

CITY COUNCIL

1520 AVENUE K



DATE: 6/24/2013

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Girl Scout Daisy Troop 3460
Harrington Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>SPECIAL RECOGNITION: Children's Medical Center is celebrating its 100th Anniversary</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>June 10, 2013</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2013-219-C for annual contracts with three (3) City optional one (1) year renewals for Temporary Labor Services for Public Works, Environmental Waste Services Division, to Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc. and to Lone Star Temps Services, Inc., for the initial contract period in the estimated combined amount of \$645,351 and the subsequent renewals in the estimated annual amount of \$520,351 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2013-278-B for J Place Sanitary Sewer Lift Station Replacement to Crescent Constructors, Inc. in the amount of \$726,002 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2013-216-C for an annual contract with three (3) City optional one (1) year renewals for Concrete Mix for Public Works, to Lattimore Materials Corp., for the initial contract period in the estimated amount of \$800,000 and the subsequent renewals in the estimated annual amount of \$600,000 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2013-242-B for the Arterial Concrete Pavement Rehab Independence Parkway–Spring Creek Parkway to SH 121, Project No. 6320 to Jerusalem Corporation in the amount of \$966,291 and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2013-250-B for Russell Creek Park Drainage Improvements to VA Construction, Inc. in the amount of \$77,202 and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2013-161-B for the purchase of Steel Signal Pole Assemblies to be utilized by Traffic Signals Department to Sanpec, Inc. in the amount of \$57,520 and authorizing the City Manager to execute all necessary documents.	
(h)	Bid No. 2013-229-C for an annual contract with three (3) City optional renewals for Water Line Repair Parts for the Inventory Control and Asset Disposal (ICAD) Department, to be utilized by the Public Works Department, to Fortiline, Inc. in the estimated annual amount of \$105,831 and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	To approve the purchase of two (2) Lifepak 15 defibrillators and related accessories for use by the Fire Department from Physio-Control, Inc. in the amount not to exceed \$72,943 through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2) and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>Approval of Contract Modification</p> <p>To approve and authorize the First Modification of Contract by and between City of Plano and Scientel Wireless, LLC for the purchase of additional installation services in the amount of \$90,000 from Scientel Wireless, LLC. This modification will provide for the removal of 37 previously installed poles and the installation of 140 new poles. (City of Plano Tracking Number 2011-115-B).</p>	
(k)	<p>Approval of Expenditure</p> <p>To approve the purchase of 140 decorative light poles from The Lighting Alliance, the authorized reseller of the sole source manufacturer, Acuity Brands Lighting, in the amount of \$450,100 through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A) and authorizing the City Manager to execute all necessary documents.</p>	
(l)	<p><u>Adoption of Resolutions</u></p> <p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between ReachLocal, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of an Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for the acquisition of right of way for the Shiloh Rail Station on the Cotton Belt Railway; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To approve the terms and conditions of Amendment No. 1 to the Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for bicycle, pedestrian and vehicular improvements on 15th Street from Avenue G to Chisholm Trail; authorizing its execution by the City Manager; and providing an effective date.</p>	
(o)	<p>To designate the name of White Rock Creek Community Park Site as Windhaven Meadows Park and providing an effective date.</p>	
(p)	<p>To repeal and replace Resolution No. 2001-7-15(R) regarding revised rates of fare for taxicabs and limousines operating within the City of Plano, Texas; and providing an effective date.</p>	
(q)	<p><u>Adoption of Ordinances</u></p> <p>To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on Ashmill Drive from Bishop Road to Dallas Parkway, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To approve and adopt Rate Schedule "RRM-Rate Review Mechanism" for Atmos Energy Corporation, Mid-Tex Division to be in force in the City for a period of time as specified in the rate schedule; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and ACSC legal counsel.	
(s)	To repeal Ordinance No. 98-5-8 establishing a program entitled "Plano Reaching Out" and a fund of the same name for the public purpose of funding local social service agencies; and providing an effective date.	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 135 for tax abatement, consisting of a 14.233 acre tract of land located in the M. Taylor Survey, Abstract No. 897, in the City of Plano, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.	
(2)	Consideration of a Resolution to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, ReachLocal, Inc., and EPC-IBP 16, LLC providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend Planned Development-207-Retail on 119.9± acres of land located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements; 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: David Hicks Company</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/24/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: Children's Medical Center is celebrating its 100 th Anniversary				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 10, 2013**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 6:00 p.m., Monday, June 10, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:47 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion:

No items were brought forward.

