

# CITY COUNCIL

1520 AVENUE K



**DATE:** 6/11/2012  
**CALL TO ORDER:** 7:00 p.m.  
**INVOCATION:** Suhail Kausar  
President of the Ahmadiyya Muslim  
Community, Dallas Chapter  
**PLEDGE OF ALLEGIANCE:** Plano Chapter of The Sons of the American  
Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Presentation: The Collin County Commissioners Court is presenting a grant to the Plano Parks &amp; Recreation Department.</p> <p>SPECIAL RECOGNITION: The Plano Citizens Government Academy, Spring 2012 Class recently completed the necessary courses for graduation.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Planning &amp; Zoning Commission</u></b></p> <p>Femi Adeoye</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b>  (a) May 29, 2012</p> <p><b><u>Approval of Expenditures</u></b>  <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b>  (b) Bid No. 2012-202-B for Chase Oaks Trail Connector at Rowlett Creek, Project 6109 to Dean Electric, Inc. in the amount of \$468,244 and authorizing the City Manager to execute all necessary documents.  (c) Bid No. 2012-118-C for a one (1) year contract with three (3) City optional one year renewals for the purchase of Public Grounds Fertilization and Weed Control Service for the Parks and Recreation Department to TruGreen LP in the amount of \$71,030 and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Adoption of Resolutions</u></b>  (d) To approve the terms and conditions of a Real Estate Contract and Lease by and between City House, Inc., a Texas non-profit organization, and the City of Plano for the purchase and lease back to seller of approximately 0.95 acres of land including a house and associated structures located at 902 E. 16th Street adjacent to Haggard Park in Plano, Collin County, Texas; and authorizing the City Manager to execute such contract and lease agreement and providing an effective date.  (e) To approve reimbursement of costs associated with acquiring land that may be used for recreational purposes and/or facilities and providing an effective date.  (f) To repeal Resolution No. 2010-2-2(R) in its entirety with regard to the Multi-Cultural Outreach Roundtable ("Roundtable") and adopting a new resolution to re-establish the Roundtable setting forth its purpose, appointment of Co-Chairs, establishing duties and meeting guidelines, and providing for open participation to the Roundtable; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(g) To amend Section 10-17. Officers of Article II. Library Advisory Board of Chapter 10 Library; Section 15-22. Officers of Article II. Parks and Recreation Planning Board of Chapter 15 Parks and Recreation; and Section 2-243. Officers of Article XII. Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances to remove reference to a board secretary; and providing a repealer clause, a severability clause, and an effective date.</p> <p>(h) To delete Section 2-162. Liaison to multi-ethnic committee of Article VII. Community Relations Commission of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
<p>(1)</p>	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Tabled 05/29/12). Applicant: Racetrac</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/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/11/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The Collin County Commissioners Court is presenting a grant to the Plano Parks & Recreation Department.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/11/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Plano Citizens Government Academy, Spring 2012 Class recently completed the necessary courses for graduation.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
May 29, 2012**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Pat Miner, Mayor Pro Tem  
Lissa Smith, Deputy Mayor Pro Tem  
André Davidson  
James Duggan (arrived at 5:08 p.m.)  
Patrick Gallagher  
Lee Dunlap

**COUNCIL MEMBERS ABSENT**

Ben Harris

**STAFF PRESENT**

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

Mayor Dyer called the meeting to order at 5:03 p.m., Tuesday, May 29, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and to receive information regarding Economic Development, Section 551.087; and Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:03 p.m.

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

Personnel - Designation of Mayor Pro Tem and Deputy Mayor Pro Tem:

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Dunlap, the Council voted 7-0 to designate Lissa Smith as Mayor Pro Tem and Ben Harris as Deputy Mayor Pro Tem.

Appointment/Reappointment of DART Board of Directors

No action was taken.

### Appointment - Planning and Zoning Commission

Upon a motion made by Council Member Miner and seconded by Council Member Dunlap, the Council voted 7-0 to appoint Olufemi “Femi” Adeoye to an interim term ending October 31, 2013.

### **North Texas Tollway Authority - Overview and Update**

NTTA Board of Directors Vice Chairman Bill Moore spoke to the growth of the system since 1997, roadways under construction, and contributions made for construction of non-toll projects in the region. He spoke to building revenues during operation years and reviewed enhancements including: a fourth lane on the Dallas North Tollway; improvements to the Dallas North Tollway/Bush Turnpike interchange; a fourth lane on the Bush Turnpike; cashless tolling on the Bush Turnpike; and a TxDOT project – US 75 /Bush Turnpike interchange. He responded to Council Member Gallagher regarding enforcement options for those who do not pay tolls.

### **Report Regarding the Citizen Survey**

Karen Falk, Vice President of ETC Institute spoke to the purpose of the survey to objectively assess resident satisfaction with the delivery of City service; gather input from residents to help identify and respond to citizen concerns; compare Plano’s performance with other communities; and set a baseline for future improvement. She reviewed the methodology, survey content, method of administration and response rate, advising that the respondents offered a good representation of the community by race/ethnicity, gender, age, income and location. Ms. Falk reviewed the major findings: residents have a very positive perception of the City; overall satisfaction with City Services is generally the same throughout; Plano is setting the standard for the delivery of local governmental services; and priorities for investment are police services and maintenance of streets/sidewalks. She reviewed other findings related to Live Green in Plano, Environmental Waste Services, Parks and Recreation, and Library Services.

Council Member Dunlap spoke to utilizing the information during the budget process and ensuring that communications are well articulated so that citizens participate in the electoral process. City Manager Glasscock spoke to “telling our story” through new tools offering opportunities to engage citizens and plans to conduct a similar survey in the business community.

### **Comprehensive Monthly Financial Report**

Director of Finance Tacke advised that the April 2012 report finds General Fund revenues up slightly as a percentage of budget as compared to last year while Water and Sewer revenues are down slightly. She stated that actual General Fund revenues are up \$10.6 million, primarily due to an increase in ad valorem taxes and an increase in sales tax resulting from an audit adjustment.

Ms. Tacke also stated revenues were up in court fines, electric and cable franchises, ambulance services, and building permits. Ms. Tacke advised that General, Water & Sewer Fund, and Golf Course Fund expenditures are up slightly as a percentage of budget. She advised that the unemployment rate is down slightly to 6.1% and that sales tax collections for the month of March are down by \$141,000. Ms. Tacke advised that actual revenues for the Water & Sewer Fund are down by \$3.8 million compared to the prior year due to drought conditions and water restrictions while expenses are up by \$5.3 million.

### **Discussion and Direction re Board and Commission Review Committee Recommendations**

Council Member Miner spoke to leveling the playing field for those boards distributing grant funding and removing the “time out” provision for members appointed. Council Member Dunlap spoke to the recommendation that individuals step down from their agency position when appointed to a board/commission. The Council stated a consensus to move forward with the recommendation.

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

Council Member Miner spoke to attendance by himself and Council Member Duggan at the *Love of the Arts* awards ceremony and receipt of artwork recognizing the City’s support.

### **Consent and Regular Agendas**

Mayor Dyer requested that Consent Agenda Item “D,” consideration of a contract to approve of the selection of Bond and Disclosure Counsel Services for the City, provided by Fulbright & Jaworski L.L.P., be removed for individual consideration due to a possible conflict of interest.

Mayor Pro Tem Smith requested that Consent Agenda Item “G,” consideration of a resolution to confirm the appointment of William Peterson as Interim Fire Chief be removed for individual consideration.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:55 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**May 29, 2012**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Lissa Smith, Mayor Pro Tem  
Pat Miner  
André Davidson  
James Duggan  
Patrick Gallagher  
Lee Dunlap

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

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

Mayor Dyer convened the Council into the Regular Session on Tuesday, May 29, 2012, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Sr. Pastor Randall Worley of Prairie Creek Baptist Church led the invocation and Boy Scout Troop 747 of Legacy Church led the Pledge of Allegiance.

**PROCLAMATIONS & SPECIAL RECOGNITION**

Mayor Dyer recognized the Plano Senior High School National Academic WorldQuest winners.

**COMMENTS OF PUBLIC INTEREST**

Harold Gibson, citizen of the City, stated concern regarding parking on Emerson Drive along the south side of Preston Meadow Park. He spoke to possible signage, fencing or road widening to address the situation. City Manager Glasscock advised that Staff would review the location.

**CONSENT AGENDA**

Upon the request of Mayor Dyer, Consent Agenda Item "D" was removed for individual consideration due to a possible conflict of interest.

Upon the request of Mayor Pro Tem Smith, Consent Agenda Item “G” was removed for individual consideration.

**Approval of Minutes** (Consent Agenda Item “A”)  
May 14, 2012

**Approval of Expenditures**

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

**CSP 2011-101-C** for the purchase of a Mobile Digital Video Recording System for the Police Department to WatchGuard Video in the amount of \$999,940 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

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

To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis LLC, in the amount of \$168,525 for Rowlett Creek Basin Infiltration/Inflow Analysis and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Approval of Change Order**

To RKM Utility Services, Inc., increasing the contract by \$62,531 for University Estates Waterline Rehabilitation, Change Order No. 1. Original Bid No. 2011-138-B. (Consent Agenda Item “E”)

**Approval of Expenditure**

To ratify and approve the purchase of a Microsoft Enterprise Agreement and True-up cost, in the amount of \$878,801 for the period of January 1, 2012 through December 31, 2012, from Dell Marketing, L.P., through an existing Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR Contract No. DIR-SDD-1014) (Consent Agenda Item “F”)

**Adoption of Resolutions**

**Resolution No. 2012-5-9(R):** To deny Atmos Energy Corp., Mid-Tex Division’s (“Atmos Mid-Tex”) requested rate change; requiring the Company to reimburse the City’s reasonable ratemaking expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC’s legal counsel; and providing an effective date. (Consent Agenda Item “H”)

**Resolution No. 2012-5-10(R):** To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and HP Enterprise Services, LLC, a Delaware limited liability company, to locate, place, attach, install, operate, and maintain a 2’ x 3’ concrete duct bank consisting of six (6) electrical conduits in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2012-5-11(R):** To approve the terms and conditions of an Agreement by and between the City of Plano, Texas and TT Holdings I, Inc., d/b/a TriTech Software Systems, a sole source provider, to purchase a Stratus ft6300 fault tolerant server and one year maintenance for a total of \$91,200 and maintenance service for five (5) additional years in an amount not to exceed \$66,724; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2012-5-12(R):** To approve the terms and conditions of a TriTech Software Support Renewal Agreement for a period of three (3) years by and between the City of Plano and TriTech Software Systems, a sole source provider, to provide support and maintenance of the software system, in an amount of \$229,349 for year one (1); in an amount of \$240,757 for year two (2); and in an amount of \$252,736 for year three (3); authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

### **Adoption of Ordinances**

**Ordinance No. 2012-5-13:** To amend Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “L”)

**Ordinance No. 2012-5-14:** To amend Chapter 6, Buildings and Building Regulations, Article XII, Temporary Signs, of the Code of Ordinances of the City of Plano to add definitions and regulations for sail banner signs, providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “M”)

**Ordinance No. 2012-5-15:** To transfer the sum of \$88,500 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the oversight and compliance of EMS billing services; amending the Budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “N”)

**Ordinance No. 2012-5-16:** To transfer the sum of \$75,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the Interim Fire Chief, the related professional search firm expenditures and candidate travel costs beginning May 30, 2012; amending the Budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “O”)

**Ordinance No. 2012-5-17:** To adopt and enact Supplement Number 99 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “P”)

**END OF CONSENT**

Due to a possible conflict of interest, Mayor Dyer stepped down from the bench on the following agenda item.

