vehicle collisions. The program also considers citizen complaints, maintenance and staff suggestions. This information is used to compare traffic safety and traffic flow characteristics of high accident locations. High accident locations that can be improved with low cost and quick solutions are addressed immediately. Locations that need more extensive, higher cost improvements are reviewed for consideration of placement on the Community Investment Program (CIP). The HAL/HARS program also produces the annual traffic safety report on the effectiveness of roadway modifications and other traffic safety programs and practices.

### **Traffic Signal System**

The City of Plano operates over 200 traffic signals using a wireless communications system. The system coordinates traffic signals to minimize stopping, which reduces fuel usage, and vehicle exhaust emissions. Timing of traffic signals at intersections has improved and enhanced coordination of traffic movement on Plano's thoroughfare system. This is an example of a local initiative that contributes to improvement in air quality of the Metroplex region.

There are a large number of signalized intersections and a need to balance through traffic movement with access to and from neighborhoods and business centers. Due to these factors, signalization will not overcome traffic congestion. It is a valuable tool that supports the operation of Plano's surface roadway system, but it cannot overcome conditions resulting from traffic volumes that exceed capacities.

### **Regional Transit System**

Mass transit is a key factor in the provision of alternative transportation opportunities for Plano residents. Mass transit service in the form of buses and light rail is provided through the City's membership in the Dallas Area Rapid Transit (DART). Both services connect the City with major destination points and other transit systems in the Metroplex region.

Table 2 provides a description of scheduled DART Capital Improvement Projects from the 2030 Service Plan approved in October of 2006 that could impact Plano in the near future:

**TABLE 2  
PLANNED DART CAPITAL IMPROVEMENTS  
ASSOCIATED WITH PLANO**

CAPITAL IMPROVEMENTS	NOTES	STATUS
High-Occupancy Vehicle Lane (HOV) along U.S. 75	LBJ Freeway to Bethany Road	Under Construction
North Cross-Town Corridor (Former Cotton Belt RR ROW)	Would connect Plano with DFW International Airport	Adopted in 2030 DART plan
Patron Parking Structure	Parker Road Station	Under Study

Source: Dallas Area Rapid Transit

The City of Plano has been able to maximize its membership benefits in DART through various efforts, and ridership has grown significantly. The average daily ridership on DART facilities serving Plano has increased by almost 100% from 2,800 in 2000 to 5,565 in 2006 since the arrival of light rail in 2002. Current bus service includes a route from downtown Plano along the K Avenue corridor to the Collin Creek Mall and businesses along U. S. 75. Other bus routes in Plano connect with Collin College's Spring Creek campus and the East Plano area with the Plano Parkway, 15th Street and Parker Road corridors. The bus route then travels up Preston Road and serves the Legacy area. Another route presently serves the Dallas North Tollway corridor up to Parker Road and the Shops at Willow Bend Mall from the Medical Center of Plano at the Coit Road and 15th Street intersection. DART also has an on-call service for people with physical disabilities that make it difficult to use bus or light rail facilities. People can call and schedule appointments for transportation services. Advance arrangements are necessary.

There are gaps in the transit system, particularly with east-west service. More attention should be focused on feeder routes to the light rail stations. The challenge in extending service further west in Plano is ridership. DART has recently determined that there is little demand for bus service west of Coit Road and north of Parker Road. DART periodically evaluates all routes and eliminates those with the low ridership.

The City of Plano also has another on-call transit service through a contract with Collin County Area Regional Transit (CCART). CCART provides curb to curb transportation services for people age 60 years and older. This service is called Senior Trans. There are two vehicles that provide service five days a week and three days a week respectively. People contact CCART and arrange for the transportation they need. This service is funded through the Parks and Recreation Department and is affiliated with the Collin County Committee on Aging. Under a separate grant, CCART also provides transportation for seniors to meals provided by the Collin County Committee on Aging during lunch time at the Plano Senior Center. An interdepartmental study of transportation and other services for Plano's growing senior population is currently underway and may provide other options that can be implemented in the future.

### **Bicycle Transportation System**

The bicycle is considered a component of the multi-modal transportation system found within the City of Plano. As the City matures and neighboring communities continue to develop at a rapid pace, vehicular transportation within Plano will become more difficult. The bicycle could be a limited alternative transportation option for trips to employment centers, transit stations, shopping centers, educational institutions and cultural facilities. Recreational bicycle use is also very important. A quality recreational bicycle trail system is a major contributor to the overall quality of life of a community.