Council Appointments to Various Committees and Organizations

Mayor LaRosiliere read the following into the record.

- Animal Shelter Advisory Committee – Jim Duggan and Place 8
- The Arts Center of North Texas – Mayor Harry LaRosiliere
- Board of Adjustment – André Davidson and Jim Duggan
- Building Standards Commission – Jim Duggan and Place 8
- Civil Service Commission - City Manager Bruce D. Glasscock
- Collin County Appraisal District Board – Pat Miner and Place 8
- Community Relations Commission – André Davidson and Place 8
- Cultural Affairs Commission – Pat Miner and André Davidson

- DART Board of Directors – Faye Moses Wilkins and Paul Wageman
- Heritage Commission – Pat Miner and Place 8
- Library Advisory Board – Deputy Mayor Pro Tem Ben Harris and Patrick Gallagher
- North Texas Municipal Water District Board – Mayor Pro Tem Lissa Smith and Patrick Gallagher
- Parks and Recreation Planning Board – Deputy Mayor Pro Tem Ben Harris and Pat Miner
- Photographic Traffic Signal Advisory Committee – Patrick Gallagher and Place 8
- Planning and Zoning Commission – Jim Duggan and Patrick Gallagher
- Plano Housing Authority – Deputy Mayor Pro Tem Ben Harris and Jim Duggan
- Retirement Security Plan Committee – City Manager Bruce D. Glasscock
- Self Sufficiency Committee – Deputy Mayor Pro Tem Ben Harris and Patrick Gallagher
- Senior Citizens Advisory Board – André Davidson and Place 8
- Tax Increment Financing Reinvestment Zone No. 2 Board – Deputy Mayor Pro Tem Ben Harris and Pat Miner
- The Arts Center of North Texas Mayors Committee – Mayor LaRosiliere
- Collin County Mayors Committee – Mayor LaRosiliere
- Council Legislative Committee – Mayor, Mayor Pro Tem and Deputy Mayor Pro Tem
- Texas Clean Air Cities Coalition –
- Dallas Regional Mobility Coalition – Mayor Pro Tem Lissa Smith
- Designation of Official North Central Texas Council of Governments Voting Representative - Mayor LaRosiliere
- Metroplex Mayors Committee - Mayor LaRosiliere
- North Texas Commission – Mayor LaRosiliere and Mayor Pro Tem Lissa Smith
- North Texas Housing Coalition – Deputy Mayor Pro Tem Ben Harris
- Plano Health Facilities Development Corporation – Mayor LaRosiliere, Pat Miner and André Davidson
- Regional Committee on Child Predator Legislation – Patrick Gallagher
- Regional Transportation Council – NCTCOG – Mayor Pro Tem Lissa Smith
- Board and Commission Review Committee – Mayor Pro Tem Lissa Smith and Deputy Mayor Pro Tem Ben Harris
- Community Finance – Jim Duggan and Patrick Gallagher
- Joint PISD/Council Committee – Mayor Pro Tem Lissa Smith and André Davidson
- Multi-Cultural Outreach Roundtable – André Davidson

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Council Member Dunlap requested that Consent Agenda Items “C,” Bid No. 2013-228-B for the 2012-2013 Residential Sidewalk Project Zone P7, Project No. 6301 to Jim Bowman Construction Co., LP, in the amount of \$349,640; and “D,” Bid No. 2013-231-B for 14th Street – E Avenue to F Avenue to Jim Bowman Construction Co., LP in the amount of \$362,668 be removed for individual consideration due to possible conflicts of interest.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:54 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
June 10, 2013

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 10, 2013, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Assistant Pastor Kelvin Foley of Prestonwood Baptist Church led the invocation and the Plano Chapter of the Sons of the American Revolution posted the colors and led the Pledge of Allegiance.