**Consideration of a Contract:** To approve of the selection of Bond and Disclosure Counsel Services for the City, provided by Fulbright & Jaworski L.L.P., and authorizing the City Manager to execute all necessary documents. RFQ 2012-126-C. (Consent Agenda Item “D”)

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 6-0 to approve of the selection of Bond and Disclosure Counsel Services for the City, provided by Fulbright & Jaworski L.L.P.

Mayor Dyer resumed his seat at the bench.

**Resolution No. 2012-5-18(R):** To confirm the appointment of William Peterson as Interim Fire Chief beginning May 30, 2012, and to serve until his successor is appointed; and providing an effective date. (Consent Agenda Item “G”)

City Manager Glasscock requested Council’s concurrence in appointing an interim fire chief to serve during the anticipated four-six month hiring process.

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 7-0 to confirm the appointment of William Peterson as Interim Fire Chief beginning May 30, 2012, and to serve until his successor is appointed; and further to adopt Resolution No. 2012-5-18(R).

**Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-05** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: RaceTrac (Regular Agenda Item “1”)

Planning Manager Firgens spoke regarding the applicant’s request to table the item to the June 11, 2012 Council Meeting.

Upon a motion made by Council Member Davidson and seconded by Council Member Dunlap, the Council voted 7-0 to table the Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-05 to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road from Agricultural to Planned Development-229-Retail until June 11, 2012.

**Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-14** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-175-Retail on 10.6± acres generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, Collin County, Texas, to allow truck/bus leasing as an additional permitted use; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a

severability clause, a publication clause, and an effective date. Applicant: HD Development Properties, LP (Regular Agenda Item “2”)

### **Zoning Case 2012-14 (cont’d)**

Planning Manager Firgens advised that truck/bus leasing is presently not an allowed use due to base zoning of retail and advised that the Planning and Zoning Commission recommended approval as follows (additions are shown as underlined text):

#### Restrictions:

1. Building material sales, truck/bus leasing, and superstore are additional allowed uses.
2. The supplemental regulations for superstore use are amended as follows:
  - a. The required landscape edge along residential district boundary lines shall be a minimum of 20 feet in width.
  - b. The required landscape edge along Parker Rd. shall be a minimum of 25 feet in width.
  - c. The separation distance between the superstore building and adjacent residential zoning district shall be a minimum of 60 feet in width.
3. The required parking shall be 461 parking spaces.
4. The gate screening the loading and unloading area must be closed at all times except during the arrival and departure of vehicles accessing the loading and unloading area.
5. The revised preliminary site plan and facade plan, attached as Exhibits B and C respectively, are adopted as part of this ordinance.

Ms. Firgens advised that Staff recommended denial of the request as they found the use inconsistent with the existing mix of development and typically limited to areas with more intensive uses and visibility from major roadways

Mayor Dyer opened the Public Hearing. Michael Klingl of Greenbergfarrow, representing the applicant, spoke to the partnership between Home Depot and Penske for rental of moving trucks and reviewed proposed hours of operation, vehicles in use, location of parked trucks, and reservation process. He responded to the Council, advising that vehicles will generally be delivered and/or picked up within 24 hours of a reservation and spoke to an estimated maximum of 7-8 trucks on the site. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Firgens responded to the Council, advising that it would be difficult for Staff to enforce restrictions on the number of vehicles at the site. Mayor Dyer spoke to this location being more residential in nature as compared to others throughout the City that would be appropriate for the use.

Upon a motion made by Mayor Dyer and seconded by Council Member Davidson, the Council voted 7-0 to deny the request to amend Planned Development-175-Retail on 10.6± acres generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, to allow truck/bus leasing as an additional permitted use.

**Public Hearing and adoption of Ordinance No. 2012-5-19 as requested in Zoning Case 2012-15** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 626 so as to allow the additional use of Household Care Institution on 1.8± acres of land located at the northwest corner of K Avenue and 18th Place, in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Dallas Providence Homes (Regular Agenda Item “3”)

Director of Planning Jarrell advised that *Household Care Institution* is defined as a facility that provides residence and care to more than eight persons, regardless of legal relationship; who are elderly, disabled, orphaned, abandoned, or neglected children, victims of domestic violence, convalescing from illness, or rendered temporarily homeless due to fire, natural disaster, or financial setback. She spoke to the subject property having frontage on K Avenue and 18th Place, a converted historic home on the site which will be used to provide office space for staff and plans to construct buildings to house residents on the vacant property. Ms. Jarrell spoke to the proposal being complimentary with nearby residential zoning to the west, and future residents benefiting from the subject property’s proximity to retail shopping centers and nearby schools, as well as the Downtown Plano transit center. She advised that the Planning and Zoning Commission recommended approval as submitted.

Mayor Dyer opened the Public Hearing. Mark Hagan of Dallas Providence Homes, spoke to the organization’s mission, history of providing a bridge for women/children from shelters into the community, support from local residents and available capital.

Council Member Dunlap left the meeting at 8:05 p.m. due to a possible conflict of interest and did not return.

Mr. Hagan responded to Council Member Miner, advising that while there is a two-year maximum commitment, there is no minimum commitment to residents, reviewed the processing of vetting applicants and spoke to the potential to serve 50-70 individuals. He responded to Council Member Davidson, advising that there is no limit on the number of children per family. Ms. Jarrell advised regarding the parking ratio and the restrictions on removal of a specific use permit. Citizens Russel Head, Mark Greer, and Pam Hatcher, spoke in support of the request.

Council Member Miner spoke to setting a cap for the number of residents and Ms. Jarrell spoke regarding the potential challenges of enforcement. Mr. Hagan spoke to available funding effectively supporting 50-60 residents and architect Buck Stout spoke to the size of development limited by restrictions of lot coverage, parking, landscaping, and storage. Ms. Jarrell advised that exterior renovations to the historic home would be considered by the Heritage Commission while additional units would require site plans. Council Member Miner stated support with concern regarding future issues related to the number of residents.

**Ordinance No. 2012-5-19 (cont'd)**

Upon a motion made by Council Member Gallagher and seconded by Council Member Davidson, the Council voted 6-0 to grant Specific Use Permit No. 626 so as to allow the additional use of Household Care Institution on 1.8± acres of land located at the northwest corner of K Avenue and 18th Place, in the City of Plano as recommended by the Planning and Zoning Commission and further to adopt Ordinance No. 2012-5-19.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 8:28 p.m.

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**Phil Dyer, MAYOR**

ATTEST:

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Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	6/11/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

Award of Bid No. 2012-202-B for Chase Oaks Trail Connector at Rowlett Creek, Project 6109 to Dean Electric, Inc. in the amount of \$468,243.03 and authorizing the City Manager or his authorized designee to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	371,447	2,728,553	850,000	<b>3,950,000</b>
Encumbered/Expended Amount	-371,447	-373,491	0	<b>-744,938</b>
This Item	0	-468,244	0	<b>-468,244</b>
BALANCE	0	1,886,818	850,000	<b>2,736,818</b>

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

**COMMENTS:** Funds are included in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$468,244, will leave a current year balance of \$1,886,818 for the Trail Connections and 09 Trail Connections projects.

**STRATEGIC PLAN GOAL:** The Chase Oaks Trail Connector at Rowlett Creek project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

**SUMMARY OF ITEM**

Staff recommends the bid of Dean Electric, Inc. in the amount of \$468,243.03 be accepted as the lowest responsible bid for the Chase Oaks Trail Connector at Rowlett Creek project conditioned upon the timely execution of all necessary documents.

This project involves the construction of concrete recreational trail, one 150' long pedestrian bridge, erosion control structures and associated improvements. This project includes the continued development of Bluebonnet Trail connecting to the City of Allen.

The Collin County Commissioners awarded an Open Space Grant to the City of Plano for partial funding of this project. The grant funds will be reimbursed to the City when the project is complete. Actual project cost for the City will be \$234,121.51 after the reimbursement.



## CITY OF PLANO COUNCIL AGENDA ITEM

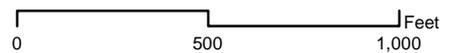
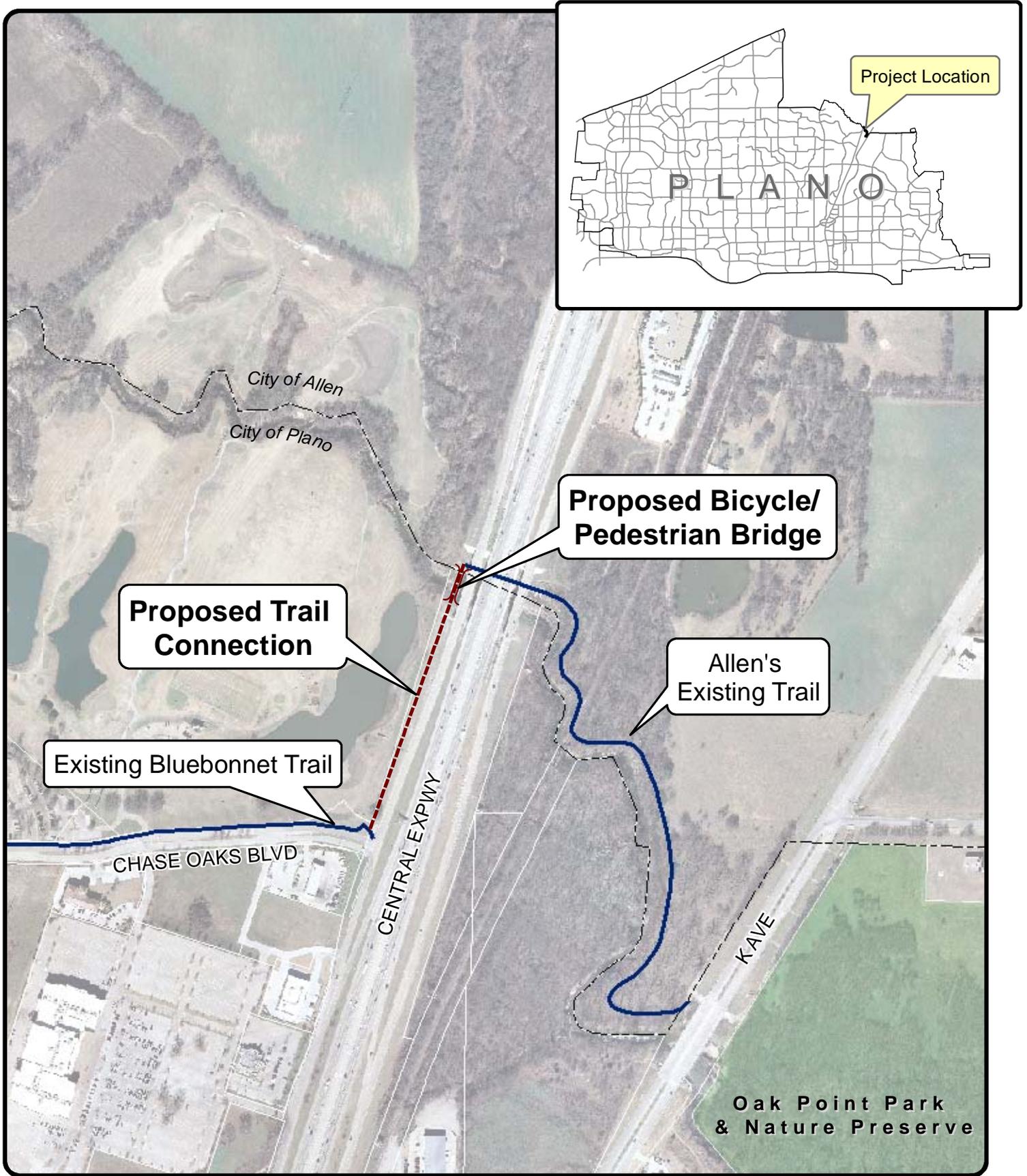
The secondary vendor being recommended is Cole Construction, Inc. in the amount of \$495,467.