The City of Plano has an extensive bicycle transportation plan in place as indicated in the Bicycle Transportation Plan map (see Plate 2). The Bicycle Transportation

Plan map shows the location and type of system available in Plano through a network of on-street routes and off-street trails. The system is divided into four categories: the Regional Veloweb (a regional network of the bicycle trails in the Metroplex), Major Routes, Secondary Routes, and Recreational Trails.

The Six Cities Trail Plan was adopted in October of 2001, and included the cities of Allen, Frisco, Garland, McKinney, Plano, and Richardson. This plan includes interconnecting bicycle transportation plans for these six cities. The Six Cities Trail Plan would utilize the alignment along the Rowlett Creek corridor, the Bluebonnet Trail, and Preston Ridge Trail to create a multi-city trail plan.

Continuing improvements and expansion of the bicycle trail system will be necessary. Access across barriers such as U.S. 75 and major thoroughfares is a concern for bicyclists in Plano. The City of Plano hired a consultant to study safe crossings of major thoroughfares in 2005. Recommendations from the study for collector street crossings were included in the 2005 bond election. Additional funding for implementation of the study recommendations for major thoroughfare crossing improvements will require a future bond election. The Engineering Department received grants to improve the crossing at 15th Street and U.S. 75 interchange and to build a bicycle/pedestrian bridge over U.S. 75 at Park Boulevard. More details about bicycle transportation in Plano can be found in Policy Statement 1.0 - Bicycle Transportation.

### **Objectives for Theme II - City of Organized Development**

**Objective B.1** Provide a local roadway system with safe and efficient cross-town and neighborhood circulation and access, in accordance with the Thoroughfare Plan.

**Objective B.2** Enhance the efficiency of intersections to cope with increased traffic demand on the roadway system.

**Objective B.3** Provide for the full operation of Plano's thoroughfare system through the completion of remaining capacity improvements.

**Objective B.4** Promote the provision of a fiscally responsible, diversified transit system which addresses local and regional needs, and maximizes the benefits derived by Plano.

**Objective B.5** Promote safe and accessible recreational and destination-oriented bicycle use.

### **Strategies for Theme II - City of Organized Development**

**Strategy B.1** Review and update the Transportation Element, including the Thoroughfare Plan map every three years.

**Strategy B.2** Allow for amendments to the Thoroughfare Plan map between updates only when essential to the development of land and when supported by a study of local and system wide impacts of the proposed change.

**Strategy B.3** Conduct an annual review of existing transportation facilities, particularly major intersections, and their performance and safety records to improve traffic capacity and safety.

**Strategies B.4** Where possible, acquire rights-of-way for additional turn lanes at major intersections.

**Strategy B.5** Through the development review process and Community Investment Program (CIP), provide safe, reliable street access for daily use, and for emergencies to all developed properties.

**Strategy B.6** Complete missing links of the thoroughfare system and develop roadways in accordance with design standards as indicated on the Thoroughfare Plan map and Thoroughfare Plan standards ordinance.

**Strategy B.7** Maintain a close working relationship with DART and monitor its development of plans and programs to ensure Plano's transportation needs are properly understood and addressed.

**Strategy B.8** Develop and maintain a system of bicycle routes and recreational trails for destination and recreational use that lead to cultural attractions and employment areas, mass transit facilities and residential neighborhoods.

### **THEME III - CITY IN TRANSITION**

#### **Increased Traffic Volumes**

As is the case in most cities, Plano's biggest travel demand is by automobile. This demand has grown with the city as it has matured. A measurement of the growth of automobile travel in Plano is the average traffic count of selected major thoroughfares. Roadways were selected that traveled through the most populated areas of the city. Table 3 on the following page provides average traffic counts from all sections of the selected roadways from 2000 and 2006.

