

## PLANO CITY COUNCIL



**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. JUNE 10, 2002, AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:**

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

### **EXECUTIVE SESSION**

- |     |   |           |         |
|-----|---|-----------|---------|
| I.  | Legal Advice  | Wetherbee | 10 min  |
| A.  | Respond to questions and receive legal advice on agenda items |           |         |
| II. | Personnel   | Council   | 15 min. |
| A.  | DART Board of Directors                                       |           |         |
| B.  | Board of Adjustment   |           |         |

### **PRELIMINARY OPEN MEETING**

- |      |  |         |         |
|------|--|---------|---------|
| I.   | Consideration and action resulting from executive session discussion: Personnel – DART Board of Directors, Board of Adjustment | Council | 5 min.  |
| II.  | DART Status Report   | Pope    | 10 min. |
| III. | Rubber Wheel Trolley Service Presentation  | Newby   | 10 min. |
| IV.  | Discussion of 4a and 4b Economic Development Sales Tax   | Turner  | 10 min. |
| V.   | Council items for discussion/action on future agendas  | Council | 5 min.  |
| VI.  | Consent, Statutory and Regular Agenda  | Council | 5 min.  |
| VII. | Council Reports  | Council | 5 min.  |
| A.   | Council May Receive Information, discuss and provide direction on the following reports:                                       |         |         |

- B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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

***Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.***

# CITY COUNCIL

1520 AVENUE K

DATE: June 10, 2002

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rev. Jennie Churchman  
Disciples Christian Church

PLEDGE OF ALLEGIANCE: Girl Scout Troops 290 & 525  
Shepard Elementary School

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>MISSION STATEMENT: THE PURPOSE OF PLANO CITY GOVERNMENT IS TO FACILITATE AN OUTSTANDING QUALITY OF LIFE FOR RESIDENTS AT A REASONABLE COST IN TAXES AND FEES.</p> <p><b><u>Plaques of Appreciation</u></b></p> <p><u>Tax Increment Financing Reinvestment Zone No. 1 Board</u> Phil Dyer</p> <p><u>Youth Advisory Commission</u> Kyle Harger Merita Zoga Jordan Baucum William Weekley Alexis Linn Ceesun Sumurdy Evan Nicholas Scott Hughes Matthew Parker Ashley Noble Cody Winchester Hunter Tharp Jordan Herskowitz Markovan Nash</p> <p><b>GENERAL DISCUSSION</b></p> <p><b>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</b></p> <p><b>Persons wishing to speak before the City Council should limit remarks to a total speaking time of five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. At the discretion of the Mayor other time restraints may be directed depending on prevailing factors.</b></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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>CONSENT AGENDA</b></p> <p><u>Any citizen may remove an item from the Consent Agenda for individual discussion, limited to a maximum of two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <b>Approval of Minutes</b></p> <p>May 28, 2002 June 3, 2002</p> <p><u>Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:</u></p> <p>(b) <b>Bid No. C078-02</b> for a fixed-price contract for Ford Auto &amp; Light Truck OEM Parts for the Warehouse in the estimated annual amount of \$45,000 for an annual contract with renewals.</p> <p>(c) <b>Bid No. C084-02</b> for Water &amp; Wastewater Pumping Facilities in the estimated annual amount of \$59,000 for an annual contract with renewals.</p> <p>(d) <b>Bid No. B090-02</b> for One 15,000 GVWR 4X2, Regular Cab &amp; Chassis w/Contractor Flat Bed Body &amp; Computerized Sprayer with Water Tank in the amount of \$65,280 for the Ground Maintenance Services District 1 Department.</p> <p>(e) <b>Bid No. B086-02</b> for a 70 HP Backhoe Loader for the Streets Department in the amount of \$43,244.</p> <p>(f) <b>Bid No. C069-02</b> for a fixed-price contract for Golf &amp; Tee Shirts for the Fire Department in estimated annual amount of \$28,050 for an annual contract with renewals.</p> <p>(g) <b>Bid No. B096-02</b> for the purchase of one network server in the amount of \$29,548 for the Equipment Services Department.</p> <p>(h) <b>Bid No. B091-02</b> for the 2001-02 Screening Wall Panel Reconstruction &amp; Column Repair Project, within the City of Plano in the amount of \$254,194. This project will involve the replacement of 315 screening wall panels and column repairs around the Wellington at Preston Meadow Subdivision upgrading them to current City standards.</p> <p><b>Adoption of Resolutions</b></p> <p>(i) To authorize an expenditure not to exceed \$5,000 for participation in the appeal to the 9<sup>th</sup> Circuit Court of the Federal Communications Commission declaratory order regarding cable modem service; authorizing participation in comments to the notice of proposed rules making issued by the FCC; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the terms and conditions of a public right-of-way use agreement by and between the City of Plano, Texas and EDS Information Services, L.L.C. to locate, place, attach, install, operate, and maintain a concrete duct bank consisting of 6 electrical conduits and related equipment in certain specific portions of the public rights-of-way in the City of Plano for the purpose of extending an existing concrete duct bank and electrical conduits used to supply electricity to EDS; authorizing its execution by the City Manager; and providing an effective date.	
(k)	To consent to the change of control of TCI of Plano resulting from the merger of AT&T Corp. (Parent Company of AT&T Broadband/TCI of Plano) and Comcast Corporation; approving an Acceptance Agreement as a condition to this merger, declining to exercise the right of first refusal to purchase reserved in City Ordinance No. 83-7-8 and providing for change of control effective and expiration dates.	
(l)	To approve and authorize refunds of property tax overpayments; and providing an effective date.	
(m)	To authorize the purchase of two Yazaki 100-ton gas absorption chillers/boilers from Yazaki Energy Systems, Inc., the sole source provider of such equipment; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase of two gas absorption chillers/boilers in an amount not to exceed \$151,541; and providing an effective date.	
(n)	To approve the settlement of the lawsuit styled the City of Plano, Texas, a home rule municipal corporation v. Cecil Parsons, Trustee and or assigns, Cause No. 004-756-01 pending in the Collin County Court at Law No. 5, Collin County, Texas in the amount of four hundred nineteen thousand and 00/100 (\$419,000); authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.	
<b>Adoption of Ordinances</b>		
(o)	To adopt and enact Supplement Number 57 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the code; and providing an effective date.	
(p)	To amend the penalty provision of Section 14-7 to Chapter 14 (Offenses – Miscellaneous) of the City of Plano Code of Ordinances to reduce the penalty to two hundred dollars (\$200) for using or operating roller skates, skateboards, and other similar devices within certain prohibited areas; and providing a repealer clause, severability clause, and an effective date.	
(q)	To amend Subsection (a) Section 12-169 (Riding on Sidewalks) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances to redefine areas where bicycle riding is prohibited; providing a penalty clause; and providing a repealer clause, severability clause, a savings clause, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	<p><b>Approval of QISV</b></p> <p>To approve an expenditure for the purchase of a Digital Recording System in the amount of \$40,686 from Voice Print International, Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager to execute all documents necessary to effectuate the purchase.</p>	
(s)	<p><b>Approval of Change Order</b></p> <p>To McMahan Contracting, Inc., increasing the contract by \$39,827 for the Independence Parkway Widening – Legacy Drive to McDermott Road, Change Order No. 4 (Bid No. B044-10).</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>The purpose of a Public Hearing is to receive input and information. The City Council is always open to public comment, but wishes to clarify that their focus is on the singularly presented position, and not on the assemblage. Eliminating the repetition of statements enables the City Council to more effectively consider all presentations.</u></b></p> <p><b><u>In order to be fair to all persons who have items on the agenda or interest in one or more of the items, the Council must impose time limitations on speakers in the Public Hearings. The applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor depending on other prevailing factors. Speakers will be notified by the City Secretary when speaking time has expired.</u></b></p>	
(1)	<p><b>Consideration of a resolution</b> to establish an International Business Protocol Task Force; providing for the appointment of co-chairs of the Task Force and a set of members; establishing the maximum number of members of the Task Force; establishing the purpose and responsibilities of the Task Force; and providing an effective date.</p>	
(2)	<p><b>Consideration of an ordinance</b> to extend until February 5, 2006 the franchise granted to TCI of Plano, Inc. to own, operate, and maintain a cable communications system in the City of Plano which is set to expire on or about February 5, 2003; and providing a repealer clause, a severability clause and an effective date. (First reading)</p>	
(3)	<p><b>Public Hearing and consideration of an ordinance as requested in Zoning Case 2002-19</b> - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to amend Planned Development-402-Retail/Office-2 (PD-402-R/O-2) on 18.3± acres located on the southwest corner of Plano Parkway and Ohio Drive in the City of Plano, Collin County, Texas, to eliminate the restrictions on retail development and to clarify the remaining stipulations; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned PD-402-R/O-2. Neighborhood #55. Applicant: City of Plano</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p><b>Public Hearing and consideration of an ordinance as requested in Zoning Case 2002-11</b> - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 21.1± acres located on the south side of Alliance Boulevard, 600± feet east of Preston Road in the City of Plano, Collin County, Texas, from Planned Development-350-Retail/Office-2 with Specific Use Permit No. 164 for an Outdoor Commercial Amusement Facility (PD-350-R/O-2 w/SUP #164) to Planned Development-138-Retail/Office-2 with Specific Use Permit No. 164 for an Outdoor Commercial Amusement Facility (PD-R/O-2 w/SUP #164) to accommodate the development of a hospital; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #67. Applicant: Rinker Properties Company</p>	
(5)	<p><b>Public Hearing and consideration of an ordinance as requested in Zoning Case 2002-16</b> - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 470 so as to allow the additional use of A Private Recreation Facility on one lot on 0.4± acre located south of Waskom Drive, 230± feet west of Leafy Glade Road in the City of Plano, Collin County, Texas, presently zoned Single-Family-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Single-Family-6. Neighborhood #1. Applicant: MCA-Plano Investments II</p>	
(6)	<p><b>Public Hearing and consideration of an ordinance as requested in Zoning Case 2002-17</b> - An ordinance of the City of Plano amending Subsections 6-113 and 6-114 of Section 6-100 (Procedural Steps of Zoning Applications and Amendments) of Article 6 of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to address authorized signatures and deadlines for receipt of zoning comment and protest letters; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(7)	<p><b>Public Hearing and consideration of Zoning Case 2002-13</b> - A request to amend Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance governing sign standards. Tabled 05-28-02.</p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	

June 5, 2002

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening at 5:00 in Executive Session with legal advice from the City Attorney and two personnel items.

The Preliminary Open Meeting consists of the DART status report, a presentation regarding rubber wheel trolley service, and discussion regarding 4a and 4b Economic Development Sales Tax.

I look forward to seeing you Monday evening.

Sincerely yours,

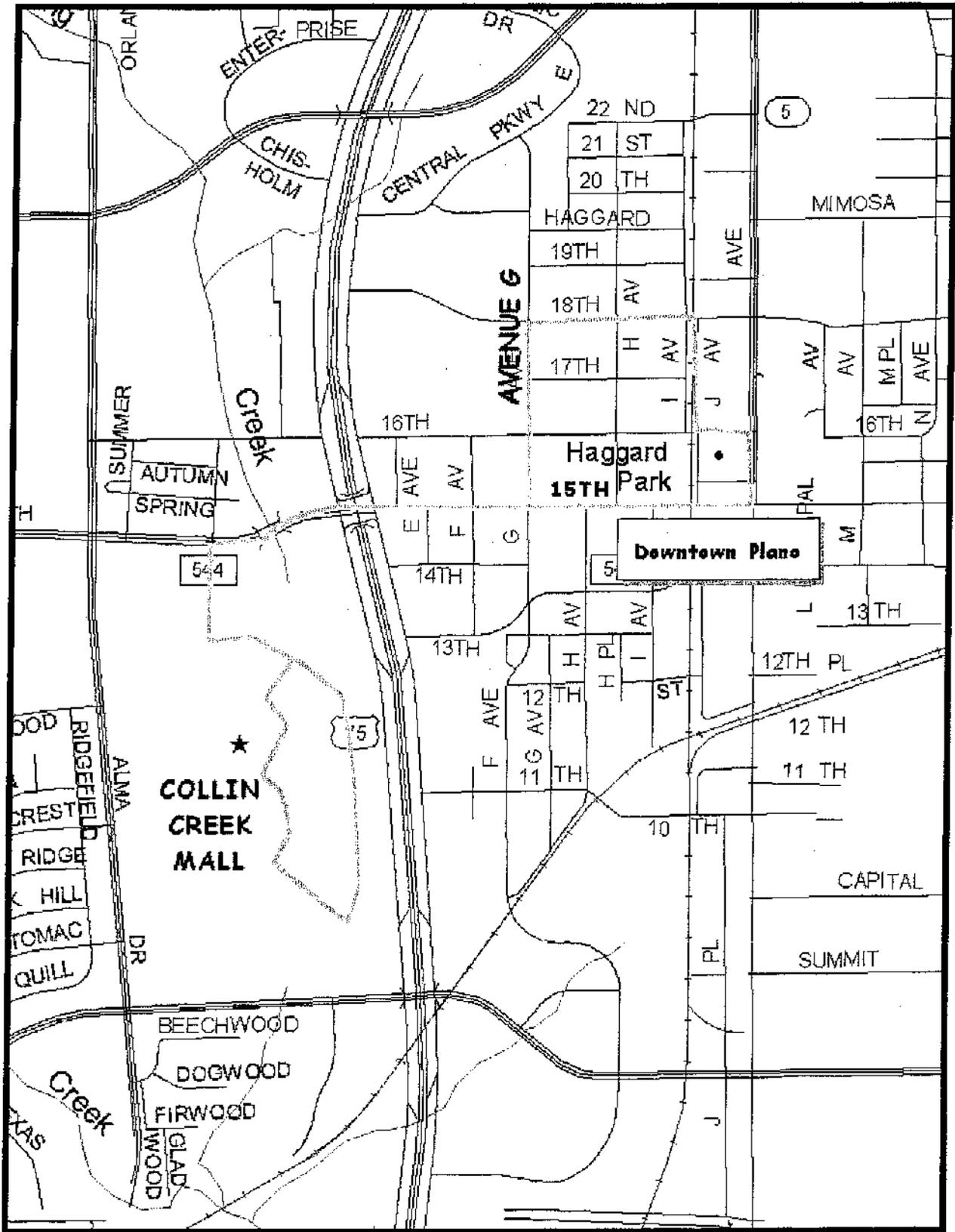
Thomas H. Muehlenbeck  
City Manager

THM/bn

Preliminary Open Meeting Item II.

DART Report  
Robert Pope

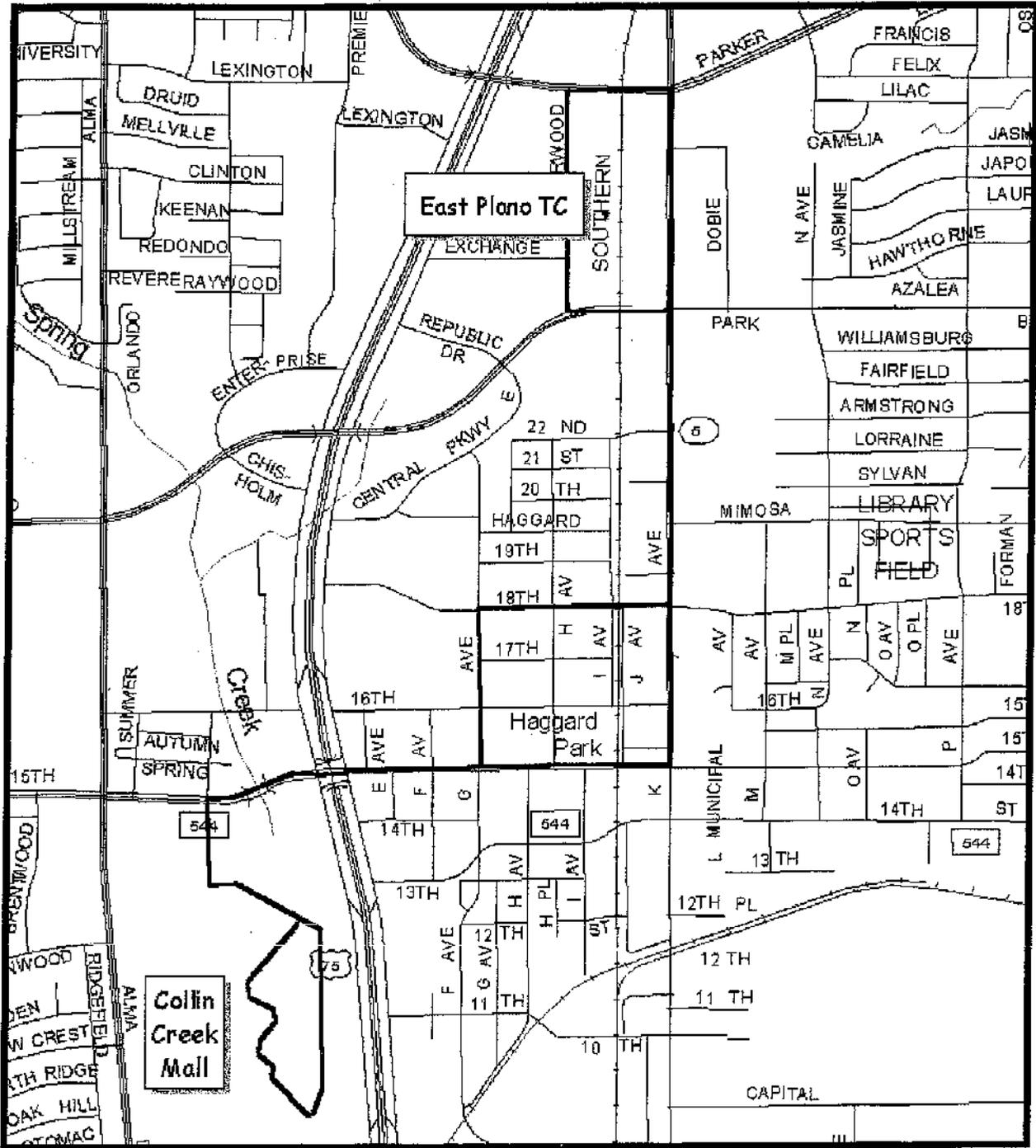
*Robert Pope*



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# JULY 2002 SERVICE CHANGE

## Route 760



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Preliminary Open Meeting Item IV.

4a and 4b Economic Development  
Sales Tax Discussion

*Item IVa*

**Discussion/Action Items for Future Council Agendas  
(as of June 5, 2002)**

**2002**

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

*June 15 – Council Retreat – Plano Centre*

**June 19**

Special Called Worksession to Discuss Results from Council Retreat

**June 24**

Comprehensive Monthly Financial Report  
Final Report on Public Art (Cusick)  
Plano at Maturity  
Mobility Report

*July 4 – Independence Day*

**July 22**

Comprehensive Monthly Financial Report

**July 24**

Proposed 2002/2003 Budget to Council

*July 25 – 28 AMCC – El Paso*

**August 5**

Spotlight on Information Services  
Presentation of Proposed CIP  
Public Hearing on Operating Budget and CIP  
Presentation by Solid Waste Department re Composting Business Plan

*August 10 – Council Budget Worksession*

*Don*

**August 12**

DART Status Report  
Mobility Report  
Discuss Tax Rate/Schedule Public Hearing

*August 17 – Council Budget Worksession*

**August 26**

Public Hearing on Tax Rate  
Comprehensive Monthly Financial Report

*September 2 – Labor Day Holiday*

**September 3** (moved from September 2 due to Labor Day holiday)

Spotlight on Public Safety Communications  
Joint Planning & Zoning Meeting

**September 9**

DART Status Report  
Mobility Report  
Council Adopts Operating Budget, CIP and Sets Tax Rate

**September 23**

Comprehensive Monthly Financial Report

*September 29 – October 2 – International City Management Association - Philadelphia*

**October 7**

Spotlight on Finance

**October 14**

DART Status Report  
Mobility Report

*TML – October 16 – 19 – Fort Worth*

**October 28**

Comprehensive Monthly Financial Report

**November 4**

Spotlight on Building Inspection

**November 11**

DART Status Report  
Mobility Report

**November 25**

Comprehensive Monthly Financial Report

*November 28/29 – Thanksgiving Holidays*

**December 2**

Spotlight on Intergovernmental Relations  
Joint Planning & Zoning Meeting

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

**December 9**

DART Status Report  
Mobility Report

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

Comprehensive Monthly Financial Report

*December 24/25 Winter and Christmas Holidays*

*MM 11*

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING**

**May 28, 2002**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Evans called the meeting to order at 5:07 p.m., Tuesday, May 28, 2002, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro tem Dyer. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, and to discuss a Real Estate transaction, Section 551.072, for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:17 p.m. in the Council Chambers for which the following matters were discussed:

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

No items were brought forward.

### **Presentation Regarding DART Art Mural**

Dolly Thomas spoke on behalf of the Douglass Community Arts Advisory Committee and the DART Art Mural and to associated fund raising events. She spoke to the initial seed money given the mural program by the City and requested continued Council support. Ms. Thomas spoke to the bid received on the mosaic project, features of the proposed art, and stated that the program is a long way from the \$50,000 goal. Council Member Stahel spoke to the enthusiasm surrounding the project. Council Member Lambert stated that this was an impressive project, spoke to the upcoming Public Art Master Plan and spoke in support of the mural being one of the first projects. Deputy Mayor Pro tem Stovall concurred that the Public Art Committee should be involved with this project in some manner, spoke to obtaining publicity regarding the project and what it would mean to the City of Plano, and further spoke to budgetary concerns.

### **Mobility Report**

Transportation Engineering Manager Neal spoke to new signal construction and design of Spring Creek Parkway at Windhaven Parkway and also of Custer Road at Scenic Drive; Bike safety programs to include a safety specialist; meetings with EDS staff regarding restricted parking sign installation in the Legacy Town Center; DART discount bus fare program proposal for employees; Safe Streets Program projects at Hearst Castle Way, Caravan Drive, and Promontory Point; Capital Improvement Program work project of Parker Road at Preston Road on turn lanes; and long-range planning project and Corridor Study of Spring Creek Parkway. Council Member McGee stated that neighborhoods need to know there are other options for traffic safety calming devices besides humps. Mr. Neal advised that there are seventeen devices available for traffic calming and further that funding was received from the Productivity Board towards producing a program guide for distribution to the neighborhoods.

### **Discussion and Direction Regarding Preston Road Issues**

City Engineer Upchurch spoke regarding a previous Council decision to not construct an overpass at Plano Parkway and Preston Road and to discussions with TxDOT regarding keeping dollars allocated for this project in the City and to using these dollars instead on Preston Road intersection improvements in exchange for the City taking over the maintenance of Preston Road. He spoke to short-term maintenance being low but expressed concern over possible long-term maintenance and stated that it is Staff's recommendation to continue evaluation of such an exchange rather than going forward at this time. Council Member Lambert stated that this could be a windfall short term but could have unknown long-term future impacts and spoke to this being a regional thoroughfare. Mr. Upchurch spoke to taking into consideration possible major long-term repairs and needing information from TxDOT on annual maintenance costs.

Council Member McGee spoke to concerns with future traffic and this not being a good opportunity for the City. Deputy Mayor Pro tem Stovall stated that he liked the idea but that if it is to be rebuilt that “they” (TxDOT) do it. Council Member Stahel spoke to delaying the decision for now, to keeping the dollars in the City, and looking at a cost benefit analysis. Mr. Upchurch stated that it would be the Highway Commission that would be required to allocate the dollars for a different purpose. He advised Mayor Evans that he did not believe a ten-year cap could be placed on maintenance.

### **Comprehensive Monthly Financial Report**

This item was presented during the Regular Meeting.

### **Personnel – TIF Reinvestment Zone No. 1 Chairperson**

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Johnson, the Council voted 7-0 to name Council Member Stahel currently serving as Council liaison to the TIF Reinvestment Zone No. 1 as the Chairperson to this board.

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

Council Member Lambert recommended that Council Members, new and otherwise, attend an upcoming Council of Governments “seminar” meeting.

City Manager Muehlenbeck spoke to the upcoming June 15 Council Retreat at Plano Centre and recommended that a follow-up worksession be held June 19 to receive Council input on the budget matrix of programs and service levels.

Mayor Evans spoke to creating an International Business Protocol Task Force in order to look at how the City initiates, develops and responds to international business opportunities. She spoke to recommending a structure and protocol for interaction to include the entities of the City of Plano, Sister City organization, Economic Development Board, Collin County Community College international section, Chamber of Commerce, and local corporations and residents involved in international business. Ms. Evans spoke to recommending a design for City utilization of a protocol officer or department to make a recommendation on this and any other international opportunities. Ms. Evans spoke to appointing former Council Members Dick Bode and John Roach Jr. as co-chairs with representative places filled by City Staff, Plano Economic Development Board, Sister City organization, Collin County Community College, and corporate citizenry involved now in international business. She spoke to Council Members bringing names of other citizens forward to this end and to also addressing any budget implications.

Mayor Evans stated that this will be a task force for a limited time to bring forward recommendations on structure and that probably there will be a follow-up advisory group to the City to implement the recommendations of the committee. She stated that this item will come forward at the next meeting.

**Consent and Regular Agenda**

No items were discussed.

**Council Reports**

No reports were made.

Nothing further was discussed. Mayor Evans recessed the meeting at 6:56 p.m.

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Pat Evans, **MAYOR**

ATTEST:

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Elaine Bealke, City Secretary

**PLANO CITY COUNCIL**  
**May 28, 2002**

**COUNCIL MEMBERS**

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Bruce Glasscock, Executive Director  
Rod Hogan, Executive Director  
Diane C. Wetherbee, City Attorney  
Elaine Bealke, City Secretary

Mayor Evans convened the meeting into open session on Monday, May 28, 2002, at 7:08 p.m., in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro tem Dyer.

The invocation was led by Pastor Gene Wilkes of Legacy Drive Baptist Church.

The Hedgcoxe Elementary 5<sup>th</sup> Grade Choir led the Pledge of Allegiance and performed a song.

Mayor Evans presented a plaque of recognition to outgoing Council Member and Mayor Pro tem Rick Neudorff and a proclamation recognizing the "Volunteer of the Month."

The Council resumed discussion of the Preliminary Open Meeting.

**Comprehensive Monthly Financial Report**

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of April 2002. He spoke to concerns related to the General and Hotel/Motel revenue funds being down but stated that other revenue funds are doing well. Mr. McGrane reviewed expenditures and the local economy noting that sales tax collections were starting to "come back" in April. He spoke regarding investments and stated that the City is looking at more "commercial paper."

## **GENERAL DISCUSSION**

Robert Craig, citizen of the City, requested consideration of a four-way stop sign at Wickliff Trail and Cumberland Trail citing concerns related to public safety, limited sight distance on the roadway, an increase in traffic and excessive speed. Mayor Evans advised that Staff will look into the request.

## **CONSENT AGENDA**

Upon a motion made by Council Member Lambert and seconded by Council Member McGee, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

### **Approval of Minutes** [Consent Agenda Item "A"]

May 13, 2002

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

**Bid No. B077-02** for the purchase of "Zero Turn" and Riding Turf Mowers in the amount of \$124,308 for the Parks and Recreation Department. [Consent Agenda Item (B)] (See Exhibit "A")

**Bid No. B085-02** for New Trails Project (Project No. 5218 – installation of concrete trail and sidewalk at three locations: Wagon Wheel Park, Ridgeview Ranch Golf Course and Bob Woodruff Park South) in the amount of \$75,200 [Consent Agenda Item (C)] (See Exhibit "B")

**Bid No. C076-02** for Public Works Mowing and Landscape Services in the amount of \$88,485 for an annual contract with renewals. [Consent Agenda Item (D)] (See Exhibit "C")

**Bid No. C066-02** for Custodial Supplies in the estimated annual amount of \$46,070 for an annual contract with renewals. [Consent Agenda Item (E)] (See Exhibit "D")

**Bid No. B081-02** for construction of Downtown and Municipal Center Parking Facilities Project in the amount of \$477,260. [Consent Agenda Item (F)] (See Exhibit "E")

**Bid No. B080-02** for construction of Marsh Lane north of Park Boulevard in the amount of \$575,257. The project consists of construction of the northbound three-lane concrete section of Marsh Lane from Park Boulevard to Plano Parkway and the installation of a 12" water main along the project limits. [Consent Agenda Item (G)] (See Exhibit "F")

## **Approval of Resolutions**

**Resolution No. 2002-5-20(R):** To authorize intervention in Gas Utilities Docket 9304 at the Railroad Commission; authorizing participation in a steering committee with other cities served by TXU and requiring reimbursement from TXU Lone Star Pipeline of cities' reasonable rate case expenses; and providing an effective date. [Consent Agenda Item (H)]

**Resolution No. 2002-5-21(R):** To amend the criteria for Chapter 380 assistance, attached as Exhibit "A" to Resolution No. 2002-3-12(R), by removing the requirement that applicants must agree to install and maintain a fire sprinkler system as a condition of qualifying for a grant to extend and maintain fire sprinkler mains in historic structures located in the Plano Downtown Business District; and providing an effective date. [Consent Agenda Item (I)]

**Resolution No. 2002-5-22(R):** To approve the terms and conditions of an agreement in a total amount not to exceed \$1,000 between the City of Plano, Texas and Texas Performing Chinese Arts Association, which renders services that are beneficial to the public and serve a valid public purpose, authorizing the City Manager, to execute such agreement with the organization for support of the arts; and providing an effective date. [Consent Agenda Item (J)]

**Resolution No. 2002-5-23(R):** To ratify an agreement by the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a "Click It or Ticket" Project, PIN 17560006409000, conducting a two week occupant protection enforcement effort during the Memorial Day Holiday and a one week effort during the Thanksgiving Holiday; authorizing the City Manager to execute any other documents necessary to effectuate the action taken; and providing an effective date. [Consent Agenda Item (K)]

**Resolution No. 2002-5-24(R):** To concur with the State of Texas' determination that three tracts of the State's right-of-way for Custer Road (formerly FM 2478) at Kathryn Lane are no longer needed as a road and that the right-of-way be quitclaimed in accordance with State regulations. [Consent Agenda Item (L)]

### **Adoption of Ordinances**

**Ordinance No. 2002-5-25:** To abandon all right, title and interest of the City, in and to a 0.164 acre tract of Right-of-Way for Custer Road and two Slope Easements at Kathryn Lane and being situated in the George White Survey, Abstract Number 992, which is located within the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way and Slope Easements to the abutting property owner, Custer/121, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (M)]

**Ordinance No. 2002-5-26:** To amend Section 12-137 to Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit the operation of trucks or motorized vehicles with 3 axles or more, and with a payload weight in excess of two (2) tons on certain specified streets within the Plano City limits; providing exceptions; declaring it an unlawful misdemeanor to drive, park, tow, or otherwise maneuver, stand, stop, the subject motor vehicles along the specified streets at all times; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, severability clause, a savings clause, and an effective date. [Consent Agenda Item (N)]

### **Approval of Contracts**

To authorize award of contract to purchase a fiber optic ring in an amount of \$235,327 from Henkels & McCoy, Inc.; and authorizing the City Manager to execute all documents necessary to effectuate the purchase. (Information Services/Telecommunications Departments) (B057-02). [Consent Agenda Item (O)]

To approve and authorize for the selection of PBS&J to provide Professional Engineering Services for an amount not to exceed \$56,360 in connection with engineering and hydraulic analysis for Pittman Creek Bridges (Roundrock and Parkhaven), and Teakwood Lane flooding. [Consent Agenda Item (P)]

To approve and authorize for the selection of Lockwood, Andrews and Newman, Inc. to provide Professional Engineering Services for an amount not to exceed \$67,528 in connection with performing a route selection study for McDermott Road between Ohio Road and Robinson Road and authorizing the City Manager to execute all necessary documents to effectuate the contract. [Consent Agenda Item (Q)]

### **Approval of Change Orders**

To Hencie International, Inc. increasing the contract by \$67,721 for the Barrier Free Ramp Project, (Residential subdivisions bounded by Coit Road, Custer Road, Parker Road and Hedgcoxe Road) Change Order No. 1(Bid No. B150-01). [Consent Agenda Item (R)]

## **Contract Modification**

To approve additional expenditure under existing annual contract with Ferguson Enterprises, Inc. for an estimated increase amount of \$446,861 for the remaining contract period for the purchase of additional plastic meter box lids (C188-01). [Consent Agenda Item (S)]

## **END OF CONSENT**

**Public Hearing and adoption of Ordinance No. 2002-5-27** to adopt the maximum permitted rates and operator selected rates for basic cable services and certain equipment and installation to be charged by AT&T Broadband (“AT&T”) (formerly TCI of Plano, Inc.) and reducing the maximum permitted rates to be charged by AT&T for certain installation and equipment charges for cable services; providing for enforcement action generally; providing a repealer clause, a severability clause and an effective date. [Regular Agenda Item (1)]

City Attorney Wetherbee advised the Council that this item is a result of AT&T’s filing for new rates to be effective July 1, 2002 for basic cable and equipment installation charges and that those are the only rates that the Council has authority to regulate. She advised that the rates proposed have been reviewed and stated her recommendation that the ordinance be approved as presented with a revision as follows:

### Section IV

- (n) the maximum charge of \$1.99 for an addressable upgrade/downgrade is approved; and
- (o) the maximum charge for a customer trouble call shall be adjusted from \$17.38 to \$17.02 (and the proposed OSR of \$16.99 is approved).