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



# Location Map

Chase Oaks Trail Connector at Rowlett Creek  
Project #6109



CITY OF PLANO

BID NO. 2012-202-B

Chase Oaks Trail Connector at Rowlett Creek- Project No 6109  
BID RECAP

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**Bid opening Date/Time:** May 24, 2012 @ 3:30 pm

**Number of Vendors Notified:** 1454

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

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

**Number of Bids Submitted Responsive to Bid:** 10

DEAN ELECTRIC, INC.	\$ 468,243.03
COLE CONSTRUCTION, INC.	\$ 495,467.00
JDC CONSTRUCTION CO	\$ 516,000.00
IRRICON CONSTRUCTION	\$ 517,684.75
2L CONSTRUCTION, LLC	\$ 527,690.50
JIM BOWMAN CONSTRUCTION LP	\$ 529,080.75
PARKSCAPE CONSTRUCTION, INC.	\$ 543,185.80
CZ CONSTRUCTION ZONE OF TEXAS	\$ 567,232.18
RATLIFF HARDSCAPE	\$ 633,006.20
AXIS CONTRACTING, INC.	\$ 760,902.50

**Recommended Vendor:**

DEAN ELECTRIC, INC.	\$ 468,243.03
---------------------	---------------

*Nicole Griffin*

\_\_\_\_\_  
Nicole Griffin  
Buyer II

*May 25, 2012*

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/2012		
Department:		Purchasing		
Department Head		Diane Palmer- Boeck		
Agenda Coordinator (include phone #): <b>Nicole Griffin ext 7204</b>				
<b>CAPTION</b>				
Bid No. 2012-118-C for a one (1) year contract with three (3) City optional one year renewals for the purchase of Public Grounds Fertilization and Weed Control Service for the Parks and Recreation department to TruGreen LP in the amount of \$71,030 and authorizing the City Manager to execute all necessary documents.				
<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:	2011-12, 2012-13	Prior Year (CIP Only)	Current Year	Future Years
		<b>TOTALS</b>		
Budget		0	240,885	34,100
Encumbered/Expended Amount		0	-187,056	0
This Item		0	-36,930	-34,100
BALANCE		0	16,899	0
<b>FUND(s):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this item in the amount of \$36,930 is included in the FY 2011-12 Budget, while \$34,100 will be included in the Parks &amp; Recreation Department's FY 2012-13 Proposed Budget and will be spent from approved budget appropriations. The remaining balance for FY 2011-12 will be applied towards contractual services related to landscape maintenance on Plano medians, rights of way and public buildings.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing for the maintenance of landscapes on medians, rights of way and public buildings relates to the City's goal of Great Neighborhoods - 1st Choice to Live</p>				
<b>SUMMARY OF ITEM</b>				
The Parks and Recreation Staff recommends the bid of TruGreen LP, in an estimated amount of \$71,030 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Recap				
Memorandum				

# MEMORANDUM

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TO: NICOLE GRIFFIN, BUYER  
FROM: JEFF SCHWARTZ, PARK OPERATIONS SUPERINTENDENT  
DATE: 5/24/2012  
RE: **AWARD RECOMMENDATION - 2012-118-C FERTILIZATION AND WEED CONTROL SERVICES**

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It is the recommendation of the Parks and Recreation Department to partially award Bid 2012-118-C Fertilization and Weed Control Services to Tru Green LP. After reviewing the vendor submittals, and consulting with work history references, Tru Green LP appears capable of meeting all of the requirements of the aforementioned maintenance contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

Tru Green LP is the only bidder for this contract, which includes fertilization and weed control services for the grounds at public building facilities. The Parks Department believes that awarding this bid to the lowest responsive, responsible bidder is in the best interest of the City. A Total of 43 sites were included in the bid that came in at \$98,220.00, which is approximately \$23,000 over budget. Therefore, the Parks and Recreation Department recommends a partial award to Tru Green LP eliminating 11 sites resulting in an award in the amount of \$71,030.00. This amount is approximately \$4,000.00 under the budgeted amount for this contract.

CITY OF PLANO

BID NO. 2012-118-C  
Public Grounds Fertilization and Weed Control Service

BID RECAP

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**Bid opening Date/Time:** May 14, 2012 @ 11:00 am

**Number of Vendors Notified:** 2323

**Vendors Submitting "No Bids":** 1

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

**Number of Bids Submitted Responsive to Bid:** 1

TruGreen LP	\$71,030.00
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**Recommended Vendors:**

TruGreen LP	\$71,030.00
-------------	-------------

*Nicole Griffin*

\_\_\_\_\_  
Nicole Griffin  
Buyer II

*May 14, 2012*

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/12		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between City House, Inc., a Texas non-profit organization, and the City of Plano for the purchase and lease back to seller of approximately 0.95 acres of land including a house and associated structures located at 902 E. 16th Street adjacent to Haggard Park in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	600,000	0	<b>600,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-465,000	0	<b>-465,000</b>
<b>BALANCE</b>	0	135,000	0	<b>135,000</b>
<b>FUND(S):     CAPITAL RESERVE CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2011-12 Capital Reserve CIP. This item, in the amount of \$465,000, will leave a current year balance of \$135,000 for the City House project.</p>				
<p><b>STRATEGIC PLAN GOAL:</b> Approving the terms and condition of a real estate contract to purchase land from City House, Inc. relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of an expenditure of \$465,000 for the purchase of the City House property located adjacent to Haggard Park which includes an approximately 4,400 square foot house with associated structures located on approximately 0.95 acres of land for the price of \$465,000.</p>				
<p>The contract includes a lease agreement allowing City House, Inc. to lease the house back from the City for a period not to exceed three years at a cost of \$1.00 per year. This will benefit the City by allowing the house to be occupied until the ultimate use of the property is determined.</p>				
<p>Funding is available through the current Capital Reserve Fund Budget. The Capital Reserve Fund will be</p>				



## CITY OF PLANO COUNCIL AGENDA ITEM

reimbursed from the appropriate bond fund account once the ultimate use of the property is determined.

List of Supporting Documents:

Location Map

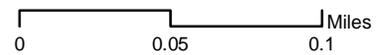
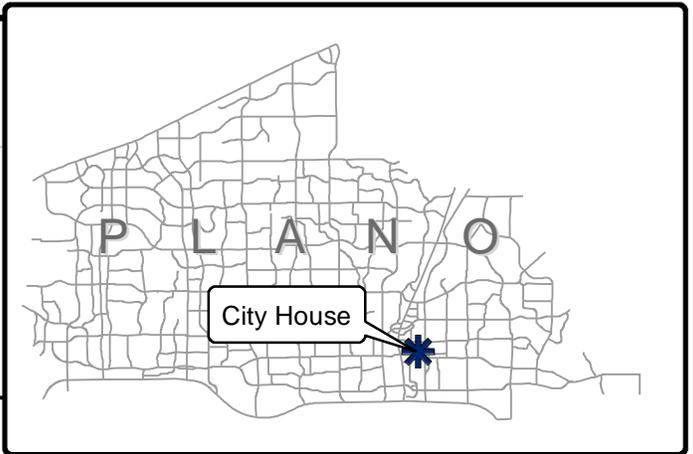
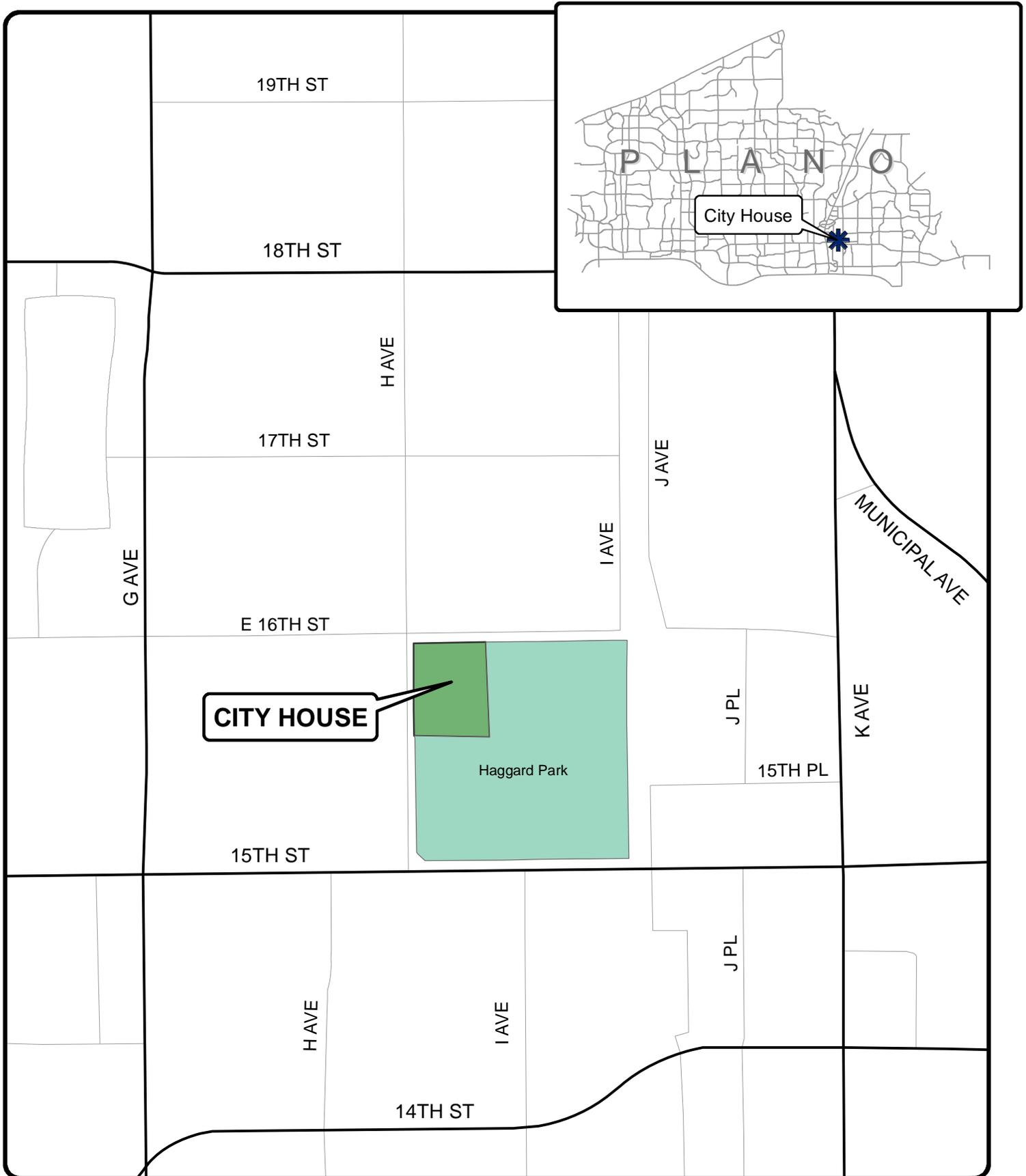
Resolution