Mayor LaRosiliere administered an oath of office to incoming board member John H. Bock, III (Multicultural Outreach Roundtable). Mayor LaRosiliere recognized Chetan Reddy for his top ten placement at the National Spelling Bee.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT

Council Member Dunlap requested that Consent Agenda Items “C” and “D” be removed for individual consideration due to possible conflicts of interest.

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

Approval of Minutes (Consent Agenda Item “A”)
May 28, 2013 Approved

Approval of Expenditures

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

Bid No. 2013-213-B for the purchase of one (1) emergency generator from Groves Electrical Service, Inc., in the amount of \$69,958 for Fleet Services and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2013-238-B for the Pavement Rehab – Plano Parkway, Old Orchard Drive, Maumelle Drive and Hearst Castle Way, Project No. 6240 to Jerusalem Corporation, in the amount of \$1,552,699 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2013-206-C for a one (1) year contract with three (3) City optional renewals to purchase ammunition for the Police Department from Bailey's House of Guns, Inc. in an estimated annual amount of \$94,226 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

RFP No. 2013-226-C for a one (1) year contract with four (4) City optional renewals for Technical Consultant for JD Edwards EnterpriseOne ERP System to Remote Services Inc., in the estimated annual amount of \$99,600 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Purchase from an Existing Contract

To approve the purchase of two (2) Peterbilt Chassis from Rush Truck Center, in the amount of \$197,500 and two (2) Vac-Con Jet Truck Bodies from Vac-Con Inc., in the amount of \$422,095 totaling \$619,595 for the Fleet Department, to be utilized by Utility District #3, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10 & 347-10) (Consent Agenda Item “H”)

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

To approve a contract made and entered into by and between the City of Plano and Frank Phillips, the Elections Administrator of Denton County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 11, 2013 Joint General and Special Elections in the amount of \$4,952. (Consent Agenda Item “I”)

Reimbursement of Oversize Participation

To approve and authorize reimbursement to TOG Development I, LLC, for oversize participation for public improvements associated with the construction of Oceanview Drive in the amount of \$58,652. (Consent Agenda Item “J”)

Approval of Expenditure

To approve of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$250,000 from Baker & Taylor for purchase of various library materials including books, compact disks, books-on-CD and DVDs. These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

Adoption of Resolutions

Resolution No. 2013-6-1(R): To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City’s matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that the Rowlett Creek Greenbelt Addition will be dedicated for public park and recreational uses; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2013-6-2(R): To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City’s matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that the Three Cities Trail Connection will be dedicated for public park and recreational uses; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2013-6-3(R): To approve the dedication of a 0.647 acre tract of land owned by the City of Plano, Texas designated as park property but not yet utilized as park for dedication as a public right-of-way adjacent to Oak Point Park and Nature Preserve, said tract being situated in the A.M. Hetfield Survey, Abstract No. 432; and providing an effective date (Consent Agenda Item “N”)

Adoption of Ordinances

Ordinance No. 2013-6-4: To amend certain sections of Ordinance No. 2003-8-8 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to revise the fee schedule for unreturned and overdue materials, and to establish charges for interlibrary loan materials and non-resident library cards; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “O”)

END OF CONSENT

Council Member Dunlap stepped down from the bench on the following two items which were considered concurrently.

Bid No. 2013-228-B for the 2012-2013 Residential Sidewalk Project Zone P7, Project No. 6301 to Jim Bowman Construction Co., LP, in the amount of \$349,640 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2013-231-B for 14th Street – E Avenue to F Avenue to Jim Bowman Construction Co., LP in the amount of \$362,668 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 7-0 to approve Bid No. 2013-228-B for the 2012-2013 Residential Sidewalk Project Zone P7, Project No. 6301 to Jim Bowman Construction Co., LP, in the amount of \$349,640 and Bid No. 2013-231-B for 14th Street – E Avenue to F Avenue to Jim Bowman Construction Co., LP in the amount of \$362,668.

Council Member Dunlap resumed his seat at the bench.