Ms. Wetherbee responded to Council Member Lambert that the item requests approval of both the OSR (operator selected monthly basic equipment/installation tier Regulated Rates) and maximum permitted rate. Deputy Mayor Pro tem Stovall spoke regarding the Council’s approval rights on only a small portion of the rates.

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

**Ordinance No. 2002-5-27 (cont'd)**

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Stahel the Council voted 7-0 to adopt the maximum permitted rates and operator selected rates for basic cable services and certain equipment and installation to be charged by AT&T Broadband ("AT&T") (formerly TCI of Plano, Inc.) and reducing the maximum permitted rates to be charged by AT&T for certain installation and equipment charges for cable services as presented; providing for enforcement action generally; providing a repealer clause, a severability clause and an effective date; and further to adopt Ordinance No. 2002-5-27 with revision.

**Public Hearing and consideration of an ordinance as requested in Zoning Case 2002-13** - A request to amend Subsection 3-1601 (Administration) H. (Exempt Signs) 20., Subsection 3-1602 (Definitions) 4., 11., and 61., Subsection 3-1603 (Design and Construction Specifications) A. (Requirements for Wall Signs) 2. (Wall Signs) b. and e., 3. (Projection Over Private Property), and 5 (Canopy Signs); B. (Freestanding Signs) 5. (Institution Signs), 6. (Multi-Purpose Signs) e., and 11. (Menu Board Sign); D. (Miscellaneous Requirements of Freestanding Signs) 10. and 11.; E. (Temporary Signs) 10. (Special Event Signage); H. (Reader Boards\Electronic Message Center), Subsection 3-1604 (General) C. (Prohibited Signs) 4. (Portable Signs), 15. and 19., Subsection 3-1605 (Downtown Sign District) G. (Sign Standards) 6. (Building Identification Sign), 15. (Projecting Signs), 16. (Wall Signs Attached), and 17. (Wall Signs, Painted) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (2)]

Chief Building Official Russ Mower reviewed the item and advised the Council that the Planning and Zoning Commission recommended approval of the request with the following stipulations (additions are indicated in underlined text and deletions are indicated in "strike-through" text):

1. Amend Subsection 3-1601 (Administration) H. (Exempt Signs) to add the following standard:  

"20. Replacement of letters on non-illuminated wall signs with identical letters (same shape and size)."
2. Amend Subsection 3-1602 (Definitions) to change definitions for "Canopy," "Gross Surface Area of a Sign," and "Sign, Portable" to read as follows:

**Zoning Case 2002-13 (cont'd)**

“4. Vehicle Service Canopy - A ~~roof-like~~ covered structure which shelters a vehicle service use (such as a gas pump island or carwash) and is supported by either one or more columns or by the building to which it is an accessory and is open on two or more sides. ~~An example of a canopy is a gasoline pump island.~~”

“11. Gross Surface Area of a Sign - The actual area of the face of the sign, unless the sign is not of a regular (square, rectangle, triangle, circle) shape. In the case of an irregular shaped sign, the gross surface area shall be calculated by enclosing the extreme limits of the sign by no more than four (4) contiguous rectangles. The sum of the areas of these rectangles shall be the gross surface area. However, for each rectangle over one, the maximum allowed square footage shall be reduced by ten (10) percent.”

1 rectangle	no reduction
2 rectangles	10% reduction
3 rectangles	20% reduction
4 rectangles	30% reduction

In the event two (2) or more signs share a single structure, each sign or panel may be considered separately for square footage purposes, except that the combined footage of such signs cannot exceed the total square footage all owed for the sign.

In the case of a monument sign, square footage shall be measured by the overall height and width of the sign, including the base.

In the case of a pole sign, up to eight (8) inches is allowed to be deducted for actual support columns.

“61. Sign, Portable - Any sign that is not permanently attached to or affixed to the ground, a building, an object, or other fixed structure. ~~or which is installed on a vehicle, wheel, trailer, skids and similar mobile structure for advertising purposed or to direct attention to a commercial facility or use.~~ This term specifically includes an advertising display affixed to or installed on a vehicle or other mobile unit, such as a trailer, wheel, or skid.”

3. Amend Subsection 3-1603 (Design and Construction Specifications) A. (Requirements for Wall Signs) to change certain standards as follows:

**Zoning Case 2002-13 (cont'd)**

“2. (b). The height of a horizontal wall sign shall not exceed six (6) feet. The height shall be measured perpendicularly from the horizontal. The width of a vertical wall sign shall not exceed six (6) feet. The width shall be measured perpendicularly from the vertical. Wall signs shall not exceed seventy-five (75) percent of the width or the height of the available wall area or store frontage based on the placement of the sign on the wall area. Vertical clearance shall be subject to the requirements of subsection ~~(d)~~ (3) of this section. Wall signs shall not extend above the wall to which they are attached. Wall signs shall be limited to the following categories: Apartment, Contractor, General Business, Identification, Institution, and Real Estate signs. (Exception: A wall sign may exceed the six (6) foot height or width limit as follows: in the case of a horizontal sign, for every one (1) inch of sign height exceeding six (6) feet, the allowable width of the sign shall be reduced by one (1) percent; in the case of a vertical sign, for every one (1) inch of the sign width exceeding six (6) feet, the allowable height of the sign shall be reduced by one (1) percent.)”

“3. Projection Over Private Property - Projections other than awning or canopy signs over private property shall be allowed over pedestrian sidewalks, walkways and corridors, but not to exceed the following:

<u>Vertical Clearance</u>	<u>Maximum Projection</u>
<u>less than 7 feet</u> <del>or less</del>	3 inches
7 feet to 8 feet	12 inches
<u>over 8 feet</u> <del>or more</del>	4 feet”

“5. Vehicle Service Canopy Signs - A canopy sign may be placed on or be an integral part of the face of a canopy. The sign may consist of only the name and/or logo of the business at the location of the canopy and shall not exceed twenty-five (25) square feet or ten (10) percent of the face of the canopy of which it is a part of or to which it is attached, whichever is greater. An illuminated stripe may be incorporated into a canopy. The stripe may extend along the entire length of the face of the canopy. The width or thickness of the stripe shall be limited to one-third (1/3) of the vertical dimension of the face of the canopy.

The internal illumination of a canopy is limited to the portions of the canopy face on which a sign or stripe is permitted.”

4. Amend Subsection 3-1603 (Design and Construction Specifications) A. (Requirements for Wall Signs) to delete standard 2.e. as follows:

**Zoning Case 2002-13 (cont'd)**

~~“2. e. For the purpose of calculating the allowable area for a wall sign, the horizontal dimension of an entire elevation, or store front, whichever applies, may be used provided that there are no projections which extend perpendicularly from the plane of the elevation more than twelve (12) feet or seven (7) percent of the horizontal dimension, whichever is greater. Projections greater than these limits shall be considered a separate wall.”~~

5. Amend Subsection 3-1603 (Design and Construction Specifications) B. (Freestanding Signs) to change certain standards as follows:

“5. Institution Signs - Institution signs ~~may be erected in non-residential and residential zoning districts, and shall not exceed 32 square feet with a maximum height of 10 feet. except that monument type signs in non-residential zoning districts may be 90 square feet with a maximum height of 10 feet.~~ Institution signs erected in non-residential zoning districts shall comply with the requirements of a general business sign. Required setback shall be ~~15-8~~ feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front.”

“6. Multi-Purpose Signs -

e. Required setback for multi-purpose signs shall be thirty (30) feet from front and adjoining private property lines. Multi-purpose signs are limited to one (1) per street front per development, and a minimum spacing of sixty (60) feet from any other freestanding sign must be maintained. Multi-purpose signs that meet the size and height requirements of a general business sign, shall be allowed an 8 foot front setback.”

“11. Menu Board Sign - Menu board signs may be erected in non-residential zoning districts and shall not exceed 40 square feet with a maximum height of six (6) feet. Required setback shall be a minimum of eight (8) feet from any property line, and shall be a minimum ten (10) feet from any other ~~freestanding~~ menu board sign.”

6. Amend Subsection 3-1603 (Design and Construction Specifications) D. (Miscellaneous Requirements for Freestanding Signs) to add the following standards:

“10. Signs that have a base/pole that exceeds 50% of the total width of the sign shall be classified as a monument sign.”

**Zoning Case 2002-13 (cont'd)**

- “11. When the minimum building line setback is less than the minimum sign setback, the minimum building line shall apply to any freestanding sign, including temporary signs.”
7. Amend Subsection 3-1603 (Design and Construction Specifications) E. (Temporary Signs) to add certain standards as follows:
- “10. Special Event Signage - Special Event Signage shall be reviewed as part of the overall Special Event Permit as set out in the Code of Ordinances, City of Plano, and shall be limited to the following:
- a. Any signage allowed under promotional signage.
  - b. One, maximum 100 square foot sign, maximum height of 15 feet.
  - c. All special event signage shall be limited to the property holding the event.
  - d. The sign shall be allowed up to 14 days prior to the event and shall be removed within 24 hours at the end of the event.”
8. Amend Subsection 3-1603 (Design and Construction Specifications) to add the following standard:
- “H. Reader Boards/Electronic Message Center - Any reader board/electronic message center area of a sign shall not exceed 75% of the allowable square footage for any sign type.”
9. Amend Subsection 3-1604 (General) C. (Prohibited Signs) to change certain standards as follows:
- “4. Portable Signs - ~~This provision does not restrict identification signs on vehicles or other signs attached to vehicles, which are legally licensed and operated upon public streets. However, these vehicles shall not be parked to where the intent is to use the vehicle as advertising.~~
- An advertising display affixed or installed on a vehicle is exempt from this provision if the vehicle:
- a. is operable and has an unexpired motor vehicle registration and a valid motor vehicle inspection certificate

**Zoning Case 2002-13 (cont'd)**

- b. is parked at least 20 feet away from the curb or edge of a public right-of-way
- c. has not remained in the area as described in subsection (b) of this section longer than 60 hours if visible from a public right-of-way.

“15. No person shall attach any sign, paper or other material, or paint, stencil or write any name, number (except house numbers) or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, any fence, screening wall, retaining wall, or structure except as otherwise allowed by this Ordinance.”

10. Amend Subsection 3-1604 (General) C. (Prohibited Signs) to add the following standard:

“19. Off site/premise signage.”

11. Amend Subsection 3-1605 (Downtown Sign District) G. (Sign Standards) to change certain standards as follows:

“6. Building Identification Sign

Building Identification Signs shall be considered as projecting signs or wall signs, attached or painted, for the purposes of this section, except when historic.”

“15. Projecting Signs

a. ~~Location~~ General - Projecting signs greater than twenty (20) inches in width must maintain a minimum clearance of seven (7) feet above the ground or sidewalk, and two (2) feet from the curb. Projecting signs must not extend above the ~~roof of the building~~ wall to which it is attached.

b. Sign Area and Structure Size - ~~No projecting sign area shall exceed twenty (20) square feet in area per face. A projecting sign located within seven (7) feet of the ground or sidewalk shall not exceed five (5) square feet in area per face. The area per face of a projecting sign located over seven (7) feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one (1) square foot per one (1) foot of wall height. The maximum height of the total sign structure shall not exceed one-third (1/3) of the total height of the wall to which it is attached and shall not project more than six (6) feet.~~”

### Zoning Case 2002-13 (cont'd)

“16. Wall Signs, Attached

a. General - Attached wall signs must be mounted parallel to the wall surface and may not extend above the wall to which it is attached. Wall signs may not project more than six (6) inches from the wall surface.

b. Sign Area and Structure Size - The maximum permitted sign area for a single business or single storefront shall be one (1) square foot per linear foot of business frontage along a public street. The width of the sign structure shall not exceed half the width of the business' linear frontage. The maximum height of the sign structure shall not exceed one-third (1/3) of the total height of the wall to which it is attached.

c. Sign Size—Attached signs above the first level of a building shall not exceed four (4) in height. Attached signs on the ground level shall not exceed three (3) feet in height.

c. Wall Signs Used for Building Identification Purposes - The sign area for an Attached Wall Sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign structure shall not exceed half the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third (1/3) of the total height of the wall to which it is attached.”

“17. Wall Signs, Painted

a. General - In Area A of the district, only existing historic painted signs shall be allowed. They may be maintained and refurbished, but the message may not change. Painted wall signs shall be allowed in Area B of the district.

b. Sign Area - The maximum permitted sign area for a single business or single storefront shall be one (1) square foot per linear foot of business frontage along a public street. The width of the sign shall not exceed half the width of the business' linear frontage. The maximum height of the sign shall not exceed one-third (1/3) of the total height of the wall to which it is attached.

### **Zoning Case 2002-13 (cont'd)**

~~e. Sign Size Painted signs above the first story of a building shall not exceed four (4) feet in height. Painted signs on the ground floor shall not exceed three (3) feet in height.~~

c. Wall Signs Used for Building Identification Purposes - The sign area for a Painted Wall Sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign shall not exceed half the width of the building's linear frontage. The maximum height of the sign shall not exceed one-third (1/3) of the total height of the wall to which it is attached.”

Mr. Mower responded to Mayor Evans that revisions to the sign ordinance were being addressed by Staff during which time issues related to political signs arose. He stated that this item makes no changes to political signs or requirements for garage sale signs and further spoke to Staff assigned to pick up improperly placed signs.

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

Council Member Stahel spoke regarding advertising displays affixed to vehicles. Council Member Lambert spoke to situations where there is a double parking lot between the face of the building and the roadway with no back alley for parking. Mr. Lambert stated that he has no problem with the time restriction. Mr. Stahel spoke to approving the ordinance with the exception of Item “9.4.b.” (addressing distance from curb) and requesting the Planning and Zoning Commission reconsider this situation.

Mr. Mower responded to Council Member Lambert that there was no discussion regarding this issue at the commission meetings and that most of the concern was related to the time restriction. He spoke to trying to address business owners parking vehicles on grass outside of parking areas. City Attorney Wetherbee spoke to current regulations prohibiting parking on unimproved surfaces. Ms. Jarrell spoke to older commercial areas not having landscaped areas. Mr. Lambert stated concerns restricting parking of duly licensed vehicles. Mr. Mower stated that all three criteria in Item “9.4” must be met before a vehicle is in violation. Ms. Wetherbee stated that this item is drafted to regulate parking in an area rather than a specific space.

### **Zoning Case 2002-13 (cont'd)**

Mr. Mower responded to Council Member McGee regarding permits for promotional signage stating that these are limited to twice per year and regarding political signage being prohibited on fences, screening walls and retaining walls. Ms. Wetherbee spoke to murals or fence staining and Mr. McGee spoke to restrictions not allowing signage on a fence where a garage sale is taking place. Mr. Mower responded to Deputy Mayor Pro tem Stovall that it was not Staff's intent to change restrictions with regard to political signs and stated that he would look into the issue of these being placed on fences and Council Member Magnuson requested review of garage sale signage.

Council Member Stahel recommended approved site plans provide clarification for parking vehicles with advertising displays. Council Member Magnuson spoke to the impact in the commercial/industrial, office/warehouse locations. Director of Planning Jarrell stated that it would not be necessary to bring the item back to the Planning and Zoning Commission but that Staff will review and bring it back to the Council.

Upon a motion made by Council Member Lambert and seconded by Council Member McGee, the Council voted 7-0 to table the request to amend Subsection 3-1601 (Administration) H. (Exempt Signs) 20., Subsection 3-1602 (Definitions) 4., 11., and 61., Subsection 3-1603 (Design and Construction Specifications) A. (Requirements for Wall Signs) 2. (Wall Signs) b. and e., 3. (Projection Over Private Property), and 5 (Canopy Signs); B. (Freestanding Signs) 5. (Institution Signs), 6. (Multi-Purpose Signs) e., and 11. (Menu Board Sign); D. (Miscellaneous Requirements of Freestanding Signs) 10. and 11.; E. (Temporary Signs) 10. (Special Event Signage); H. (Reader Boards\Electronic Message Center), Subsection 3-1604 (General) C. (Prohibited Signs) 4. (Portable Signs), 15. and 19., Subsection 3-1605 (Downtown Sign District) G. (Sign Standards) 6. (Building Identification Sign), 15. (Projecting Signs), 16. (Wall Signs Attached), and 17. (Wall Signs, Painted) of Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date until the June 10, 2002 Council meeting.

**Public Hearing and adoption of Ordinance No. 2002-5-28 as requested in Zoning Case 2002-14** - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 469 so as to allow the additional use of a Private Club on 0.1± acre of land located 110± feet east of Coit Road, 143± feet south of Mapleshade Lane in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #72. Applicant: Tin Star Restaurant [Regular Agenda Item (3)]

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

**Ordinance No. 2002-5-28 (cont'd)**

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

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Magnuson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 469 so as to allow the additional use of a Private Club on 0.1± acre of land located 110± feet east of Coit Road, 143± feet south of Mapleshade Lane in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2002-5-28.

**Public Hearing and adoption of Ordinance No. 2002-5-29 as requested in Zoning Case 2002-15** – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 6.8± acres of the Hunters Glen Retail Village, Block A, Lot 1, on the southwest corner of Bay Hill Drive and Custer Road in the City of Plano, Collin County, Texas, from Planned Development-468-Retail with Specific Use Permit No. 40 for Retirement Housing to Office-1, and repeal in its entirety Ordinance No. 95-12-20, thereby rescinding Specific Use Permit No. 40 for Retirement Housing; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Planned Development-468-Retail with Specific Use Permit #40. Neighborhood #34. Applicant: City of Plano [Regular Agenda Item (4)]

Director of Planning Jarrell advised the Council that Staff has met with the area homeowners association and the property owners (a church) and both entities are comfortable with the zoning change and that the Planning and Zoning Commission recommended approval of the item as submitted. She responded to Council Member Lambert that plans by the church to build on the property are not clear.

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

**Ordinance No. 2002-5-29 (cont'd)**

Upon a motion made by Council Member McGee and seconded by Deputy Mayor Pro tem Stovall the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 6.8± acres of the Hunters Glen Retail Village, Block A, Lot 1, on the southwest corner of Bay Hill Drive and Custer Road in the City of Plano, Collin County, Texas, from Planned Development-468-Retail with Specific Use Permit No. 40 for Retirement Housing to Office-1, and repeal in its entirety Ordinance No. 95-12-20, thereby rescinding Specific Use Permit No. 40 for Retirement Housing as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2002-5-29.

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

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Pat Evans, **MAYOR**

ATTEST:

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Elaine Bealke, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

MAY 10 2002

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/28/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>M. Ryan</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Veronica Douglas X7247			
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal for the purchase of "Zero Turn" & Riding Turf Mowers (B077-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2001/2002	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	169,000	0	169,000
Encumbered/Expended Amount		0	0	0
This Item	0	-124,308	0	-124,308
BALANCE	0	44,692	0	44,692

FUND(S): EQUIPMENT REPLACEMENT FUND, GOLF COURSE FUND

COMMENTS: Funds are included in the 2001-02 approved budget. The balance of funds will be used for other rolling stock replacements and purchases. Savings on the scheduled new and replacement purchases allow for the unscheduled replacement purchase.

STRATEGIC PLAN GOAL: Rolling stock addition and replacement relates to the City's Goal of Service Excellence.

**SUMMARY OF ITEM**

Staff recommends bids of Ed's Lawn Equipment (Item 1 and Item 2) and Luber Brothers Inc. (Item 3), in the amount of \$124,308.36 be accepted as lowest responsible bids meeting specifications for the purchase of "Zero Turn" & Riding Turf Mowers. Further, staff recommends Long Horn Inc. (Item 1), Gravelly of Texas (Item 2) and Professional Turf Products (Item 3) as alternate low bidders meeting specifications.

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

*Handwritten initials/signature*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/28/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>[Signature]</i> 5-16-02
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i> 5/17/02
Agenda Coordinator (include phone #): <b>Linda Benoit (7255)</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

Award/Rejection of Bid/Proposals and Conditional Acceptance of the Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal for New Trails Project (Project No. 5218)(Bid No. B085-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE  OPERATING EXPENSE  REVENUE  CIP

FISCAL YEAR: 2001-02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	312,658	1,162,342	200,000	1,675,000
Encumbered/Expended Amount	-312,658	-517,335	0	-829,993
This Item	0	-75,200	0	-75,200
BALANCE	0	569,807	200,000	769,807

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

COMMENTS: Funds are available in the 2001-02 Park Improvement CIP. This item, in the amount of \$75,200 will leave a current year balance of \$569,807 for various park improvement projects.

STRATEGIC PLAN GOAL: Park improvement projects relate to the City's Goal of Premier City for Families.

**SUMMARY OF ITEM**

Staff recommends that the bid of Jim Bowman Construction Co., L.P., in the amount of \$75,200, which includes the base bid of \$68,600 plus Add Alternate No. 1 in the amount of \$6,600, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid is within the project budget of \$88,000 and within the consultant's estimate of \$103,657.50. This project is for the installation of concrete trail and sidewalk at three locations: Wagon Wheel Park, Ridgeview Ranch Golf Course, and Bob Woodruff Park South. Alternate No. 1 is for additional trail at Wagon Wheel Park.

In the event the low bidder cannot execute contract documents, staff recommends that the contract be awarded to the second low bidder, JDC Construction, in the amount of \$77,700 which includes the base bid of \$70,000 and Alternate No. 1 in the amount of \$7,700.

*[Handwritten initials]*

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**



<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/28/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): <b>Veronica Douglas x7247</b>					
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal for Public Works Mowing and Landscape Services. (C076-02).

**FINANCIAL SUMMARY**

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: <b>01/02</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	168,200	0	168,200
Encumbered/Expended Amount	0	-52,564	0	-52,564
This Item	0	-88,485	0	-88,485
BALANCE	0	27,151	0	27,151

FUND(S): WATER & SEWER FUND; MUNICIPAL DRAINAGE FUND

COMMENTS: Funds are included in the 2001-02 approved budget for mowing and landscape services. The balance of funds will be used for other contract maintenance expenditures.

Strategic Plan Goal: Mowing & landscape services relate to the City's Goal of Safe, Livable Neighborhoods.

**SUMMARY OF ITEM**

**ANNUAL CONTRACT WITH RENEWALS**

Staff recommends bids of TruGreen Landcare in the estimated annual amount of \$88,484.95 are accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract for The Public Works Mowing & Landscape Services.

List of Supporting Documents: Bid Recap	Other Departments, Boards, Commissions or Agencies
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*[Handwritten initials/signature]*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	Not Applicable
Council Meeting Date: <b>05/28/02</b>		Reviewed by Legal	Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Asst. City Manager		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 5/17/02	
Agenda Coordinator (include phone #):		Veronica Douglas X-7247			

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

**CAPTION**

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal, and designation of alternate lowest responsible Bid/Proposal for Custodial Supplies. (C066-02)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>02/03</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0

**FUNDS: WAREHOUSE**

**COMMENTS:** This item approves price quotes. Expenditures will be made in the Warehouse fund within the approved budget appropriations. The estimated annual amount is: \$46,069.65.

Strategic Plan Goal: Custodial Supplies relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

**ANNUAL CONTRACT WITH RENEWALS**

Staff recommends bids of Xpedx for items 1-6, 8, 16, 21-25, 27, 30, 32, 33 & 35 for a total dollar amount of \$20,382.95. Regional Service Master Supply for items 7, 9, 10-12, 14, 15, 29, & 31 for a total dollar amount of \$24,325.25. Pyramid School Products for items 4, 17, 18, 26 & 28 for a total dollar amount of \$1036.65. Grainger for Items 13 & 19 for a total dollar amount of \$324.80. Total value of these awards is \$46,069.65.

List of Supporting Documents:  
Bid Recap

Other Departments, Boards, Commissions or Agencies

*a-24*

*e-l*

**CITY OF PLANO  
COUNCIL AGENDA ITEM**



<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>05/28/02</b>			Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	5/17/02	
Dept Signature:	<i>[Signature]</i>		City Manager	5/17/02	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>			Project No. <b>5168</b>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Downtown and Municipal Center Parking Facilities Project (Bid No. B081-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2001-2002</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	318,418	1,331,582	0	1,650,000
Encumbered/Expended Amount	-318,418	-406,038	0	-724,456
This Item	0	-477,260	0	-477,260
<b>BALANCE</b>	0	448,284	0	448,284

FUND(S): **MUNICIPAL PARKING FACILITIES**

COMMENTS: Funds are available in the 2001-02 Municipal Parking Facilities CIP. This item, in the amount of \$477,260, will leave a current year balance of \$448,284 for the Downtown and Municipal Center Parking Expansion projects.

STRATEGIC PLAN GOAL: The Parking Expansion projects relate to the City's Goal of Safe and Efficient Travel.

**SUMMARY OF ITEM**

Staff recommends bid of JRJ Paving, L.P., in the amount of \$477,259.76 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is R-Con, in the amount of \$505,452.10.

Engineers' estimate was \$550,000.00.

The project consists of construction of a 170 space parking lot on Avenue L near the Municipal Center and a 100 space parking lot on Avenue J at 14<sup>th</sup> Street. Included are landscaping, irrigation and lighting for the parking lots. The contract requires the work to be completed in 80 working days.

List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		<b>05/28/02</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering			Initials	Date
Department Head	Upchurch		Executive Director	<i>[Signature]</i>	5/17/02
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	5/17/02
Agenda Coordinator (include phone #):			Irene Pegues (7198)	Project No. 4892	
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

### CAPTION

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Marsh Lane North of Park Boulevard (Bid No.080-02).

### FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2001-2002	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		18,362	656,638	0	675,000
Encumbered/Expended Amount		-18,362	-70,793	0	-89,155
This Item		0	-575,257	0	-575,257
BALANCE		0	10,588	0	10,588

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

**COMMENTS:** Funds are available in the 2001-02 Street Improvement CIP. This item, in the amount of \$575,257, will leave a current year balance of \$10,588 for the Marsh Lane-Park Boulevard North project.

### SUMMARY OF ITEM

Staff recommends bid of JRJ Paving, L.P., in the amount of \$575,257.20 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Weir Brothers, Inc., in the amount of \$575,575.00.

Engineers' estimate was \$753,000.00.

The project consists of construction of the northbound three lane concrete section of Marsh Lane from Park Boulevard to Plano Parkway and the installation of a 12" water main along the project limits. The contract requires the work to be completed in 100 working days.

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

*A-26*  
0528JRJ (DF/sr)

**PLANO CITY COUNCIL  
JOINT PLANNING AND ZONING COMMISSION  
PRELIMINARY AND REGULAR OPEN MEETING  
June 3, 2002**

**COUNCIL MEMBERS**

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

**PLANNING & ZONING COMMISSION**

Michael Davidoff, Chair  
Joyce Beach  
Lee Dunlap  
Joy Flick  
Carolyn Kalchthaler  
Jerry Kezhaya  
Bill Neukranz  
Laura Williamson

**STAFF**

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

Mayor Pat Evans called the meeting to order at 5:05 p.m., Monday, June 3, 2002, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro tem Dyer. Deputy Mayor Pro tem Stovall arrived at 5:09 p.m.

**PRELIMINARY OPEN MEETING**

**Oath of Office – Tax Increment Financing Reinvestment Zone No. 1 Board – Shep Stahel, Chair**

Mayor Evans administered the oath of office to Council Member Stahel for the Tax Increment Financing Reinvestment Zone No. 1 Board.

**Spotlight on Human Resources**

Director of Human Resources Ross advised that a primary role of the Human Resources Department is to assist Staff in the “employee experience” and that the ultimate goal of the City is service excellence. She spoke to a Nine Point Action Plan which followed the changing economy to facilitate the providing and sharing of information with the employees. Ms. Ross stated that the Human Resources Department includes managers for benefits, compensation, employee relations, volunteer coordination, and wellness.

Ms. Ross stated that Benefits Manager Felix Marquez oversees health insurance and Retirement Security Plan areas along with Civil Service and grievance procedures. She stated that Compensation Administrator Sydney Covey oversees the compensation plan and works with the firm of Watson and Wyatt in keeping the pay structure current. Ms. Ross stated that Human Resources Manager Sharon Sturns oversees employee relations and that Robin Popik heads up the Volunteer Program. She stated that the benefits package includes making the employee aware of what the benefits actually are, and spoke to a pay philosophy which looks at the existing market and utilizes pay-for-performance. Ms. Ross quoted the numbers of applications received, and terminations, retirements, and new hires processed. She stated there are currently 2,638 City of Plano employees.

Deputy Mayor Pro tem Stovall expressed support for the outstanding job done in the Human Resources Department. Ms. Ross advised the Council that the firm of Watson and Wyatt maintains a database on job market ranges and administers a job market survey/analysis once every two years with the next survey due in 2003. She further advised the Council that information outlining benefit summaries and dollar values of the benefits to the employee is being entered into a database to be sent out to employees in 2003.

### **Discussion and Direction Regarding the Appointment of a Task Force to Address International Business Opportunities**

Mayor Evans spoke to an initial (first) task force to make recommendations to set up a structure for interaction and response between the five different entities for international business opportunities. She stated that the entities would be the City, Economic Development Board, Chamber of Commerce, Sister City organization, and the Collin County Community College and that this is to be a short-term task force to recommend structure and interaction. Ms. Evans spoke to possibly later appointing a permanent board or commission to advise the Council to guide the cooperative effort with the named organizations. She stated that what she is looking for is familiarity with the City and what resources are available, being engaged in business perhaps with the Chamber and that the initial job is to set up structure, looking later (or not) for a permanent board. Ms. Evans further advised that Council Members are not obligated to recommend a name but spoke to this being an opportunity for input. She recommended that this be expedited, spoke to receiving budget input in August, and possibly advertising during the board and commission receptions.

Council Member Lambert recommended discussing this proposal during the Council retreat. Mayor Evans spoke to the process going forward at this time and to submitting names and stated that if desired, the Council can discuss things further during the retreat. Mayor Evans spoke to not making the task force too large and requested that names be brought forward to her. Council Member Stahel spoke to how the task force might function, the participating entities, and to providing a coordinated response in a given situation. Ms. Evans spoke to how the committee might work and to this being an organized and quick response system, and further stated that the task force will recommend the structure and possible ongoing advisory commission.