**TABLE 3  
AVERAGE WEEKDAY TRAFFIC COUNT OF SELECTED MAJOR  
THOROUGHFARES**

Roadway	2000 Average	2006 Average	Change
Coit Road	34,312	37,967	10.7%
Custer Road	21,685	25,171	16.1%
K Avenue	21,541	20,365	-5.5%
Legacy Drive	32,094	32,774	2.1%
Park Boulevard	21,754	24,827	14.1%
Parker Road	28,325	26,863	-5.2%
Preston Road	42,605	44,445	4.3%
Spring Creek Parkway	24,177	25,783	6.6%

Source: City of Plano Transportation Division

The data in Table 3 indicate that six of the eight roadways increased the average weekday traffic counts from 2000 to 2006. The greatest increases were for Coit Road, Custer Road, and Park Boulevard. The Cities of Allen, Frisco, and McKinney have experienced tremendous growth since the 2000 Census. The North Central Texas Council of Governments estimates that Allen's population has increased by 76 percent as compared with 173 percent for Frisco and 106 percent for McKinney. The highest growth areas of the three cities are located along the Coit Road and Custer Road corridors. Park Boulevard provides east-west access into Plano. The roadway begins near Murphy and Wylie. These cities have grown by 302 and 134 percent respectively. Continued population growth in Plano's neighboring cities will contribute to increased traffic on Plano's thoroughfares as more people travel through the city for employment opportunities

K Avenue and Parker Road have experienced decreases in average weekday traffic counts. The loss of traffic may be attributed to reduced capacity along K Avenue and the construction for additional lanes for Parker Road. Drivers are seeking alternative routes to avoid traffic congestion and construction delays. Traffic congestion is a problem on K Avenue at the Legacy Drive, Parker Road, and Park Boulevard intersections. Most of the intersections will receive major lane modifications to mitigate congestion.

Improvements to Parker Road east of Plano have been completed; however, work is still underway on adding lanes from K Avenue to east of P Avenue. Reconfiguration of the interchange at Parker Road and U. S. 75 will begin during spring or summer of 2008 and will last about two years. When these projects are completed, traffic volume should return and probably exceed counts from previous years.

### **High Congestion Areas**

Several areas of the City are experiencing relatively high levels of traffic congestion. The five highest congestion locations are the Legacy area; the S. H. 121 corridor, the Dallas North Tollway corridor, and the U. S. 75 interchange locations at Parker Road and Spring Creek Parkway.

Heavy traffic concentration in the Legacy area results from the corporate employment centers situated along Legacy Drive. Both Legacy Drive and Spring Creek Parkway serve regional traffic needs by providing connections between Preston Road and S. H. 121. At the present time, Frito-Lay, Inc., Cadbury Schweppes, Electronic Data Systems Corporation, the J. C. Penney Co., Inc., Countrywide Financial Corporation, Ericsson, Inc., and other companies employ approximately 37,000 persons in Legacy. Traffic congestion in the area occurs primarily during weekday morning and evening peak hour periods. However, the entertainment and retail businesses in the Legacy Town Center attract quite a few people on the weekend as well. Much more development of land is possible in Legacy, yet the vast majority of the thoroughfare system serving it is in place. Therefore, continued monitoring of traffic volumes in the area and the introduction of TDM measures and mass transit services will be essential to maintaining its significance as a major destination and employment center.

S.H. 121 passes through one of the highest growth areas in the Metroplex. Development still continues in northern Plano and the Legacy area as well as in Allen, Frisco, and McKinney. Traffic count data shows a 7.2 percent increase in automobiles using the highway between 2000 and 2004, the last year data was available from the Texas Department of Transportation (TxDOT). The construction of the service roads and interchanges at the Dallas North Tollway, Preston Road, and Custer Road has improved traffic flow along the S.H. 121 corridor. The Regional Transportation Council has awarded the North Texas Tollway Authority (NTTA) the bid to construct and operate the main lanes of S.H. 121 as a tolled facility.

Continued office and retail development along with residential growth in cities such as Celina, Frisco, and Prosper along the Dallas North Tollway corridor has increased congestion during peak weekday travel periods. Backups are now beginning to occur at the Parker Road Toll Plaza. This situation may worsen with the recent extension of the Tollway from S.H. 121 to U.S. 380.

In response to the congestion trends along U.S. 75, the city sponsored a corridor improvement study for all ramps except Legacy Drive within Plano and the Parker Road interchange. TxDOT is using the study recommendations to improve the ramp placement along the U.S. 75 corridor and reconfigure the interchange at Parker Road. Both TxDOT and DART are building High Occupancy Vehicle lanes from Interstate 635 in Dallas to Bethany Road in Allen. The purpose of the lanes is to provide optimum travel conditions for vehicles with two or more persons, hybrid vehicles, and motorcycles and to encourage more people to ride share instead of traveling alone in their cars.