Public Hearing and adoption of Ordinance No. 2013-6-5 as requested in Zoning Case 2013-10 to amend an Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to expand Specific Use Permit No. 53 for the additional use of Private Club and Specific Use Permit No. 463 for the additional use of Arcade on 1.2± acres of land located on the north side of Parker Road, 183± feet east of Alma Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-69-Retail with Specific Use Permit No. 53 for Private Club and Specific Use Permit No. 463 for Arcade; 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: Bryan Capps (Regular Agenda No. 1)

Ordinance No. 2013-6-5 (cont'd)

Director of Planning Jarrell advised that the applicant intends to build a new restaurant building with a larger and different footprint than the previous one and therefor is requesting to expand the existing specific use permits to match the boundaries. She advised that the Planning and Zoning Commission recommended approval of the request as submitted and responded to Council Member Davidson that through use of on- and off-site agreements, parking is sufficient.

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

Upon a motion made by Council Member Duggan and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City to expand Specific Use Permit No. 53 for the additional use of Private Club and Specific Use Permit No. 463 for the additional use of Arcade on 1.2± acres of land located on the north side of Parker Road, 183± feet east of Alma Drive, in the City of Plano as requested in Zoning Case 2013-10 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2013-6-5.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:15 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6-24-2013			
Department:		Public Works, Environmental Waste Services			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
Bid No. 2013-219-C for annual contracts with three City optional one (1) year renewals for Temporary Labor Services for Public Works, Environmental Waste Services, to Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc. and to Lone Star Temps Services, Inc., for the initial contract period in the estimated combined amount of \$645,351 and the subsequent renewals in the estimated annual amount of \$520,351, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13; 2013-14; 2014-15; 2015-16; 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	594,844	2,081,404	2,676,248
Encumbered/Expended Amount		0	-464,869	0	-464,869
This Item		0	-125,000	-2,081,404	-2,206,404
BALANCE		0	4,975	0	4,975
FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
COMMENTS: This item approves price quotes for temporary labor. The estimated FY 2012-13 expenditure for temporary labor to be purchased from this contract for the remainder of FY 2012-13 is \$125,000. Future expenditures will be made by the Public Works, Environmental Wastes Services Division within the annual approved budget appropriations, at an estimated annual expenditure of \$520,351 for fiscal years 2013-14, 2014-15, 2015-16 and 2016-17.					
STRATEGIC PLAN GOAL: Contracts for temporary labor relates to the strategic goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
The Public Works, Environmental Waste Services Division, recommends award of the 2013-219-C Temporary Labor Services bid to Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc. and to Lone Star Temps Services, Inc. for annual contracts with the initial term through September 30, 2014 and with three (3) City optional one (1) year renewals, for the initial contract period in the estimated combined amount of \$645,351 and the subsequent renewals in the estimated combined annual amount of \$520,351.					



CITY OF PLANO COUNCIL AGENDA ITEM

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

To: Nancy Corwin
Buyer
Purchasing Division

From: Steve Funk
Environmental Waste Services Superintendent

Date: June 4, 2013

Re: Temporary Labor Services Waste Collection –Contracts

Based on the bid evaluation for 2013-219-C - Temporary Labor Services Waste Collection, the Environmental Waste Services' Department has reviewed the bids and recommends the bid be awarded to the following two bidders.

1. Labor Ready Central, Inc. a subsidiary of True Blue, Inc. (\$11.79)
2. Lone Star Temp Services (\$11.98)

This will establish two temporary labor contractors for the department to utilize during periods of volume increase or when one contractor cannot meet the number of laborers required on a daily basis. The Department will monitor the usage of the contracts to ensure the department needs are met on a consistent basis.

Impact of not awarding this contract will result in a reduction of the level of customer service provided by EWS. Plano residents high expectations for landscape and bulky collection services will be negatively impacted resulting in decreased customer satisfaction.

The contract term will be from the date executed through September 30, 2014 with three (3) City optional one (1) year renewals. The combined estimated expenditure for the initial contract period is \$645,351 and the subsequent renewals combined estimated annual expenditure is \$520,351.

CITY OF PLANO
Bid NO. 2013-219-C
Temporary Labor Services
Bid Recap

Bid opening Date/Time: May 17, 2013 @ 10:00 AM

Number of Vendors Notified: 923

Vendors Submitting "No Bids": 0

Number of Bids Considered: 2

Price per hour

Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc.	\$11.79 per hour
Lone Star Temps Services, Inc.	\$11.98 per hour

Price per overtime hour

Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc.	\$17.69 price per overtime hour
Lone Star Temps Services, Inc.	\$17.98 price per overtime hour

Recommended Vendor(s):

Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc.