Council Member McGee spoke to outside entities already involved in this same type process, actually being much further along with the process, and further stated that an initial membership recommendation might change. Mayor Evans spoke to this being a starting point, not starting at zero, and stated that things are not going forward as they are. Council Member McGee recommended that a more simplistic approach would be for an Economic Development Board representative to facilitate contacts with the named entities towards this end. Mayor Evans recommended going forward with the task force at this time.

City Manager Muehlenbeck requested that name recommendations be forwarded to the City Secretary as well for application processing. City Attorney Wetherbee advised the Council that task force members will not be required to reside in the City of Plano.

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

No items were discussed.

### **Consent and Regular Agenda**

No items were brought forward.

### **Council Committee Reports**

Mayor Evans advised that the Plano Animal Control Division was featured in the National Animal Control Association publication .

### **CONSENT AGENDA**

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

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

**Bid No. B082-02** for construction of Spring Creek Parkway – Dallas North Tollway to White Rock Creek in the amount of \$2,935,054. [Consent Agenda Item (A)] (See Exhibit “A”)

### **Approval of Resolution**

**Resolution 2002-06-01(1):** To approve an Interlocal Cooperation Agreement by and between the City of Plano and the Plano Independent School District providing terms and conditions for the construction of improvements to Williams Natatorium; in the amount of \$1,300,000; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (B)]

### **Approval of Expenditures**

To approve an expenditure for the purchase of thirty-three (33) mobile video/audio recording systems in the amount of \$152,295. This purchase will be made from Kustom Signals, through the Texas State GSC Interlocal Contract Agreement. [Consent Agenda Item (C)]

To approve an expenditure for the purchase of new furniture for the Criminal Justice Center Expansion Project No. 4817 through the Collin County Governmental Purchaser's Forum (Contract No. I091-01) in the amount of \$170,882. [Consent Agenda Item (D)]

### **Approval of Agreement**

To approve a first modification of Tony Picchioni Professional Consultant Services Agreement for professional consultant services for the second year of a two (2) year agreement with the option to renew one (1) additional year not to exceed \$33,600 per year. [Consent Agenda Item (E)]

The Planning and Zoning Commission assumed the bench with the Council.

## **OPEN JOINT WORKSESSION – PLANNING AND ZONING COMMISSION**

### **Review of Planning and Zoning Commission Work Program and Priorities**

Planning Director Jarrell advised that under Immediate Priority Items the Comprehensive Plan Update includes the Education Element currently being addressed, and that the Technology and Urban Design Elements are on hold as a part of the Budget Contingency Plan. She stated that the Land Use and Transportation Chapter Updates will begin in the Fall.

Ms. Jarrell advised that under High Priority Items the Zoning and Land Use Comparison includes review of K Avenue and 14<sup>th</sup> Street Corridors, completion of the Douglass Community Neighborhood Plan proposed for August and work on a fifth neighborhood will begin in July.

Ms. Jarrell responded to questions of the Council and advised that the Technology and Urban Design Elements required expenditures for consultants and were placed on hold as a result. She stated that work will continue with the Transition and Revitalization Committee on the Urban Design Chapter in preparation for the eventual updating of the element.

Council Member Stahel spoke to Information Services Director Collins sketching out some of the initial ideas for a Technology Plan. Ms. Jarrell stated that the original intent included working with the Information Services Department, Planning and Zoning Commission, and the Technology Commission as a joint effort. She stated that this can be brought to the attention of the Information Services Department to see if this is an option. City Manager Muehlenbeck spoke to areas of this plan being beyond the expertise of the Information Services Department but stated that perhaps direction can be given.

Planning and Zoning Commission Chair Davidoff spoke to expertise already existing in City commissions and to beginning the process at some level. Deputy Mayor Pro tem Stovall requested that Staff acquire and provide examples of technology chapters from around the Country. Ms. Jarrell advised that these examples are difficult to find. Mayor Evans requested that Commission Chair Davidoff, Commissioner Neukranz, Deputy Mayor Pro tem Stovall, and Council Member Stahel meet with the department and any members of the Technology Commission available to discuss this item and report back to the Council their findings. Mayor Evans requested that Mr. Davidoff chair the group. Council Member McGee spoke to the key phrase being a statement that this is a comprehensive plan that fiber optic, DSL, and whatever else might be available is desired in the City.

Ms. Jarrell advised regarding the Retail Site Study and stated that the (three-city) advisory committee met and made recommendations to the consultants for finalization. She spoke to scheduling a meeting with the Commission, Transition and Revitalization Committee, Council, and the consultants to discuss the final recommendations. Council Member Lambert requested copies of the report be made available.

Ms. Jarrell advised that a work program is being developed for the Parker Road Station Study along with recommendations of the original study and that completion is proposed for August along with subsequent re-zonings or overlay district. Council Member McGee spoke to the importance of moving quickly and strongly with this issue with regard to development of a pedestrian transit corridor. Council Member Lambert spoke in support of this recommendation. Mayor Evans recommended identifying this item as a high plus status.

Ms. Jarrell advised regarding Downtown Architectural Design Guidelines that Staff has been working with property owners regarding heritage designation and stated that Design Guidelines would be a part of this designation.

Ms. Jarrell advised that the Commission will receive the recommendations of the consultant regarding Spring Creek Parkway/Highway 5 Land Use and Transportation Study which includes the areas of Plano Centre, the outlet mall, and Collin County Community College and stated that this will be brought forward to the Council in July.

Ms. Jarrell advised that under Mid-Term Priority Issues the Commission reviewed the first Planned Development Zoning Review case and stated that it will be coming forward to the Council in June. She stated that further actions will be coming forward this summer.

Ms. Jarrell advised that the Commission is reviewing the ordinances of other cities with regard to Tree Preservation and Landscaping and areas that might need improvement with emphasis on drought tolerance. Ms. Jarrell advised that enforcement is difficult. Council Member Stahel spoke to the importance of drought tolerance and to this being consistent with the theme of water conservation. Mayor Evans spoke to the importance of landscape insights changing with regard to drought tolerance.

Ms. Jarrell advised that under Longer Term Priority the Stormwater Management Plan is part of the Environmental Protection Agency requirements which include a planning component. She stated that this component is on hold but that other departments are moving forward in the permit area.

Ms. Jarrell advised that she is recommending adding screening for recycling containers to the work program and that recommendations will be brought forward to the Commission. She also stated that Parking Requirements and Excessive Parking can be added to the work program should the Council determine this after receiving the following report from the Development Review Manager.

### **Discussion and Direction on Parking Requirements and Excessive Parking**

Development Review Manager Elgin advised that office parking uses relating to excessive parking and possible remedies have been brought to the attention of Staff. He spoke to issues of excessive parking, aesthetics, environmental, influence of lenders, and impact to mass transit. Mr. Elgin spoke to disincentives which require additional landscaping when zoning ordinance minimums are exceeded, and to parking maximums with caps that can not be exceeded.

Council Member Stahel recommended going forward on a time and budgetary available basis, and spoke to saving space by parking at ninety-degree angles, use of compact parking spaces, and use of a porous surface for large crowds using gravel or grass. He also spoke to DART travelers who come without cars. Commissioner Flick advised that the commissioners discussed these same items. Council Member Lambert spoke to office building developers not wanting to have the requirement to provide excessive parking or a parking lot not large enough to service their facility and that somewhere in between is a balance. He recommended talking to office developers as to whether minimum requirements by the City are too much and that if allowed to build less they will do so. Mr. Lambert stated he supported looking into this, he has a problem with placement of a flat cap on parking, and that most problems he has experienced in the past involve office parking management rather than not having enough space.

Commissioner Davidoff spoke to parking issues having changed from previous days due to technology impacting the number of people requiring parking spaces. He recommended there be dialogue with the developers and that over-parking requirements are being made. Council Member McGee stated he has no problem with setting a cap on parking, stated that the parking formula might need changing, and that this might become a bargaining chip with landscaping areas being available. Deputy Mayor Pro tem Stovall spoke to placement of the building in the middle with parking surrounding the building. Council Member Johnson spoke to talking to the developers as well as the users and tenants. Mayor Evans spoke to problems with large areas for garden center parking and to looking into improving this situation. She spoke to looking at ways to be more productive. Council Member Lambert spoke to going forward and to looking at the parking situation.

Mayor Evans asked that more productive ways be looked into for more interaction between the Council and Commission in the conducting of the joint meeting. Nothing further was discussed with the Council or the Commission.

Mayor Evans advised at 6:25 p.m. that the Council will recess and convene into Executive Session in Training Room A after which time the meeting will finally adjourn. The Council convened into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, to discuss Legal matters, Section 551.071, for which a certified agenda is not required. Mayor Evans finally closed the meeting at 6:42 p.m. in Training Room A.

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Pat Evans, **MAYOR**

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Elaine Bealke, **City Secretary**



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: <b>06/03/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch		<i>[Signature]</i>	5/24/02	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5131		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Spring Creek Parkway - Dallas North Tollway to White Rock Creek (Bid No. B082-02).					
<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:	2001-02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,370,000	1,970,000	4,340,000
Encumbered/Expended Amount		0	-194,925	0	-194,925
This Item		0	-2,935,054	0	-2,935,054
BALANCE		0	-759,979	1,970,000	1,210,021
FUND(S):    STREET IMPROVEMENT CIP, WATER CIP					
COMMENTS: Funds are included in the 2001-02 Street Improvement and Water Capital Improvement Program for the Spring Creek Parkway - White Rock Creek to Tollway project. This item, in the amount of \$2,935,054 will be encumbered during the current year and carry forward into the cash allocations of FY 2002-03.					
STRATEGIC PLAN GOAL: The Spring Creek Parkway project relates to the City's Goal of Safe and Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid of Mario Sinacola & Sons, Excavating, Inc. in the amount of \$ 2,935,053.57 be accepted as lowest responsible bid for the base bid plus the alternate, conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is L.H. Lacy Company, Ltd. in the amount of \$ 2,962,290.16.					
Engineers' estimate was \$4,200,000					
The project consists of construction of three eastbound lanes of Spring Creek Parkway from Dallas North Tollway east to White Rock Creek. It also includes a 350 foot, five span bridge, 80 foot extension of a 6-10' x 6' box culvert and minor water line extensions and storm drain laterals.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

A-1



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>6/10/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department: Purchasing			Initials	Date	
Department Head: Mike Ryan			Executive Director		
Dept Signature: <i>Deane C. Addison</i>			City Manager	<i>[Signature]</i> 6/3/02	
Agenda Coordinator (include phone #): <b>Veronica Douglas x7247</b>					

**ACTION REQUESTED:**

ORDINANCE     RESOLUTION     CHANGE ORDER     AGREEMENT  
 APPROVAL OF BID     AWARD OF CONTRACT     OTHER

**CAPTION**

Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal for a fixed price contract for Ford Auto & Light Truck OEM Parts (C078-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 02/03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0

**FUND(S): MUNICIPAL WAREHOUSE FUND**

**COMMENTS:** This item approves price quotes. Expenditures will be made in the Municipal Warehouse Fund within the approved budget appropriations. The estimated annual amount is \$45,000.

**STRATEGIC PLAN GOAL:** Service Excellence – Explore Ways to Cost Effectively Serve Our Citizens and Businesses.

**SUMMARY OF ITEM**

**ANNUAL CONTRACT WITH RENEWALS**

Staff recommends bid of Bob Tomes Ford in the estimated annual amount of \$45,000 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract for Ford Auto & Light Truck OEM Parts for the Warehouse.

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

**CITY OF PLANO BID NO. C078-02**  
**FORD AUTO & LIGHT TRUCK OEM PARTS**  
**BID RECAP**

**Bid opening Date/Time:** April 25, 2002 @ 3:00pm

**Number of Bid Notices Mailed/Faxed:** 262

**Vendors Submitting "NO BIDS":** 0

**Vendors Non-Responsive to Specification:** 0

**Responsive Bidders:**

	<u>BOB TOMES FORD</u>	<u>METRO FORD TRUCK</u>
Percentage added to dealer cost:	8.5%	15%

  
\_\_\_\_\_  
Veronica Douglas, Purchasing Specialist

5-29-02  
\_\_\_\_\_  
Date

b-2



CITY OF PLANO BID NO. C084-02

WATER & WASTEWATER PUMPING FACILITIES MAINTENANCE

BID RECAP

Bid opening Date/Time: May 6, 2002 @ 3:30pm

Number of Bid Notices Mailed/Faxed: 9

Vendors Submitting "NO BIDS": 0

Vendors Non-Responsive to Specification: Evans Enterprises, TXU Energy

Responsive Bidders:

<u>VENDOR</u>	<u>COST PER HOUR</u>
CONTROL SPECIALISTS	\$100.00
SPAETH MACHINE SHOP	\$110.00

  
Veronica Douglas, Purchasing Specialist

5.28.02  
Date

C-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	Not Applicable
Council Meeting Date:	06/10/02		Reviewed by Legal	Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Asst. City Manager		
Dept Signature:	<i>David C. Williams</i>		City Manager	<i>[Signature]</i> 6/3/02	
Agenda Coordinator (include phone #):	Veronica Douglas X-7247				

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

**CAPTION**

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal, and designation of alternate lowest responsible Bid/Proposal for One 15,000 GVWR 4x2, Regular Cab & Chassis w/Contractor Flat Bed Body & Computerized Sprayer with Water Tank. (B090-02)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 01/02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	34,000	0	34,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-65,280	0	-65,280
<b>BALANCE</b>	0	-31,280	0	-31,280

**FUNDS: EQUIPMENT REPLACEMENT FUND**

**COMMENTS:** This item is included in the 2001-02 approved budget. Additional funds are available from savings on other replacement rolling stock purchases.

**STRATEGIC PLAN GOAL:** Spray truck replacement to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

Staff recommends bid of Ford Country in the amount of \$65,280.00 be accepted as lowest responsible bidder meeting specifications for One 15,000 GVWR 4x2, Regular Cab & Chassis w/Contractor Flat Bed Body & Computerized Chemical Sprayer with Water Tank for the Ground Maintenance Services District 1 Department. Further, staff recommends Metro Ford Truck Sales as alternate low bidder meeting specifications.

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

*d-1*

CITY OF PLANO BID NO. B090-02

15,000 GVWR 4x2, REGULAR CAB & CHASSIS W/CONTRACTOR FLAT BED BODY  
& COMPUTERIZED CHEMICAL SPRAYER w/WATER TANK

BID RECAP

Bid opening Date/Time: 05/08/02 @ 4:30pm

Number of Bid Notices Mailed/Faxed: 9

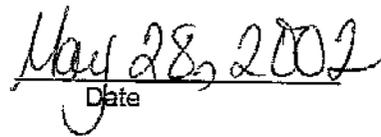
Vendors Submitting "NO BIDS": 0

Vendors Non-Responsive to Specification: 0

Responsive Bidders:

<u>VENDOR</u>	<u>AMOUNT</u>
Ford Country	\$65,280.00
Metro Ford Truck Sales	\$66,435.00
Wylie Manufacturing Co.	\$97,100.00

  
Veronica Douglas, Purchasing Specialist

  
Date

d-2

c



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	Not Applicable
Council Meeting Date:	06/10/02	Reviewed by Legal	Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Asst. City Manager		
Dept Signature:	<i>Deane C. Allison</i>	City Manager	<i>SAW 6/3/02</i>	
Agenda Coordinator (include phone #):	Veronica Douglas X-7247			

**ACTION REQUESTED:**

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

### CAPTION

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal, and designation of alternate lowest responsible Bid/Proposal for A 70 HP Backhoe Loader.

### FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 01/02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	52,000	0	52,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-43,244	0	-43,244
<b>BALANCE</b>	0	<b>8,756</b>	0	<b>8,756</b>

**FUNDS: EQUIPMENT REPLACEMENT FUND**

**COMMENTS:** This item is included in the 2001/02 approved budget. The balance of funds will be used for other rolling stock replacement purchases.

**STRATEGIC PLAN GOAL:** Backhoe replacement relates to the City's Goal of "Service Excellence".

### SUMMARY OF ITEM

Staff recommends The Purchase of A Backhoe Loader from Four Brothers Outdoor in the amount of \$43,244.44. Further, staff recommends Landmark Equipment as alternate low bidder meeting specifications. The backhoe loader will be used for the Streets Department.

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

*e-1*

CITY OF PLANO BID NO. B086-02

70 HP BACKHOE LOADER

BID RECAP

Bid opening Date/Time: May 6, 2002 @ 4:00pm

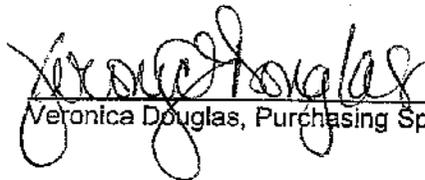
Number of Bid Notices Mailed/Faxed: 152

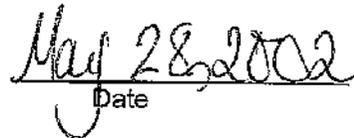
Vendors Submitting "NO BIDS": 0

Vendors Non-Responsive to Specification: 0

Responsive Bidders:

<u>VENDOR</u>	<u>AMOUNT</u>
FOUR BROTHERS OUTDOOR	\$43,244.44
LANDMARK EQUIPMENT	\$48,968.00
FUTURE EQUIPMENT	\$50,674.00
RDO EQUIPMENT	\$52,399.00
CONTENTAL EQUIPMENT	\$59,995.00
HOLT CAT	\$61,351.00

  
Veronica Douglas, Purchasing Specialist

  
Date

e-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/10/02		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>David C. Allison</i>		City Manager	<i>[Signature]</i>	6/5/02
Agenda Coordinator (include phone #): <b>Veronica Douglas x7247</b>					

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

**CAPTION**

Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal for a fixed price contract for Golf & Tee Shirts (C069-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
01/02, 02/03				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

**FUND(S): GENERAL FUND**

**COMMENTS:** This item approves price quotes. Expenditures will be made in the fire department within the approved budget appropriations. The estimated annual amount is \$28,050.

**STRATEGIC PLAN GOAL:** Golf and Tee shirts contract for the Fire Department relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

**ANNUAL CONTRACT WITH RENEWALS**

Staff recommends bids of UMSCO Corp in the estimated annual amount of \$28,050 is accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract for Golf & Tee Shirts for the Fire Department. There is no alternate vendor.

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

*f-1*

CITY OF PLANO BID NO. C069-02

GOLF & TEE SHIRTS

BID RECAP

Bid opening Date/Time: April 2, 2002 @ 3:00pm

Number of Bid Notices Mailed/Faxed: 106

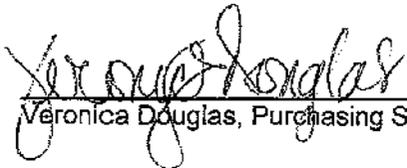
Vendors Submitting "NO BIDS": 0

Vendors Non-Responsive to Specification: MRB, LLC, Creative Promotions, Pro Image, C.C. Creations, Superior Linen, Yorktowne Team Sports, Rainbow Mfg, Cloverleaf Uniforms

Responsive Bidders:

<u>VENDOR</u>	<u>TOTAL FOR ALL ITEMS BID</u>
*WEARGUARD	\$286.82
UMSCO CORP	\$307.10
ROBERTS ADVERTISING	\$333.73
RT & ASSOC	\$348.81
PREMIUM IMPRESSIONS	\$375.98
ARTISTIC TEXTILE GRAPHICS	\$380.75
RICKS WORLD OF SPORTS	\$387.30
CAL-JOY CONCEPTS	\$401.74
PROFORMA A-Z	\$419.10
THREADS IN MOTION	\$423.25

\*Denotes did not bid on all items

  
Veronica Douglas, Purchasing Specialist

5-30-02  
Date

f-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>6/10/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head	Karl Henry	Jim Foster	Executive Director		<i>[Signature]</i> 6-3-02
Dept Signature:	<i>[Signature]</i>		City Manager		<i>[Signature]</i> 6/3/02
Agenda Coordinator (include phone #): <b>Kenda Stults-Ramos x4268</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal, and designation of alternate lowest responsible Bid/Proposal for the purchase of one network server (Bid B096-02).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>01-02</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	225,000	0	225,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-29,548	0	-29,548
<b>BALANCE</b>	0	195,452	0	195,452

FUND(S): **EQUIPMENT REPLACEMENT FUND**

COMMENTS: Funds are available in the 2001-02 ERF budget for the purchase of a server for the Fleet Management System.

STRATEGIC PLAN GOAL: Hardware and software system upgrades relate to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

Equipment Services requests approval for the purchase of a network server in the amount of \$29,548.05 from Pacific Information Systems. The Equipment Services Division uses the FASTER fleet management system from CCG, Inc. CCG, Inc., has released an upgrade of the FASTER system, which migrates the system from being DOS based to Windows based. Equipment Services is recommending the purchase of an IBM xSeries server because the current hardware does not meet the minimum specifications for the new version of the software. The purchase was advertised as competitive sealed Bid No. B096-02.

Nine proposals were received, with Pacific Information Systems being the lowest responsible bidder. Pacific Information Systems is also listed as a State Purchasing and General Services Commission "Qualified Information Services Vendor". All State law competitive bid requirements have been met.

Equipment Services further recommends Amherst Computer Products Southwest as alternate lowest responsible bidder, in the amount of \$29,728.73

*9-1*

**Server For Fleet Management Software Upgrade  
May 28, 2002**

The upgrade of the Fleet Management Software used by Equipment Services requires a server upgrade due inability of the current server to meet the minimum specifications. The need for the City to purchase this server was advertised in Competitive Sealed Bid No. B096-02 and nine vendors submitted proposals. In addition, the City solicited proposals from three vendors listed as State Purchasing and General Services Commission "Qualified Information Services Vendors". The table below lists the vendors and their proposals. Pacific Information Systems is the lowest qualified vendor.

<b>Vendor</b>	<b>Server Price</b>	<b>Integration Services</b>	<b>Shipping</b>	<b>Total Cost</b>
Pacific Information Systems	\$29,149.05	\$399.00	\$0.00	\$29,548.05
Amherst Computer Products Southwest	\$28,078.73	\$1650.00	\$0.00	\$29,728.73
Sigma Systems, Inc.	\$30,083.74	\$108.16	\$0.00	\$30,204.65
Presidio Corporation	\$30,556.56	\$0.00	\$0.00	\$30,556.56
Comark Government & Education Sales, Inc.	\$29,181.72	\$1,250.00	\$350.00	\$30,781.72
Axede Systems, Inc.	\$29,603.47	\$400.00	\$881.95	\$30,885.42
Sirius Computer Solutions	\$29,345.00	\$685.00	\$1,100.00	\$31,130.00
CyberDyne/Adaptive Technical Services	\$29,337.75	\$750.00	\$1,200.00	\$31,287.75
Cytronics Technology, Ltd.	\$30,633.00	\$1,000.00	\$425.00	\$32,058.00
Custom Fit, Inc.	\$31,109.00	\$1200	\$0.00	\$32,309.00
Clear Technologies, Inc.	\$31,903.60	\$1,200.00	\$1,000.00	\$34,103.60
Business Enterprise Services	\$34,386.00	\$920.00	\$0.00	\$35,306.00

*J-2*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>6/10/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration - Mike Rapplear <i>MR</i>		Initials	Date	
Department Head	Jim Foster	Executive Director	<i>RA</i>	<b>6-3-02</b>	
Dept Signature:	<i>J.B. Foster</i>	City Manager	<i>MS</i>	<b>6/3/02</b>	
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>					

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

### CAPTION

Award, Rejection of Bids/Proposals, Conditional Acceptance of the lowest responsible Bids/ Proposals of the Primary Vendor for the 2001- 02 Screening Wall Panel Reconstruction & Column Repair Project, within the City of Plano. (Bid No. B 091-02)

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2001-02</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	353,181	1,546,819	1,000,000	<b>2,900,000</b>
Encumbered/Expended Amount	-353,181	-257,543	0	<b>-610,724</b>
This Item	0	-254,194	0	<b>-254,194</b>
<b>BALANCE</b>	<b>0</b>	<b>1,035,082</b>	<b>1,000,000</b>	<b>2,035,082</b>

**FUND(s):**    CAPITAL RESERVE

**COMMENTS:** Funds are included in the 2001-02 Capital Reserve Fund. This item, in the amount of \$254,194 will leave a current year balance of \$1,035,082 for screening wall reconstruction.

**STRATEGIC PLAN GOAL:** Screening Wall Reconstruction relates to the City's Goal of Safe, Livable Neighborhoods.

### SUMMARY OF ITEM

Staff recommends bid of Ratliff Masonry, Inc., in the amount of \$254,194.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project will involve the replacement of 315 screening wall panels and column repairs around the Wellington at Preston Meadow Subdivision up grading them to current City standards.

No other bids were received.

Engineer's estimate for the project was \$230,000.00.

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

B-1

**CITY OF PLANO  
BID/PROPOSAL TABULATION**

**B091-02**

**01-02 SCREENING WALL PANEL RECONSTRUCTION & COLUMN**

**REPAIR #5254**

**MAY 16, 2002 @ 3:00PM**

<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
RATLIFF MASONRY	YES	\$254,194.00

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

Veronica Douglas – Purchasing Specialist

5/28/02

**“BID TABULATION STATEMENT”**

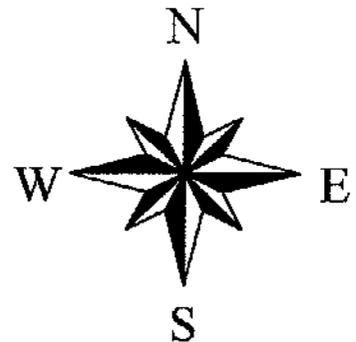
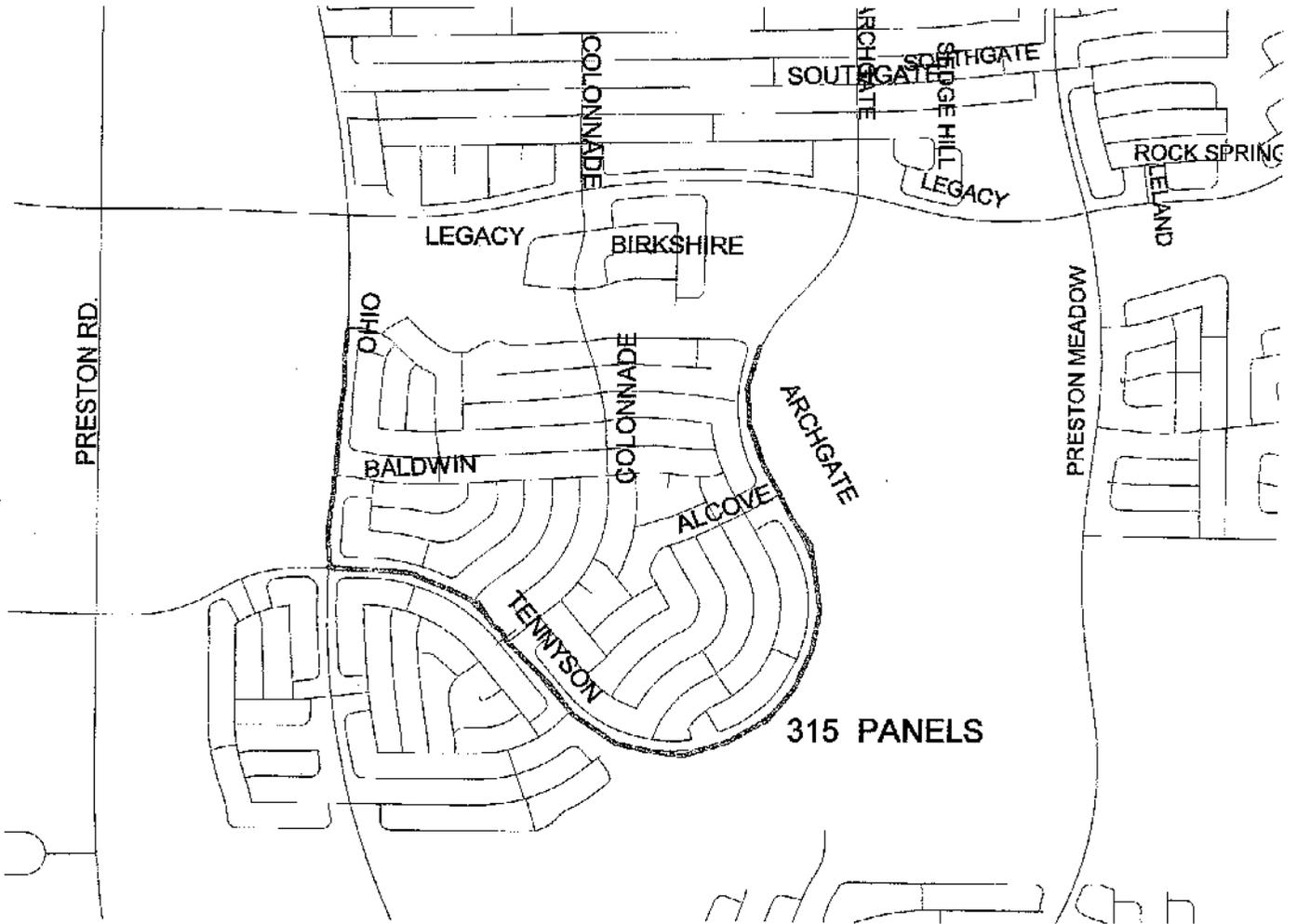
ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
CITY OF PLANO TEXAS

*H-2*

# 2002 SCREENING WALL PANEL REPLACEMENT PROJECT



B-3



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		<b>6/10/02</b>	Reviewed by Legal <i>KL</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal			Initials	Date
Department Head	Diane Wetherbee		Executive Director		
Dept Signature:	<i>D. Wetherbee</i>		City Manager	<i>JAC</i>	6/3/02
Agenda Coordinator (include phone #): <b>Lynne Kemper-7109</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$5,000.00 FOR PARTICIPATION IN THE APPEAL TO THE 9th CIRCUIT COURT OF THE FEDERAL COMMUNICATIONS COMMISSION DECLARATORY ORDER REGARDING CABLE MODEM SERVICE; AUTHORIZING PARTICIPATION IN COMMENTS TO THE NOTICE OF PROPOSED RULES MAKING ISSUED BY THE FCC; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>01/02</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	236,068	0	236,068
Encumbered/Expended Amount		0	-20,381	0	-20,381
This Item		0	-5,000	0	-5,000
BALANCE		0	210,687	0	210,687
FUND(S):	<b>GENERAL FUND</b>				
COMMENTS:    Funds are available in the FY2001-02 Budget. This item, in the amount of \$5,000 will leave a balance of \$210,687 for other professional contracts.					
<b>SUMMARY OF ITEM</b>					
As a result of the FCC Declaratory Order, the City will lose franchise fees on cable modem revenues. By joining the ALOAP, our efforts will be combined with other local governments to pursue local and regulatory actions.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$5,000.00 FOR PARTICIPATION IN THE APPEAL TO THE 9<sup>th</sup> CIRCUIT COURT OF THE FEDERAL COMMUNICATIONS COMMISSION DECLARATORY ORDER REGARDING CABLE MODEM SERVICE; AUTHORIZING PARTICIPATION IN COMMENTS TO THE NOTICE OF PROPOSED RULES MAKING ISSUED BY THE FCC; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on March 15, 2002, the Federal Communications Commission ("FCC") issued a Declaratory Order finding that cable modem service offered over a cable system is an "interstate information service;" and

**WHEREAS**, as a result of this decision, the FCC found that the service is neither a telecommunications service, subject to state or federal telecommunications regulations, nor a cable service subject to local cable franchise requirement; and

**WHEREAS**, because of this decision, cable companies have sent letters to local franchise authorities advising that they are immediately halting payment of cable franchise fees on cable modem revenues; and

**WHEREAS**, the FCC also issued a Notice of Proposed Rulemaking raising a series of questions about how this interstate information service should be treated for purpose of public rights-of-way access and other interactions with local communities and cable modem subscribers; and

**WHEREAS**, several national associations have chosen to band together to form the Alliance of Local Organizations Against Preemption ("ALOAP") for the purpose of fighting the decisions before the courts and the FCC; and

**WHEREAS**, it is in the best interest of the City of Plano and its citizens to participate in the ALOAP in order to retain the cable modem revenue.