Other Departments, Boards, Commissions or Agencies



# Location Map

## CITY HOUSE



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between City House, Inc., a Texas non-profit organization, and the City of Plano for the purchase and lease back to seller of approximately 0.95 acres of land including a house and associated structures located at 902 E. 16<sup>th</sup> Street adjacent to Haggard Park in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Real Estate Contract and Lease by and between the City of Plano and City House, Inc., a Texas non-profit organization, for the purchase of property located at 902 E. 16<sup>th</sup> Street in Plano, Collin County, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Real Estate Contract"); and

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

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

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

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Real Estate Contract and Lease 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 Real Estate Contract.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of June, 2012.

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## REAL ESTATE CONTRACT

This contract is entered into as of the effective date as hereinafter defined by and between **CITY HOUSE, INC.**, a Texas non-profit organization ("Seller"), and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("City").

**WHEREAS**, City desires to purchase and Seller desires to sell to City a tract of land in fee simple known as 902 E. 16<sup>th</sup> Street, Plano, Collin County, Texas and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and being herein referred to as the "Property".

**WHEREAS**, Seller and City have entered into this Real Estate Contract (the "Contract") to provide for the terms and conditions of the sale and purchase of the Property.

**NOW, THEREFORE**, in consideration of the premises and for further consideration of the terms, provisions, and condition hereinafter set forth, Seller and the City have agreed as follows:

**1. Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey the Property to City and City has agreed and does hereby agree to purchase the Property from the Seller. The Property shall be conveyed to City together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. Encompassed in the conveyance shall be permanently installed built in items including but not limited to the following: all appliances, valances, screens, shutters, ceiling fans, awnings, carpeting, attic fans, mail boxes, fencing, heating and air-conditioning units, shrubbery, and landscaping. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above.

**2. Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property shall be **FOUR HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$465,000.00)** to be paid by City in a lump sum payment to Seller on the date of Closing as set out in Section 5 below.

### **3. Title Commitment and Title Insurance**

City, at its sole cost and expense, shall obtain a title commitment and title insurance covering the Property to be issued by a title company (the "Title Company") selected by City. In the event the title has defects, City will notify Seller in writing specifying the defects and Seller shall have thirty (30) days to cure said defects or City may cancel this Contract. City, at its sole option, may waive any defects in writing.

### **4. Lease to Seller**

Upon taking possession of the Property pursuant to the terms of this Contract, City shall convey a thirty six (36) month lease to Seller for use of the Property by separate lease agreement in the form attached hereto as Exhibit "B". The parties shall execute the lease agreement on or before the closing date (the "Closing") pursuant to Section 5 below. Failure of the parties to execute the lease agreement or early termination of the lease agreement shall not affect title to the Property conveyed pursuant to this Contract.

### **5. The Closing**

The closing of this Contract pertaining to the Property shall be consummated at a Closing to be held at the office of the Title Company at such time, date and place that the parties may agree upon. At the Closing, Seller agrees to deliver to City:

(a) An executed Special Warranty Deed (the "Deed") conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no mortgages, conditions, restrictions, liens, charges, encumbrances, judgments, exceptions or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions.

(b) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by this Contract.

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

(d) Possession of the Property upon Closing subject to any leasehold rights of Seller pursuant to an agreement executed by the parties pursuant to Section 4 herein.

### **6. Closing Costs and Proration**

Closing costs shall be paid by City. All other expenses incurred by Seller and City with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in

accordance with the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

## **7. Representations and Warranties of Seller**

Seller makes the following representations and warranties to City regarding the Property:

(a) At Closing, there shall be no parties in possession of any portion of the Property as lessees, other than as provided in this Contract, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(b) There is no litigation, including pending or threatened claims, or similar proceeding pending against the Property that would affect the Property or any portion thereof.

(c) At Closing, no person, firm, partnership, corporation or other entity, other than as provided in this Contract, shall have any right or option to purchase, lease, occupy or use the Property or any part thereof.

(d) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(e) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

## **8. Disclosures of Seller**

On or before the Closing, Seller shall disclose to City in writing any known defects, damage or hazards on or at the Property. Except as otherwise disclosed as required by this Contract, Seller has no knowledge of the following:

- (a) Any flooding of the Property;
- (b) Any environmental hazards or conditions affecting the Property;
- (c) Any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (d) Any wetlands as defined by federal or state law or regulation, affecting the Property;
- (e) Any threatened or endangered species or their habitat affecting the property; or
- (f) Any lead based paint or lead based paint hazards on or at the Property.

**9. Completion or Repairs**

Unless otherwise agreed in writing, Seller shall complete all repairs agreed upon by the parties in writing prior to the Closing date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At City's election, any transferrable warranties received by Seller with respect to the repairs will be transferred to City at City's expense. If Seller fails to complete any agreed repairs prior to the Closing to the satisfaction of City, City may exercise remedies pursuant to Section 12 herein.

**10. Acknowledgments, Covenants and Agreements of Parties**

Seller acknowledges, covenants and agrees with City as follows:

(a) City and its agents and representatives shall have full access to the Property at all times prior to Closing.

(b) No new or additional improvements will be constructed, located or placed on the Property without the prior written consent of City.

(c) The Property does not include any personal property not specifically itemized in this Contract.

(d) During the pendency of this Contract, Seller shall not, without the prior written consent of the City, create, impose or agree to any mortgages, liens, encumbrances, leases (other than as provided in this Contract), tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Property by the City.

**11. Casualty Loss**

If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract and before the Closing date, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing date. If Seller fails to do so due to factors beyond Seller's control, City may do the following:

(a) Terminate this Contract.

(b) Extend the time for performance and extend the Closing date.

(c) Accept the Property in its damaged condition with an assignment of the insurance proceeds and receive credit from Seller at Closing in the amount of the deductible under the insurance policy.

Seller's obligations under this section are independent of any other obligations of Seller under this Contract.

**12. Default**

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except City's default, City may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, City shall have the right, but not the obligation, to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the City's right and power of eminent domain.

(b) City's Default. In the event City shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, terminate this Contract by giving written notice thereof to City.

**13. Non-waiver**

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

**14. Representations Survive Closing**

All covenants, representations, and warranties in this Contract survive Closing. If any representation of Seller in this Contract is untrue on the Closing date, Seller will be in default.

**15. Miscellaneous Provisions**

(a) All median cuts and curb cuts providing access to the Property which exist at the time of execution of this Contract shall continue in full force and effect.

(b) This Contract embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(c) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(d) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

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

(f) All notices from one party to the other must be in writing and are effective when received by Certified Mail, U.S. Postal Service to the addresses indicated under the signatures for each party to the Contract below. Changes in address for notice purposes can be provided in writing to the opposite party.

(g) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(i) City represents and warrants unto Seller that City has full power and authority to enter into and consummate this Contract.

(j) The effective date of this Contract shall be the last date of signature of any party set forth below.

(k) Seller and City each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates shown below their respective signatures.

**SELLER:**

**CITY HOUSE, INC., a Texas Non-Profit Organization**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**CITY:**

**CITY OF PLANO, TEXAS, a Home Rule Municipal Corporation**

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

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

BRUCE D. GLASSCOCK

City Manager

1520 Avenue K

P. O. Box 860358

Plano, TX 75086-0358

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (*Authorized representative*), \_\_\_\_\_ (*Title*) of **CITY HOUSE, INC., a Texas non-profit organization**, on behalf of said Texas non-profit organization.

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

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS, a home rule municipal corporation**, on behalf of said corporation.

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

## EXHIBIT "A"

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being part of Lot 1, Block 21 of the original donation of the City of Plano (unrecorded), Collin County, Texas, said tract being part of a tract of land described in a deed to Collin Intervention to Youth, Inc. of record in Instrument No. 92-0001881, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod set for corner at the intersection of the East right-of-way line of Avenue "H" (variable width R.O.W.) with the South right-of-way line of E. 16<sup>th</sup> Street (40 foot R.O.W.) at the Northwest corner of said Collin Intervention tract;

THENCE North 89 degrees 33 minutes 13 seconds East, along the South right-of-line of said E. 16<sup>th</sup> Street, a distance of 185.83 feet to a ½ inch iron rod found for corner at the Northwest corner of a tract of land described in a deed to the City of Plano of Record in Volume 5000, Page 4435, Deed Records of said county;

THENCE South 05 degrees 29 minutes 34 seconds West, along the West line of said City of Plano tract, at 193.32 feet passing the Southwest corner thereof and the Northwest corner of a tract of land described in a deed to the City of Plano of record in Volume 5247, page 3695, Deed Records of said county, and continuing along the West line of last mentioned tract for a total distance of 244.73 feet to a ½ inch iron rod set for corner in the North line of Lot 1, Block 1, of Haggard Park Addition, an addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Volume G, Page 153, Map Records of said county;

THENCE North 88 degrees 34 minutes 42 seconds West, along the North line of said Haggard park Addition, a distance of 160.45 feet to a ½ inch iron rod set for corner at the Northwest corner thereof and being in the East right-of-way line of said Avenue "H" for which a 2" iron pipe found for reference bears South 82 degrees 48 minutes 13 seconds East, a distance of 2.35 feet;

THENCE North 00 degrees 28 minutes 44 seconds West, along the said East right-of-way line of Avenue "H", a distance of 238.19 to the PLACE OF BEGINNING and CONTAINING 0.958 of an acre of land.