Use of the President George Bush Turnpike has grown immensely since the roadway opened in 1998. The North Central Texas Council of Governments (NCTCOG) reported traffic count volumes at over 120,000 vehicles per day in 2004 at the Coit Road Toll Plaza. This figure is almost twice than the 63,000 vehicles per day projected by the North Texas Tollway Authority (NTTA) for the same year before the turnpike opened. Much development has occurred along the expressway corridor at Coit Road and in the Research/Technology Crossroads (RT) near Jupiter, Renner and Shiloh Roads. There is still a considerable amount of land available for development along the corridor and its utilization will increase traffic to even higher levels on the turnpike.

**Commuting Patterns**

In 2006, the U.S. Census Bureau released detailed information regarding commuting patterns between cities. Tables 4 and 5 list the top ten cities where Plano workers commute for employment and where people live who travel into Plano for their jobs. Plano’s commute pattern has mostly been north to south for the past several decades. Table 4 shows this trend continues with Dallas and Richardson as the leading destination cities for Plano workers. While the southbound commuting pattern remains significant, other trends have emerged. Plano workers are also traveling east and west to employment opportunities in Irving, Farmers Branch, Addison, Carrollton, and Garland. For the second consecutive census, data indicates that more Plano residents are commuting to jobs within the city than traveling south to Dallas.

The growth of the Legacy area and development along the Dallas North Tollway, President George Bush Turnpike, and U. S. 75 corridors during the 1990s and early 2000s have created employment centers in Plano that attract people who live within the city and in neighboring communities. Statistics from U.S. Census Bureau indicate over 62,000 people are coming into Plano to work each day while almost 71,000 residents leave daily for jobs located outside the City.

**TABLE 4  
TOP 10 COMMUTING DESTINATIONS FOR PLANO RESIDENTS  
TRIP ORIGIN – PLANO**

Work Trip Destination	Number	Percent
Plano	45,390	39.1%
Dallas	31,650	27.3%
Richardson	12,205	10.5%
Irving	3,570	3.1%
Farmers Branch	3,405	2.9%
Addison	3,035	2.6%
Carrollton	3,025	2.6%
McKinney	2,425	2.1%
Garland	2,110	1.8%
Allen	1,715	1.5%

Source: 2000 U. S. Census

Table 5 reveals some interesting trends. Almost 24,000 people are reversing the commuting patterns and traveling north from Dallas and Richardson to jobs in Plano. These reverse travel movements help mitigate peak hour patterns that typically result in greater southbound congestion in the morning and increased northbound traffic in the evening. Over 13,000 people commute to Plano from cities to the north such as Allen, Frisco and McKinney. The data from the U.S. Census Bureau indicates that many people make east-west commutes from neighboring cities as well. Over 12,000 people were coming to jobs in Plano from Carrollton, Garland, Lewisville, and Wylie. These emerging commuting patterns are expected to continue and must be considered in transportation planning efforts.

**TABLE 5  
TOP 10 PLACES OF ORIGIN FOR PLANO WORKERS  
TRIP ORIGIN – OTHER CITIES**

Place of Origin	Number	Percent
Plano	45,390	42.2%
Dallas	17,890	16.6%
Garland	6,100	5.7%
Allen	4,825	4.5%
Richardson	4,750	4.4%
McKinney	4,570	4.2%
Frisco	3,980	3.7%
Carrollton	3,075	2.9%
Wylie	1,545	1.4%
Lewisville	1,365	1.3%

Source: 2000 U. S. Census

**Future Outlook for Transportation**

It is no surprise that statistics on traffic volumes, commuting patterns and employment trends continue to document increased automobile traffic on Plano streets. With most of the thoroughfare system in place and no land available for expansion of the existing street system, the roadway service levels will continue to deteriorate and congestion at major intersections will increase. In response, other modes of transportation will need to be utilized more effectively. In particular, ridership on the mass transit system (particularly buses) must increase. Limited bus ridership has led to service changes and cutbacks in Plano. Light rail has proven to be a popular option for mass transit among Plano residents, but it is more expensive to construct due to acquisition of rights-of-way and the provision of new infrastructure. Buses use existing roadways and can be more easily allocated to meet the needs of the service area. Plano should work with DART and other regional transit agencies to ensure coordination between bus routes, light rail transit origins and destinations, and major employment centers. The system should be easy to use, timely, and routed to desired destinations.