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

**Section I.** The City Council authorizes the City of Plano to participate in the ALOAP appeal to the 9<sup>th</sup> Circuit and comment to the Notice of Proposed Rules Making to the FCC. The City expenditure for such participation shall not exceed **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00).**

**Section II.** The City Manager, or in his absence, an Executive Director, is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>6/10/02</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Intergovernmental Relations		Initials	Date	
Department Head	Julie Fleischer	Executive Director			
Dept Signature:	<i>Julie Fleischer</i>	City Manager	<i>[Signature]</i>	<i>6/2/02</i>	
Agenda Coordinator (include phone #):	<b>Nancy Rodriguez x7510</b>				

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

**CAPTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND EDS INFORMATION SERVICES L.L.C. TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN A CONCRETE DUCT BANK CONSISTING OF 6 ELECTRICAL CONDUITS AND RELATED EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO FOR THE PURPOSE OF EXTENDING AN EXISTING CONCRETE DUCT BANK AND ELECTRICAL CONDUITS USED TO SUPPLY ELECTRICITY TO EDS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2001-02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	4,228	0	4,228
<b>BALANCE</b>	0	4,228	0	4,228

**FUND(s): GENERAL FUND**

**COMMENTS:** Approval of this item will result in an additional \$4,228.00 in revenue to the General Fund.

**SUMMARY OF ITEM**

This Resolution approves a Public Right-of-Way Use Agreement with EDS Information Services L.L.C. for work that EDS is doing in the City's rights-of-way. Due to EDS' need to extend the existing concrete duct bank and electrical conduits for purposes of supplying electricity to its facilities, EDS has been issued permits to proceed with its work pending Council approval of this Agreement.

List of Supporting Documents: n/a	Other Departments, Boards, Commissions or Agencies n/a
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND EDS INFORMATION SERVICES L.L.C. TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN A CONCRETE DUCT BANK CONSISTING OF 6 ELECTRICAL CONDUITS AND RELATED EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO FOR THE PURPOSE OF EXTENDING AN EXISTING CONCRETE DUCT BANK AND ELECTRICAL CONDUITS USED TO SUPPLY ELECTRICITY TO EDS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and EDS Information Services L.L.C. (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

Page 2 of 2

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

**DULY PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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**PUBLIC RIGHT-OF-WAY USE AGREEMENT**

This Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **EDS Information Services L.L.C.**, a limited liability company duly organized and existing under the laws of the State of Delaware ("Company").

**RECITALS:**

**WHEREAS**, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a 2' X 3' concrete duct bank consisting of 6 electrical conduits (hereinafter called "Structure") under Windcrest Parkway located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of extending an existing concrete duct bank and electrical conduits used to supply electricity to Company; and

**NOW, THEREFORE**, the City and Company agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean EDS Information Services L.L.C. a Delaware limited liability company, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.

- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.
- (g) *PUC* shall mean the Texas Public Utility Commission.
- (h) *Structure* shall mean Company's 2' X 3' concrete duct bank consisting of 6 electrical conduits located under Windcrest Parkway.

## 2. Grant of Rights.

### 2.1 General Use of Public Rights-of-Way.

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any

other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future

agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. Term.

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

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#### 4. Fees and Payments.

4.1 Public Right-of-Way Use Fee. On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of Four Thousand and Two Hundred Twenty-Eight Dollars (\$4,228.00), which represents (i) ONE DOLLAR (\$1.00) per linear foot of the Public Rights-of-Way plus (ii) Two Hundred Dollars (\$200.00) per public street crossing for a term of ten (10) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

#### 5. Use of Public Rights-of-Way

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other

pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except for the intentional or negligent acts of the City's employees, licensees, contractors or subcontractors for any damages so caused. The City shall not be liable to Company for any other damages; provided, however, nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. Miscellaneous Obligations of Company.

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way. If Company has not removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10

days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. **Indemnification and Insurance.**

7.1 **Disclaimer of Liability.** EXCEPT DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.

7.2 **Indemnification.** Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and against any and all liability, cost and expense, including attorney's fees for loss of or damage to the City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) when arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City, except for intentional or grossly negligent acts of City's employees or agents.

7.3 **Assumption of Risk.** COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF

DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR – CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE UNLESS DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF CITY.

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. Termination. This Agreement shall terminate:

- A. at the end of the term provided for in Section 3 above;
- B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof;
- C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults.**

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 **Failure to Pay Right-of-Way Use Fees.** An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 **Breach.** An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 **Bankruptcy, Insolvency or Receivership.** An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, any of Company's property or revenues, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company's debts generally as they become due.

9.4 **Violations of the Law.** An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

**10. Uncured Defaults and Remedies.**

10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain the right to receive, Right-of-Way Use Fees and any other payments due up to the date of

termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. Provision of Information.

Company shall provide copies of all documents that affect this Agreement and that Company files with or sends to the PUC and, upon the City's request, copies of records that affect this Agreement and that Company is required to maintain under PUC regulations.

12. Assignment of Agreement.

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the

City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

13. **Notices.**

13.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

*If to the City:*

**City of Plano**  
Attn: Intergovernmental Relations  
P.O. Box 860358  
1520 Avenue K, Suite 350  
Plano, TX 75086-0358  
Fax Number (972) 423-9587

With a copy to:

**City of Plano**  
Attn: City Attorney  
P.O. Box 860358  
1520 Avenue K, Suite 340  
Plano, TX 75086-0358  
Fax Number (972) 424-0099

*If to Company:*

**EDS Information Services L.L.C.**

Attn: Director of Real Estate  
5400 Legacy Drive (H1-1F-45)  
Plano, Texas 75024  
Fax #: 972-605-1270

13.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

14. No Waiver.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Miscellaneous Provisions.

15.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

15.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

15.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

15.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

15.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

15.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

15.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

15.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

15.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

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

**LICENSOR:**  
**CITY OF PLANO, TEXAS,**  
A Home Rule Municipal Corporation

By Authority of Resolution  
No. \_\_\_\_\_

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Wetherbee, CITY ATTORNEY

**LICENSEE:**  
**EDS INFORMATION SERVICES L.L.C.,**  
A Delaware Corporation

\_\_\_\_\_  
By: Daniel F. Busch  
Director of Real Estate

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

DATE

J-19

**ACKNOWLEDGMENTS**

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2002, by Daniel F. Busch, Director of Real Estate of **EDS Information Services L.L.C.**, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

J-20

**Exhibit "A"**

(See attachments)

J-21

**LEGAL DESCRIPTION  
ELECTRICAL DUCTBANK LICENSE TRACT  
0.059 ACRES**

**BEING** a tract of land out of the OBEDIAH EPPS SURVEY, Abstract No. 297 and the MARIA C. VELA SURVEY, Abstract No. 935 in the City of Plano, Collin County, Texas, being part of a tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at a 1" iron rod found in the west line of EDS HEALTH AND FITNESS CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 728 of the Map Records of Collin County, Texas, for the northeast corner of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION; **THENCE** with the north line of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, North 89°54'38" West, a distance of 24.61 feet to a point in the future east right-of-way of Windcrest Parkway (future 60' ROW) for the beginning of a curve to the left, having a central angle of 25°43'38", a radius of 530.00 feet and a chord bearing and distance of North 12°51'49" West, 235.99 feet; **THENCE** northwesterly, with said future east right-of-way line, an arc distance of 237.98 feet to a 1" iron rod found for corner; **THENCE** continuing with said future east right-of-way line, North 25°43'38" West, a distance of 176.99 feet to a 1" iron rod found for the beginning of a tangent curve to the right, having a central angle of 33°45'41", a radius of 470.00 feet and a chord bearing and distance of North 08°50'48" West, 272.96 feet; **THENCE** northwesterly, continuing with said future east right-of-way line and said curve, an arc distance of 276.95 feet to a 1" iron rod found for corner; **THENCE** continuing with said future east right-of-way line, North 08°02'03" East, a distance of 155.05 feet to a 1" iron rod found for the beginning of a tangent curve to the left, having a central angle of 02°29'15", a radius of 1030.00 feet and a chord bearing and distance of North 06°47'25" West, 44.71 feet; **THENCE** northwesterly, continuing with said future east right-of-way line and said curve, an arc distance of 44.72 feet to the **POINT OF BEGINNING**:

**THENCE** leaving the future east right-of-way line of Windcrest Parkway, North 84°52'14" West, a distance of 60.00 feet to a point in the future west right-of-way line of said Windcrest Parkway for the beginning of a non-tangent curve to the left, having a central angle of 00°00'33", a radius of 970.00 feet and a chord bearing and distance of North 05°07'46" East, 15.00 feet;

**THENCE** northerly, with said future west right-of-way line and said curve, an arc distance of 15.00 feet to a point for corner;

**THENCE** leaving said future west right-of-way line, the following courses and distances to wit;

South 84°51'14" East, a distance of 54.21 feet to a point for corner;

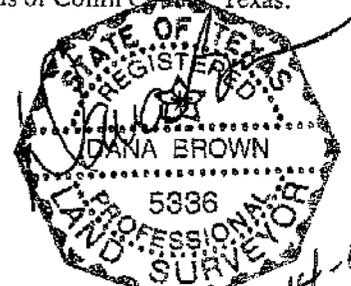
North 30°34'55" West, a distance of 99.80 feet to a point in the future west right-of-way line of Windcrest Parkway for the beginning of a non-tangent to the left, having a central angle of 01°47'42", a radius of 970.00 feet and a chord bearing and distance of North 01°00'18" West, 30.39 feet;

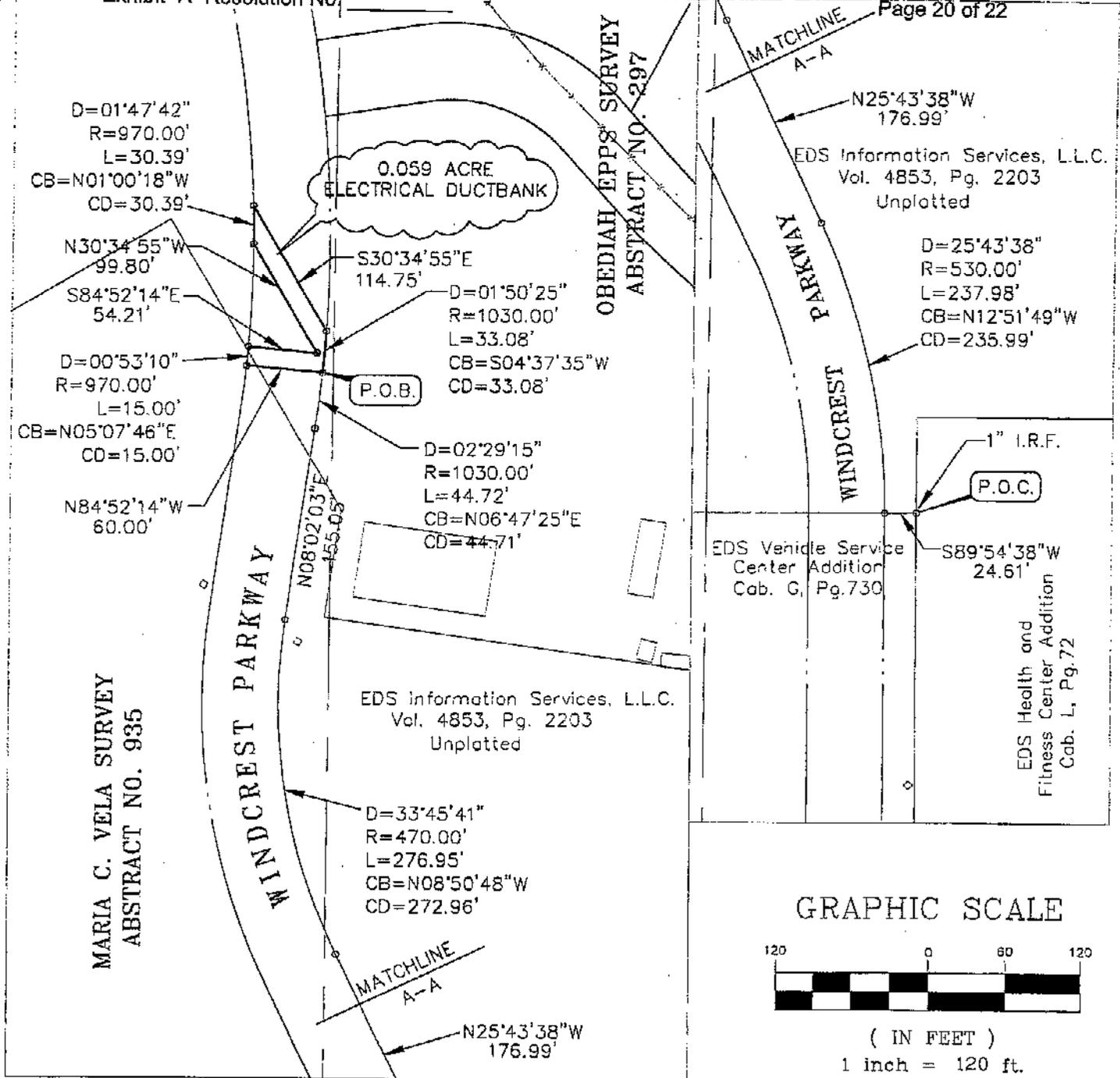
**THENCE** northwesterly, with said future west right-of-way line and said curve, an arc distance of 30.39 feet to a point for corner;

**THENCE** leaving said west right-of-way line, South 30°34'55" East, a distance of 114.75 feet to a point in the future east right-of-way line of Windcrest Parkway for the beginning of a non-tangent curve to the right, having a central angle of 01°50'25", a radius of 1030.00 feet and a chord bearing and distance of South 04°37'35" West, 33.08 feet;

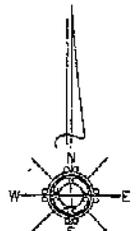
**THENCE** southwesterly, with said future east right-of-way line and said curve, an arc distance of 33.08 feet to the **POINT OF BEGINNING** and containing 0.059 acres of land.

Bearing system based on the east line of the REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 725 of the Map Records of Collin County, Texas.





0.059 ACRE ELECTRICAL DUCTBANK  
 OBEDIAH EPPS SURVEY, ABSTRACT NO. 297  
 MARIA C. VELA SURVEY, ABSTRACT NO. 935  
 JACOB COOK SURVEY, ABSTRACT NO. 189  
 CITY OF PLANO, COLLIN COUNTY, TEXAS



J-23

**LEGAL DESCRIPTION  
ELECTRICAL DUCTBANK LICENSE TRACT  
0.021 ACRES**

**BEING** a tract of land out of the OBEDIAH EPPS SURVEY, Abstract No. 297 and the MARIA C. VELA SURVEY, Abstract No. 935 in the City of Plano, Collin County, Texas, being part of a tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at a 1" iron rod found in the west line of EDS HEALTH AND FITNESS CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 728 of the Map Records of Collin County, Texas, for the northeast corner of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION; **THENCE** with the north line of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, North 89°54'38" West, a distance of 24.61 feet to a point in the future east right-of-way of Windcrest Parkway (future 60' ROW) for the beginning of a curve to the left, having a central angle of 25°43'38", a radius of 530.00 feet and a chord bearing and distance of North 12°51'49" West, 235.99 feet; **THENCE** northwesterly, with said future east right-of-way line, an arc distance of 237.98 feet to a 1" iron rod found for corner; **THENCE** continuing with said future east right-of-way line, North 25°43'38" West, a distance of 169.49 feet to the **POINT OF BEGINNING**;

**THENCE** leaving the future east right-of-way line of Windcrest Parkway, South 64°16'22" West, a distance of 60.00 feet to a point in the future west right-of-way line of said Windcrest Parkway;

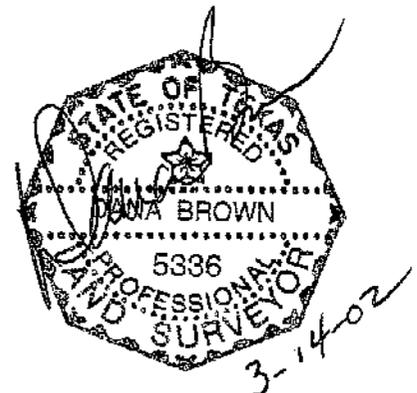
**THENCE** with the future west right-of-way line, North 25°43'38" West, a distance of 7.50 feet to a 1" iron rod found for the beginning of a tangent curve to the right, having a central angle of 00°48'39", a radius of 530.00 feet and a chord bearing and distance of North 25°19'19" West, 7.50 feet;

**THENCE** northerly, with said future west right-of-way line and said curve, an arc distance of 7.50 feet to a point for corner;

**THENCE** leaving said future west right-of-way line, North 64°16'22" East, a distance of 60.06 feet to a point in the future east right-of-way line of Windcrest Parkway for the beginning of a non-tangent curve to the left, having a central angle of 00°54'52", a radius of 470.00 feet and a chord bearing and distance of South 25°16'12" East, 7.50 feet;

**THENCE** with said future east right-of-way line, the following courses and distances to wit;  
Southeasterly, with said curve, an arc distance of 7.50 feet to a 1" iron rod found;  
South 25°16'12" East, a distance of 7.50 feet to the **POINT OF BEGINNING** and containing 0.021 acres of land.

Bearing system based on the east line of the REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 725 of the Map Records of Collin County, Texas.



J-24

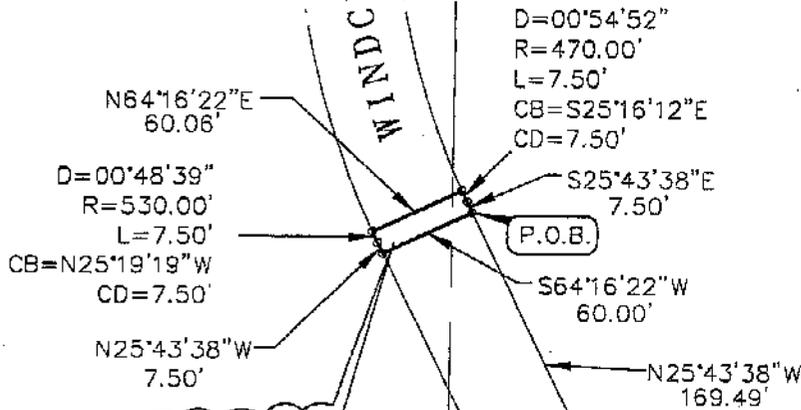
MARIA C. VELA SURVEY  
ABSTRACT NO. 935

OBEDIAH EPPS SURVEY  
ABSTRACT NO. 297

WINDCREST PARKWAY

EDS Information Services, L.L.C.  
Vol. 4853, Pg. 2203  
Unplotted

LOT 1R, BLOCK R  
EDS Plano Command  
Center Addition  
Cab. H, Pg. 448



GRAPHIC SCALE



( IN FEET )  
1 inch = 120 ft.

0.021 ACRE  
ELECTRICAL DUCTBANK

EDS Information Services, L.L.C.  
Vol. 4853, Pg. 2203  
Unplotted

D=25°43'38"  
R=530.00'  
L=237.98'  
CB=N12°51'49"W  
CD=235.99'

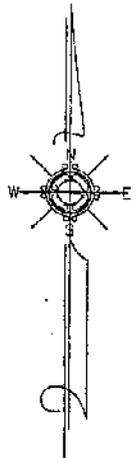
EDS Vehicle Service  
Center Addition  
Cab. G, Pg.730

1" IRON ROD FOUND

P.Q.C.

EDS Health and  
Fitness Center Addition  
Cab. L, Pg.72

S89°54'38"W  
24.61'



0.021 ACRE ELECTRICAL DUCTBANK  
OBEDIAH EPPS SURVEY, ABSTRACT NO. 297  
MARIA C. VELA SURVEY, ABSTRACT NO. 935  
JACOB COOK SURVEY, ABSTRACT NO. 189  
CITY OF PLANO, COLLIN COUNTY, TEXAS

J-25



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/10/02		Reviewed by Legal <i>AW</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:	<i>Diane Wetherbee</i>		City Manager	<i>AW</i> 5/21/02
Agenda Coordinator (include phone #): Lynne Kemper-7109				

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

**CAPTION**

A Resolution of the City Council of the City of Plano, Texas, consenting to the change of control of TCI of Plano resulting from the merger of AT&T Corp. (Parent Company of AT&T Broadband/TCI of Plano) and Comcast Corporation; approving an Acceptance Agreement as a condition to this merger, declining to exercise the right of first refusal to purchase reserved in City Ordinance No. 83-7-8 and providing for change of control effective and expiration dates.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

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

**FUND(s):**

**COMMENTS:**

**SUMMARY OF ITEM**

This Resolution consents to the proposed merger of AT&T Corp and Comcast Corporation.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CONSENTING TO THE CHANGE OF CONTROL OF TCI OF PLANO RESULTING FROM THE MERGER OF AT&T CORP. (PARENT COMPANY OF AT&T BROADBAND/TCI OF PLANO) AND COMCAST CORPORATION; APPROVING AN ACCEPTANCE AGREEMENT AS A CONDITION TO THIS MERGER; DECLINING TO EXERCISE THE RIGHT OF FIRST REFUSAL TO PURCHASE RESERVED IN CITY ORDINANCE NO. 83-7-8 AND PROVIDING FOR CHANGE OF CONTROL EFFECTIVE AND EXPIRATION DATES.**

**WHEREAS**, TCI of Plano, Inc. ("Franchisee" or "TCI of Plano"), formerly Telecable of Plano, is the current holder of a Franchise in the City of Plano ("City") and the term "Franchise" includes City Ordinance 83-7-8; the proposal from TeleCable of Plano, Inc., included therein by reference; Ordinance 92-9-18 and accompanying Letter Agreement dated September 15, 1992; Resolution 95-1-1(R) consenting to a change of control to Tele-Communications, Inc. and accompanying Acceptance Agreement dated January, 1995; Resolution No. 99-1-5 consenting to a change of control to AT&T Corp. and accompanying Acceptance Agreement dated January 11, 1999; Ordinance 2000-1-5 extending the term of franchise; written agreements and side letters accompanying one or more of the preceding items; and Resolution No. 2000-11-1(R) approving a Final Settlement dated November 15, 2000 and a Partial Settlement dated July 12, 1999 and Release Agreements relating to Cause No. 296-254-99 in the 296th Judicial District Court, Collin County, Texas relating to franchise issues.

**WHEREAS**, the Franchisee is an indirect subsidiary of AT&T Corp. ("AT&T"), and AT&T intends to merge portions of its business with Comcast Corporation ("Comcast") to create a new company to be known as AT&T Comcast Corporation ("AT&T Comcast") pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001 ("Merger Agreement") by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation and certain of their respective affiliates (the "Merger"); and

**WHEREAS**, following the Merger, the Franchisee will be controlled by AT&T Comcast but will continue to operate the cable system in the City and continue to hold and be responsible for performance of the Franchise; and

**WHEREAS**, pursuant to Section 8 of Ordinance No. 83-7-8 City consent is required for any change of control of Franchisee such as that occurring in the proposed Merger.

**WHEREAS**, TCI of Plano and AT&T Comcast have requested that the City consent to the proposed change of control in accordance with the requirements of the Franchise and have filed an FCC Form 394 and supplementary information with City requesting such consent; and

**WHEREAS**, the City is relying upon the information and documents submitted by AT&T, Comcast and AT&T Comcast in acting upon the application for its consent; and

**WHEREAS**, the City does not intend to exercise the right of first refusal reserved in Section 8(f) of Ordinance 83-7-8; and

**WHEREAS**, the City intends to consent to the change of control of Franchisee, subject to the terms and conditions set out herein; and

**WHEREAS**, Section 8(h) of Ordinance 83-7-8 provides that "in no event shall a transfer of ownership or control be approved without successor in interest becoming a signatory to this franchise agreement," and AT&T Comcast will be the successor in interest in control of TCI of Plano and has made certain statements as to how it will cause TCI of Plano to perform the obligations of the Franchise in order to satisfy the requirements of this provision.

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

**Section I.** The City of Plano does hereby consent to the Merger of portions of the business of AT&T, which controls TCI of Plano, and Comcast Corporation in the manner proposed, subject to execution by TCI of Plano and AT&T Comcast, of an Acceptance Agreement in the form attached hereto and incorporated herein as Exhibit "A."

**Section II.** The City of Plano hereby declines to exercise the right of first refusal to purchase reserved in Section 8(f) of Ordinance 83-7-8.

**Section III.** This Ordinance shall become effective immediately after its passage as provided by law, and shall expire if the Merger does not close.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ACCEPTANCE AGREEMENT****ACCEPTANCE OF TERMS AND CONDITIONS TO A TRANSFER OF CONTROL OF CABLE TELEVISION SYSTEM ("ACCEPTANCE AGREEMENT")**

**WHEREAS**, TCI of Plano, Inc. ("Franchisee" or "TCI of Plano"), formerly Telecable of Plano, is the current holder of a Franchise in the City of Plano ("City") and the term "Franchise" includes City Ordinance 83-7-8; the proposal from TeleCable of Plano, Inc., included therein by reference; Ordinance 92-9-18 and accompanying Letter Agreement dated September 15, 1992; Resolution 95-1-1(R) consenting to a change of control to Tele-Communications, Inc. and accompanying Acceptance Agreement dated January, 1995; Resolution No. 99-1-5 consenting to a change of control to AT&T Corp. and accompanying Acceptance Agreement dated January 11, 1999; Ordinance 2000-1-5 extending the term of franchise; written agreements and side letters accompanying one or more of the preceding items; and Resolution No. 2000-11-11-1(R) approving a Final Settlement dated November 15, 2000 and a Partial Settlement dated July 12, 1999 and Release Agreements relating to Cause No. 296-254-99 in the 296th Judicial District Court, Collin County, Texas relating to franchise issues.

**WHEREAS**, Franchisee is an indirect subsidiary of AT&T Corp. ("AT&T"), and AT&T, with Comcast Corporation ("Comcast"), intends to create a new company to be known as AT&T Comcast Corporation ("AT&T Comcast") pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001 by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation and certain of their respective affiliates (the "Merger"); and

**WHEREAS**, as a result of the proposed Merger, there will be an effective change of control of Franchisee which requires City approval and as part of that approval the City requires certain conditions in order to preserve the existing rights under the Franchise.

**NOW, THEREFORE**, the parties, City of Plano, AT&T Comcast and TCI of Plano in consideration of the City of Plano approving the Merger as described in the Agreement and Plan of Restructuring and Merger dated December 19, 2001, make the following agreement effective as of June 10, 2002 for the purpose of accepting a Resolution of the City of Plano, Texas, consenting to the transfer of control of Franchisee to AT&T Comcast Corporation.

1. The promises, covenants and conditions contained herein inure to the benefit of the City and are binding to the extent specified in this Agreement on AT&T Comcast and TCI of Plano.

2. TCI of Plano acknowledges that the transactions described in the Agreement and Plan of Restructuring and Merger dated as of December 19, 2001, are expressly subordinate to and will not affect the binding nature of the Franchise and the obligations provided for therein, and that the consent of the City to the Merger does not constitute a waiver or release of any rights of the City.
3. Reliance. TCI of Plano acknowledges that the City has consented to the Merger in reliance upon the representations, documents and information provided by TCI of Plano, AT&T, Comcast and AT&T Comcast.
4. Prior Defaults. TCI of Plano agrees that it will not contend directly or indirectly that any defaults or failures to comply with the Franchise or other matters set forth in 47 USC §546(c)(1)(A) (Communications Act of 1934, Section 626(c)(1)(A)) (collectively "Defaults") by Franchisee occurring prior to the merger and transfer of control are waived as a result of the City's consent thereto, including but not limited to the following:
  - 4.1 The ability of the City to consider Defaults occurring prior to the merger and transfer of control in connection with any extension, renewal or non-renewal of the Franchise.
  - 4.2 The ability of the City to obtain redress for prior Defaults from Franchisee, such as recovery of any underpayment of Franchise fees or other fees owing to the City.
  - 4.3 The ability of the City to enforce in the future any Franchise terms which may not have been enforced in the past.
5. Validity of Franchise. TCI of Plano agrees that it will remain subject to and will abide by the lawful terms and conditions of the Franchise after the Merger and transfer of control.
6. Access to Records. TCI of Plano agrees that the records of Franchisee which are required to be submitted to the City or made available for inspection by the City pursuant to the Franchise or which the City is otherwise entitled to inspect under applicable law shall continue to be maintained and be subject to inspection regardless of whether such records are held by Franchisee or its affiliates.
7. Transaction Transparent to Rates. The Merger and transfer of control do not constitute or include transfer of the Franchise or of any assets of TCI of Plano. It is the intent of TCI of Plano and the City that the Merger and transfer of control, the consent process, the City's Resolution granting

consent, and this Acceptance Agreement do not provide any basis for increasing the amounts paid by subscribers through cost pass-throughs as so-called "external costs" or as new requirements and the consent process, the City's Resolution granting consent and this Acceptance Agreement do not provide any basis for increasing the amounts paid by subscribers in any other manner.

8. Local Government Access Programming Charge. TCI of Plano acknowledges that the change of control does not affect Ordinance 92-9-18 or the letter agreement of September 15, 1992 between the City and TCI of Plano.
9. Review of Sale Value. The parties do not agree on the applicability, validity or interpretation of Section 8(g) of the Ordinance, and no party waives any claims, objections, or rights in connection therewith and all such matters may be raised and decided in the future. AT&T Comcast and TCI of Plano acknowledge that the City has not waived any claims or rights under Section 8(g) of the Ordinance by failing to assert them in connection with the consent process.
10. Undertaking of AT&T Comcast. AT&T Comcast reaffirms, as a condition of this Acceptance Agreement, its statement in the application for transfer of control under Part II Transferee/Assignee (c) that it will use its best efforts to cause Franchisee to comply with the terms of the Franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.
11. No Waiver. The City has raised matters in the negotiation of this Agreement to which AT&T Comcast and TCI of Plano have objected on various grounds (which the City disputes), including the existence of legal prohibitions and that certain matters are not appropriate for consideration in connection with a merger and transfer of control. AT&T Comcast and TCI of Plano acknowledge that the City has not waived any rights or claims with respect to these matters.
12. Other Matters.
  - 12.1. In the event of any conflict between the terms of this Acceptance Agreement and the Franchise, this Acceptance Agreement shall prevail. However, the parties do not intend to modify any of the provisions of the Acceptance Agreements of January 1995 and

January 11, 1999, except as to the provisions, if any, which conflict with this Acceptance Agreement.

12.2. If the Merger and transfer of control of the Franchise is not completed, then at the City's option, this Acceptance Agreement and the City's consent to the Merger and transfer of control shall become null and void.

City of Plano, Texas

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
City Manager

TCI of Plano, Inc.