## EXHIBIT "B"

### TEMPORARY LEASE BETWEEN CITY HOUSE, INC. AND CITY OF PLANO, TEXAS

1. **PARTIES:** The parties to this Lease are **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as ("City") the Landlord, and **CITY HOUSE, INC.**, a Texas non-profit corporation, hereinafter referred to as ("Tenant").
2. **LEASE:** City leases to Tenant the Property described in the Real Estate Sales Contract, hereinafter referred to as ("Contract") between City and Tenant and more fully described in Exhibit "1" attached hereto, known as 902 East 16th Street, Plano, Texas.
3. **TERM:** The term of this Lease is for three (3) years and commences on the closing date of the sale covered by the Contract and terminates thirty six (36) months thereafter, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to City as rental \$1.00 per year with the full amount of rental for the term of the Lease to be paid upon the Closing date of the sale covered by the Contract.
5. **UTILITIES:** Tenant shall pay all utility charges for the Property during the term of the Lease.
6. **USE OF PROPERTY:** Tenant may use the Property only for general, professional, or administrative office use as defined by the City of Plano Zoning Ordinance. Tenant may not use the Property for a residence, household care institution or boarding/rooming house as defined by the City of Plano Zoning Ordinance. Tenant may not assign this Lease or sublet any part of the Property.
7. **SIGNS:** Tenant shall not place, or allow to be placed, any signs on or at the Property with the exception of signs containing the name, logo, or other identifying information directly related to City House, Inc. and/or their business operations and in conformance with the City Code of Ordinances and the City Zoning Code. Signs containing commercial advertising and marketing, political and/or religious messages are prohibited without the express written consent of the City Manager or his designee.
8. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to City in the condition required under the Contract, except normal wear and tear and any casualty loss.
9. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the City. Any improvements or fixtures placed on the Property during the Lease become the Property of City.

**10. RIGHT OF ENTRY:** City and its agents shall have a right of entry to access the Property at reasonable times, as determined in the City's sole discretion, to do the following:

- (a) Inspect the Property. Tenant shall provide City door keys and access codes to allow access to the Property during the term of Lease.
- (b) Perform repair and maintenance as required by Section 11 herein.
- (c) Perform removal of the pool, fencing and outbuildings at the discretion of the City.

**11. LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.

**12. REPAIRS AND MAINTENANCE:**

**Tenant's Responsibility:** Except as otherwise provided in this Lease, Tenant shall be responsible, at its own expense, for the following repairs and maintenance on the Property:

- (a) the interior of the Property, excluding mechanical, electrical, and plumbing items; and
- (b) any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the City, City's agents or invitees.

**City's Responsibility:** Except as otherwise provided in this Lease, City shall be responsible, at its own expense, for the following repairs and maintenance on the Property:

- (a) the exterior grounds of the Property including, but not limited to, the yard, trees and shrubs;
- (b) the exterior of the building, including but not limited to, the roof;
- (c) the mechanical, electrical and plumbing on the Property; and
- (d) any damage to the Property caused directly or indirectly by any act or omission of the City and its agents performing work at the Property.

**13. CASUALTY LOSS/LOSS OF USE:** If any part of the Property is damaged or destroyed by fire or other casualty during the effective date of this Lease, City shall have the option, in its sole discretion, to restore or repair any structures on the Property to their previous condition or to decline to rebuild or repair any damaged or destroyed structures. In the event of casualty, loss, or other event of force majeure rendering the property unusable, even temporarily, the lease shall be subject to termination upon thirty (30) days written notice at no liability or further obligation to or by either party to this Lease. An event of force majeure shall include conditions beyond a parties control such as, but not limited to, war, fires, floods, acts of God, governmental restrictions, or power failures.

**14. INDEMNITY: THE TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS,**

FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY TENANT'S OCCUPANCY AND LEASE OF THE PROPERTY OR ARISING OUT OF TENANTS RIGHTS AND RESPONSIBILITIES UNDER THIS LEASE, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE TENANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE TENANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

15. **INSURANCE:** Tenant shall acquire and maintain for the duration of the lease insurance coverage as set forth in Exhibit "2". Tenant shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract and naming the City as additional insured. Tenant shall be responsible for insuring its personal property and any contents of the building on the Property.
16. **DEFAULT:** If either party fails to perform or observe any provision of this Lease, the non-defaulting party shall immediately notify the defaulting party in writing of the event or existence of any condition which would constitute a default. Such notice shall specify the nature and period of existence thereof and what action, if any, the notifying party proposes to require with respect to curing the default.

- 17. **REMEDIES TO DEFAULT:** The defaulting party shall have thirty (30) days to cure after receiving written notice of default from the non-defaulting party. If a default shall continue after thirty (30) days notice to cure the default, the non-defaulting party, may, at its option, terminate the Lease and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide a written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within thirty (30) days following notice.
- 18. **TERMINATION:** This Lease terminates upon the expiration of the term specified in Section 3 herein, upon termination for casualty or loss of use as specified in Section 12 herein, or upon Tenant's default and failure to cure under this Lease pursuant to Sections 15 and 16 herein.
- 19. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$100 per day during the period of any possession after termination as damages, in addition to any other remedies to which City is entitled.
- 20. **SMOKE ALARMS:** The Texas Property Code requires City to install smoke alarms in certain locations within the Property at City's expense. Tenant expressly waives City's duty to inspect and repair smoke alarms.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by facsimile or electronic transmission as follows:

City of Plano  
 Attn: Amy Fortenberry  
 P. O. Box 860358  
 Plano, Texas 75086-0358

w/copy to City Attorney's Office  
 Attn: Diane Wetherbee  
 P. O. Box 860358  
 Plano, Texas 75086-0358

City House, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 22. **MISCELLANEOUS PROVISIONS:**
  - (a) This Lease embodies the complete and entire agreement between the parties hereto and may not be varied except by written agreement of such parties.
  - (b) This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, and administrators.

(c) This Lease shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

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

(e) This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) The headings used throughout this Lease have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Lease.

(g) Each party to this Lease represents and warrants that it has full power and authority to enter into and consummate this Contract.

**CITY HOUSE, INC.**

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

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

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM

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

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, (*Authorized representative*) \_\_\_\_\_ (*Title*) of **CITY HOUSE, INC.**, a Texas non-profit 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 \_\_\_\_ day of \_\_\_\_\_, 2012 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## EXHIBIT "1"

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being part of Lot 1, Block 21 of the original donation of the City of Plano (unrecorded), Collin County, Texas, said tract being part of a tract of land described in a deed to Collin Intervention to Youth, Inc. of record in Instrument No. 92-0001881, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod set for corner at the intersection of the East right-of-way line of Avenue "H" (variable width R.O.W.) with the South right-of-way line of E. 16<sup>th</sup> Street (40 foot R.O.W.) at the Northwest corner of said Collin Intervention tract;

THENCE North 89 degrees 33 minutes 13 seconds East, along the South right-of-line of said E. 16<sup>th</sup> Street, a distance of 185.83 feet to a ½ inch iron rod found for corner at the Northwest corner of a tract of land described in a deed to the City of Plano of Record in Volume 5000, Page 4435, Deed Records of said county;

THENCE South 05 degrees 29 minutes 34 seconds West, along the West line of said City of Plano tract, at 193.32 feet passing the Southwest corner thereof and the Northwest corner of a tract of land described in a deed to the City of Plano of record in Volume 5247, page 3695, Deed Records of said county, and continuing along the West line of last mentioned tract for a total distance of 244.73 feet to a ½ inch iron rod set for corner in the North line of Lot 1, Block 1, of Haggard Park Addition, an addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Volume G, Page 153, Map Records of said county;

THENCE North 88 degrees 34 minutes 42 seconds West, along the North line of said Haggard park Addition, a distance of 160.45 feet to a ½ inch iron rod set for corner at the Northwest corner thereof and being in the East right-of-way line of said Avenue "H" for which a 2" iron pipe found for reference bears South 82 degrees 48 minutes 13 seconds East, a distance of 2.35 feet;

THENCE North 00 degrees 28 minutes 44 seconds West, along the said East right-of-way line of Avenue "H", a distance of 238.19 to the PLACE OF BEGINNING and CONTAINING 0.958 of an acre of land.

## EXHIBIT "2"

### INSURANCE REQUIREMENTS

#### 1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
  - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
  - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

**2.1 Commercial General Liability.** Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10** or the equivalent.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

2.1.3.2 \$25,000 Damage to Rented Premises-Each Occurrence

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

- 3.5.1 List each insurers' NAIC Number or FEIN
- 3.5.2 List **contract number, project name/number**, name of event, location (building name, building address, etc.), date(s) of event or service being performed
- 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
- 3.5.4 Specifically list reference to all endorsements required herein
- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/12		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley x7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving reimbursement of costs associated with acquiring land that may be used for recreational purposes and/or facilities 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 checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing for reimbursement of bond funds associated with the acquisition, construction, reconstruction or renovation of a property relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
This resolution approves reimbursement of bond funds associated with the acquisition, construction, reconstruction or renovation of City House property.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving reimbursement of costs associated with acquiring land that may be used for recreational purposes and/or facilities and providing an effective date.**

WHEREAS, the City of Plano, Texas (the “Issuer”) intends to issue debt for the acquisition, construction, reconstruction or renovation of the property listed on **Exhibit A** attached hereto (the “Project”) and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$565,000.

PASSED, APPROVED AND EFFECTIVE this the 11<sup>th</sup> day of June, 2012.

CITY OF PLANO, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A

### PROPERTY DESCRIPTION

BEING a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas and being part of Lot 1, Block 21 of the original donation of the City of Plano (unrecorded), Collin County, Texas, said tract being part of a tract of land described in a deed to Collin Intervention to Youth, Inc. of record in Instrument No. 92-0001881, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod set for corner at the intersection of the East right-of-way line of Avenue "H" (variable width R.O.W.) with the South right-of-way line of E. 16th Street (40 foot R.O.W.) at the Northwest corner of said Collin Intervention tract;

THENCE North 89 degrees 33 minutes 13 seconds East, along the South right-of-line of said E. 16th Street, a distance of 185.83 feet to a ½ inch iron rod found for corner at the Northwest corner of a tract of land described in a deed to the City of Plano of Record in Volume 5000, Page 4435, Deed Records of said county;

THENCE South 05 degrees 29 minutes 34 seconds West, along the West line of said City of Plano tract, at 193.32 feet passing the Southwest corner thereof and the Northwest corner of a tract of land described in a deed to the City of Plano of record in Volume 5247, page 3695, Deed Records of said county, and continuing along the West line of last mentioned tract for a total distance of 244.73 feet to a ½ inch iron rod set for corner in the North line of Lot 1, Block 1, of Haggard Park Addition, an addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Volume G, Page 153, Map Records of said county;

THENCE North 88 degrees 34 minutes 42 seconds West, along the North line of said Haggard park Addition, a distance of 160.45 feet to a ½ inch iron rod set for corner at the Northwest corner thereof and being in the East right-of-way line of said Avenue "H" for which a 2" iron pipe found for reference bears South 82 degrees 48 minutes 13 seconds East, a distance of 2.35 feet;

THENCE North 00 degrees 28 minutes 44 seconds West, along the said East right-of-way line of Avenue "H", a distance of 238.19 to the PLACE OF BEGINNING and CONTAINING 0.958 of an acre of land.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/12		
Department:		City Secretary		
Department Head		Di Zucco		
Agenda Coordinator (include phone #): <b>Di Zucco x7551</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, repealing Resolution No. 2010-2-2(R) in its entirety with regard to the Multi-Cultural Outreach Roundtable ("Roundtable") and adopting a new resolution to re-establish the Roundtable setting forth its purpose, appointment of Co-Chairs, establishing duties and meeting guidelines, and providing for open participation to the Roundtable; 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>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Revising the Multi-Cultural Outreach Roundtable resolution relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This resolution provides for a restructuring of the Multi-Cultural Outreach Roundtable.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City of Plano, Texas, repealing Resolution No. 2010-2-2(R) in its entirety with regard to the Multi-Cultural Outreach Roundtable (“Roundtable”) and adopting a new resolution to re-establish the Roundtable setting forth its purpose, appointment of Co-Chairs, establishing duties and meeting guidelines, and providing for open participation to the Roundtable; and providing an effective date.**

**WHEREAS**, on February 8, 2010, by Resolution No. 2010-2-2(R), the City Council re-established the Multi-Cultural Outreach Roundtable (“Roundtable”) to ascertain the needs and desires of the community as can be met by local government as well as to enable persons from the City’s diverse cultures to be active participants in our governance process and to set rules for its governance; and

**WHEREAS**, Section II – Establishment and Structure of Multi-Cultural Outreach Roundtable set forth the appointment of members and meeting guidelines; and

**WHEREAS**, the City Council wishes to repeal Resolution No. 2010-2-2(R) in its entirety and adopt a new resolution to re-establish the Roundtable, setting forth its purpose, appointment of Co-Chairs, and establishing the duties, meeting schedules and membership to the Roundtable.