Lone Star Temps Services, Inc.

Nancy Corwin

May 17, 2013



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/24/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonke 7198		Project No. 6232
CAPTION				
Award of Bid No. 2013-278-B for J Place Sanitary Sewer Lift Station Replacement to Crescent Constructors, Inc. in the amount of \$726,002 and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		36,600	802,153	0
Encumbered/Expended Amount		-36,600	-54,693	0
This Item		0	-726,002	0
BALANCE		0	21,458	0
FUND(S): SEWER CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$726,002, will leave a current year balance of \$21,458 for the J Place Lift Station project.</p> <p>STRATEGIC PLAN GOAL: Replacing sanitary sewer infrastructure nearing the end of its useful life relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the award of the alternate bid for green cement to Crescent Constructors, Inc. in the amount of \$726,002.00, be accepted as the lowest responsible bid conditioned upon timely execution of all necessary contract documents.</p> <p>The second vendor being recommended is Red River Construction Co. in the amount of \$854,429.00. Engineers estimate was \$700,000.00.</p> <p>This project includes replacement of package lift station on J Place, west of K Avenue, south of Plano Parkway.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Recap			N/A	

J PLACE LIFT STATION

PROJECT No. 6232



CITY OF PLANO
ENGINEERING DEPT.



CITY OF PLANO

**BID NO. 2013-278-B
J PLACE SANITARY SEWER LIFT STATION REPLACEMENT –
PROJECT NO. 6232
BID RECAP**

Bid opening Date/Time: June 10, 2013 @ 2:00 PM

Number of Vendors Notified: 9,311

Vendors Submitting “No Bids”: 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted: 2

	Total Base <u>Bid</u>	Total Alt. <u>Bid</u>
CRESCENT CONSTRUCTORS, INC.	\$726,002.00	\$726,002.00
RED RIVER CONSTRUCTION CO.	\$854,429.00	\$854,429.00

Recommended Vendor:

CRESCENT CONSTRUCTORS, INC.	\$726,002.00	\$726,002.00
------------------------------------	---------------------	---------------------

Perry Neeley

June 11, 2013

Perry Neeley, Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6-24-2013			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
Bid No. 2013-216-C for an annual contract with three (3) City optional one (1) year renewals for Concrete Mix for Public Works, to Lattimore Materials Corp., for the initial contract period in the estimated amount of \$800,000 and the subsequent renewals in the estimated annual amount of \$600,000, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13; 2013-14; 2014-15; 2015-16; 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	802,543	2,400,000	3,202,543
Encumbered/Expended Amount		0	-441,551	0	-441,551
This Item		0	-200,000	-2,400,000	-2,600,000
BALANCE		0	160,992	0	160,992
FUND(S): GENERAL FUND, WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND, CAPITAL RESERVE FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Streets, Drainage, Utility Cut Operations and Capital Reserve cost centers based on need within the approved budget appropriations for each year of the contract. The estimated expenditure for concrete to be purchased from this contract for the remainder of FY 2012-13 is \$200,000. Future annual concrete expenditures will be made within the annually approved budget appropriations at an estimated annual expenditure of \$600,000 per year for fiscal years 2013-14, 2014-15, 2015-16 and 2016-17.</p> <p>STRATEGIC PLAN GOAL: Concrete purchasing contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Public Works recommends award of the 2013-216-C Concrete Mix bid to Lattimore Materials Corp. for an annual contract with the initial contract period through September 30, 2014 and with three (3) City optional one (1) year renewals, for the initial contract period in the estimated amount of \$800,000 and the subsequent renewals in the estimated annual amount of \$600,000.					



CITY OF PLANO COUNCIL AGENDA ITEM

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

DATE: June 6, 2013

TO: Diane Palmer-Boeck, Chief Purchasing Officer

From: Billy Clay, Public Works Superintendent

Subject: Concrete Mix (Bid No. 2013-216-C)

The Public Works staff recommends the bid of Lattimore Materials, Corp. be awarded the contract for concrete mix. For the purpose of leveraging contract unit prices, this contract was bid in conjunction with the City of Allen. The City received one (1) electronic response. The initial contract period will run through September 30, 2014 for an estimated expenditure of \$800,000. The estimated expenditure for the City optional renewals is \$600,000/year.