By: *[Signature]*  
Name: PAULA J TRUSTADRE  
Title: SVP - Dallas Region

AT&T Comcast Corporation

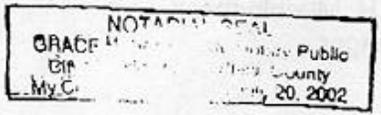
By: *[Signature]*  
Name: ARTHUR R. BLOCK  
Title: Assistant Secretary

R-7

ACKNOWLEDGMENTS

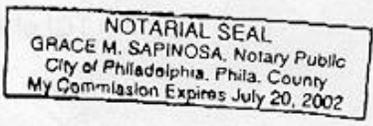
STATE OF Penn. )  
COUNTY OF Collin )

This instrument was acknowledged before me on the 6 day of June, 2002, by ARTHUR R. BULLOCK-ASSIST SECRETARY, of **AT&T/COMCAST CORPORATION**, a PENNA. corporation, on behalf of said corporation.



Grace M. Sapinosa  
Notary Public, State of Pennsylvania

STATE OF TEXAS )  
COUNTY OF COLLIN )

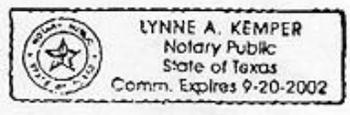


This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2002 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

STATE OF Texas )  
COUNTY OF Collin )

This instrument was acknowledged before me on the 4<sup>th</sup> day of June, 2002, by PAULA J. TRUSTDORF, DALLAS REGION, of **TCI OF PLANO, INC.**, a TEXAS corporation, on behalf of said corporation.



Lynne A. Kemper  
Notary Public, State of Texas

12-8



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

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

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

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

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

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

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

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

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

l-2

Resolution No. \_\_\_\_\_

Page 2

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

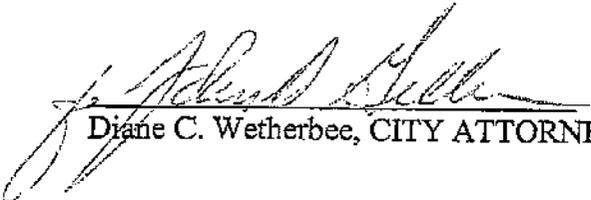
DULY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

l-3

2-4

Resolution No. \_\_\_\_\_  
Attachment "A" Page 1 of 7

DATE	NAME & ADDRESS	VARIANCE/REFUND-REQ#5 OVERPAYMENT/ALREADY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
MAY 20, 2002 (DB)	MTWO PARTNERS LP 5148 VILLAGE CREEK DR STE 110 PLANO TX 75093-5064	R-2580-001-0072-1		2001	T02201P3	OP	43.22	43.22	43.22
							43.22	43.22	43.22

TOTAL PAGE 1

Resolution No. \_\_\_\_\_  
Attachment "A" Page 2 of 7

20, 2002 (DB)  
ANCE/REFUND-REQ#5  
RPAYMENT/ALREADY PAID

	23 PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
PAGE 1	43.22	43.22	43.22
GRAND TOTALS	43.22	43.22	43.22

*l-5*

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Resolution No. \_\_\_\_\_  
Attachment "A" Page 3 of 7

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#2 OVERPAYMENT/ALREADY PAID ACCOUNT #	GFILN #	YEAR	BATCH #	REFUND TYPE	23 PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
24195	MORTGAGE SERVICE CENTER PO BOX 5452 MT LAUREL NJ 08054-5452	R-1667-004-0120-2	7075603287	2001	02110P11	AP	2174.16	2174.16	2174.16
TOTAL PAGE 1							2174.16	2174.16	2174.16

Resolution No. \_\_\_\_\_  
 Attachment "A" Page 4 of 7

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#2 OVERPAYMENT/READY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
	HILLS OF PRESTONWOOD MASTER HOMEOWNERS ASSOCIATION INC PO BOX 191947 DALLAS TX 75219-8510	R-3173-00E-0160-2		2001	02206M12	AP	23 PLANO CITY	9.07	9.07
TOTAL PAGE 2								9.07	9.07

*l-7*

2-8

Resolution No. \_\_\_\_\_  
Attachment "A" Page 5 of 7

DO	NAME & ADDRESS	VARIANCE/REFUND-REQ#2 OVERPAYMENT/ALREADY PAID ACCOUNT #	GFILN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
	RAND MARK A 6508 SUDBURY RD PLANO TX 75024-7412	R-3401-00A-0260-2		2000	01403M10	OP	157.17	157.17	157.17
1422	TRANSAMERICA REAL ESTATE TAX SERVICE 6053 S FASHION SQ DR #200 MURRAY UT 84107-0000	R-3817-00E-0180-2	1853503	2001	02107U10	OP	1000.00	1000.00	1000.00
TOTAL PAGE 3									1157.17

FIDO	NAME & ADDRESS	VARIANCE/REFUND-REQ#2 OVERPAYMENT/ALREADY PAID ACCOUNT #	GF/LN #	YEAR	BATCH #	REFUND TYPE	PLANO CITY	ACCOUNT TOTAL	TOTAL OF REFUND
	MAY 20, 2002 (DB)								
	BROWN ANTHONY & KAREN 1678 CRESCENT DR TARRYTOWN NY 10591	R-4370-00B-0130-2		2001	02304Y17	OP	15.49	15.49	15.49
TOTAL PAGE 4									15.49

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*21*

Resolution No. \_\_\_\_\_  
Attachment "A" Page 7 of 7

AY 20, 2002 (DB)  
ARIANCE/REFUND-REQ#2  
VERPAYMENT/ALREADY PAID

	23	PLANO	ACCOUNT	TOTAL OF
		CITY	TOTAL	REFUND
PAGE 1		2174.16	2174.16	2174.16
PAGE 2		9.07	9.07	9.07
PAGE 3		1157.17	1157.17	1157.17
PAGE 4		15.49	15.49	15.49
GRAND TOTALS		3355.89	3355.89	3355.89



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>6/10/02</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	6/3/02	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	6/4/02	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>					

**ACTION REQUESTED:**

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

### CAPTION

To authorize the purchase of two 100-ton gas absorption chillers/boilers from Yazaki Energy Systems, Inc., the sole source provider of such equipment, and authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase in an amount not to exceed \$151,541.00; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE    
 OPERATING EXPENSE    
 REVENUE    
 CIP

FISCAL YEAR: <b>2001/02</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	32,214	579,786	327,000	<b>939,000</b>
Encumbered/Expended Amount	-32,214	-9,600	0	<b>-41,814</b>
This Item	0	-151,541	0	<b>-151,541</b>
<b>BALANCE</b>	0	418,645	327,000	<b>745,645</b>

**FUND(S): CAPITAL RESERVE**

**COMMENTS:** Funds are included in the 2001-02 Capital Reserve CIP. This item, in the amount of \$151,541 will leave a current year balance of \$418,645 for Air Conditioning Unit Replacement.

**STRATEGIC PLAN GOAL:** Air Conditioning Unit Replacement relates to the City's Goal of Service Excellence.

### SUMMARY OF ITEM

The City contracted the services of a mechanical engineer to look at possible alternative types of chillers for the Municipal Center. The engineer has advised that chiller replacement proceed, using exact replacements of the existing chillers due to the increased costs associated with additional structural support and piping that would be required to change to another style of chiller.

The Facilities Manager for the City of Plano, therefore, recommends that two existing 100-ton gas absorption chillers/boilers at the Municipal Center be replaced with two new Yazaki 100-ton gas absorption chiller/boiler units from Yazaki Energy Systems, Inc. in an amount not to exceed \$151,541.00.

Yazaki Energy Systems, Inc. is the sole manufacturer/dealer for Yazaki Chillers in the United States and the sole source provider of the 100-ton double effect gas absorption chillers/boilers, therefore, the purchase of such chillers/boilers is exempt from competitive bid as provided in V.T.C.A., Local Government Code, Section 252.022(a)(7).

List of Supporting Documents:

Letter from Yazaki Energy Systems dated 05/30/02  
Memo from Facilities Maintenance Supervisor dated 05/30/02

Other Departments, Boards, Commissions or Agencies

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF TWO YAZAKI 100-TON GAS ABSORPTION CHILLERS/BOILERS FROM YAZAKI ENERGY SYSTEMS INC., THE SOLE SOURCE PROVIDER OF SUCH EQUIPMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE OF TWO GAS ABSORPTION CHILLERS/BOILERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Facilities Manager for the City of Plano, Texas, has recommended that two existing 100-ton gas absorption chiller/boilers at the Municipal Center be replaced with two new Yazaki 100-ton gas absorption chiller/boiler units; and

WHEREAS, Yazaki Energy Systems Inc. is the sole manufacturer dealer for Yazaki Chillers in the United States and the sole source provider of 100-ton double effect gas absorption chiller/boilers in the United States; and

WHEREAS, upon full review and consideration of the recommendation and information provided, the City Council is of the opinion that two 100-ton gas absorption chillers/boilers at the Municipal Center should be replaced and are available from only one source, Yazaki Energy Systems Inc.; therefore the purchase is exempt from competitive bid as provided for in V.T.C.A., *Local Governmental Code, Section 252.022(a)(7)*; and

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

Section I. The City Council hereby finds and determines that Yazaki Energy Systems Inc. is the sole source provider of the 100-ton double effect gas absorption chiller/boiler, therefore, the purchase of such chillers/boilers is exempt from competitive bid as provided for in V.T.C.A., *Local Government Code, Section 252.022(a)(7)*.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents with Yazaki Energy Systems Inc., as necessary to effectuate the purchase of two 100-ton double effect gas absorption chillers/boilers in an amount not to exceed the sum of ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED FORTY ONE AND NO/DOLLARS (\$151,541.00).

M-2

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

DULY PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

711-3

**MEMORANDUM**

**DATE:** May 30, 2002  
**TO:** Mike Ryan, Purchasing Manager  
Kent McIlyar, Assistant City Attorney  
**FROM:** Richard Medlen, Facilities Maintenance Supervisor  
**SUBJECT:** Municipal Center – Chiller Replacement

As we discussed, two Yazaki 100-ton gas absorption chillers are scheduled for replacement this year with funding in a Capital Reserve Account No. 54456 with the budgeted amount of \$450,000. The Budget Contingency Committee advised that the project could proceed in February and Ron German, Mechanical Engineer, has been contracted to produce bid specifications and drawings for the replacement of the chillers. Attached is a copy of a letter from Ron German regarding the study he was contracted to perform to look at the possibility of alternative type chillers. He is advising that the chiller replacement proceed, using exact replacements of the existing chillers. This is due to the increased costs associated with the additional structural support and piping that would be required to go to another style chiller. Therefore, I am requesting that Yazaki Energy System Inc. be considered a sole-source vendor since they are the United States' Manufacturer Dealer for the Yazaki Chillers and that the necessary steps be taken to proceed with the purchase of the chillers.

Attached is a copy of their proposal for the two chillers including extended warranty and freight for \$151,541. The installation of the chillers will be competitively bid.

Please contact me if you have any questions.

/ap

Attachment

xc: Bill Morris, Facilities Manager

M-4

May 30, 2002

Mr. Richard Medlen  
City of Plano  
Facilities Services  
4200 W Plano Parkway  
Plano, TX 75093

Subject: Yazaki Chiller Sales In North America

Mr. Medlen,

Thank you for your interest in the sales structure of Yazaki Environmental Products in the U.S.A.

Yazaki chillers and chiller-heaters are sold to Canada, the United States, and Mexico (North America) exclusively by Yazaki Energy Systems, Inc. in Dallas Texas.

Yazaki Corporation is a multi-product manufacturer with large market share in the automotive wiring harness, instrumentation, electronics and fuel metering industries also. All U.S. divisions were formerly listed as American Yazaki until 1998 when compliance with new tax law required distinction using different corporate division names. Any "Yazaki" corporations in the U.S. now designate specific function and division of that location. Yazaki Energy Systems, Inc. serves the market described above.

I hope that helps to eliminate any confusion regarding the source of Yazaki chillers and chiller-heaters in North America. Please contact me with any questions you may have.

Sincerely,



Patrick Hale  
North American Sales Mgr.-YESI

7M-5



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/10/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date	
Department Head	Diane Wetherbee		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager		<i>[Signature]</i> 6/5/02
Agenda Coordinator (include phone #): Lynne Kemper - 7109					

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

**CAPTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED THE CITY OF PLANO, TEXAS, A HOME RULE MUNICIPAL CORPORATION V. CECIL PARSONS, TRUSTEE AND OR ASSIGNS, CAUSE NO. 004-756-01 PENDING IN THE COLLIN COUNTY COURT AT LAW NO. 5, COLLIN COUNTY, TEXAS IN THE AMOUNT OF FOUR HUNDRED NINETEEN THOUSAND AND 00/100 (\$419,000.00); AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE  OPERATING EXPENSE  REVENUE  CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	850,000	0	850,000
Encumbered/Expended Amount	0	-653,033	0	-653,033
This Item	0	-70,000	0	70,000
<b>BALANCE</b>	0	126,967	0	126,967

**FUND(s):** MUNICIPAL PARKING FACILITIES

**COMMENTS:** Funds are available in the 2001-02 Municipal Parking Facilities CIP. This item in the amount of \$70,000 will leave a current year balance of \$126,967 for the Municipal Center Parking Expansion project.

**SUMMARY OF ITEM**

This Resolution approves the settlement of the above-referenced eminent domain proceeding wherein the City acquired certain real property to construct public improvements, including but not limited to parking facilities for the Municipal Center and the downtown area in Plano, Collin County, Texas.

List of Supporting Documents:

n/a

Other Departments, Boards, Commissions or Agencies

n/a

*Handwritten mark: 11-1*

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED THE CITY OF PLANO, TEXAS, A HOME RULE MUNICIPAL CORPORATION V. CECIL PARSONS, TRUSTEE AND OR ASSIGNS, CAUSE NO. 004-756-01 PENDING IN THE COLLIN COUNTY COURT AT LAW NO. 5, COLLIN COUNTY, TEXAS IN THE AMOUNT OF FOUR HUNDRED NINETEEN THOUSAND AND 00/100 (\$419,000.00); AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is pending in the Collin County Court at Law No. 5, Collin County, Texas, a lawsuit styled The City of Plano, Texas, a Home Rule Municipal Corporation v. Cecil Parsons, Trustee and or Assigns, Cause No. 004-756-01 ("Lawsuit"); and,

WHEREAS, the parties have agreed to settle the Lawsuit subject to approval of the City Council; and,

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

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

Section I. City Council approves the settlement of this Lawsuit in the amount of **FOUR HUNDRED NINETEEN THOUSAND AND 00/100 DOLLARS (\$419,000.00)**

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

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

DULY PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		<b>6/10/02</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary			Initials	Date
Department Head	Elaine Bealke		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): <b>Sharon Kotwitz - x7120</b>					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
To adopt and enact Supplement Number 57 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the code; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
<b>FUND(s):</b>					
<b>COMMENTS:</b> This item has no fiscal impact					
<b>SUMMARY OF ITEM</b>					
Adoption of this ordinance enables this supplement to be admissible in court					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 57 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

**WHEREAS**, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

**WHEREAS**, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

**WHEREAS**, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 57;

**WHEREAS**, The City Council wishes to adopt the ordinance codification version appearing in Supplement 57 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

**Section I.** The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 57 as prepared by the codifier.

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

**DULY PASSED AND APPROVED** this the 10th day of June, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF PLANO  
COUNCIL AGENDA ITEM**



<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>6/10/02</b>		Reviewed by Legal <i>JAB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Asst City Manager	<i>[Signature]</i>	6/3/02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/3/02
Agenda Coordinator (include phone #):		I. Pegues / 7198		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

**CAPTION**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE PENALTY PROVISION OF SECTION 14-7 TO CHAPTER 14 (OFFENSES - MISCELLANEOUS) OF THE CITY OF PLANO CODE OF ORDINANCES TO REDUCE THE PENALTY TO TWO HUNDRED DOLLARS (\$200) FOR USING OR OPERATING ROLLER SKATES, SKATEBOARDS AND OTHER SIMILAR DEVICES WITHIN CERTAIN PROHIBITED AREAS; AND PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

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

FUND(s): N/A

COMMENTS:

**SUMMARY OF ITEM**

The proposed change to the ordinance clarifies the maximum fine associated with rollerblading, skateboarding, and rollerskating in the prohibited areas of Downtown so that the fine is consistent with similar misdemeanors.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Ordinance	N/A

*P-1*

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE PENALTY PROVISION OF SECTION 14-7 TO CHAPTER 14 (OFFENSES - MISCELLANEOUS) OF THE CITY OF PLANO CODE OF ORDINANCES TO REDUCE THE PENALTY TO TWO HUNDRED DOLLARS (\$200) FOR USING OR OPERATING ROLLER SKATES, SKATEBOARDS AND OTHER SIMILAR DEVICES WITHIN CERTAIN PROHIBITED AREAS; AND PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Plano has prohibited the use or operation of roller skates, skateboards, or other similar devices on public streets, sidewalks, walkway or other public areas in Haggard Park and a portion of the downtown business/government district; and

**WHEREAS**, a similar prohibition related to riding bicycles on sidewalks in the same prohibited areas carries a lesser fine; and

**WHEREAS**, the City Council of the City of Plano determines that the fines for these similar offenses should be uniform.

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

**Section I.** Section 14-7 of the Code of Ordinances of the City is hereby amended to read in its entirety as follows:

"Section 14-7 Rollerskates and Similar Devices Prohibited Within Certain Areas, Exceptions.

No person shall use or operate roller skates, rollerblades, skateboards, or other similar devices on any public street, sidewalk walkway or other public area within the following areas, unless specifically permitted and posted for such proposes:

(1) The area encompassed by the following boundaries: beginning at the intersection of K Avenue and 14th Street, thence west along 14th Street to its intersection with west side of the DART right-of-way, thence north along the west side of the DART right-of-way for a distance of 1200 feet, thence east 190 feet to the east side of the DART bus drop off lot, thence south 185 feet to the north right-of-way of 16th Street, thence east along 16th Street to its intersection with K Avenue, thence south along K Avenue to its intersection with 14th Street.

(2) Haggard Park, including the parking area.

Wheelchairs and other such devices to assist handicapped or physically impaired persons are excluded from the provisions of this section.

Any person, firm, or corporation violating the provisions or terms of this section shall, upon conviction be fined a sum not exceeding two hundred dollars (\$200) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense."

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

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

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

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

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

*P-3*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>6/10/02</b>	Reviewed by Legal <i>12/0</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Asst City Manager	<i>[Signature]</i>	6/3/02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/4/02
Agenda Coordinator (include phone #):	I. Pegues / 7198			
<b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION (a) SECTION 12-169 (RIDING ON SIDEWALKS) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES TO REDEFINE AREAS WHERE BICYCLE RIDING IS PROHIBITED; PROVIDING A PENALTY CLAUSE; AND PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):	N/A			
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
The proposed ordinance change adds the DART station plaza to the list of pedestrian areas in the Downtown Plano area where bicycles are not allowed.				
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies			
Ordinance	N/A			

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION (a) SECTION 12-169 (RIDING ON SIDEWALKS) OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES TO REDEFINE AREAS WHERE BICYCLE RIDING IS PROHIBITED; PROVIDING A PENALTY CLAUSE; AND PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano in Ordinance No. 2002-1-24, prohibits the use or operation of roller skates, rollerblades, skateboards, or similar devices in Haggard Park and a portion of the downtown business/government district; and

WHEREAS, a similar prohibition for bicycles found at Section 12-169(a) of the Code of Ordinances should be updated to match the area described in Ordinance No. 2001-1-24; and

WHEREAS, it is a matter of public safety to restrict the use or operation of bicycles in certain specified areas that pose unique hazards to the rider as well as to pedestrian and vehicular traffic.

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

Section 1. Subsection (a) of Section 12-169 of the Code of Ordinances of the City is hereby amended to read as follows:

"Section 12-169 Riding on sidewalks and other specified areas.

(a) Bicycles may be operated along or upon any of the public sidewalks or public areas within the limits of the city, except:

(1) bicycles shall not be operated along the public sidewalks located within the area encompassed by the following boundaries: beginning at the intersection of K Avenue and 14th Street, thence west along 14th Street to its intersection with west side of the DART right-of-way, thence north along the west side of the DART right-of-way for a distance of 1200 feet, thence east 190 feet to the east side of the DART bus drop off lot, thence south 185 feet to the north right-of-way of 16<sup>th</sup> Street, thence east along 16th Street to its intersection with K Avenue, thence south along K Avenue to its intersection with 14th Street.

(2) bicycles may not be operated on sidewalks, walkways, open public areas, or parking lots in Haggard Park.

This subsection shall not apply to any authorized city employee while performing official duties or any person who walks a bicycle in the above-referenced area."

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

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

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

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

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>06/10/02</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications		Initials	Date
Department Head	Ronald P. Timmons	Executive Director	<i>[Signature]</i>	6-8-02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/3/02
Agenda Coordinator (include phone #): <b>Terri Manning Extension 7934</b>				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER QISV				

### CAPTION

Approval of expenditure for the purchase of a Digital Recording System in the amount of \$40,685.88 from Voice Print International, Inc., a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendors list; and authorizing the City Manager or his designee to execute all documents necessary to effectuate the purchase.

### FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY'01/02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	54,343	0	54,343
Encumbered/Expended Amount		0	0	0	0
This Item		0	-40,685	0	-40,685
<b>BALANCE</b>		0	13,658	0	13,658
FUND(s): <b>GENERAL FUND</b>					

**COMMENTS:** Funds are available in the 2001-02 Operating Budget. The remaining funds will be used for other equipment needs.

**STRATEGIC PLAN GOAL:** The purchase of a new voice recording system relates to the City's goal for Service Excellence.

### SUMMARY OF ITEM

Public Safety Communications recommends Council approve an expenditure of \$40,685.88 to Voice Print International, Inc., for the purchase and installation of a Digital Recording System. The vendor is listed on the State of Texas Catalog Purchasing Procedure whose participants are designated as qualified information services vendors. Quotes were obtained from three QISV Vendors, including DFW Communications for \$52,428, Plant Equipment for \$60,322, and the selected vendor, Voice Print for \$40,685.88. The City is authorized to purchase from State of Texas contracts without going through a competitive bid pursuant to Chapter 271, Subchapter D of the Texas Local Government Code. A purchase from a QISV vendor is tantamount to compliance with State competitive bid laws.

List of Supporting Documents: Contract, Exhibit A, B, C, and D	Other Departments, Boards, Commissions or Agencies
---	--

**CONTRACT BY AND BETWEEN**  
**CITY OF PLANO AND**  
**VOICE PRINT INTERNATIONAL, INC.**

THIS CONTRACT is made and entered by and between **Voice Print International, Inc.**, whose address is 800 Calle Plano, Camarillo, CA 93012, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution by the Plano City Manager or his designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.**  
**SCOPE OF WORK**

Contractor shall provide all supervision, labor, materials and equipment, to include any additional software or hardware, necessary for a turn-key (48) forty-eight-channel digital recording system. Such work shall be performed in accordance with the terms and conditions of the City's Specifications for Qualified Information Services (QISV) Request for Offer (hereinafter "QISV Specifications") a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". Contract documents consists of the following items, some of which are on file with the City's Public Safety Communications Department:

- (a) This Contract by and between the City of Plano and Voice Print International, Inc.
- (b) The Bid Specifications for a digital recording system, as (Exhibit "A");
- (c) QISV Packet on file which contains the following:
  - Acknowledgment of RFO by Contractor
  - Description of Offer
  - General Conditions of QISV Offer
  - Supplemental Information: Insurance Requirement Affidavit
  - Insurance Requirements
  - Affidavit of No Prohibited Interest
  - Payment and Performance Bonds (if required)

(d) The Contractor's Offer (Exhibit "B").

In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

## II.

### TIME OF COMPLETION/LIQUIDATED DAMAGES

Contractor agrees and covenants that all work hereunder shall be complete within fifteen working days following notice to proceed from City.

The parties acknowledge that adherence by Contractor to the completion schedule set forth herein is essential to this Agreement. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to complete in accordance with the provisions hereof are uncertain and would be difficult to ascertain; it is further agreed that the sum of one hundred and fifty (\$150.00) for each day that completion is overdue would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. As the term is used herein, "completion" shall be that date on which the system, which is the subject of this Agreement, is installed functioning, and providing the basic service as outlined in Contractor's specification documents.

## III.

### WARRANTY

Contractor agrees that the products and services are warranted as provided in Exhibits "A" and "B".

## IV.

### PAYMENT

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for services performed after the successful completion of the sixty-day error-free acceptance period. Compensation shall be in an amount not to exceed the sum of **FORTY THOUSAND SIX HUNDRED AND EIGHTY FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$40,685.88)**.

R-3

Contractor recognizes that this Contract shall commence upon the day first written above and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

#### V.

### PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all time exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph VII. INDEMNIFICATION and paragraph VIII. COMPLIANCE WITH APPLICABLE LAWS set forth herein.

#### VI.

### LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

#### VII.

### INDEMNIFICATION

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

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

### VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

### IX. VENUE

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

### X. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

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**XI.  
INDEPENDENT CONTRACTOR**

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

**XII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit "C" attached hereto and incorporated herein.

**XIII.  
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

**XV.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However,

upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.  
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVIII.  
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XIX.  
CONTRACT INTERPRETATION**

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

**XX.  
SUCCESSORS AND ASSIGNS**

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

**XXI.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

**CONTRACTOR:**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

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

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**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of California

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

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

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

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**EXHIBITS "A" and "B"**  
**ARE ON FILE WITH THE**  
**CITY OF PLANO'S**  
**PUBLIC SAFETY COMMUNICATIONS DEPARTMENT.**

270

MAY-24-2002 11:10

ARTHUR J. GALLAGHER & CO.

818 3409286

P.02/02

ALCUM

CERTIFICATE OF LIABILITY INSURANCE

OF ID DD VOICE-1

DATE (MM/DD/YY) 05/23/02

SUCR
Arthur J. Gallagher & Company
Insurance Brokers of CA
5 N.Brand Blvd, Suite 600
Irvine CA 92618-3944
one:818-539-2300 Fax:818-539-2301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Table with 2 columns: Insurer Name, Coverage Description. Includes Federal Insurance, Insurer B, Insurer C, Insurer D, Insurer E.

Voice Print Int'l, Inc.
800 Calle Plano
Camarillo CA 93012

TERMS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes Commercial General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is included as an additional insured with regards to the operations of the insured as their interest may appear. Subject to policy terms, conditions, exclusions with 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

CITY OF PLANO SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

The City of Plano
Purchasing Department
1520 Ave K Suite 370

Date: 05/24/02 Time: 11:52 AM To: Karen & 3895202

Tolman and Wiker Ins Page: 001-002

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 05/14/2002
PRODUCER (805)585-6100 Tolman & Wiker Insurance TWD Insurance Services 196 S. Fir Street Ventura, CA 93002-1388	FAX (805)585-6200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED Voice Print International, Inc. DBA: TCG Telecommunications 800 Calle Plano Camarillo, CA 93012		INSURER A: <b>Majestic Ins. Co.</b>
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WCTBD02-03	04/22/2002	04/22/2003	<table border="1"> <tr> <td>W/C STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	W/C STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
W/C STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER				TEN DAY NOTICE IF CANCELLATION WILL BE GIVEN FOR NONPAYMENT OF PREMIUM.								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

RE: Installation of Digital Voice Recording System/ 1520 Ave K, Plano, TX 75074.

WC: Waiver of Subrogation is added in favor of the City of Plano and to be issued by the insurance carrier.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
City of Plano Public Safety Communications Dept. 1520 Avenue K #010 Plano, TX 75074		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeffrey Viles/BJE

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ATTACHMENT B

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

Name of Contractor VOICE PRINT INTERNATIONAL INC.

By: 

(Signature)

KATERINA VETROVEC

(Print Name)

VP - MARKETING

(Title)

Date: 03/26/02

STATE OF TEXAS \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

*Please see Attached*

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

*12-13*

ALL-PURPOSE ACKNOWLEDGEMENT

State of California }  
County of Ventura } ss.

On 3/26/02 before me, Karen K. Schneider  
(DATE) (NOTARY)  
personally appeared Katerina Vetrovec  
SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Karen K. Schneider  
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER  
V. President - Marketing  
(TITLE(S))
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Affidavit  
TITLE OR TYPE OF DOCUMENT  
1  
NUMBER OF PAGES  
3/26/02  
DATE OF DOCUMENT  
OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Voice Print Int'l Inc.

RIGHT THUMBPRINT  
OF  
SIGNER





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>6/10/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering Department		Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/3/02	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/3/02	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	(Project No. 4889)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

**CAPTION**

To McMahon Contracting, Inc., increasing the contract by \$39,826.62 for the Independence Parkway Widening - Legacy Drive to McDermott Road, Change Order No. 4 (Bid No. B044-01).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2001-02	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	95,447	1,651,553	0	1,747,000
Encumbered/Expended Amount	-95,447	-1,591,056	0	-1,686,503
This Item	0	-39,827	0	-39,827
BALANCE	0	20,670	0	20,670

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

COMMENTS: Funds are available in the 2001-02 Street Improvement CIP. This item, in the amount of \$39,827 will leave a current year balance of \$20,670 for the Independence-Legacy to McDermott project.

STRATEGIC PLAN GOAL: The Independence Parkway widening project relates to the City's Goal of Safe and Efficient Travel.

**SUMMARY OF ITEM**

This change order is for revising the scope of work to include the addition of quantities necessary for the rebuilding of an 18' x 9.5' storm water junction box at the intersection of Independence Parkway and Legacy Drive and additional median and crosswalk improvements throughout the project.

Staff recommends approval of Change Order No. 4. The contract total will be \$2,348,464.35, which includes change orders of 4.14% of the original contract amount of \$2,255,102.83.

List of Supporting Documents:  
Change Order No. 4

Other Departments, Boards, Commissions or Agencies  
N/A

CHANGE ORDER NO. 4

**INDEPENDENCE PARKWAY WIDENING**  
**LEGACY DRIVE TO McDERMOTT ROAD**  
**PROJECT NO. 4889**  
**PURCHASE ORDER NO. 102161**  
**CIP NO. 84415-8331 & 31390-8331**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **McMAHON CONTRACTING, INC.** for the **INDEPENDENCE PARKWAY WIDENING – LEGACY DRIVE TO McDERMOTT PROJECT**, dated **February 26, 2001**.

B. DESCRIPTION OF CHANGE

The change order is for the addition of quantities necessary for the rebuilding of a storm water junction box at the intersection of Independence Parkway and Legacy Drive and for additional median and crosswalk improvements throughout the project.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project: All items are to be charged to CIP No. 31390.

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
110	Remove Brick Pavers & Base	7,001	7,163	SF	\$0.75	\$121.50
123	Paving Stone & Conc. Base	16,119	16,215	SF	\$5.97	\$573.12
151	Thermoplastic Crosswalk	16	121	EA	\$90.00	\$9,450.00
165	Remove & Replace Modified Junction Box	0	1	LS	\$29,682.00	\$29,682.00
	<b>TOTAL:</b>					<b>\$39,826.62</b>

CHANGE ORDER NO. 4  
INDEPENDENCE PARKWAY WIDENING

Original Contract Amount	\$ 2,255,102.83
Contract Amount (Including Previous Change Orders)	\$ 2,308,637.73
<b>Amount, Change Order No. 4</b>	<b>\$ 39,826.62</b>
<b>Revised Contract Amount</b>	<b>\$ 2,348,464.35</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>4.14%</b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 35 days to this project:

Original Contract Time	150 working days
Amount (Including Previous Change Orders)	188 working days
<b>Amount, Change Order No. 4</b>	<b>35 working days</b>
<b>Revised Contract Time</b>	<b>223 working days</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>48.67%</b>

A-3

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and **McMAHON CONTRACTING, INC.**, do hereby agree to append this Change Order No. 4 to the original contract between themselves, dated **February 26, 2001**.