Plano is part of the Dallas-Fort Worth region where over 6.5 million people live. The North Central Texas Council of Governments (NCTCOG) is in the process of developing its Mobility 2035 Plan, a document which will identify transportation projects needed to accommodate an additional four million people expected to live in the region. The plan utilizes a multimodal approach to the region's transportation system through addressing expansion and improvement projects to the roadway system, mass transit and bicycle transportation.

Two modes of mass transportation are commuter rail and light rail provided by DART, Denton County Transit Authority, and the Fort Worth Transit Authority (the "T"). NCTCOG's Regional Rail Corridor Study includes over 250 miles of new rail service for the region within the Central, Northeast, and Southwest corridors (see attached map).

A rail project which will serve Plano is the North-Cross Town Corridor, also known as the Cotton Belt. The railway line passes through southeast Plano near downtown and may eventually extend 52 miles from Wylie to Fort Worth. However, DART's service plan focuses on the eastern section of the Cotton Belt regional rail line which would connect Plano with the Dallas-Fort Worth International Airport and interface with DART's Green, Orange, and Red rail lines. There would be connections with two Northeast Corridor routes including the proposed Burlington Northern Santa Fe (BNSF) commuter rail line with service to Frisco and Irving, and the Denton County Transit Authority's commuter rail line from Denton to Carrollton. Finally, service to downtown Fort Worth would be provided on the western half of the Cotton Belt by the Fort Worth Transit Authority from Dallas-Fort Worth International Airport.

The City of Plano has designated two locations for future stations along the Cotton Belt railway in Plano. The first station would be located at the existing crossing of the Cotton Belt and the DART Red line at 12th Street. This concept would provide an additional Red Line station serving Plano and it offers an economical opportunity to create a station complex serving passenger transfers between the Cotton Belt and the Red Line. The 12th Street station is a good location for connecting bus and shuttle service to surrounding employment centers and residential areas, provides access to affordable housing, and would further stimulate transit-oriented development near downtown Plano. The second station would be located in southeast Plano, at Shiloh Road and would serve an employment center with over 16,000 jobs within a two mile radius.

The Northwest Transit Center, which will be located south of Tennyson Drive at the Dallas North Tollway, is also part of DART's 2030 service plan. Construction on the project will begin in 2011 and will serve the Legacy area and western areas of the city with bus service. Bus Rapid Transit (BRT) could be another good option for DART to consider using in Plano. BRT operations provide service with limited stops between multiple destination points. It could use a separate lane in its own right-of-way or existing roadways. BRT service in Plano could be operated from Legacy Town Center to the Northwest Transit Station and continue on to the Parker Road Transit Station.

### **Transportation Improvement Projects**

Many issues face Plano in regards to the provision of a variety transportation service options. In light of limited financial resources and availability of land required for capacity improvements, it will be important that the City get the most from its investment on projects to improve transportation. An option to consider would be the development of criteria to prioritize transportation improvement projects. Here are some examples to consider:

- Ability to mitigate traffic impacts for the least amount of cost.
- Ability to improve the utilization of existing transportation facilities.
- Relationship to other City issues such as changing demographics, growing reverse commute, and new employment centers.
- Regional as well as local significance such as potential to improve air quality.
- Fostering public/private partnerships to solve common problems including those using private investment in long term transportation solutions. Examples include encouraging large employers to participate in TDM programs and private development of major transportation infrastructure improvements.
- Fostering coordination between efficient land use and transportation system investments.

The criteria listed above could help guide decisions for funding and implementing transportation improvement projects.

### **Traffic Impact Analysis**

Plano has used Traffic Impact Analysis (TIAs) studies for many years to determine the impact of new development on the local roadway system. TIA studies typically show that new development generates more traffic and decreases level of service at intersections of major thoroughfares. Since there are very few options to improve capacity to accommodate increased traffic, the value of TIAs is questionable. A negative TIA finding does not provide the legal means to deny or delay development that conforms to zoning and subdivision regulations unless there are capacity enhancement options available. Using it as a development review tool tends to complicate rather than improve the review process, because the results often cannot be translated into specific actions. A consultant study on the use of TIAs for the City of Plano recommends that the City abandon TIAs in favor of a circulation plan for large development projects.

### **Regional Mobility**

Plano's transportation system is strongly tied to the regional network of roadways, rail, and transit services within the Metroplex. The expenditure of federal, state and local funds for regional transportation improvements is guided by the "Regional Transportation Plan for North Central Texas" (currently called Mobility 2030)

sponsored by NCTCOG. The current plan is required to justify federal funding for various roadways.