The ramifications of not awarding this contract include the inability of Public Works being capable of maintaining the sidewalks, alleys, streets and other parts of the City's infrastructure.

The funding for this bid is coming from the General Fund (01-742), Municipal Drainage Fund (41-471), Water and Sewer Fund (41-767), and the Capital Reserve Fund account (51146).

xc: David Falls, Public Works Operations Manager

CITY OF PLANO

Bid NO. 2013-216-C
Public Works Concrete Mix
Bid RECAP

Bid opening Date/Time: May 24, 2013 @ 10:00 AM

Number of Vendors Notified: 753

Vendors Submitting "No Bids": 0

Number of Bids Considered: 1

Lattimore Materials Corp

Concrete Picked Up

3000 PSI	\$78.00
3600 PSI	\$80.50
4200 PSI	\$83.00
5000 PSI	\$88.00

Concrete Delivered

3000 PSI	\$85.00
3600 PSI	\$87.50
4200 PSI	\$108.00
5000 PSI	\$95.00
2000 Flowable Fill	\$100.00

Bids Received - Not Considered: 0

Recommended Vendor(s):

Lattimore Materials Corp.

Nancy Corwin

May 24, 2013



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/24/2013			
Department:	Public Works / David Falls				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #):		Kim McFarland (972.769.4109)			
CAPTION					
Bid No. 2013-242-B, for the Arterial Concrete Pavement Rehab Independence Parkway–Spring Creek Parkway to SH 121, Project No. 6320 to Jerusalem Corporation in the amount of \$966,291, and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		2,017,595	10,239,630	2,850,000	15,107,225
Encumbered/Expended Amount		-2,017,595	-2,778,179	0	-4,795,774
This Item		0	-966,291	0	-966,291
BALANCE		0	6,495,160	2,850,000	9,345,160
FUND(S): STREET IMPROVEMENT CIP & CAPITAL RESERVE					
<p>COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund and Street Improvement CIP. This item, in the amount of \$966,291, will leave a current year balance of \$6,495,160 for the Arterial Concrete Repair, Sidewalk Repair, Pavement Joint & Crack Sealing and Barrier Free Ramp projects.</p> <p>STRATEGIC PLAN GOAL: Concrete street and sidewalk repairs relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the bid for the Arterial Concrete Pavement Rehab Independence Parkway – Spring Creek Parkway to SH 121 to Jerusalem Corporation, in the amount of \$966,291.00 for Alternate No. 1 (Cement with Nitrogen Oxides <1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 12,540 SY of concrete paving and 11,392 SF of concrete sidewalk along Independence Parkway between Spring Creek Parkway and SH 121.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Co, L.P. in the amount of \$1,086,083.80.</p> <p>Engineer's estimate for this project is \$1,056,000.00.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Recap; Location Map					

CITY OF PLANO

Bid No. 2013-242-B

**Arterial Concrete Pavement Rehab Independence Parkway-Spring Creek
Parkway to SH 121 Project No. 6320
Bid Recap**

Bid opening Date/Time: May 20, 2013 @ 2:00PM

Number of Vendors Notified: 2155

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 3

<u>Vendor Name</u>	<u>Total Bid</u>	<u>Alternate Bid</u>
Jerusalem Corporation	\$ 966,291.00	\$ 966,291.00
Jim Bowman Construction Co., L.P.	\$1,086,083.80	\$1,086,083.80
Axis Contracting, Inc	\$1,245,464.80	\$1,245,464.80

Recommended Vendor(s):