**CITY OF PLANO**

**McMAHON CONTRACTING, L.P., A  
TEXAS LIMITED PARTNERSHIP  
BY: JSM MANAGEMENT COMPANY,  
LLC, GENERAL PARTNER**

\_\_\_\_\_  
*OWNER*

\_\_\_\_\_  
*CONTRACTOR*

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

(signature)

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

(signature)

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Title: \_\_\_\_\_

Print  
Title: \_\_\_\_\_

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

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, \_\_\_\_\_, of **JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P., a TEXAS LIMITED PARTNERSHIP**, on behalf of said corporation.

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

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

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

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

4-5



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		<b>6/10/02</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary			Initials	Date
Department Head	Elaine Bealke		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): <b>Di Zucco - 7551</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
To establish an International Business Protocol Task Force; providing for the appointment of co-chairs of the task force and a set of members; establishing the maximum number of members of the task force; establishing the purpose and responsibilities of the task force; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
<b>FUND(s):</b>					
<b>COMMENTS:</b>					
<b>SUMMARY OF ITEM</b>					
To provide for an International Business Task Force to be responsible for advising the City Council on the appropriate structure(s) for interacting and responding to international business, educational and cultural opportunities that may occur in Plano by and through the City of Plano, Plano Economic Development Board, Chamber of Commerce, Sister City International Program and Collin County Community College District.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ESTABLISHING AN INTERNATIONAL BUSINESS PROTOCOL TASK FORCE; PROVIDING FOR THE APPOINTMENT OF CO-CHAIRS OF THE TASK FORCE AND A SET OF MEMBERS; ESTABLISHING THE MAXIMUM NUMBER OF MEMBERS OF THE TASK FORCE; ESTABLISHING THE PURPOSE AND RESPONSIBILITIES OF THE TASK FORCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes the importance of developing international business, educational and cultural relations; and

**WHEREAS**, there is a need for a committee to recommend to the City Council an organizational structure for interacting and responding to international business, educational and cultural opportunities by the City of Plano, Plano Economic Development Board, Chamber of Commerce, Sister City International Program and Collin County Community College District.

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

**Section I.** An International Business Protocol Task Force is herein created to be responsible for advising the City Council on the appropriate structure(s) for interacting and responding to international business, educational and cultural opportunities that may occur in Plano by and through the City of Plano, Plano Economic Development Board, Chamber of Commerce, Sister City International Program and Collin County Community College District.

**Section II.** The Task Force shall consist of no more than ten (10) members and shall report back to the City Council approximately ninety (90) days after appointment.

**Section III.** The City Council hereby appoints John R. Roach, Jr. and Dick Bode as co-chairs of the Task Force.

The following persons shall also serve on the Task Force:

\_\_\_\_\_  
\_\_\_\_\_

_____	_____
_____	_____
_____	_____

**Section IV.** The goals and responsibilities of the Task Force shall be as follows:

1. Focus on advantages of developing a comprehensive international policy/program.
2. Develop a mission and measurable goals, stressing accountability and results.
3. Develop a protocol program including training and recommendation for implementation by a responsible agency.
4. Review and recommend cooperative partnerships between corporate businesses, educational institutions, sister city program, and other governments.

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

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>6/10/02</b>	Reviewed by Legal <i>qu</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:		City Manager	<i>JKM</i>	<i>Stator</i>
Agenda Coordinator (Include phone #):		<b>Lynne Kemper - 7109</b>		

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

### CAPTION

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS EXTENDING UNTIL FEBRUARY 5, 2006 THE FRANCHISE GRANTED TO TCI OF PLANO, INC. TO OWN, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF PLANO WHICH IS SET TO EXPIRE ON OR ABOUT FEBRUARY 5, 2003; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (First Reading)**

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

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

FUND(s):

COMMENTS:

### SUMMARY OF ITEM

This Ordinance approves the extension of the Franchise granted to TCI of Plano, Inc. which is set to expire on or about February 5, 2003 until February 5, 2006.

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

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS EXTENDING UNTIL FEBRUARY 5, 2006 THE FRANCHISE GRANTED TO TCI OF PLANO, INC. TO OWN, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF PLANO WHICH IS SET TO EXPIRE ON OR ABOUT FEBRUARY 5, 2003; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, on July 11, 1983, by Ordinance No. 83-7-8, the City Council of the City of Plano ("City") granted a cable franchise ("Franchise") to TeleCable of Plano, Inc. to own, operate, and maintain a cable communications system in the City of Plano; and

**WHEREAS**, TCI of Plano, Inc. ("Franchisee" or "TCI of Plano"), formerly Telecable of Plano, is the current holder of a Franchise in the City of Plano ("City") and the term "Franchise" includes City Ordinance 83-7-8; the proposal from TeleCable of Plano, Inc., included therein by reference; Ordinance 92-9-18 and accompanying Letter Agreement dated September 15, 1992; Resolution 95-1-1(R) consenting to a change of control to Tele-Communications, Inc. and accompanying Acceptance Agreement dated January, 1995; Resolution No. 99-1-5 consenting to a change of control to AT&T Corp. and accompanying Acceptance Agreement dated January 11, 1999; Ordinance 2000-1-5 extending the term of franchise; written agreements and side letters accompanying one or more of the preceding items; and Resolution No. 2000-11-1(R) approving a Final Settlement dated November 15, 2000 and a Partial Settlement dated July 12, 1999 and Release Agreements relating to Cause No. 296-254-99 in the 296th Judicial District Court, Collin County, Texas relating to franchise issues, and

**WHEREAS**, at the time of passage of this Ordinance, AT&T Corp. and Comcast Corp. are seeking approval of a merger of their companies or portions thereof so as to form a new company known as AT&T Comcast Corp.; and

**WHEREAS**, the City has approved the merger and resulting change of control of Franchisee under certain conditions on June 10<sup>th</sup>, 2002; and

**WHEREAS**, pursuant to a request from TCI of Plano, Inc. received August 17, 1995, the City of Plano began the process of franchise renewal in 1996 and began negotiating with TCI of Plano, Inc.; and

**WHEREAS**, the parties began the renewal process and conducted hearings on community needs with regard to cable services but were unable to

negotiate a new franchise; thus, an extension of the Franchise to February 5, 2003 was approved by the City by Ordinance No. 2000-1-5 and accepted by Franchisee; and

**WHEREAS**, while the renewal process has continued to proceed and hearings to determine community needs with regard to cable service have continued, the City Council still finds that a number of issues remain unresolved between the parties which require additional time to negotiate the renewal of the Franchise and that the current Franchise should be extended until February 5, 2006, under the same terms and conditions; and

**WHEREAS**, Franchisee accepts the extension, and the City and Franchisee agree that the extension shall not be deemed a waiver by either party to exercise any rights afforded them by law or defenses thereto, including but not limited to, any waivers of default, any waiver of rights under the renewal procedures of Section 626 of the Cable Communications Act, including the right to institute the formal renewal process at any time during this extension or thereafter; and

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

**Section I.** The franchise granted to TeleCable of Plano, Inc., now TCI of Plano, Inc., is hereby extended until February 5, 2006, under the same terms and conditions as the existing Franchise.

**Section II.** The City of Plano and Franchisee do not waive any rights under the renewal procedures of Section 626 of the Cable Communications Act including the right to institute the formal process at any time during this extension, nor does the City of Plano or Franchisee waive any claims or defenses that may exist currently or arise in the future as a result of this extension.

**Section III.** All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, 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 thereof, 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.

2-3

**Section V.** This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano, with the second meeting to be at least 30 days from the first reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

**Section VI.** This Ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon TCI of Plano's executing the written acceptance of this Ordinance attached hereto prior to the effective date; otherwise, this ordinance shall be null and void.

**DULY PASSED AND APPROVED ON FIRST READING THIS \_\_\_\_\_**  
day of \_\_\_\_\_, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2-4

May 31, 2002

*-By Facsimile & U.S. Mail*

Ms. Diane C. Wetherbee  
City Attorney  
City of Plano  
PO Box 860358  
Plano, TX 75086-0358

**Re: Franchise Extension Acceptance**

Dear Ms. Wetherbee:

TCI of Plano, Inc., hereby accepts the terms of the ordinance of the City of Plano, Texas extending until February 5, 2006 the franchise granted to TCI of Plano, Inc., to own, operate, and maintain a cable communications system in the City of Plano which is set to expire on or about February 5, 2003.

Sincerely,



Paula J. Brustdorf  
Senior Vice President  
TCI of Plano, Inc.

Cc: Dick Kirby



2-5

May 21, 2002

TO: Honorable Mayor & City Council

FROM:  Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of May 20, 2002

At its meeting of May 20, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-19

**Applicant:** City of Plano

**DESCRIPTION:**

A request to amend Planned Development-402-Retail/Office-2 (PD-402-R/O-2) to eliminate the restrictions on retail development and to clarify the remaining stipulations on 18.3± acres on the southwest corner of Plano Parkway and Ohio Drive. Zoned PD-402-R/O-2. Neighborhood #55.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as Planned Development-Retail/Office-2 subject to the following stipulations:

1. Office/showroom/warehouse and scientific and research uses are additional allowed uses.
2. Maximum building height set back as measured from the center line of Plano Parkway, shall be limited to two story (35 feet) to a distance of 150 feet; five story (74 feet) between 150 feet and 400 feet; eight story (113 feet) between 400 feet and 700 feet; and 20 story (282 feet) on the remainder of the tract.

Honorable Mayor & City Council  
Results  
May 21, 2002  
Page 2 of 2

3. Provision of a 30-foot wide landscape edge adjacent to the right-of-way along Plano Parkway.
4. Provision of a 30-foot wide landscape edge adjacent to the existing curb along Ohio Drive.
5. Underground utilities and signage requirements of the 190 Tollway/Plano Parkway Overlay District applies to the entire property.

**FOR CITY COUNCIL MEETING OF:** June 10, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

CDL/lj

xc: Lanae Jobe, Sr. Administrative Assistant

3-2

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 20, 2002

Agenda No. 5

Public Hearing: Zoning Case 2002-19

Applicant: City of Plano

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**DESCRIPTION:**

A request to amend Planned Development-402-Retail/Office-2 (PD-402-R/O-2) to eliminate the restrictions on retail development and to clarify the remaining stipulations on 18.3± acres on the southwest corner of Plano Parkway and Ohio Drive. Zoned PD-402-R/O-2. Neighborhood #55.

**HISTORY:**

Zoning Case 86-118 - request to rezone the property from Light Industrial-1 to PD-402-R/O-2 specifying uses, restricting the amount of maximum retail development, specifying FAR and height setbacks, and requiring a landscape edge, hike and bike easement, underground utility easement, and circulation plan. This case was initiated by the property owner as a result of the City's attempt to remove retail uses from Light Industrial-1 zoning.

**REMARKS:**

This rezoning request proposes to amend certain stipulations of PD-402-R/O-2 while maintaining the current base zoning of Retail and Office-2. The request was initiated by the City of Plano as part of the Planning & Zoning Commission's work program to review planned development zoning districts with ambiguous or difficult-to-enforce stipulations. The request to amend the stipulations for PD-402-R/O-2 also results in part from requests by current property owners to develop two remaining vacant lots as retail.

The current zoning stipulation states the maximum retail development cannot exceed 20% of the total development. Of the five existing lots, three lots on 13.7± acres are developed as a convenience store with gasoline pumps, a residence hotel, and an office/showroom warehouse. The two undeveloped lots contain 6.1± acres.

The original intent of the PD-402-R/O-2 was to develop office and office/showroom/warehouse uses with limited retail uses based on a percentage of existing development. Since 1986, the property has been subdivided into five separate lots with multiple owners. The retail requirement allowance percentages have become difficult to administer equitably among the properties.

The proposed amendment will delete the maximum retail allowance requirements; delete the maximum FAR of 1:1; delete the hike and bike easement, which is no longer required; clarify the 30 foot landscape edge requirements on Plano Parkway and Ohio Drive; and restate the existing requirements for underground utilities along both Plano Parkway and Ohio Drive by the 190 Tollway/Plano Parkway Overlay District.

Staff recommends changes to the existing planned development restrictions as indicated below: (Deletions are indicated by strikethrough text and additions are indicated by underlined text.)

1. Additional uses of office/showroom/warehouse and scientific and research laboratories.
2. ~~Maximum FAR: 1:1~~
3. ~~Maximum retail development shall not exceed 20% or 159,430 square feet of the total development and shall be located at the time of preliminary site plan approval.~~
2. Maximum building height set back as measured from the center line of Plano Parkway, shall be limited to two story (35 feet) to a distance of 150 feet; five story (74 feet) between 150 feet and 400 feet; eight story (113 feet) between 400 feet and 700 feet; and 20 story (282 feet) on the remainder of the tract.
3. Provision of a 30-foot wide landscape edge, ~~hike and bike and underground utility easement~~ adjacent to the right-of-way at along Plano Parkway.
4. Provision of a 30-foot wide landscape buffer edge adjacent to the existing curb of along Ohio Drive.
5. ~~Approval of a circulation plan for the entire tract prior to the approval of preliminary or final site plan on this tract.~~
5. Underground utilities and signage requirements of the 190 Tollway/Plano Parkway Overlay District applies to the entire property.

#### Conformance to the Comprehensive Plan

**Future Land Use Plan** - The Future Land Use Plan designates this area as Community Commercial. The allowable uses of the proposed PD-R/O-2 zoning are consistent with this land use designation. The intensity of development of the proposed zoning, with its building height setback restrictions, is consistent with this land use designation.

3-4

**Adequacy of Public Facilities** - Water and sanitary sewer are available onsite.

**Traffic Impact Analysis (TIA)** - This request does not propose to change the base zoning of Retail and Office-2. There is no increase in potential traffic generation; therefore, a TIA is not required.

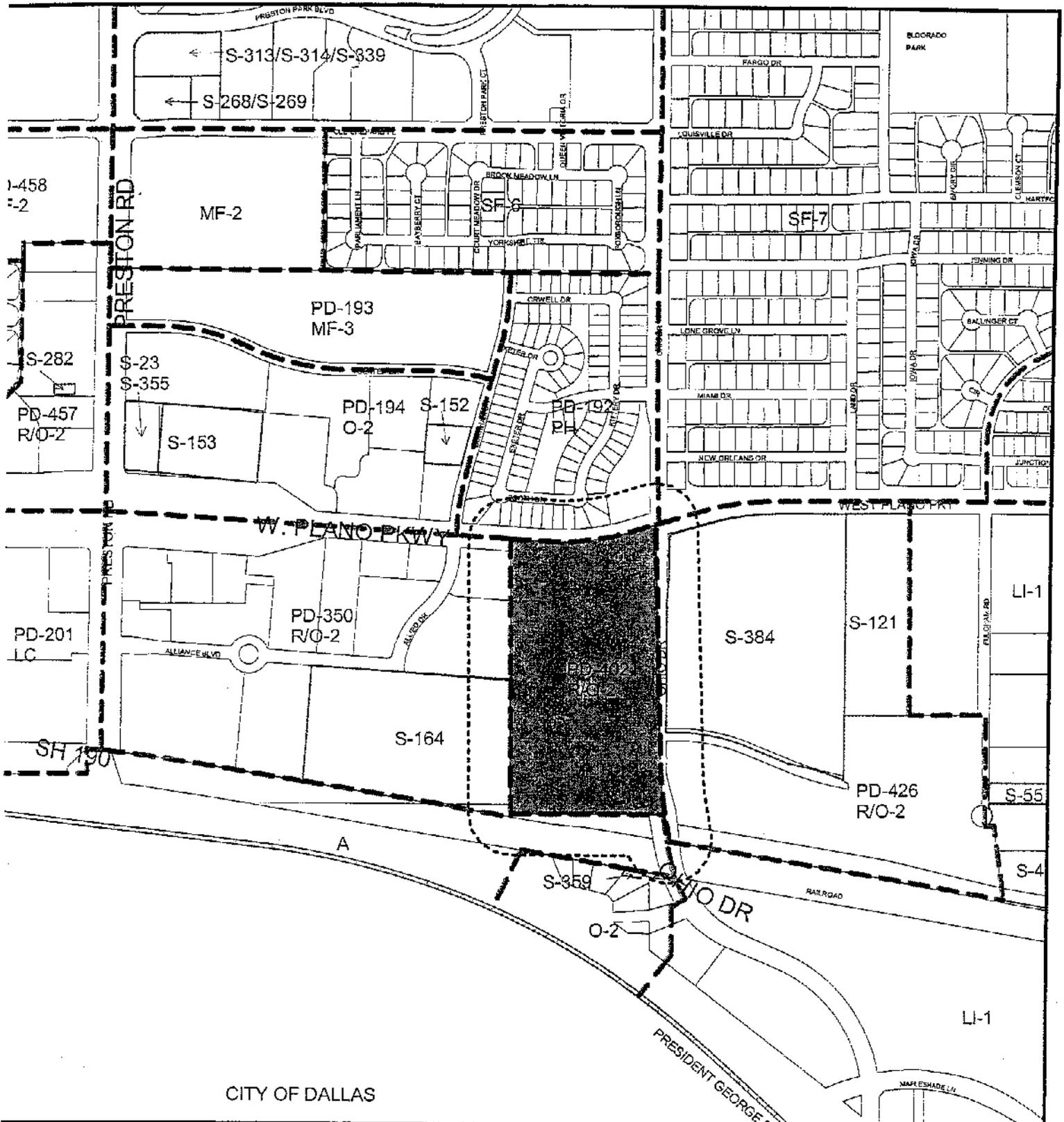
**SUMMARY:**

Planned Development-402-Retail/Office-2 is one of several PD's that has been identified by staff as one containing vague and confusing wording. The proposed amendments to the PD will enable the development of the remaining properties to proceed without disagreements among the various property owners as to who may utilize the limited retail rights. The proposed zoning is generally consistent with existing zoning and Future Land Use Plan, and is compatible with existing and adjacent development.

**RECOMMENDATIONS:**

Recommended for approval as Planned Development-Retail/Office-2 subject to the following stipulations:

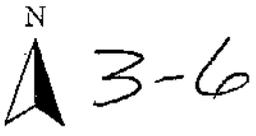
1. Additional uses of office/showroom/warehouse and scientific and research laboratories.
2. Maximum building height set back as measured from the center line of Plano Parkway, shall be limited to two story (35 feet) to a distance of 150 feet; five story (74 feet) between 150 feet and 400 feet; eight story (113 feet) between 400 feet and 700 feet; and 20 story (282 feet) on the remainder of the tract.
3. Provision of a 30-foot wide landscape edge adjacent to the right-of-way along Plano Parkway.
4. Provision of a 30-foot wide landscape edge adjacent to the existing curb along Ohio Drive.
5. Underground utilities and signage requirements of the 190 Tollway/Plano Parkway Overlay District applies to the entire property.



CITY OF DALLAS

**ZONING CASE  
# 2002-19**

**EXISTING ZONING:  
PD-402-R/O-2**



○ 200' Notification Buffer

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-19)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, SO AS TO AMEND PLANNED DEVELOPMENT-402-RETAIL/OFFICE-2 ON 18.3± ACRES OUT OF THE DENTON DARBY SURVEY, ABSTRACT NO. 260, LOCATED ON THE SOUTHWEST CORNER OF PLANO PARKWAY AND OHIO DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, TO ELIMINATE THE RESTRICTIONS ON RETAIL DEVELOPMENT AND TO CLARIFY THE REMAINING STIPULATIONS; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of June, 2002, for the purpose of amending Planned Development-402-Retail/Office-2 on 18.3± acres out of the Denton Darby Survey, Abstract No. 260, located on the southwest corner of Plano Parkway and Ohio Drive in the City of Plano, Collin County, Texas, to eliminate the restrictions on retail development and to clarify the remaining stipulations; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of June, 2002; and

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

3-7

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-402-Retail/Office-2 on 18.3± acres out of the Denton Darby Survey, Abstract No. 260, located on the southwest corner of Plano Parkway and Ohio Drive in the City of Plano, Collin County, Texas, to eliminate the restrictions on retail development and to clarify the remaining stipulations, said property being described in the legal description on Exhibit "A" attached hereto.

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

1. Office/showroom/warehouse and scientific and research uses are additional allowed uses.
2. Maximum building height setback as measured from the centerline of Plano Parkway, shall be limited to two story (35 feet) to a distance of 150 feet; five story (74 feet) between 150 feet and 400 feet; eight story (113 feet) between 400 feet and 700 feet; and 20 story (282 feet) on the remainder of the tract.
3. Provision of a 30-foot wide landscape edge adjacent to the right-of-way along Plano Parkway.
4. Provision of a 30-foot wide landscape edge adjacent to the existing curb along Ohio Drive.
5. Underground utilities and signage requirements of the 190 Tollway/Plano Parkway Overlay District applies to the entire property.

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

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

3-8

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land in the Denton Darby Survey, Abstract No. 260, in the City of Plano, Collin County, Texas, and being part of Lot 1, Block A, Dallas North Lumber Addition, an addition to the City of Plano, Texas, as filed for record in Plat Cabinet C, Page 138, Plat Records Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the south right-of-way line of Plano Parkway (60 feet from centerline) and the west right-of-way line of Ohio Drive (42.5 feet from centerline);

THENCE, South  $00^{\circ} 01' 00''$  East, a distance of 1,317.11 feet along said west line to a point for a corner;

THENCE, North  $89^{\circ} 36' 22''$  West, a distance of 600.94 feet to a point for a corner, said corner being on the easterly line of a strip of land dedicated to the City of Plano for drainage channel right-of-way as recorded in Plat Cabinet C, Page 138, of the Collin County Plat Records, said corner being also on a curve to the right whose center bears North  $64^{\circ} 20' 33''$  East, having a central angle of  $25^{\circ} 38' 27''$ , a radius of 290.00 feet, and a chord distance of 128.70 feet which bears North  $12^{\circ} 50' 14''$  West;

THENCE, in a northerly direction along said curve, said curve being along the easterly right-of-way line of the City of Plano drainage channel right-of-way, an arc distance of 129.78 feet to the point of tangency;

THENCE, North  $00^{\circ} 01' 00''$  West, continuing along said east line, a distance of 1,006.48 feet to the point of tangency;

THENCE, South  $89^{\circ} 59' 00''$  West, along the northerly right-of-way line of the City of Plano drainage channel right-of-way, a distance of 40.00 feet to a point for a corner;

THENCE, North  $00^{\circ} 01' 00''$  West, a distance of 125.00 feet to a point for a corner in the south line of Plano Parkway, said corner point being the northwest corner of Dallas North Lumber Addition;

THENCE, South  $85^{\circ} 41' 55''$  East, along said south line, a distance of 161.35 feet to the point of curvature of a circular curve to the left having a central angle of  $20^{\circ} 26' 34''$ , a radius of 1,205.92 feet and a chord distance of 427.99 feet which bears North  $84^{\circ} 04' 48''$  East;

THENCE, in an easterly direction along said curve, continuing along said south line, an arc distance of 430.26 feet to the point of tangency;

THENCE, North  $73^{\circ} 51' 31''$  East, along said south line, a distance of 86.27 feet to the POINT OF BEGINNING and containing 797,753 square feet or 18.3139 acres of land more or less.

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

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

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

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

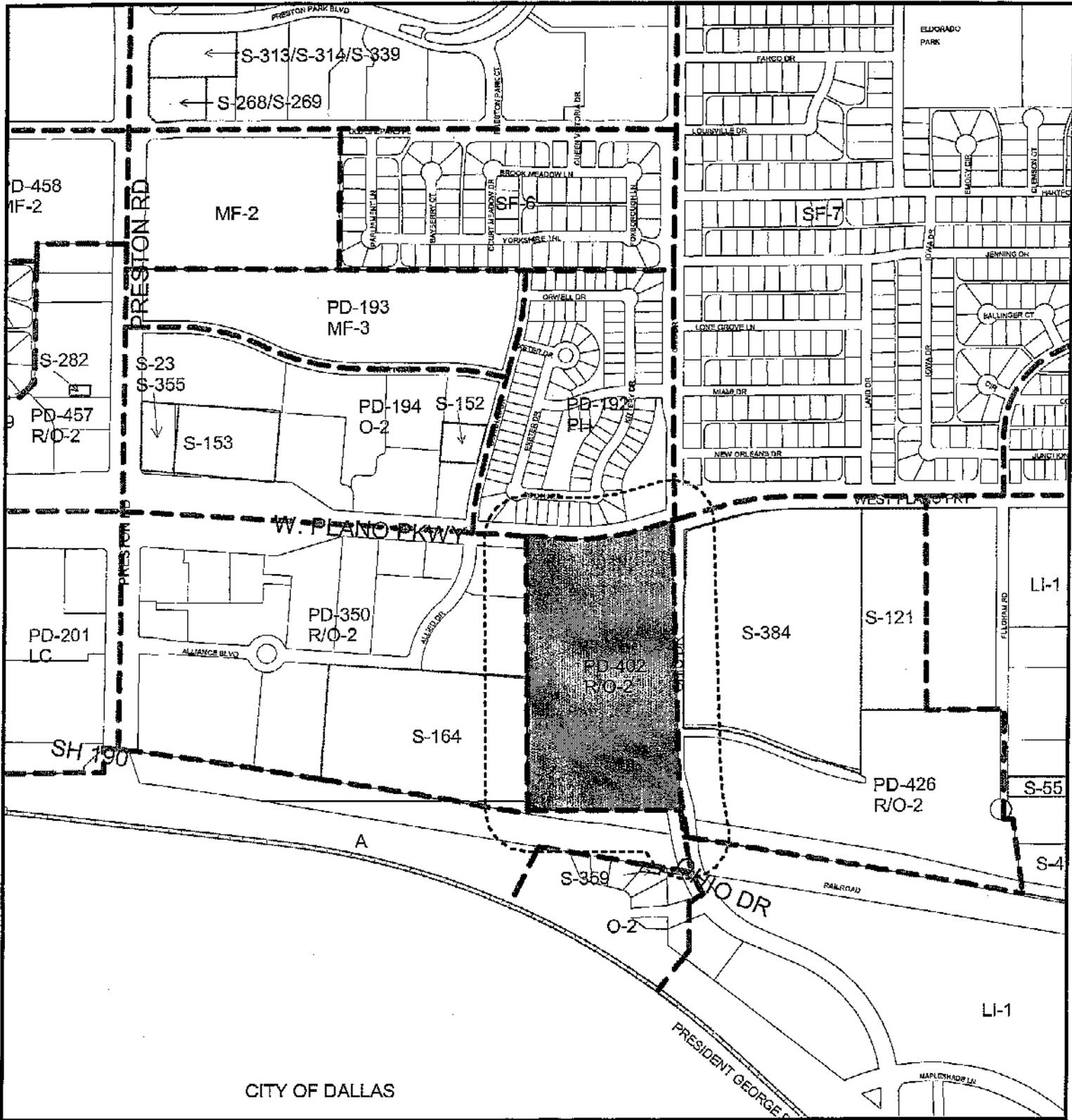
ATTEST:

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

APPROVED AS TO FORM:

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

3-10

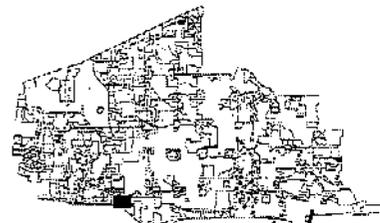


CITY OF DALLAS



**ZONING CASE  
# 2002-19**

**EXISTING ZONING:  
PD-402-R/O-2**



3-11

○ 200' Notification Buffer

May 21, 2002

**TO:** ~~Lee Dunlap~~ Honorable Mayor & City Council  
**FROM:** Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 20, 2002

At its meeting of May 20, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-11

**Applicant:** Rinker Properties Company

**DESCRIPTION:**

A request to rezone 21.1± acres on the south side of Alliance Boulevard, 600± feet east of Preston Road **from** Planned Development-350-Retail/Office-2 with Specific Use Permit #164 for an Outdoor Commercial Amusement Facility (PD-350-R/O-2 w/SUP #164) **to** Planned Development-Retail/Office-2 with Specific Use Permit #164 for an Outdoor Commercial Amusement Facility (PD-R/O-2 w/SUP #164) to accommodate the development of a hospital. Neighborhood #67.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as Planned Development-Retail/Office-2 subject to the following stipulations:

1. A hospital and helistop are additional allowed uses. A helistop is allowed only in conjunction with a hospital use.
2. Maximum building height shall be limited to 12 stories.

Honorable Mayor & City Council  
Results  
May 21, 2002  
Page 2 of 2

3. Maximum lot coverage, excluding parking structures, is fifty percent (50%).  
Maximum lot coverage, including parking structures, is seventy percent (70%).
4. For hospital use, required parking is one space per bed.
5. Building facades, except for parking structures, shall be constructed of brick, stone, or glass.
6. Implementation of the signal at Alliance Boulevard and Preston Road in association with a hospital development.

**FOR CITY COUNCIL MEETING OF:** June 10, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

CDD/lj

xc: Rinker Properties Company  
Kirk Williams, Baylor Health Care Systems  
Lanae Jobe, Sr. Administrative Assistant

4-2

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 20, 2002

**Agenda No. 6**

**Public Hearing:** Zoning Case 2002-11

**Applicant:** Rinker Properties Company

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**DESCRIPTION:**

A request to rezone 21.1± acres on the south side of Alliance Boulevard, 600± feet east of Preston Road **from** Planned Development-350-Retail/Office-2 with Specific Use Permit #164 for an Outdoor Commercial Amusement Facility (PD-350-R/O-2 w/SUP #164) **to** Planned Development-Retail/Office-2 with Specific Use Permit #164 for a Outdoor Commercial Amusement Facility (PD-R/O-2 w/SUP #164) to accommodate the development of a hospital. Neighborhood #67.

**REMARKS:**

The applicant is requesting to rezone 21.1± acres from PD-350-R/O-2 to PD-R/O-2 to develop a hospital and medical office development. The property currently has a Specific Use Permit (SUP) for a golf driving range. The applicant is requesting to create a new planned development while retaining the base zonings of Retail and Office-2 and maintaining SUP #164.

**Existing Stipulations of PD-350-R/O-2**

1. Building height shall be limited to four (4) stories within 300 feet of the zoning district boundary of any single-family or patio home district. The maximum building height on the remainder of the property shall be 12 stories, except as regulated by Article 3 of the Zoning Ordinance.
2. The Preston Road Overlay District requirements shall apply to the entire PD district.
3. Mutual access easements must be granted between all lots.
4. A total of five pad sites (structures 5,000 square feet in size or smaller) shall be allowed only at the following locations:
  - a. The southeast and southwest corners of Plano Parkway and Allied Drive.

4-3

- b. The southeast corner of Preston Road and Plano Parkway.
  - c. The northeast and southeast corners of Preston Road and Alliance Drive. The location of freestanding structures larger than 5,000 square feet is not regulated by this stipulation.
5. Building facades shall be constructed of brick, stone or glass and shall be architecturally compatible as required by the Retail Corner Guidelines.

**Proposed Stipulations for the Planned Development**

The applicant is proposing the following stipulations for a new Planned Development.

Additional Uses

The applicant proposed the following language regarding uses:

A hospital use, hospital-related uses, and a helistop use are each permitted by right in the PD district. Prior to the issuance of a building permit for any of these uses, a detailed development plan must be approved by the City for that portion of the site to be constructed. All other development within the PD district shall conform to the requirements of the Retail and Office-2 zoning districts, except as provided in this ordinance.