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

**Section I.** The City Council hereby repeals Resolution No. 2010-2-2(R) in its entirety.

**Section II.** Establishment and Structure of Multi-Cultural Outreach Roundtable. The City Council re-establishes the Multi-Cultural Outreach Roundtable (“Roundtable”). The purpose of this Roundtable is to seek input and make recommendations to the City Council on methods, practices, programs and other means by which the City of Plano can effectively serve the entire community and meet the objectives of local government. These recommendations may include, but are not limited to, making suggestions on how to more effectively increase citizen participation in City activities, improve understanding of the public governance process, and adapt or add City programs or services that will promote community inclusiveness.

The Mayor shall appoint up to five Co-Chairs to the Roundtable. There shall be no other fixed membership to the Roundtable. The Co-Chairs must be residents of the City of Plano. The remaining participants do not need to be residents of the City of Plano. The Co-Chairs’ duties are to conduct the meetings, ensure that minutes are kept for the meetings, and be primarily responsible for the reports made to the City Council. The Co-Chairs shall allow all those who wish to participate on the Roundtable the opportunity to do so. Other than the Co-Chairs, the participants of the Roundtable are not required to apply for membership through the City.

**Meetings.** Meetings may be conducted by only one Co-Chair. Co-Chairs shall strive to rotate the responsibility of conducting the meetings. The Roundtable shall meet no less frequently than each quarter and shall provide reports to the City Council of its progress and recommendations.

The meetings of the Roundtable shall be open to the public at all times and the meetings shall be conducted in accordance with Resolution No. 2002-12-1(R). Because of the unique structure of the Roundtable and that topics for future discussion are generated from feedback received from other sources, setting the agenda's topics of discussion requires the Roundtable Co-Chairs to confer and determine the topics to be included on future agendas in a manner that allows for flexibility. The Co-Chairs of the Roundtable may meet at other times for the purposes of planning agendas, gathering and evaluating information for future programs and meetings, including committee meetings without complying with Resolution No. 2002-12-1(R).

The City Manager shall designate staff to support the Roundtable.

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

**DULY PASSED AND APPROVED** this the 11th day of June, 2012.

---

**Phil Dyer, MAYOR**

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/12		
Department:		City Secretary		
Department Head		Di Zucco		
Agenda Coordinator (include phone #): <b>Di Zucco x7551</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas amending Section 10-17. Officers of Article II. Library Advisory Board of Chapter 10 Library; Section 15-22. Officers of Article II. Parks and Recreation Planning Board of Chapter 15 Parks and Recreation; and Section 2-243. Officers of Article XII. Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances to remove reference to a board secretary; and providing a repealer clause, a severability clause, and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Revising the Library/Parks/Senior Boards ordinance relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This ordinance removes reference to secretaries for the Library Advisory Board, Parks and Recreation Planning Board and Senior Citizens Advisory Board as duties are being managed by city staff.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas amending Section 10-17. Officers of Article II. Library Advisory Board of Chapter 10 Library; Section 15-22. Officers of Article II. Parks and Recreation Planning Board of Chapter 15 Parks and Recreation; and Section 2-243. Officers of Article XII. Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances to remove reference to a board secretary; and providing a repealer clause, a severability clause, and an effective date.**

**WHEREAS**, on January 13, 1986, by Ordinance No. 86-1-11, the City Council created the Library Advisory Board and provided for the appointment and duties of its officers; and

**WHEREAS**, Ordinance No. 86-1-11 was codified Section 10-17. Officers of Article II. Library Advisory Board of Chapter 10 Library of the City of Plano Code of Ordinances; and

**WHEREAS**, on January 13, 1986, by Ordinance No. 86-1-10, the City Council created the Parks and Recreation Planning Board and provided for the appointment and duties of its officers; and subsequently amended the duties by Ordinance No. 92-4-51 adopted on April 27, 1992; and

**WHEREAS**, Ordinance No. 86-1-10 and 92-4-51 were codified as Section 15-22. Officers of Article II. Parks and Recreation Planning Board of Chapter 15 Parks and Recreation of the City of Plano Code of Ordinances; and

**WHEREAS**, on December 18, 1990, by Ordinance No. 90-12-14, the City Council created the Senior Citizens Advisory Board and provided for the appointment and duties of its officers; and

**WHEREAS**, Ordinance No. 90-12-14 was codified as Section 2-243. Officers of Article XII. Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances; and

**WHEREAS**, the City Council hereby finds and determines that reference to the position of secretary should be removed from these boards as duties are being managed by city staff.

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

**Section I.** Section 10-17. Officers of Article II. Library Advisory Board of Chapter 10 Library of the City of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

“A chairperson shall be appointed by the city council from the membership for a one-year term. The board shall also have a vice chairperson elected by its members for a one-year term.”

**Section II.** Section 15-22. Officers of Article II. Parks and Recreation Planning Board of Chapter 15 Parks and Recreation of the City of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

“A chairperson shall be appointed by the city council from the membership for a one-year term. The board shall also have a vice chairperson elected by its members for a one-year term.”

**Section III.** Section 2-243. Officers of Article XII. Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

“A chairperson shall be appointed by the city council from the membership for a one-year term. The board shall also have a vice chairperson elected by its members for a one-year term.”

**Section IV.** 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 V.** 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.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of June 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/11/12		
Department:		City Secretary		
Department Head		Di Zucco		
Agenda Coordinator (include phone #): <b>Di Zucco x7551</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas deleting Section 2-162. Liaison to multi-ethnic committee of Article VII. Community Relations Commission of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>STRATEGIC PLAN GOAL:</b> Revising the Community Relations ordinance relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This ordinance removes reference to the appointment of a liaison to the Plano Independent School District's committee as it has been sunset.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas deleting Section 2-162. Liaison to multi-ethnic committee of Article VII. Community Relations Commission of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, and an effective date.**

**WHEREAS**, on January 12, 1998, by Ordinance No. 98-1-3, the City Council established the Community Relations Commission and provided for a liaison to the multi-ethnic committee of the Plano Independent School District; and

**WHEREAS**, Ordinance No. 98-1-3 was codified as Section 2-162. Liaison to multi-ethnic committee of Article VII. Community Relations Commission of the City of Plano Code of Ordinances; and

**WHEREAS**, the City Council of the City now hereby finds and determines that appointment of a liaison is no longer needed and should be deleted.

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

**Section I.** Sec. 2-162. – Liaison to multi-ethnic committee of Article VII. Community Relations Commission is hereby deleted in its entirety.

**Section II.** All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of the 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 the ordinance, shall remain in full force and effect.

**Section III.** 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.

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

**DULY PASSED AND APPROVED** this the 11th day of June, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/11/12		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey, ext. 7156</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Tabled 5/29/12.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
On May 29, 2012, City Council tabled this zoning case at the applicant's request to the June 11, 2012 meeting. This item must be removed from the table.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
P&Z Followup Memo		Planning & Zoning Commission		
2nd Vice Chair Report				
Staff Writeup and Maps				
Ordinance				

**DATE:** May 8, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 7, 2012

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2012-05  
APPLICANT: RACETRAC**

Request to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road **from** Agricultural **to** Planned Development-Retail. Zoned Agricultural. Tabled March 5, 2012, March 19, 2012, and April 2, 2012.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 2

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

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

**STIPULATIONS:**

Recommended for approval as follows:

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

EH/dw

xc: Jolly Tucker, Meader-Hale, Ltd.  
Kevin Weir, Spiars Engineering

**Recommendation of the Planning & Zoning Commission**  
**Zoning Case 2012-05**  
**May 7, 2012 Meeting**  
**Second Vice Chairman's Report**

**Agenda Item No. 6A – Public Hearing**

**Zoning Case 2012-05** – Request to rezone 3.6 acres located at the northwest corner of Parker Road and Jupiter Road from Agricultural to Planned Development Retail. This case had been tabled at three prior meetings (March 5, 2012, March 19, 2012 and April 2, 2012).

**Applicant:** RaceTrac

**Staff Recommendation:** Recommended for denial for the following reasons:

1. Request is not in conformance with the Future Land Use Plan.
2. Plano, as well as this specific area, currently has an overabundance of Retail (R) zoned property.
3. Rezoning small individual parcels (less than 5 acres) or the creation of a PD in order to amend two development standards should be avoided. The City's policy has always been to have appropriately sized, contiguously zoned properties to provide for compatible land uses and development standards as opposed to "spot zoning".
4. Request proposes a use that is prohibited by the residential adjacency standards when adjacent to residential zoned property.

**Commission Action: APPROVED 6-0.**

The motion was made to approve the rezoning request by Commissioner Downs and seconded by Commissioner Smith. Chairman Caso, First Vice Chair Hazelbaker and Commissioners Cargo and Coleman were also in support of motion. Second Vice Chair Balda and Commissioner Dry were absent.

**Additional Comments:** Commissioners also provided the following comments:

- Commissioners felt like there is a need for this use on the east side of Plano.
- The aesthetics of the building and landscaping are appealing.
- Good use for this unique site configuration.
- Liked the fact that this is a "user" and not speculative zoning which occurred on the southwest corner of this same intersection.
- Would still like to see the adjacent property try to work out the access issues between the properties.
- Consider removing the requirement of building a masonry screening wall between the properties in order not to deter connectivity in the future.

Respectfully submitted,



Fred J. Balda  
Second Vice Chair  
Plano & Zoning Commission

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 7, 2012

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2012-05

**Applicant:** RaceTrac

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**DESCRIPTION:**

Request to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road **from** Agricultural **to** Planned Development-Retail. Zoned Agricultural. Tabled March 5, 2012, March 19, 2012, and April 2, 2012.