The Regional Transportation Plan is a long-term, comprehensive program that stresses participation of local governments, transit authorities and TxDOT. The plan addresses mitigation of transportation problems along freeways and regional arterial roadways. In addition to roadway improvements, the plan addresses bus and rail transit service as well as high occupancy vehicle (HOV) systems for carpools and buses. Plano's transportation system must be consistent with that provided throughout the Metroplex in order to move traffic as efficiently as possible. Inconsistencies in the transportation system could result in untimely delays and worsening of air quality due to increased exhaust emissions from idling vehicles. The City of Plano participates fully in reviews and updates of the Regional Transportation Plan to ensure the document's consistency with the City's Thoroughfare Plan.

Plano is nearing full development, but neighboring cities continue to grow rapidly. To ensure regional mobility, it is important that the transportation system within Plano interconnects with those in neighboring cities. This is accomplished through coordination with officials from surrounding cities and comparing land use and transportation plans. Plans for roadway improvements and development projects that could impact traffic on streets should be shared and evaluated.

### **Emerging Technologies - Intelligent Transportation Systems (ITS)**

Intelligent Transportation Systems (ITS) is a nationwide effort to link new communication, information, and mapping technologies to improve transportation mobility and efficiency. The U. S. Department of Transportation (USDOT) and the Intelligent Transportation Society of America (ITS AMERICA) are working with many organizations and companies at national and international levels to make ITS a reality. The City of Plano is currently participating with DART on an Integrated Corridor Management Project on U.S. 75. This project calls for coordination of transportation groups to keep traffic moving along the U.S. 75 corridor by sharing information with local governments, transportation service agencies, major employers, roadway and transit users.

The city and the region should continue to identify and incorporate ITS elements into transportation operations. ITS represents another way to better utilize the transportation capacity that is already in place.

### **Objectives for Theme III - City in Transition**

**Objective C.1** Coordinate with neighboring cities and regional transportation agencies on critical land use and transportation issues.

**Objective C.2** Ensure that Plano's transportation system is consistent with that of the Metroplex region through review of regional and local plans.

**Objective C.3** Employ innovative programs to reduce traffic congestion on regional expressways and the City's street system.

**Objective C.4** Ensure quality mass transit services and interconnectivity with both local and regional destinations.

**Objective C.5** Minimize the impact of new development and redevelopment on the operation of Plano's thoroughfare system.

### **Strategies Theme III – City in Transition**

**Strategy C.1** Coordinate with neighboring communities to explore regional transportation approaches that would improve traffic flow within and between jurisdictions.

**Strategy C.2** Participate in the development and implementation of NCTCOG's Regional Transportation Plan and other regional coordination programs.

**Strategy C.3** Work with DART to identify and implement new bus transit alternatives in Plano. In particular, explore the provision of bus rapid transit between Legacy and the Parker Road station.

**Strategy C.4** Support DART's efforts to improve east-west transit service, including a connection to DFW International Airport, through the development of funding options and designation of the proposed station locations along the Cotton Belt corridor at 12th Street and at Shiloh Road within Plano.

**Strategy C.5** Work with DART and other transportation service agencies to develop plans and programs to provide transportation services for the disabled and seniors.

**Strategy C.6** Encourage expansion of DART services to new member cities using equitable funding policies.

**Strategy C.7** Develop criteria to prioritize transportation improvement projects and programs that will receive funding from Plano's Community Investment Program (CIP).

**Strategy C.8** Require developers to submit site circulation plans for major development projects to improve on-site circulation and vehicle access to and from the property.

## **2011 THOROUGHFARE PLAN MAP AMENDMENTS**

The Thoroughfare Plan map displays the future plans for Plano's transportation system. Several changes are proposed for the 2011 update.

**1. 12th Street DART Station**

Place a DART facility symbol at the junction of the DART Red rail line and the St. Louis and Southwestern Railroad (Cotton Belt) identifying the 12th Street station.