Hospital and helistop are uses allowed by Specific Use Permit (SUP) in the Office-2 zoning district. This stipulation would allow the uses by right in this PD, rather than requiring an SUP for these uses. However staff is recommending simplifying the language to state "Hospital and helistop are additional allowed uses", as the remainder of the applicant's stipulation is already required by ordinance.

Bulk requirements

The applicant proposed the following language regarding bulk requirements:

Maximum building height for buildings located within three hundred (300) feet of a single-family or patio home zoning district shall be limited to four (4) stories. For all buildings located more than three hundred (300) feet from a single-family or patio home zoning district, maximum building height shall be limited to twelve (12) stories.

This height limitation is a stipulation of the current zoning, PD-350-R/O-2. The applicant proposes to keep this stipulation; however, staff is not convinced that this requirement is necessary in the proposed PD as the boundary of the zoning request is 300 feet from the nearest residential zoning district, no buildings would be limited to four stories within the PD. Therefore, staff is suggesting a modification to this stipulation stating only "Maximum building height shall be limited to 12 stories".

A second bulk stipulation requested by the applicant is as follows:

Maximum lot coverage for the entire PD district, excluding parking structures is fifty percent (50%). Maximum lot coverage for the entire PD district, including parking structures is seventy percent (70%).

Staff agrees with this suggesting only to modify the requirement to read "Maximum lot coverage, excluding parking structures, is fifty percent (50%). Maximum lot coverage, including parking structures, is seventy percent (70%)." This standard is also used in the Regional Employment, Regional Commercial, and Corridor Commercial districts.

#### Parking requirements

The applicant proposed the following language regarding parking requirements:

For a hospital use, required parking is one space per bed. For all other uses required parking for each use shall comply with the parking regulations contained in the Plano City Code.

The Zoning Ordinance requires one space for every two beds in a hospital. There are many examples of the need for additional parking at medical office and hospital facilities in Plano; therefore, staff is supportive of increasing the required parking for the hospital. It is unnecessary to refer unspecified parking requirements to the ordinance, so staff suggests a modified stipulation stating "For hospital use, required parking is one space per bed."

#### Building Facades

The applicant proposed the following language regarding the building facades:

Building facades, except for parking structures, shall be constructed of brick, stone, or glass and shall be architecturally compatible as required by the Retail Corner Guidelines.

4-5

The current PD for the property requires all buildings to be constructed of brick, stone, or glass. The Planning & Zoning Commission has consistently interpreted the term "buildings" to include parking structures. The Commission concluded that the materials requirements in the RE and RC zoning districts applied specifically to parking structures. For this reason, the applicant is requesting to modify the requirement for the new PD to specifically exempt their parking structures from the materials requirement stated in PD-350-R/O-2.

### **Surrounding Land Use and Zoning**

This property is currently developed as a golf driving range. The properties to the north and west are part of PD-350-R/O-2. Those adjacent properties are developed as nursery, restaurant, hotel, office, and retail uses, although some of the property in PD-350-R/O-2 remains undeveloped. The property to the east contains a hotel, office/warehouse building, convenience store with gas pumps, and additional vacant property and is zoned PD-402-R/O-2. The property in question is separated from PD-402-R/O-2 by a large drainage channel approximately 40 feet wide. The adjacent property to the south and southwest, zoned Agricultural, contains railroad and public right-of-way.

### **Access**

Access to the property is limited by the railroad to the south and the drainage channel to the east. The property is served by Allied Drive and Alliance Boulevard, both 68-foot right-of-way streets. Since this property does not have direct access to a major public thoroughfare, staff has suggested that the applicant consider means available to increase the efficiency of circulation to and from the site. The applicant has agreed to further explore these options at the time of preliminary site plan review.

### **Density**

As properties redevelop, an increase in intensity is to be expected, especially in areas immediately adjacent to major thoroughfares, such as Preston Road and the George Bush Turnpike. While this property is not proposing to increase the density allowed by the existing zoning, staff would like to note that, as redevelopment occurs, the City should expect increasing densities along major thoroughfares.

The applicant does not intend to increase the allowed density on the property except to allow an increase in lot coverage for parking garages. In this respect, the requested zoning change is not creating an additional burden on the transportation system beyond what is allowed by the existing zoning.

4-6

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this area as Community Commercial, intended to accommodate retail, office, and restaurants. The request is not specifically in conformance with the Future Land Use Plan as the requested zoning is more intense than a typical Community Commercial development. Community Commercial centers generally serve a group of several neighborhoods, and low intensity office uses are often developed in conjunction with community commercial centers. The proposed intensity of development, however, is consistent with existing zoning and with allowable development along regional expressways and arterials within the city.

**Adequacy of Public Facilities** - Water and sewer are available.

**Traffic Impact Analysis (TIA)** - The applicant has provided a zoning TIA for this development. Please see the corresponding report from the Transportation Division.

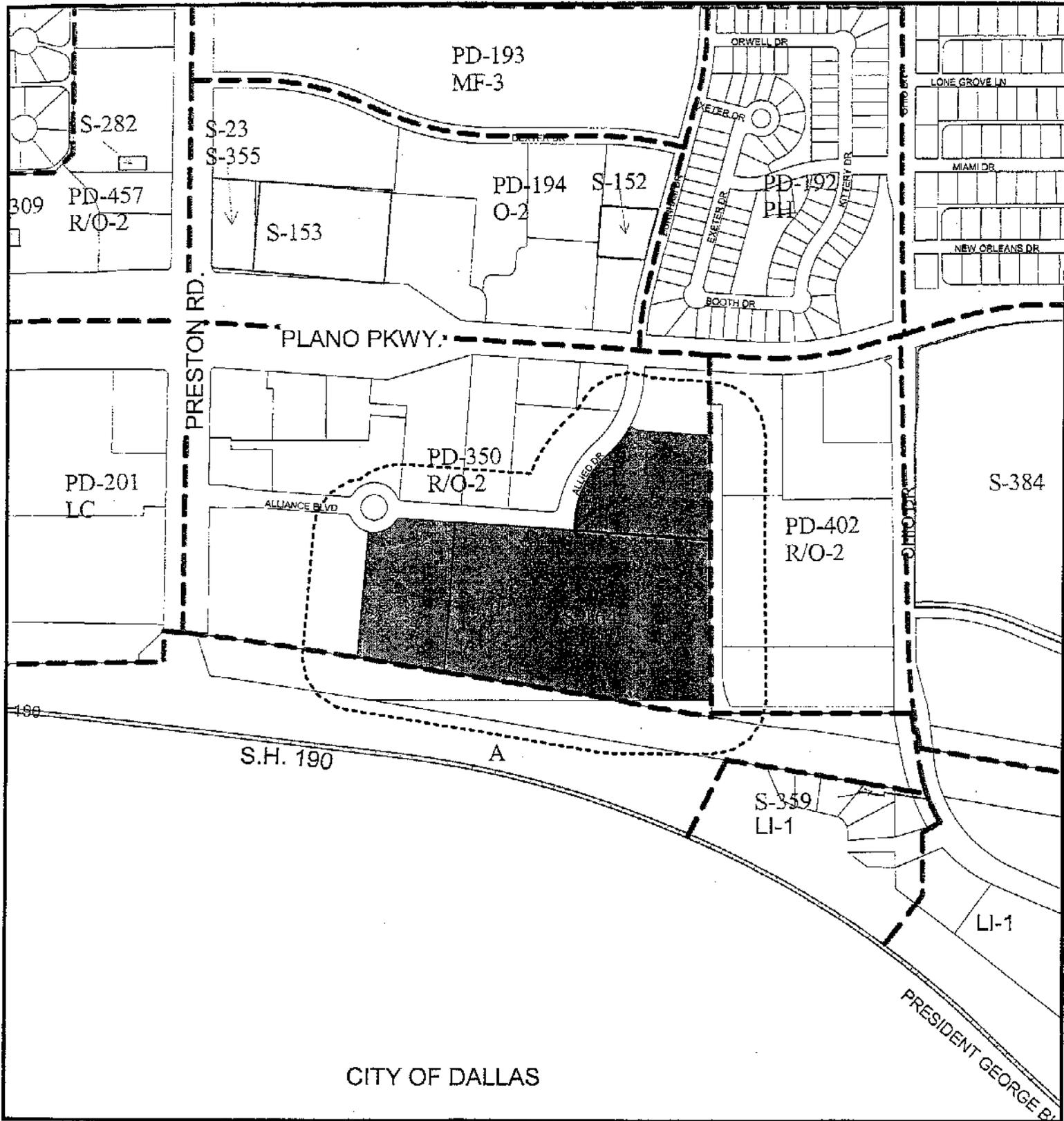
### **SUMMARY:**

The applicant is requesting to establish a new PD to allow hospital and helipad uses, increase the required parking for a hospital and modify the lot coverage for parking garages. The applicant intends to maintain several of the stipulations in the existing PD including the material requirements for buildings (other than parking garages) and limiting height to 12 stories. At the time of preliminary site plan approval, a site plan TIA should be submitted and the issues of additional signalization and a connection to Ohio Drive should be resolved at that time. Therefore, staff supports this rezoning request.

### **RECOMMENDATIONS:**

Recommended for approval as Planned Development-Retail/Office-2 subject to the following stipulations:

1. A hospital and helistop are additional allowed uses.
2. Maximum building height shall be limited to 12 stories.
3. Maximum lot coverage, excluding parking structures, is fifty percent (50%).  
Maximum lot coverage, including parking structures, is seventy percent (70%).
4. For hospital use, required parking is one space per bed.
5. Building facades, except for parking structures, shall be constructed of brick, stone, or glass.



CITY OF DALLAS

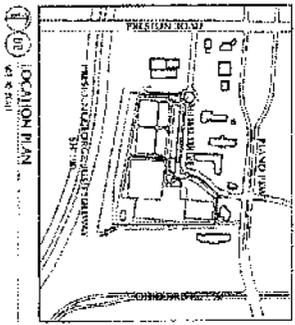
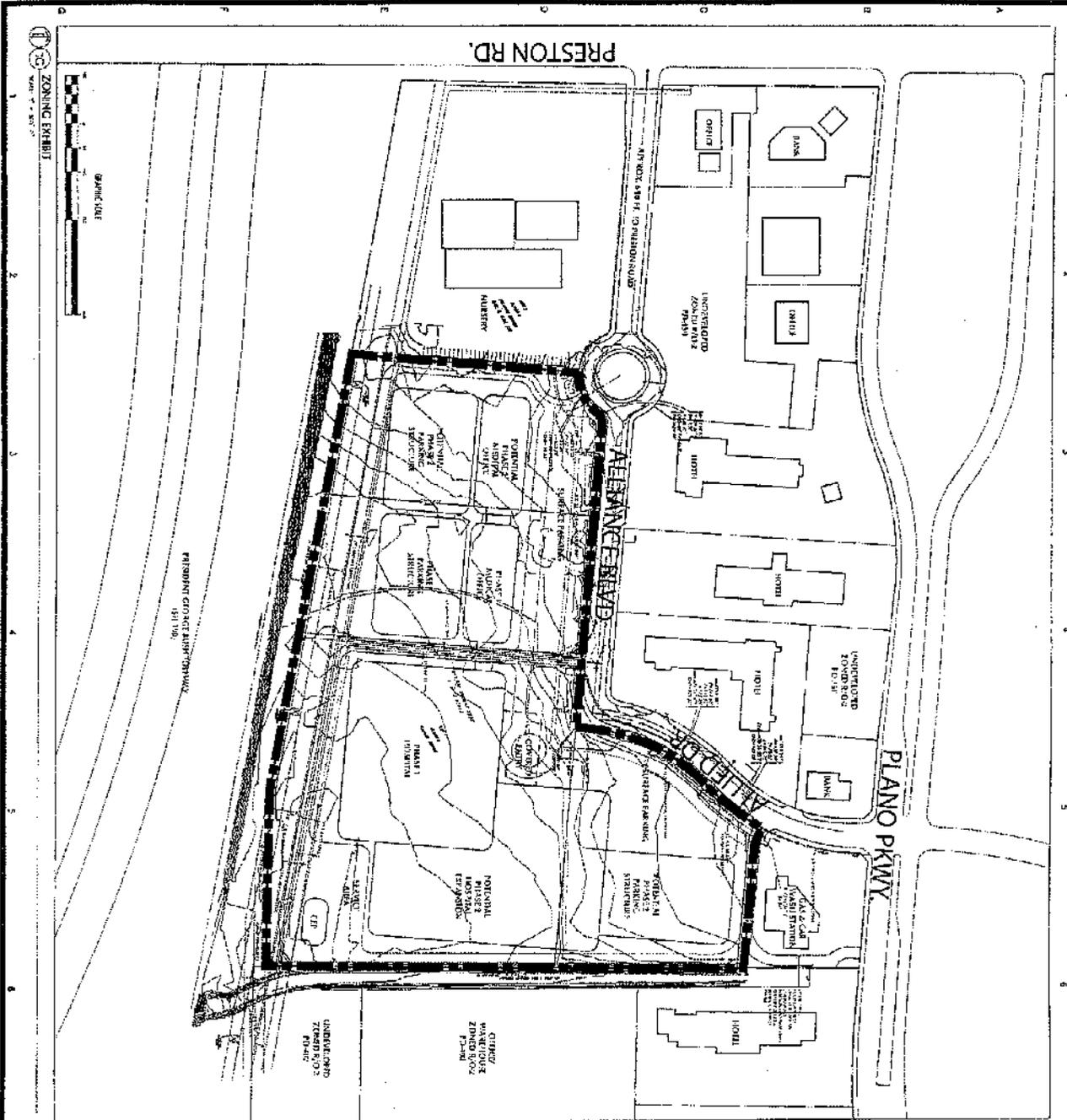
**ZONING CASE  
# 2002-11**

**EXISTING ZONING:**

PD-350-R/O-2 w/S-164



○ 200' Notification Buffer



Property	Address	Area	Notes
1	10000 Preston Rd	100,000 sq ft	Existing building
2	10000 Preston Rd	100,000 sq ft	Existing building
3	10000 Preston Rd	100,000 sq ft	Existing building
4	10000 Preston Rd	100,000 sq ft	Existing building
5	10000 Preston Rd	100,000 sq ft	Existing building
6	10000 Preston Rd	100,000 sq ft	Existing building
7	10000 Preston Rd	100,000 sq ft	Existing building
8	10000 Preston Rd	100,000 sq ft	Existing building
9	10000 Preston Rd	100,000 sq ft	Existing building
10	10000 Preston Rd	100,000 sq ft	Existing building
11	10000 Preston Rd	100,000 sq ft	Existing building
12	10000 Preston Rd	100,000 sq ft	Existing building
13	10000 Preston Rd	100,000 sq ft	Existing building
14	10000 Preston Rd	100,000 sq ft	Existing building
15	10000 Preston Rd	100,000 sq ft	Existing building
16	10000 Preston Rd	100,000 sq ft	Existing building
17	10000 Preston Rd	100,000 sq ft	Existing building
18	10000 Preston Rd	100,000 sq ft	Existing building
19	10000 Preston Rd	100,000 sq ft	Existing building
20	10000 Preston Rd	100,000 sq ft	Existing building
21	10000 Preston Rd	100,000 sq ft	Existing building
22	10000 Preston Rd	100,000 sq ft	Existing building
23	10000 Preston Rd	100,000 sq ft	Existing building
24	10000 Preston Rd	100,000 sq ft	Existing building
25	10000 Preston Rd	100,000 sq ft	Existing building
26	10000 Preston Rd	100,000 sq ft	Existing building
27	10000 Preston Rd	100,000 sq ft	Existing building
28	10000 Preston Rd	100,000 sq ft	Existing building
29	10000 Preston Rd	100,000 sq ft	Existing building
30	10000 Preston Rd	100,000 sq ft	Existing building
31	10000 Preston Rd	100,000 sq ft	Existing building
32	10000 Preston Rd	100,000 sq ft	Existing building
33	10000 Preston Rd	100,000 sq ft	Existing building
34	10000 Preston Rd	100,000 sq ft	Existing building
35	10000 Preston Rd	100,000 sq ft	Existing building
36	10000 Preston Rd	100,000 sq ft	Existing building
37	10000 Preston Rd	100,000 sq ft	Existing building
38	10000 Preston Rd	100,000 sq ft	Existing building
39	10000 Preston Rd	100,000 sq ft	Existing building
40	10000 Preston Rd	100,000 sq ft	Existing building
41	10000 Preston Rd	100,000 sq ft	Existing building
42	10000 Preston Rd	100,000 sq ft	Existing building
43	10000 Preston Rd	100,000 sq ft	Existing building
44	10000 Preston Rd	100,000 sq ft	Existing building
45	10000 Preston Rd	100,000 sq ft	Existing building
46	10000 Preston Rd	100,000 sq ft	Existing building
47	10000 Preston Rd	100,000 sq ft	Existing building
48	10000 Preston Rd	100,000 sq ft	Existing building
49	10000 Preston Rd	100,000 sq ft	Existing building
50	10000 Preston Rd	100,000 sq ft	Existing building

**A1.01**



**BAYLOR MEDICAL CENTER**  
 • PLANO, TEXAS

ZONING EXHIBIT  
 HOSPITAL AND MEDICAL OFFICE BUILDING

4-9

May 15, 2002

**MEMO**

**TO:** Tom Elgin, Development Review Manager

**FROM:** Jeff Green, P.E., Senior Traffic Engineer *gjs*

**SUBJECT:** 55/TIA for Zoning Case 2002-11  
(SEC of Preston Road/Plano Pkwy)

The subject tract is located east of Preston Road along the south side of Alliance Boulevard and along the east side of Allied Drive. A Baylor Hospital Facility is the proposed land use, along with supporting medical office space. The City's TranPlan Travel Forecasting Model was used to evaluate the effect of the proposed use on the area roadway system. The Tranplan Model had already assumed fairly intense office development to occur on the property, so the difference in trip generation between the proposed use and the originally assumed use (in the model) was minimal.

The proposed use is projected to generate approximately 3,150 additional daily trip ends, including an additional 365 PM Peak Hour trips. This difference was evaluated in terms of its impact on level of service at several surrounding intersections. Even without the proposed use on this site, most of the intersections in the study area show to operate at either level of service "E" or level of service "F" at buildout. These intersections also indicate projected levels of service "E" or "F" with the proposed development, but the impact of the additional trips is almost insignificant on intersection delays.

Because of the projected levels of congestion on both Preston Road and Plano Parkway, the traffic generated by the subject tract will not be able to turn onto southbound Preston Road from Alliance Boulevard without a traffic signal at that intersection. The same is true of the Plano Parkway/Allied Drive intersection, although staff believes that the Tranplan model overstates projected volumes on Plano Parkway. The traffic study also recommends that a connection from the site to Ohio Drive be put in place to give traffic exiting the site to go south another way to do so.

Based on the review of this study, staff believes the proposed development can be accommodated by the area roadway system, and the development will not create any unacceptable impacts on intersection or roadway operations. At the time of preliminary site plan submittal, a Site Plan Traffic Impact Analysis should be submitted to look at existing conditions, and the issue of additional traffic signalization as well as a connection to Ohio Drive should be resolved at that time.

xc: Lloyd E. Neal, P.E., Transportation Division Manager  
Christina Day, Senior Planner

*4-10*

## VI. Conclusions and Recommendations

The results of the analyses presented in this study indicate that several of the study intersections are projected to operate at LOS E or F during the afternoon peak hour. This condition is based on build-out of the City of Plano (Year 2020 or earlier). Even though the build-out volumes represent full development of the area, the projected traffic volumes are unrealistically high. City staff feels that the ultimate build-out volumes will be lower than projected by the computer model.

The projected additional traffic resulting from development of Baylor Medical Center (hospital and medical office buildings) contributes less than five percent of the total build-out traffic at the study intersections.

The previously referenced report prepared by Kimley-Horn and Associates, Inc. recommended high capacity intersections along Preston Road in order to accommodate projected traffic volumes. These intersections include dual left-turn lanes and separate right-turn lanes. These improvements have already been made at the intersection of Preston Road and Park Boulevard.

In addition to the recommended *Preston Road Corridor Study* intersection improvements, dual left-turn lanes and separate right-turn lanes are recommended on Plano Parkway at Ohio Drive.

### ***Recommended Roadway Extension***

In order to minimize the Baylor Medical Center's traffic impact on the Plano Parkway at Ohio Drive intersection, an extension of Alliance Drive is recommended. It is recommended that Alliance Drive be extended east to intersect with Ohio Drive. This roadway extension will require a slight southward curve in the alignment of Alliance Drive to avoid a recently constructed office/showroom building. The primary advantage of the Alliance Drive extension to Ohio Drive is to accommodate trips that originate from the areas south of Plano Parkway and have destinations within the area bounded by Preston Road, Ohio Drive and Plano Parkway. With the connection to Ohio Drive via the extension of Alliance Drive, Baylor Medical Center and other area traffic can avoid high volume traffic on Preston Road and Plano Parkway.

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-11)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, SO AS TO REZONE 21.1± ACRES OUT OF THE DENTON DARBY SURVEY, ABSTRACT NO. 260, LOCATED ON THE SOUTH SIDE OF ALLIANCE BOULEVARD, 600± FEET EAST OF PRESTON ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-350-RETAIL/OFFICE-2 WITH SPECIFIC USE PERMIT NO. 164 TO PLANNED DEVELOPMENT-138-RETAIL/OFFICE-2 WITH SPECIFIC USE PERMIT NO. 164; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of June, 2002, for the purpose of considering rezoning 21.1± acres out of the Denton Darby Survey, Abstract No. 260, located on the south side of Alliance Boulevard, 600± feet east of Preston Road in the City of Plano, Collin County, Texas, from Planned Development-350-Retail/Office-2 with Specific Use Permit No. 164 to Planned Development-138-Retail/Office-2 with Specific Use Permit No. 164; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of June, 2002; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to rezone 21.1± acres out of the Denton Darby Survey, Abstract No. 260, located on the south side of Alliance Boulevard, 600± feet east of Preston Road in the City of Plano, Collin County, Texas, from Planned Development-350-Retail/Office-2 with Specific Use Permit No. 164 to Planned Development-138-Retail-Office-2 with Specific Use Permit No. 164, said property being described in the legal description on Exhibit "A" attached hereto.

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

1. A hospital and helistop are additional allowed uses. A helistop is allowed only in conjunction with a hospital use.
2. Maximum building height shall be limited to 12 stories.
3. Maximum lot coverage, excluding parking structures, is fifty percent (50%).  
Maximum lot coverage, including parking structures, is seventy percent (70%).
4. For hospital use, required parking is one space per bed.
5. Building facades, except for parking structures, shall be constructed of brick, stone, or glass.
6. Implementation of the signal at Alliance Boulevard and Preston Road in association with a hospital development.

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

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

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

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

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

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2002.

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Pat Evans, MAYOR

ATTEST:

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Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

4-14

EXHIBIT "A"  
LEGAL DESCRIPTION

Being a tract or parcel of land situated in the Denton Darby Survey, Abstract No. 260, in the City of Plano, Collin County, Texas, and being all of Lot 1, Block A, Alliance Center Preston Golf Center, an addition to the City of Plano as recorded in Cabinet G, Slide 727, Plat Records of Collin County, Texas all of a tract of land conveyed to Rinker Properties Company by deed recorded in County Clerks No. 92-0078955, and part of Tract B and all of Tract A conveyed to Rinker Properties Company by deed recorded in County Clerks No. 92-0043511, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the south line of Alliance Boulevard (65 feet right-of-way) and the east line of Allied Drive (65 feet right-of-way), said point being in the north line of said Lot 1, from which a found 1/2" iron rod bears South 89° 07' 02" West, a distance of 0.19 feet, a found 1/2" iron rod bears South 72° 59' 58" West, a distance of 0.13 feet and a found capped iron rod bears South 06° 11' 16" East, a distance of 0.46 feet;

THENCE, North 04° 46' 31" East, along the east line of said Allied Drive for a distance of 32.50 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG" set for corner at the beginning of a curve to the right from which a found 1/2" iron rod bears North 87° 22' 24" West, a distance of 0.25 feet;

THENCE, in a northeasterly direction along the east line of said Allied Drive and said curve to the right whose chord bears North 26° 26' 18" East, a distance of 271.32, having a radius of 367.50 feet, a central angle of 43° 19' 33", and an arc length of 277.90 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG" set for corner at end of said curve to the right and the beginning of a curve to the left;

THENCE, in a northeasterly direction along the east line of said Allied Drive and said curve to the left whose chord bears North 38° 26' 50" East, a distance of 145.06 feet, having a radius of 432.50 feet, a central angle of 19° 18' 28", and an arc length of 145.75 feet to a chiseled "X" set for corner, from which a found chiseled "X" bears South 27° 07' 59" West, a distance of 0.50 feet;

THENCE, South 63° 11' 39" East, for a distance of 34.04 feet to a chiseled "X" set for corner, from which a found chiseled "X" bears South 46° 19' 42" West, a distance of 0.60 feet;

THENCE, South 85° 13' 30" East, for a distance of 266.39 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG" set for corner in the west line of a drainage channel as recorded in Cabinet C, Slide 138, Plat Records of Collin County, Texas, from which a found 1" iron rod bears North 88° 24' 23" West, a distance of 0.522 feet;

THENCE, South  $00^{\circ} 28' 38''$  West, along said west line, passing at a distance of 0.29 feet a found  $1/2''$  iron rod, continuing along said west line for a total distance of 995.08 feet to a  $1/2''$  iron rod with yellow plastic cap stamped "RLG" set for corner in the north line of a 25-foot strip of land quit-claimed to Gambit Properties by deed recorded in Volume 1183, Page 53, Deed Records of Collin County, Texas, said iron rod being the southwest corner of said Lot 1, from which a found  $1/2''$  iron rod bears North  $83^{\circ} 43' 16''$  West, a distance of 0.39 feet;

THENCE, North  $89^{\circ} 06' 44''$  West, along the said north line for a distance of 365.16 feet to a  $1/2''$  iron rod with yellow plastic cap stamped "RLG" set for corner in the northeasterly line of the Gulf, Colorado & Santa Fe Railroad (150 feet right-of-way), from which a found  $3/4''$  iron rod bears North  $54^{\circ} 28' 01''$  West, a distance of 0.36 feet;

THENCE, North  $79^{\circ} 44' 48''$  West, along said northeasterly line for a distance of 938.09 feet to a concrete monument found for corner, said monument being the southeasterly corner of Lot 1, Block 1, Alliance Centre, an addition to the City of Plano as recorded in Cabinet E, Slide 275, Plat Records of Collin County, Texas;

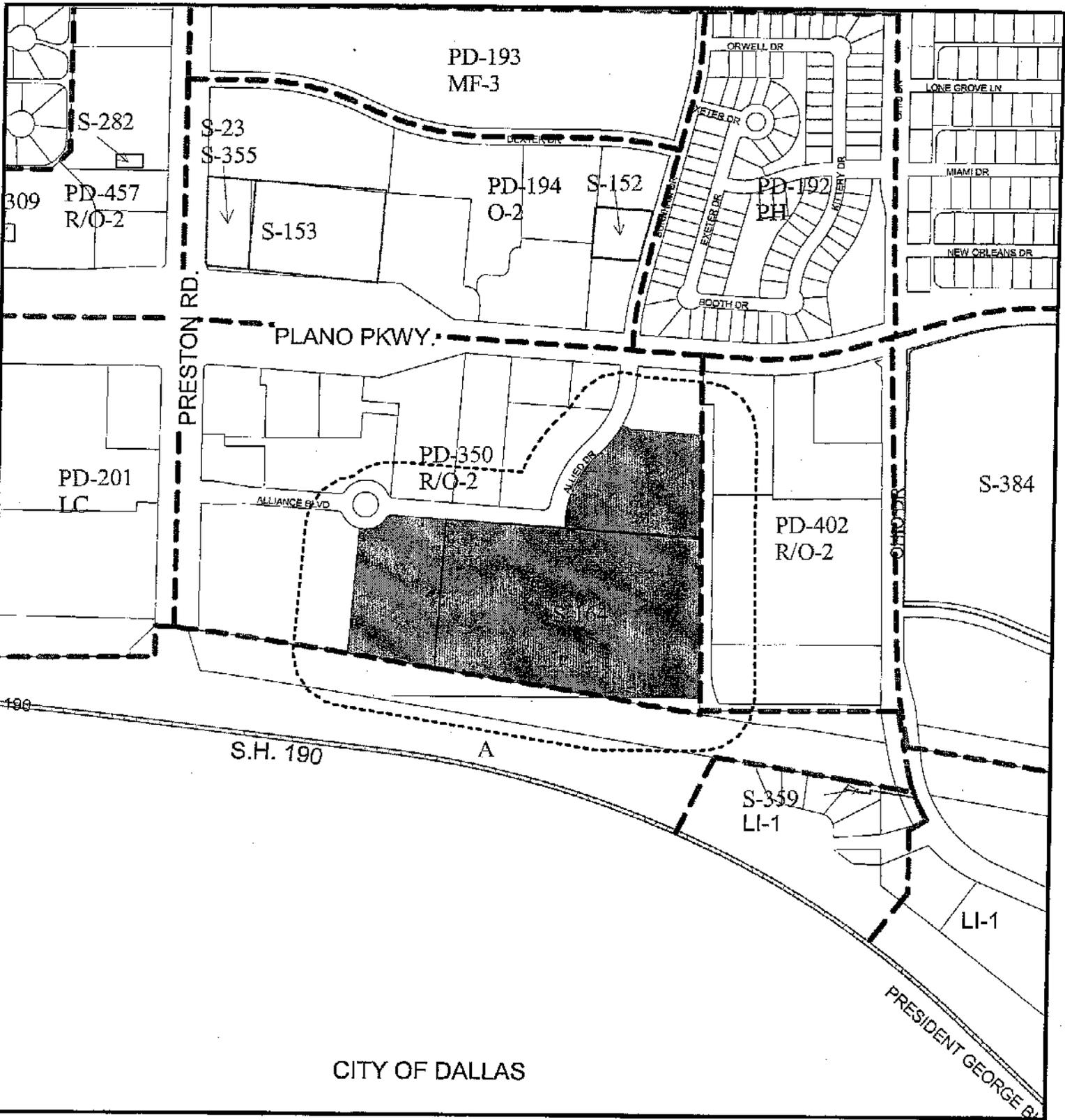
THENCE, North  $04^{\circ} 46' 31''$  East, along the east line of said Lot 1, Block 1, for a distance of 474.87 feet to a  $1/2''$  iron rod with yellow plastic cap stamped "RLG" set for corner in the south line of said Alliance Boulevard, in a non-tangent curve to the left, said iron rod being a common corner with said Lot 1, Block 1, from which a found capped iron rod bears South  $18^{\circ} 34' 06''$  West, a distance of 0.28 feet;

THENCE, in a northeasterly direction along the south line of said Alliance Boulevard and said non-tangent curve to the left whose chord bears North  $63^{\circ} 41' 01''$  East, a distance of 95.53 feet, having a radius of 92.50 feet, a central angle of  $62^{\circ} 10' 50''$ , and an arc length of 100.39 feet to a  $1/2''$  iron rod with yellow plastic cap stamped "RLG" set for corner at the end of said curve to the left and the beginning of a curve to the right;

THENCE, in a northeasterly direction along the south line of said Alliance Boulevard and said curve to the right whose chord bears North  $63^{\circ} 41' 04''$  East, a distance of 20.66 feet, having a radius of 20.00 feet, a central angle of  $62^{\circ} 10' 55''$ , and an arc length of 21.71 to a  $1/2''$  iron rod with yellow plastic cap stamped "RLG" set for corner at the end of said curve to the right;

THENCE, South  $85^{\circ} 13' 29''$  East, along the south line of said Alliance Boulevard for a distance of 645.53 feet to the POINT OF BEGINNING, containing 917,688 square feet or 21.0672 acres, more or less.