**REMARKS:**

This item was tabled at the April 2, 2012, Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to rezone an undeveloped 3.6± acre tract from Agricultural (A) to Planned Development-Retail (PD-R) zoning. This tract was created when the rights-of-way for the Jupiter Road and Parker Road intersection was realigned.

The subject property is currently undeveloped. The existing A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development.

The requested zoning is PD-R. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The PD district requested proposes the following but is not limited to: exempting the subject property from the minimum distance separation requirements pertaining to fuel dispensing facilities from residential zoning districts, and reduced landscape edge requirements.

**Surrounding Land Use and Zoning**

The property to the west and north of this tract is zoned A, and is partially developed as single-family residences and a farm. To the east, across Jupiter Road, the property is

undeveloped, and was recently rezoned to Patio Home for future single-family residences. To the south, across Parker Road, the property is zoned R and is partially developed as a convenience store with gas pumps.

### **Proposed Planned Development Stipulations**

The requested zoning is PD-R. The purpose for the PD is to exempt the proposed convenience store with gas pumps use from Subsection 3.1504 (Residential Adjacency Standards) of Section 3.1500 (Residential Adjacency Standards (RAS)) of Article 3 (Supplementary Regulations) which prohibits fuel dispensing facilities from locating within 150 feet of a residential zoning district. Additionally, the applicant is requesting a five-foot landscape edge along public rights-of-way instead of the current 15-foot landscape edge requirement.

The requested PD is as follows:

#### **Restrictions:**

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan primarily designates this property as Residential, with Neighborhood Commercial (NC) at the intersection of Parker Road and Jupiter Road. NC centers are located at the intersections of major arterial streets. One or two corners may develop with commercial uses at intersections designated as a neighborhood commercial center on the Land Use Plan, based on the size and population of the service area. The southwest corner of the intersection is zoned R, and is partially developed as a convenience store with gas pumps, with 8.7± acres of additional undeveloped land. Given the large amount of undeveloped R zoned property immediately to the south of the subject property, it would not be appropriate to rezone additional land for R uses. This request is not in conformance with the Future Land Use Plan.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available via extensions of existing services from Parker Road and Jupiter Road.

#### **ISSUES:**

##### **Rezoning Land for Retail Use**

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address

underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning.

The requested change in zoning would add additional retail development to the area. To the south of the subject property, across Parker Road, is existing R zoned property that is mostly undeveloped. This property was zoned R in 1980. A convenience store with gas pumps is the only development on the site; however, some public improvements are already in place which would allow for a future retail development, including the possibility for an additional convenience store with gas pumps. The additional requested R zoning would further increase the overabundance of R zoning in Plano.

### **Rezoning Smaller Parcels for Individual Uses**

The applicant is requesting to rezone 3.6± acres to accommodate the proposed convenience store with gas pumps. The creation of smaller, individually zoned properties is generally not encouraged. Historically, it has not been the city's policy to rezone smaller, individual parcels to accommodate one user. Additionally, "spot zoning" should be discouraged.

The Comprehensive Plan defines a neighborhood commercial center as having 10-15 acres in size. If the Commission believes that additional R zoning is appropriate for this location, then additional property should be included within the zoning request so that a larger retail center could be accommodated at this location. The addition of more contiguous acres of commercial zoned property would provide opportunities for additional retail and restaurant uses in the area, and would also provide a buffer for the proposed convenience store with gas pumps so that it could comply with residential adjacency setback requirements.

### **Residential Adjacency Standards**

Residential adjacency standards were created in 1999 to preserve and protect the integrity, enjoyment, and property values of residential neighborhoods through the establishment of standards for certain nonresidential uses that may impact surrounding residential land uses. The adjacent A zoning is a residential zoning district, and there are a few existing residences to the west of the subject property. Additionally, the farm land to the north of the subject property is designated as residential on the Future Land Use Plan and is expected to develop as single-family residences. The addition of a fuel dispensing facility immediately adjacent to a residential zoning district could create unwanted noise, odors, or activities that would be contrary to the purpose and intent of the residential adjacency standards.

In most commercial zoning districts in the city, such as the property at the southwest corner of Jupiter Road and Parker Road, fuel dispensing facilities are located on parcels adjacent to major streets and are buffered by additional commercial zoned property. These larger parcels of contiguous commercially zoned properties allow for car wash and fuel dispensing facilities to locate on parcels which meet the minimum residential adjacency setback requirements. Though there are some instances where fuel dispensing facilities are adjacent to residential zoning districts, since the institution of

the residential adjacency standards, these regulations have been consistently enforced throughout the city.

Additionally, Subsection 3.1504 provides the Planning & Zoning Commission the ability to require wing walls, landscape screens, and/or other design elements to screen and minimize the impact of fuel dispensing facilities that are within 300 feet but greater than 150 feet of a residential district. However, Subsection 3.1504 does not provide the Commission the opportunity to require any additional design elements or screening if a convenience store with gas pumps is allowed within the 150-foot setback. If the requested zoning is approved, the applicant would only be required to provide a six-foot masonry screening wall at the rear of their property.

### **Purpose of Planned Developments**

The purpose of a planned development district is to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. PDs are typically created to allow for specific development conditions to occur in order to provide flexibility to modify building placement, allow uses not already permitted within the base zoning district, and vary other development standards. The city has not encouraged the creation of PDs to amend a small number of uses, setbacks, or standards.

The applicant is requesting PD zoning in order to remove the setback from residential zoning for fuel dispensing facilities as required by the Residential Adjacency Standards, and to reduce the landscape edge from 15 feet to five feet. The reduction in landscape edge will allow the applicant to provide a larger building footprint and a larger canopy area with more pump islands. It is possible for the applicant to design the site so that it complies with the required landscape edge and still provide sufficient area for building, pump islands, and parking; however, the applicant's desire is to have a larger development similar in size to its other locations within Plano. Staff is concerned that this proposed development is too large for the 3.6± acre tract, and is not in support of reducing the landscape edge from 15 feet to five feet.

Subsection 4.104 (Minimum District Size) of Section 4.100 (Planned Development District (PD)) of Article 4 (Special District Regulations) of the Zoning Ordinance states that "no PD district may be established smaller than five acres unless a specific finding is made by the City Council that the establishment of the district is required to implement the Comprehensive Plan or related study." PDs often will encompass larger parcels of land in order to accommodate more comprehensive developments, such as Legacy Town Center (PD-65) and Haggar Square (PD-20). This 3.6± acre tract is significantly less than the five acre minimum and the PD request does not further the goals of, nor is necessary to implement the Comprehensive Plan or related study. Staff believes that this site is not appropriate for PD zoning.

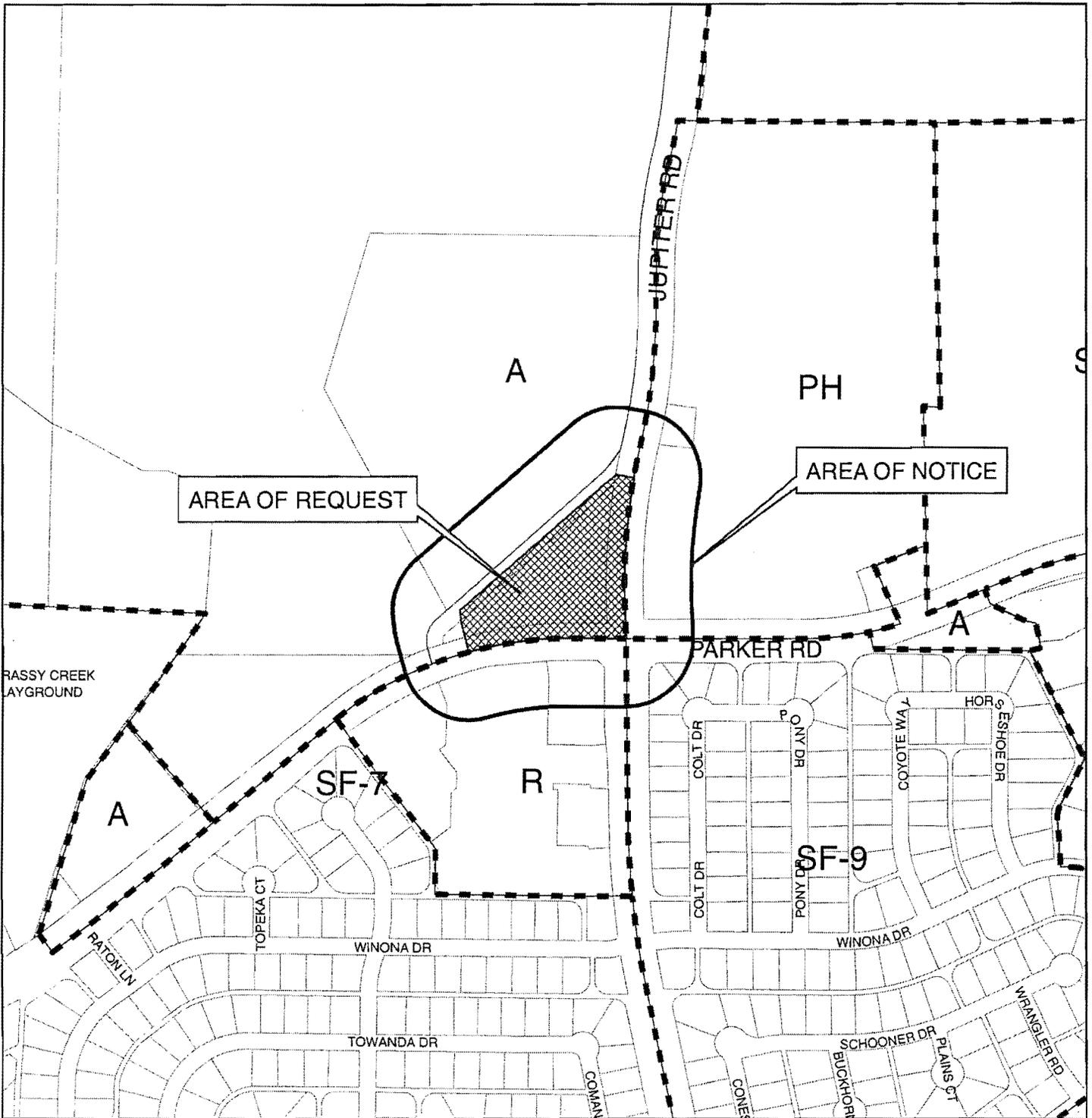
### **Summary**

The applicant is requesting to rezone an undeveloped 3.6± acre tract at the northwest corner of Parker Road and Jupiter Road from A to PD-R. Due to the existing amount of undeveloped R zoned property to the south of the subject property, this request is not in

conformance with the Future Land Use Plan. Plano currently has an overabundance of R zoned property, and the creation of more commercial zoning in an area with 8.7± acres of existing undeveloped R zoned property should be avoided. Staff does not support the rezoning of small individual parcels or the creation of a PD district in order to amend two development standards. The city's policy has always been to have appropriately sized contiguously zoned properties to provide for compatible land uses, and to have zoning districts with consistent development standards. Furthermore, the residential adjacency standards have been applied consistently throughout the city and staff is not in support of allowing a use which is prohibited by the standards, immediately adjacent to a residential zoning district. For these reasons, staff is not in support of this zoning request.