**2. Shiloh Road DART Station**

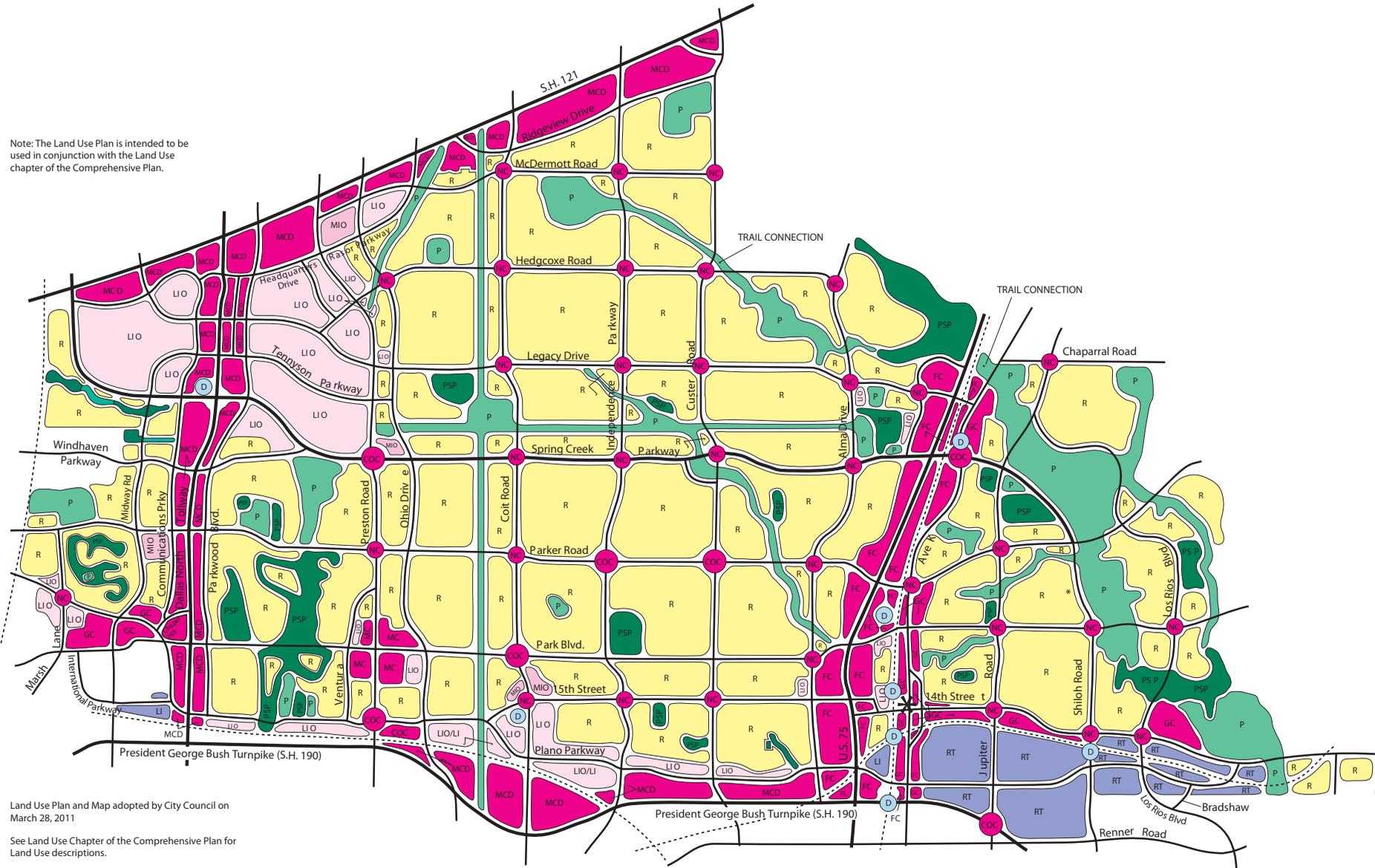
Place a DART facility symbol just west of Shiloh Road at the intersection with the St. Louis and Southwestern Railroad (Cotton Belt).

# CITY of PLANO LAND USE PLAN

Note: The Land Use Plan is intended to be used in conjunction with the Land Use chapter of the Comprehensive Plan.

## LEGEND

- Residential
- Low Intensity Office
- Medium Intensity Office
- High Intensity Office
- Major Commercial
- Community Commercial
- Neighborhood Commercial
- General Commercial
- Freeway Commercial
- Major Corridor Development
- Research / Technology Center
- Light Industrial
- Major Parks and Recreation
- Major Public and Semi-Public
- DART Facility
- Business/Government Center  
(Historic Business District)

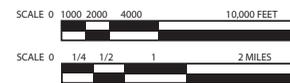


Land Use Plan and Map adopted by City Council on March 28, 2011

See Land Use Chapter of the Comprehensive Plan for Land Use descriptions.