4-16

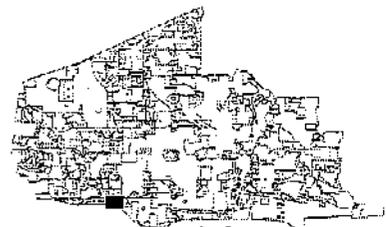


CITY OF DALLAS

**ZONING CASE  
# 2002-11**

**EXISTING ZONING:**

PD-350-R/O-2 w/S-164



4-17



○ 200' Notification Buffer

May 21, 2002

**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 20, 2002

At its meeting of May 20, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-16

**Applicant:** MCA-Plano Investments II

**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for a Private Recreation Facility on one lot on 0.4± acre, south of Waskom Drive, 230± feet west of Leafy Glade Road. Zoned Single-Family-6. Neighborhood #1.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** June 10, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

CHL/lj

xc: Bill Rogers, MCA Plano Investments II  
Terry W. Mitchell P. E., Carter & Burgess Inc.  
Lanae Jobe, Sr. Administrative Assistant

5-1

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 20, 2002

**Agenda No. 7A**

**Public Hearing:** Zoning Case 2002-16

**Applicant:** MCA-Plano Investments II

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**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for a Private Recreation Facility on one lot on 0.4± acre, south of Waskom Drive, 230± feet west of Leafy Glade Road. Zoned Single-Family-6. Neighborhood #1.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for a Private Recreation Facility. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided adequate development standards are established. The applicant proposes no changes to the base Single-Family-6 zoning.

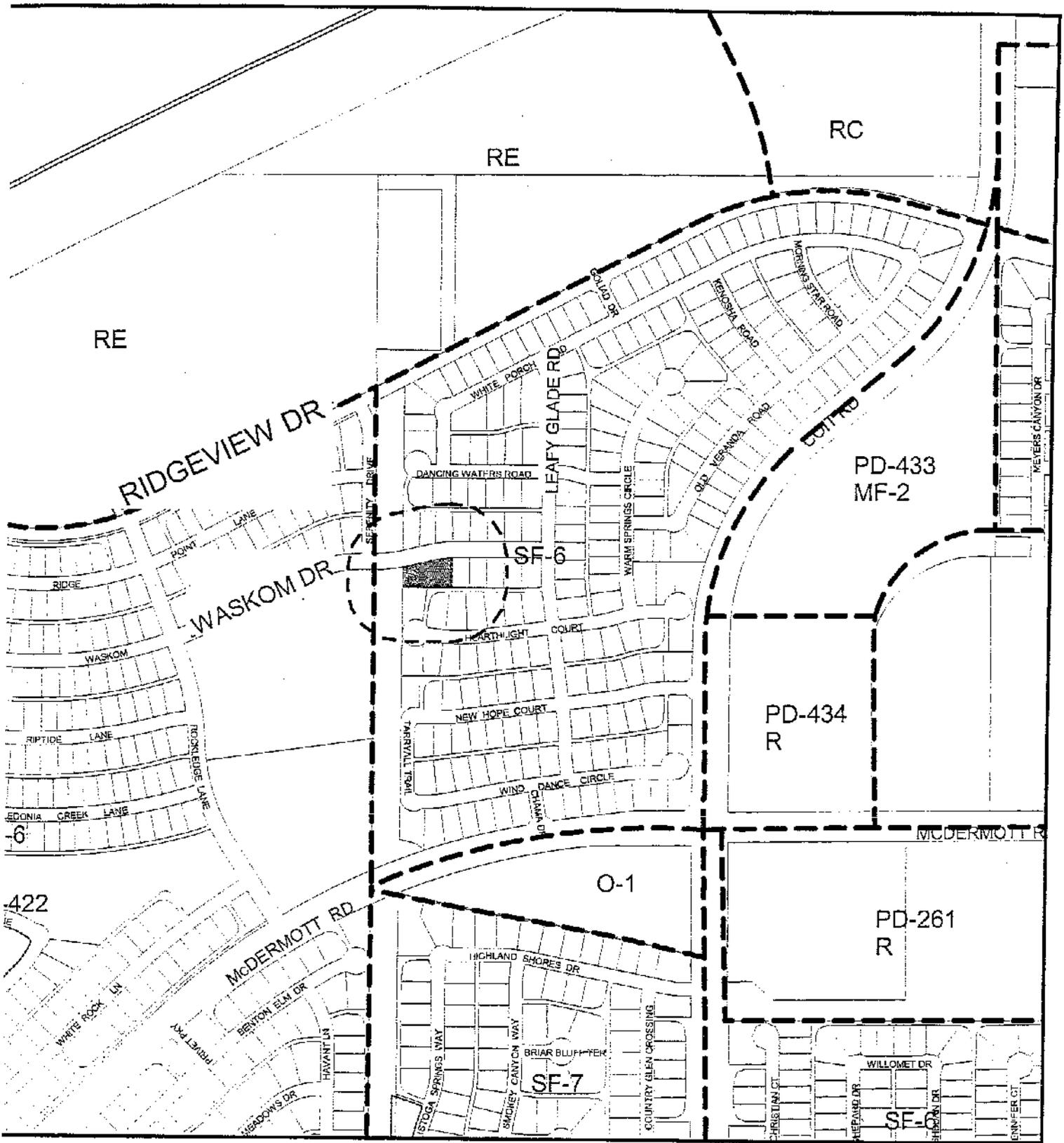
The zoning exhibit shows a 600± square foot restroom/changing building and a large swimming pool with a smaller pool for young children. Off-street parking for private recreation facilities is not required by the Zoning Ordinance; however, the applicant is providing six parking spaces accessed from Waskom Drive. A proposed six-foot wooden fence screens the adjacent properties to the south.

A homeowners association (HOA) has been formed for the overall Hickory Ridge subdivision. The association will own, operate, and maintain the private recreation facility. The Subdivision Ordinance requires submission and City Attorney approval of HOA documents, by-laws, and covenants for maintenance assessments that run with the land. The private recreation center will be an amenity to a mandatory homeowner association supported by 240 residential lots.

**RECOMMENDATIONS:**

Recommended for approval as submitted.

5-2



**ZONING CASE  
# 2002-16**

**EXISTING ZONING: SF-6  
SF-6**

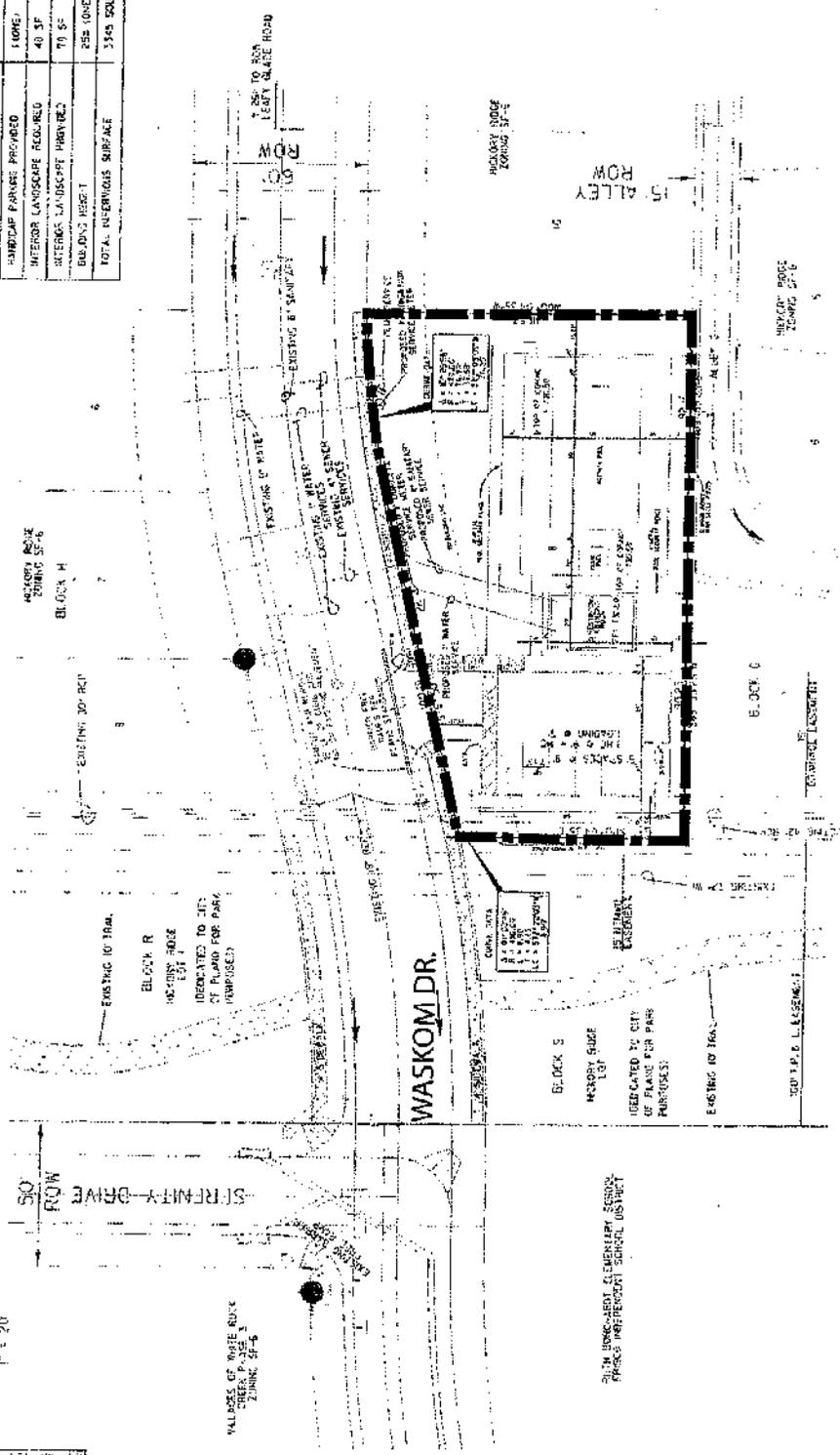
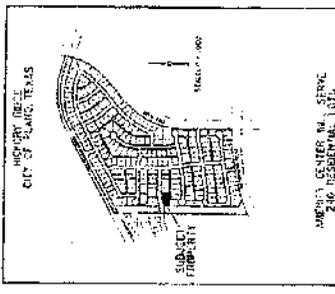
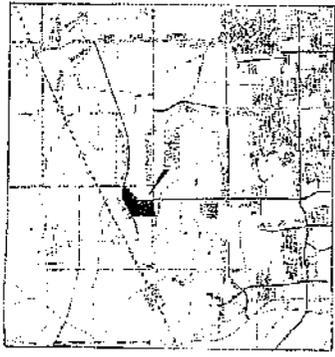


5-3

○ 200' Notification Buffer



EXISTING ZONING	57-G
LOT AREA	0.4944 AC (21,376 SF)
BUILDING AREA	600 SF
LOT COVERAGE	3% PERCENT
PARKING REQUIRED	N/A NOT APPLICABLE
MINIMUM PARKING REQUIRED	1 (NONE)
PARKING PROVIDED	5 (6 FEET)
MINIMUM PARKING PROVIDED	1 (NONE)
INTERIOR LANDSCAPE REQUIRED	40 SF
INTERIOR LANDSCAPE PROVIDED	70 SF
BUILDING HEIGHT	25' (ONE STORY)
TOTAL IRREGULAR SURFACE	3,740 SQUARE FEET



ID	TYPE	SIZE	DATE	STATUS	REMARKS
1	CONCRETE	1"	1/1/00	EXISTING	
2	BRASS	1"	1/1/00	EXISTING	

NOTE:  
ALL EXISTENT LINES USE R 3/8" SCALES  
EXCEPT OTHERWISE NOTED.

LEGEND

IC - IRREGULAR

PROPOSED OVER: HOUSING INVESTMENT CLUB  
SPECIAL USE PERMITS  
PLANNING DEPT.  
CONTACT: BURGESS

**Carter Burgess**  
Civil Engineers, Surveyors, Planners, Architects  
10000 Preston Road, Suite 200, Dallas, Texas 75240  
Phone: 972-361-8800 Fax: 972-361-8801

**ZONING EXHIBIT**

HICKORY RIDGE  
ZONING CASE 2002-15  
PRIVATE RECREATION CENTER, LOT 1, BLOCK 5  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
DATE: 11/15/02 FILE NO: 02-15  
DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-16)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 470 SO AS TO ALLOW THE ADDITIONAL USE OF A PRIVATE RECREATION FACILITY ON 0.4+ ACRE OF LAND OUT OF THE JOHN WHEELER SURVEY, ABSTRACT NO. 1029, LOCATED SOUTH OF WASKOM DRIVE, 230+ FEET WEST OF LEAFY GLADE ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED SINGLE-FAMILY-6; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of June, 2002, for the purpose of considering granting Specific Use Permit No. 470 for a Private Recreation Facility on 0.4+ acre of land out of the John Wheeler Survey, Abstract No. 1029, located south of Waskom Drive, 230+ feet west of Leafy Glade Road in the City of Plano, Collin County, Texas, presently zoned Single-Family-6; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of June, 2002; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 470 for a Private Recreation Facility on 0.4+ acre of land out of the John Wheeler Survey, Abstract No. 1029, located south of Waskom Drive, 230+ feet west of Leafy Glade Road in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

5-5

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 470, allowing the additional use of a Private Recreation Facility on 0.4± acre of land out of the John Wheeler Survey, Abstract No. 1029, located south of Waskom Drive, 230± feet west of Leafy Glade Road in the City of Plano, Collin County, Texas, presently zoned Single-Family-6, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

5-6

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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

5-7

EXHIBIT "A"  
LEGAL DESCRIPTION

Being a 0.404 acre tract of land situated in the John Wheeler Survey, Abstract No. 1029, City of Plano, Collin County, Texas and being a portion of a 65.595 acre tract of land described in deed to MCA-Plano Investment II, recorded in Volume 4761, Page 1183 of the Deed Records, Collin County, Texas, (D.R.C.C.T.). Said 0.404 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the southwest corner of said 65.595 acre tract of land;

THENCE, North 00° 04' 35" West, along the west line of said 65.595 acre tract of land, a distance of 775.57 feet to a point for corner in said west line;

THENCE, over and across said 65.595 acre tract the following courses and distances:

North 89° 55' 25" East, a distance of 100.00 feet to a 5/8" iron rod capped "Carter & Burgess" at the POINT OF BEGINNING;

North 00° 04' 35" West, a distance of 76.47 feet to a point for corner;

Along a curve to the left having a radius of 480.00 feet, a delta angle of 01° 03' 46", a long chord that bears North 77° 22' 03" East, a distance of 8.90 feet, an arc distance of 8.90 feet to a 5/8" iron rod capped "Carter & Burgess" set for corner;

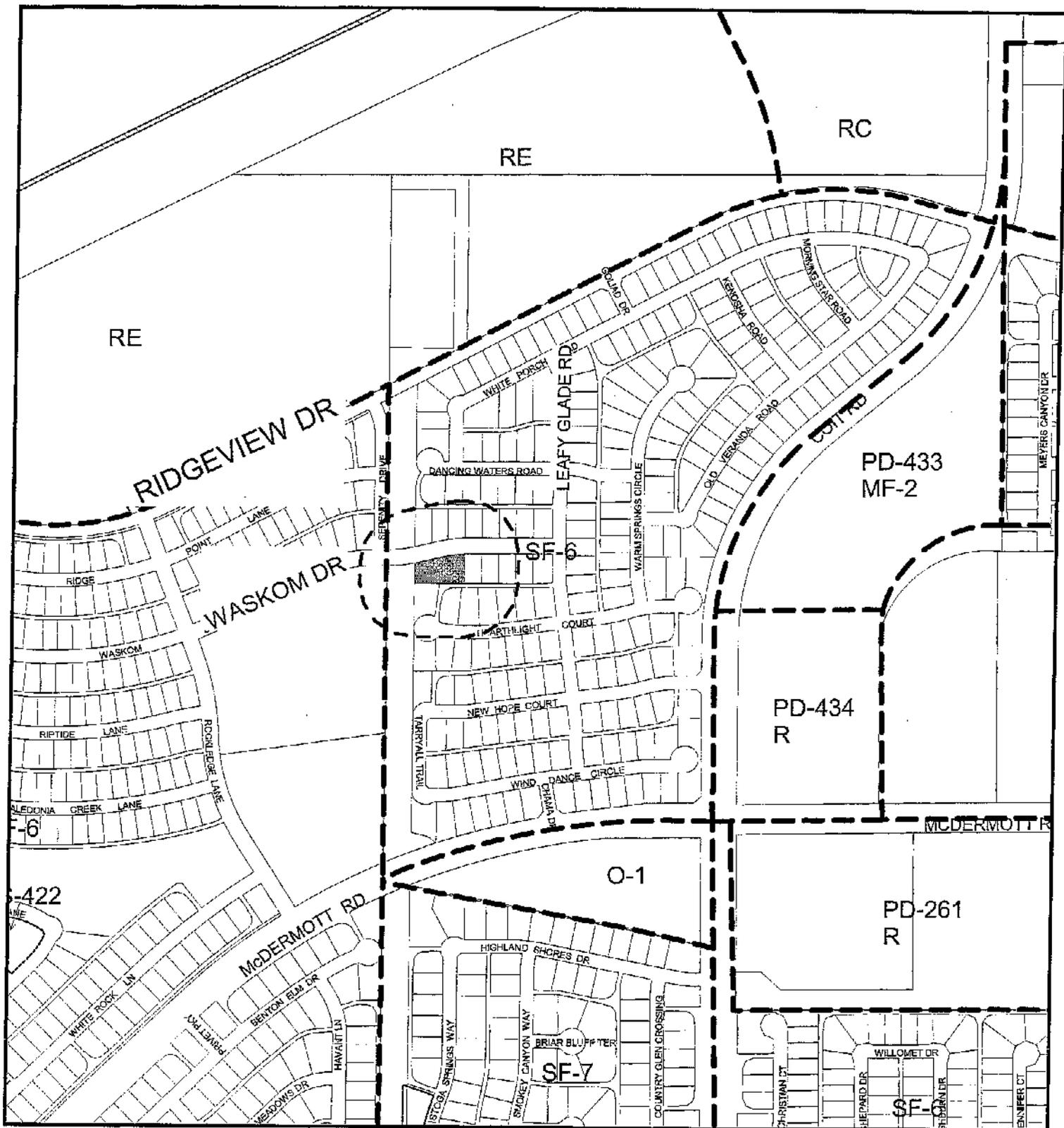
North 76° 50' 11" East, a distance of 100.19 feet to a 5/8" iron rod capped "Carter & Burgess" set for corner;

Along a curve to the right having a radius of 420.00 feet, a delta angle of 10° 29' 56", a long chord that bears North 82° 05' 09" East, a distance of 76.85 feet, an arc distance of 76.96 feet to a 5/8" iron rod capped "Carter & Burgess" set for corner;

South 00° 04' 35" East, a distance of 111.57 feet to a 5/8" iron rod capped "Carter & Burgess" set for corner;

South 89° 55' 25" West, a distance of 182.42 feet back to the POINT OF BEGINNING and containing 0.404 acres of land, more or less.

5-8



**ZONING CASE  
# 2002-16**

**EXISTING ZONING: SF-6  
SF-6**



5-9  
○ 200' Notification Buffer

May 21, 2002

**TO:** Honorable Mayor & City Council

**FROM:**  Lee Dunlap, 1st Vice Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 20, 2002

At its meeting of May 20, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-17

**Applicant:** City of Plano

**DESCRIPTION:**

A request to amend Article 6 (Procedures) of the Zoning Ordinance to address authorized signatures and deadlines for receipt of zoning comment and protest letters. Tabled 05/06/02.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Staff recommends the following amendments to Article 6 of the Zoning Ordinance:

**Article 6, Section 6-113**

(Minor changes have been made to this section to more closely follow the language used in state law.)

If the Planning & Zoning Commission has wholly or partially denied a proposed amendment, supplement or change; or if sufficient protest as defined below is submitted against such change, the proposed change must receive the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the owners of at least 20 percent of either the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, or the area of the lots or land covered by the proposed change. The area of streets and alleys shall be included in this calculation, and unincorporated areas are excluded from this calculation.

6-1

Honorable Mayor & City Council  
Results  
May 21, 2002  
Page 2 of 2

### **Section 6-114 Written Protest Procedures**

A protest of a proposed zoning change must be in writing, and must be signed by the owner of the property in question or by a person authorized by power of attorney to act on behalf of the owner. For specific ownership types, the following shall apply:

**Corporations** - The protest must be signed by the president, vice president, or by an attorney-in-fact authorized to sign on behalf of the corporation.

**General or Limited Partnerships** - The protest must be signed by a general partner or by an attorney-in-fact authorized to sign on behalf of the general or limited partnership.

**Community Property** - The city shall presume the written protest of one spouse to be the protest of both.

**Condominiums** - Lots or land subject to a condominium declaration are presumed to be commonly owned in undivided interests by the owners of all condominium units and under the control of the governing body of the condominium. For such lots or land to be included in calculating the lots or land area protesting a proposed rezoning, the written protest must state that the governing body of the condominium has authorized a written protest in accordance with its bylaws, and that the person signing the protest is authorized to act on behalf of the governing body of the condominium.

In all cases where a protest has been properly signed pursuant to this section, the city shall presume that the persons whose signatures appear on the protest are valid.

A withdrawal of a protest must be in writing. In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.

**FOR CITY COUNCIL MEETING OF:** June 10, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

TE/lj

xc: Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 20, 2002

**Agenda No. 8**

**Public Hearing: Zoning Case 2002-17**

**Applicant: City of Plano**

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**DESCRIPTION:**

A request to amend Article 6 (Procedures) of the Zoning Ordinance to address authorized signatures and deadlines for receipt of zoning comment and protest letters. Tabled 05/06/02.

**REMARKS:**

This item must be removed from the table. It was tabled to allow staff time to research an issue concerning the appropriate entity to protest a zoning case on behalf of condominium owners.

The proposed amendment would require that the governing board or association for a condominium project submit the official zoning protest letter. Condominium owners technically own only the interior of a unit, and have an undivided interest in yards, parking lots, common areas, pools and other amenities. Condominium projects are platted as one lot, in the same manner as an apartment complex. There is no physical delineation of a "lot" for each unit in the condominium. Thus, when trying to determine whether or not the 20% rule applies to a zoning request, it is impossible to assign land area to individual condominium unit owners, although they may have sent in letters in support or opposition to a zoning case. This determination is further complicated by the presence of stacked or multi-story units within the development.

Notices that are sent to property owners within 200 feet of property being rezoned are based on the most recent approved tax roll. The Collin County Appraisal District does list individual owners in the condominium, and assesses both an improvement value and a land value to each unit. The district does this for ease of assessment and collection of taxes; there is no physical delineation of land for each unit. When the city sends out letters to property owners, one is sent to each owner in the condominium development regardless of whether or not their particular unit is within 200 feet. The statute governing the 20% rule requires that the protest letter be signed by "the owner of the lot or land". Therefore, it is logical to require that a valid protest letter come from the governing body of the condominium.

6-3

Several months ago, City Council expressed interest in establishing requirements for entities that may be authorized to sign zoning protest letters on behalf of property owners. Council also wished to explore setting a deadline for receipt of zoning protest letters. Staff has been working with the City Attorney's office on these concerns.

State law requires approval of a zoning request by a three-quarter majority of the City Council if written protest is received from the owners of 20% of either the land area under consideration for zoning or the land area within the 200 foot notice boundary. The statute does not address the timing of the receipt of these letters by the city, nor does it prescribe a method for determining who is an authorized representative for corporations, partnerships, churches or similar associations.

#### Authorized Representatives of the Property Owner

State law requires that notices of zoning requests be sent to an "owner, as indicated by the most recently approved municipal tax roll." The statute does not address who qualifies as an authorized representative of a corporation, church, or other similar entity. Staff proposes the following requirements for authorized signatures:

Corporations - The protest must be signed by the president, vice president, or by an attorney-in-fact authorized to sign on behalf of the corporation.

General or Limited Partnerships - The protest must be signed by a general partner or by an attorney-in-fact authorized to sign on behalf of the general or limited partnership.

Community Property - The city shall presume the written protest of one spouse to be the protest of both.

Condominiums - Lots or land subject to a condominium declaration are presumed to be commonly owned in undivided interests by the owners of all condominium units and under the control of the governing body of the condominium. For such lots or land to be included in calculating the lots or land area protesting a proposed rezoning, the written protest must state that the governing body of the condominium has authorized a written protest in accordance with its bylaws, and that the person signing the protest is authorized to act on behalf of the governing body of the condominium.

These requirements cover most of the ownership entities that staff frequently encounters; however, it is not possible to fully address all possible combinations. The city will presume that the signature on a letter is valid. A person challenging the validity of a signature must present evidence to support the challenge.

#### Deadline for Receipt of Letters

The "20% rule" is rarely invoked, and in most cases it is evident early in the zoning process if the threshold will be met. However, there have been times when staff is struggling on Monday afternoon to determine whether or not a three-quarter vote will be necessary to approve a case that evening. We have traditionally accepted letters either for or against a case up until the close of the public hearing at the City Council meeting. Since we also schedule the ordinance for adoption on the same evening, there is a heightened need to determine whether or not the 20% rule will apply to the Council's vote on the ordinance.

In surveying other area cities, Dallas appears to be the only city that has formalized in an ordinance a deadline for receipt of protest letters. Most cities said they had informal deadlines, but would accept letters at the Council meeting itself. There are several issues that should be considered:

- Homeowner groups often rally the troops over the weekend before a case is to be heard, and appear at the public hearing before Council with letters and petitions in hand. This could potentially place a burden on staff to determine whether or not the 20% rule has been invoked. However, if a deadline is codified in the Zoning Ordinance, then City Council could not accept these last-minute letters.
- The public hearing before City Council is the last opportunity for public input on a case, either written or oral. An undecided property owner may wish to hear comments made at the public hearing before submitting a letter in support or opposition. A property owner who has previously submitted a letter of protest may also wish to withdraw the protest at the last minute, possibly affecting the application of the 20% rule.
- The owners of the property to be rezoned also may decide to submit a letter in opposition if they do not agree with the Planning & Zoning Commission's recommended zoning or if they feel that a decision is going to go against them. While rare, in the past property owners have submitted last minute letters in this manner to invoke the 20% rule.

6-5

For these reasons, staff does not recommend that a deadline for receipt of zoning protest letters be placed in the Zoning Ordinance. A deadline may appear to limit public input and participation in the zoning process.

**RECOMMENDATIONS:**

Staff recommends the following amendments to Article 6 of the Zoning Ordinance:

**Article 6, Section 6-113**

(Minor changes have been made to this section to more closely follow the language used in state law.)

If the Planning & Zoning Commission has wholly or partially denied a proposed amendment, supplement or change; or if sufficient protest as defined below is submitted against such change, the proposed change must receive the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the owners of at least 20 percent of either the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, or the area of the lots or land covered by the proposed change. The area of streets and alleys shall be included in this calculation, and unincorporated areas are excluded from this calculation.

**Section 6-114 Written Protest Procedures**

A protest of a proposed zoning change must be in writing, and must be signed by the owner of the property in question or by a person authorized by power of attorney to act on behalf of the owner. For specific ownership types, the following shall apply:

Corporations - The protest must be signed by the president, vice president, or by an attorney-in-fact authorized to sign on behalf of the corporation.

General or Limited Partnerships - The protest must be signed by a general partner or by an attorney-in-fact authorized to sign on behalf of the general or limited partnership.

Community Property - The city shall presume the written protest of one spouse to be the protest of both.

6-6

Condominiums - Lots or land subject to a condominium declaration are presumed to be commonly owned in undivided interests by the owners of all condominium units and under the control of the governing body of the condominium. For such lots or land to be included in calculating the lots or land area protesting a proposed rezoning, the written protest must state that the governing body of the condominium has authorized a written protest in accordance with its bylaws, and that the person signing the protest is authorized to act on behalf of the governing body of the condominium.

In all cases where a protest has been properly signed pursuant to this section, the city shall presume that the persons whose signatures appear on the protest are valid.

A withdrawal of a protest must be in writing. In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.

6-7

ORDINANCE NO. \_\_\_\_\_  
(Zoning Case 2002-17)

AN ORDINANCE OF THE CITY OF PLANO AMENDING SUBSECTIONS 6-113 AND 6-114 OF SECTION 6-100 (PROCEDURAL STEPS OF ZONING APPLICATIONS AND AMENDMENTS) OF ARTICLE 6 OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, TO ADDRESS AUTHORIZED SIGNATURES AND DEADLINES FOR RECEIPT OF ZONING COMMENT AND PROTEST LETTERS; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of June, 2002, for the purpose of considering a change in the Zoning Ordinance; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of June, 2002; and

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

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

**Section I.** Subsection 6-113 of Section 6-100 (Procedural Steps of Zoning Applications and Amendments) of Article 6 of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended, such subsection to read in its entirety as follows:

6-8

"6-113 If the Planning & Zoning Commission has wholly or partially denied a proposed amendment, supplement or change; or if sufficient protest as defined below is submitted against such change, the proposed change must receive the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the owners of at least 20 percent of either the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, or the area of the lots or land covered by the proposed change. The area of streets and alleys shall be included in this calculation, and unincorporated areas are excluded from this calculation."

**Section II.** Subsection 6-114 of Section 6-100 (Procedural Steps of Zoning Applications and Amendments) of Article 6 of the Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended, such subsection to read in its entirety as follows:

"6114 A protest of a proposed zoning change must be in writing, and must be signed by the owner of the property in question or by a person authorized by power of attorney to act on behalf of the owner. For specific ownership types, the following shall apply:

Corporations - The protest must be signed by the president, vice president, or by an attorney-in-fact authorized to sign on behalf of the corporation.

General or Limited Partnerships - The protest must be signed by a general partner or by an attorney-in-fact authorized to sign on behalf of the general or limited partnership.

Community Property - The city shall presume the written protest of one spouse to be the protest of both.

Condominiums - Lots or land subject to a condominium declaration are presumed to be commonly owned in undivided interests by the owners of all condominium units and under the control of the governing body of the condominium. For such lots or land to be included in calculating the lots or land area protesting a proposed rezoning, the written protest must state that the governing body of the condominium has authorized a written protest in accordance with its bylaws, and that the person signing the protest is authorized to act on behalf of the governing body of the condominium.

6-9

In all cases where a protest has been properly signed pursuant to this section, the city shall presume that the persons whose signatures appear on the protest are valid.

A withdrawal of a protest must be in writing. In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.”

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

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

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

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

6-10

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

6-11



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>6/10/02</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell	Executive Director	<i>[Signature]</i>	6/4/02
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/4/02
Agenda Coordinator (include phone #): <b>L. Jobe - 7165</b>				

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

### CAPTION

Public Hearing and Consideration of Zoning Case 2002-13 - A request to amend Section 3-1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance governing sign standards. Tabled 5/28/02.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

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

**FUND(s):**

**COMMENTS:**

### SUMMARY OF ITEM

This item was tabled at the May 28th meeting in response to concerns raised by several Council members as to the regulation of vehicles parked for advertising purposes, and the effect of the proposed amendments on political signs and signs attached to fences and walls. Building Inspections and the Legal Department are researching both issues, and staff requests the item remain on the table until the June 24th meeting.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies  
 Planning & Zoning Commission

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