**RECOMMENDATION:**

Recommended for denial.



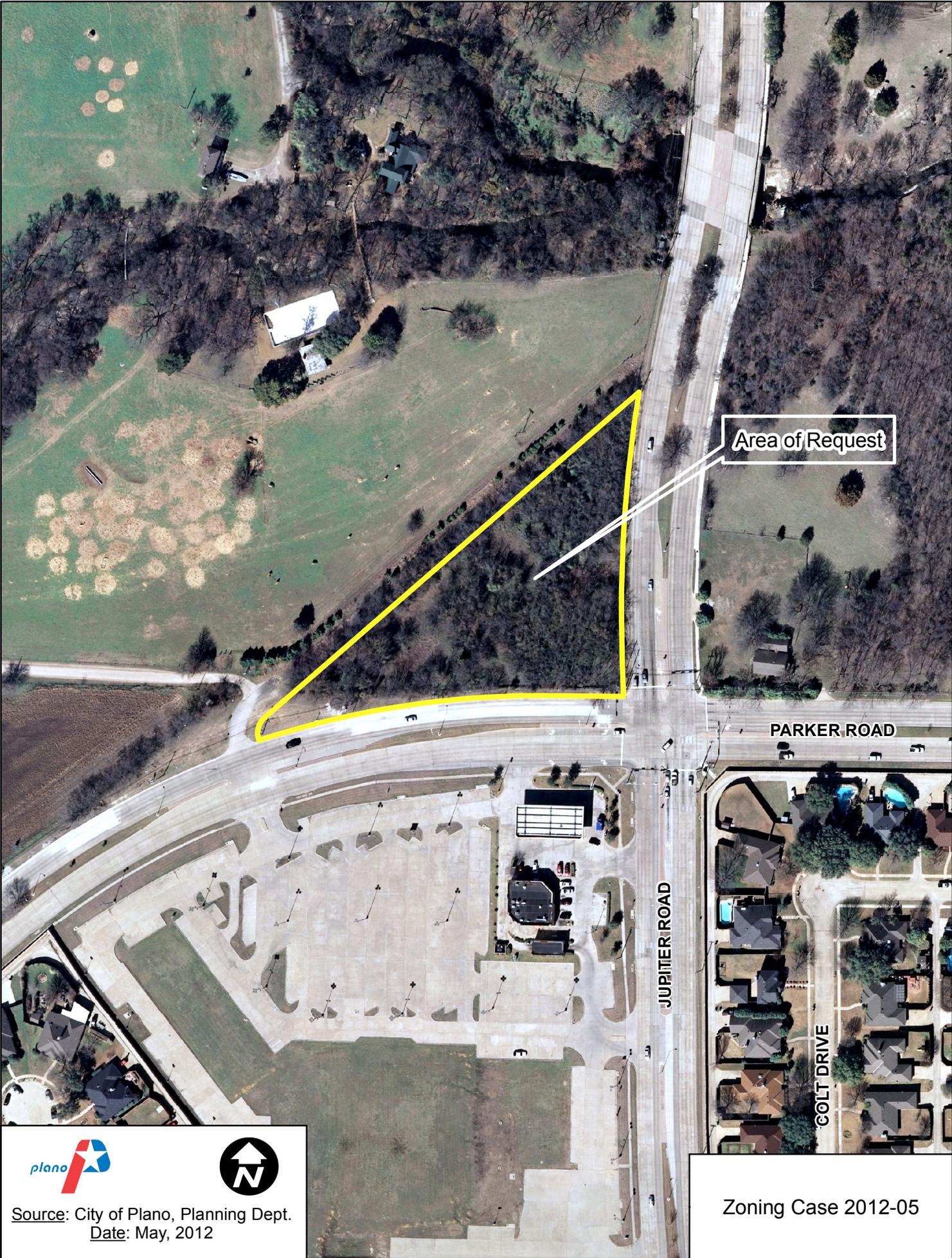
Zoning Case #: 2012-05

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer





Area of Request

PARKER ROAD

JUPITER ROAD

COLT DRIVE



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

Zoning Case 2012-05



## Zoning Case 2012-05

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 29th day of May 2012, for the purpose of considering rezoning 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; 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 11th day of June, 2012; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail, 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:

Restrictions:

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

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

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

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

**Section VI.** Any 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 11TH DAY OF JUNE, 2012.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-05

BEING all that certain lot, tract, or parcel of land situated in the J.M. Salmons Survey, Abstract No. 815, and being a part of a called 168.55 acre tract described in deed to Meaders-Hale Ltd., recorded in Document No. 99-0001562 of the Deed Records, Collin County, Texas (DRCCT), and being all of that certain tract described as a 0.425 acre tract described in a quitclaim deed (Exhibit "B") to Abbie Lou Meaders, recorded in Volume 3007, Page 452 (DRCCT), and including a portion of the rights-of-way of Jupiter Road and Parker Road, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found on the west line of Jupiter Road (a public, 110-foot right-of-way) for the northeast corner of said 0.425 acre tract, and being a southeast corner of that certain tract conveyed to the Todd Andrew Moore-Jonathan Allen Moore Family Limited Partnership, Ltd., recorded in Document No. 97-17326 (DRCCT);

THENCE South, 79° 40' 35" east, 55.00 feet to the approximate centerline of Jupiter Road;

THENCE along an arc to the left, with a radius of 1,800.00 feet, a central angle of 12° 28' 40", an arc length of 392.00 feet, whose long chord bears South, 04° 05' 05" West, 391.23 feet;

THENCE South, 02° 09' 15" East, 88.90 feet to the intersection of said centerline with the approximate centerline of Parker Road;

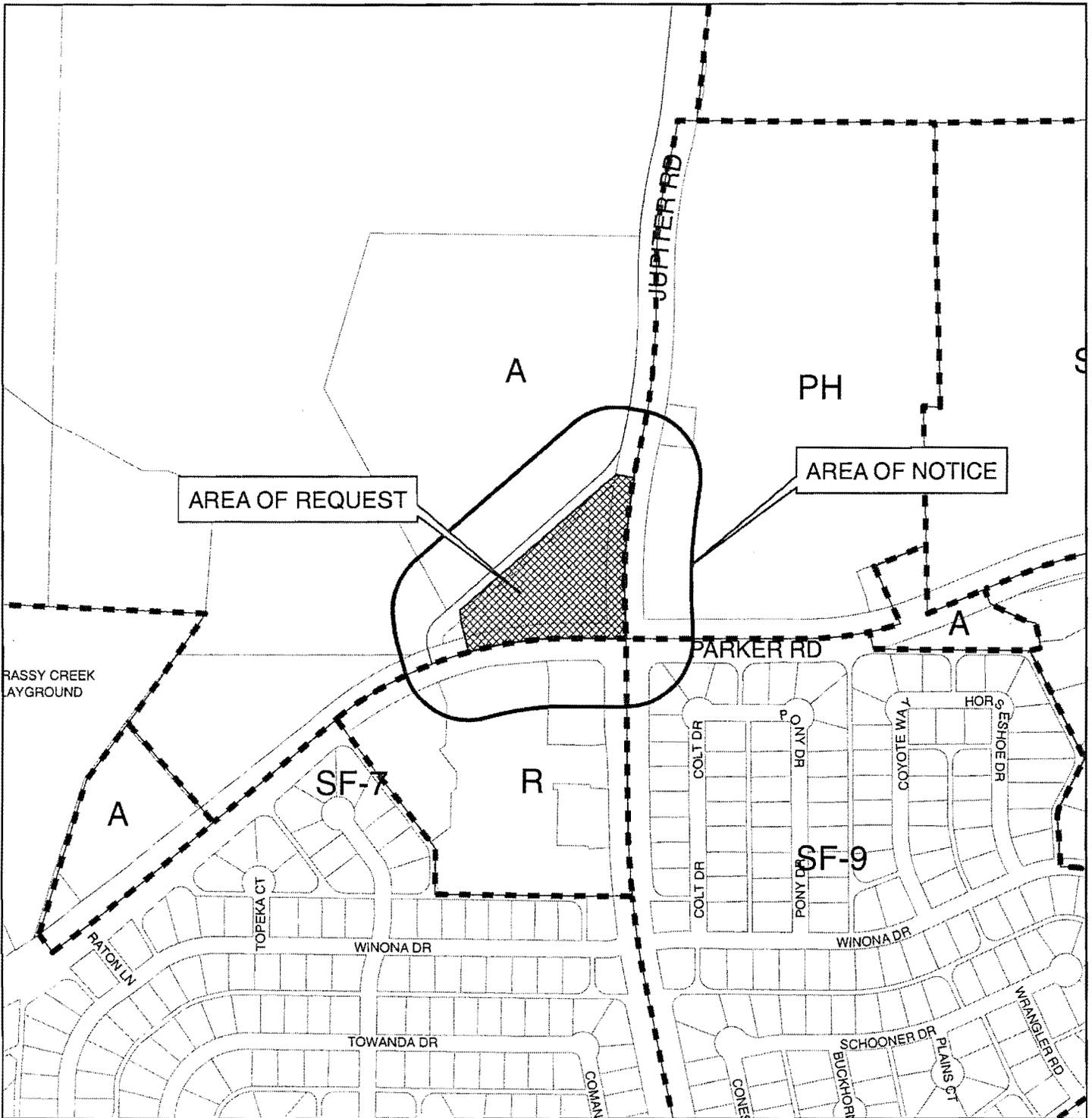
THENCE North, 89° 24' 53" West, 163.12 feet along said centerline;

THENCE along an arc to the left, with a radius of 1,150.92 feet, a central angle of 15° 46' 36", an arc length of 316.91 feet, whose long chord bears South, 82° 41' 49" West, 315.91 feet;

THENCE North, 15° 11' 28" West, 86.62 feet departing said centerline to the intersection of said 0.425 acre tract and said 168.55 acre tract, and being in the abandoned right-of-way of Old Jupiter Road;

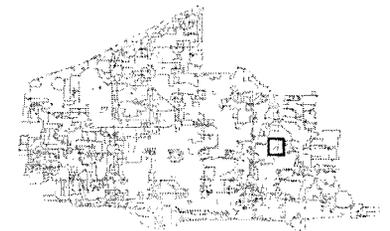
THENCE North 06° 41' 23" West, 39.89 feet across the aforementioned old right-of-way to the northwest corner of said 0.425 acre tract and for a southerly corner of said Moore tract;

THENCE along the common line between said 0.425 acre tract and said Moore tract, North, 49° 18' 37" East, 171.90 feet, and North 49° 39' 02" East, 451.21 feet to the POINT OF BEGINNING, and CONTAINING 154,851 square feet, or 3.555 acres of land.



Zoning Case #: 2012-05

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer