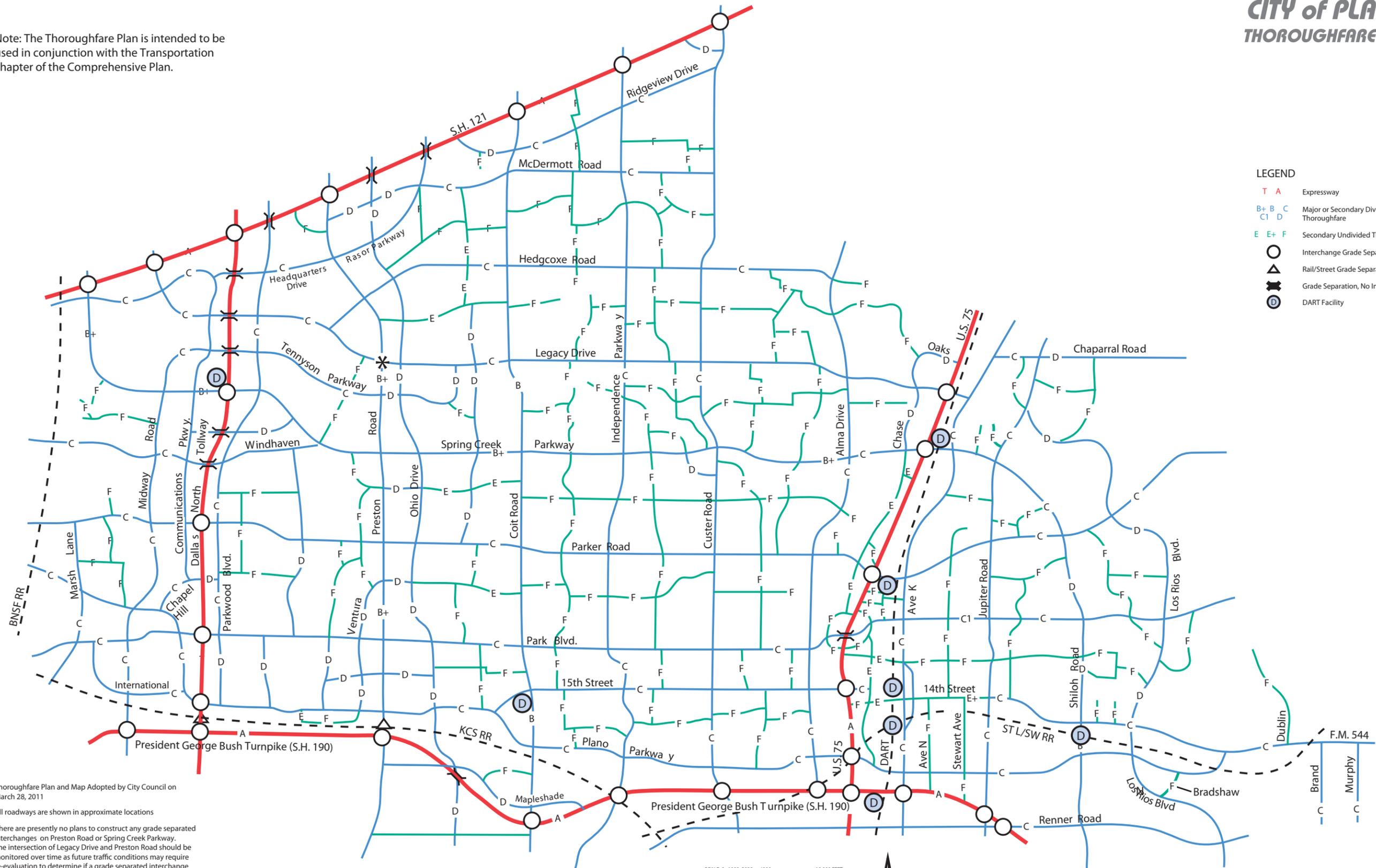
\*The section of Shiloh Road between Parker Road and 14th Street is subject to the design and development phasing plan defined in Resolution Number 98-2-23(R).

A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.



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
  - 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 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).

SCALE 0 1000 2000 4000 10,000 FEET

SCALE 0 1/4 1/2 1 2 MILES