Jerusalem Corporation \$ 966,291.00

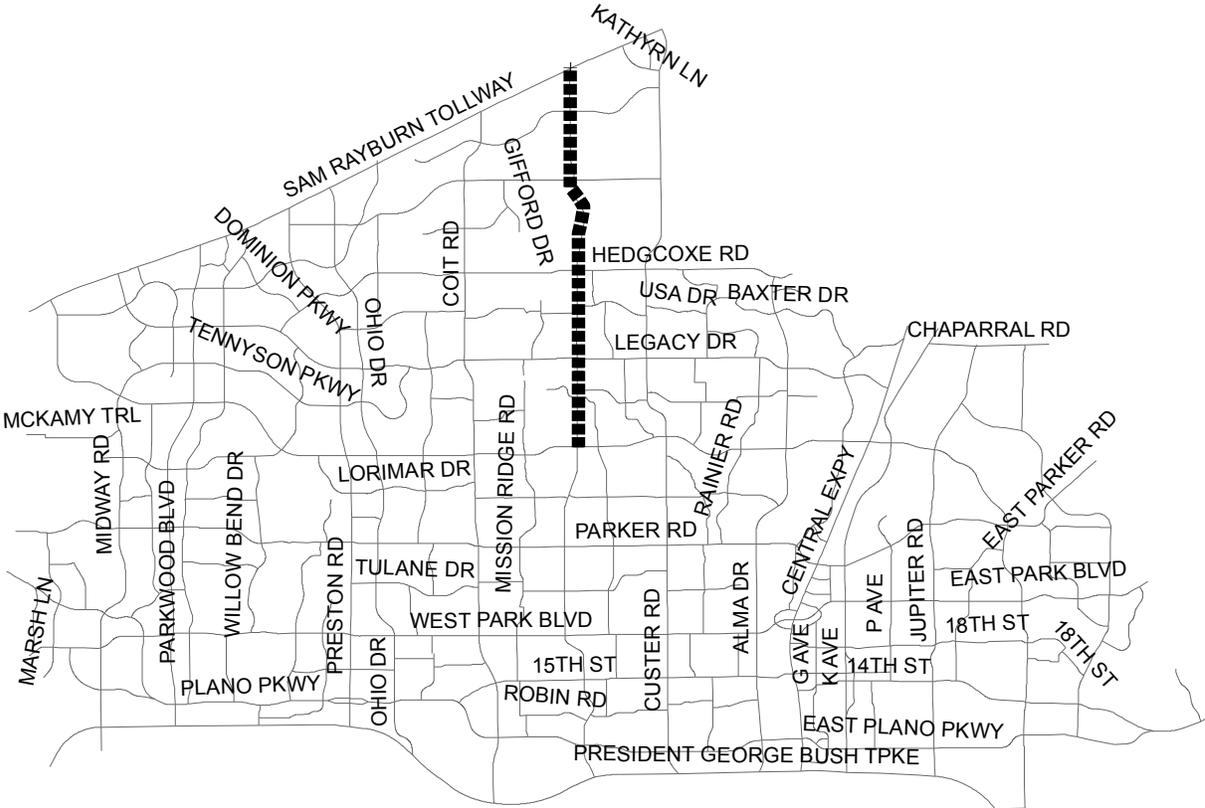
Nancy Corwin

May 20, 2013

Nancy Corwin, Buyer

Date

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	6/24/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid Number 2013-250-B for Russell Creek Park Drainage Improvements to VA Construction, Inc. in the amount of \$77,202 and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	31,195	1,318,805	750,000	2,100,000
Encumbered/Expended Amount	-31,195	-970,386	0	-1,001,581
This Item	0	-77,202	0	-77,202
BALANCE	0	271,217	750,000	1,021,217

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$77,202, will leave a current year balance of \$271,217 for the 09 Athletic Field Improvements project.

STRATEGIC PLAN GOAL: Construction of drainage improvements at Russell Creek Park relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends the bid received from VA Construction, Inc. in the amount of \$77,202 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

Russell Creek Park is a 180 acre community park. Existing improvements include soccer, lacrosse, cricket, baseball, softball, and neighborhood park facilities. This bid is for the addition of a concrete storm drain. The drain will catch runoff from the Fire Station parking lot and run 800 feet parallel with Gifford Drive, tying into an existing curb inlet. Currently runoff impacts the safe usage of bicycle trail and playing field areas.

The low bid is \$16,947 under the consultant's estimate of \$94,149. In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, LDM Design and Construction in the amount of \$90,219.

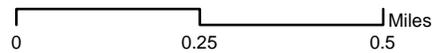
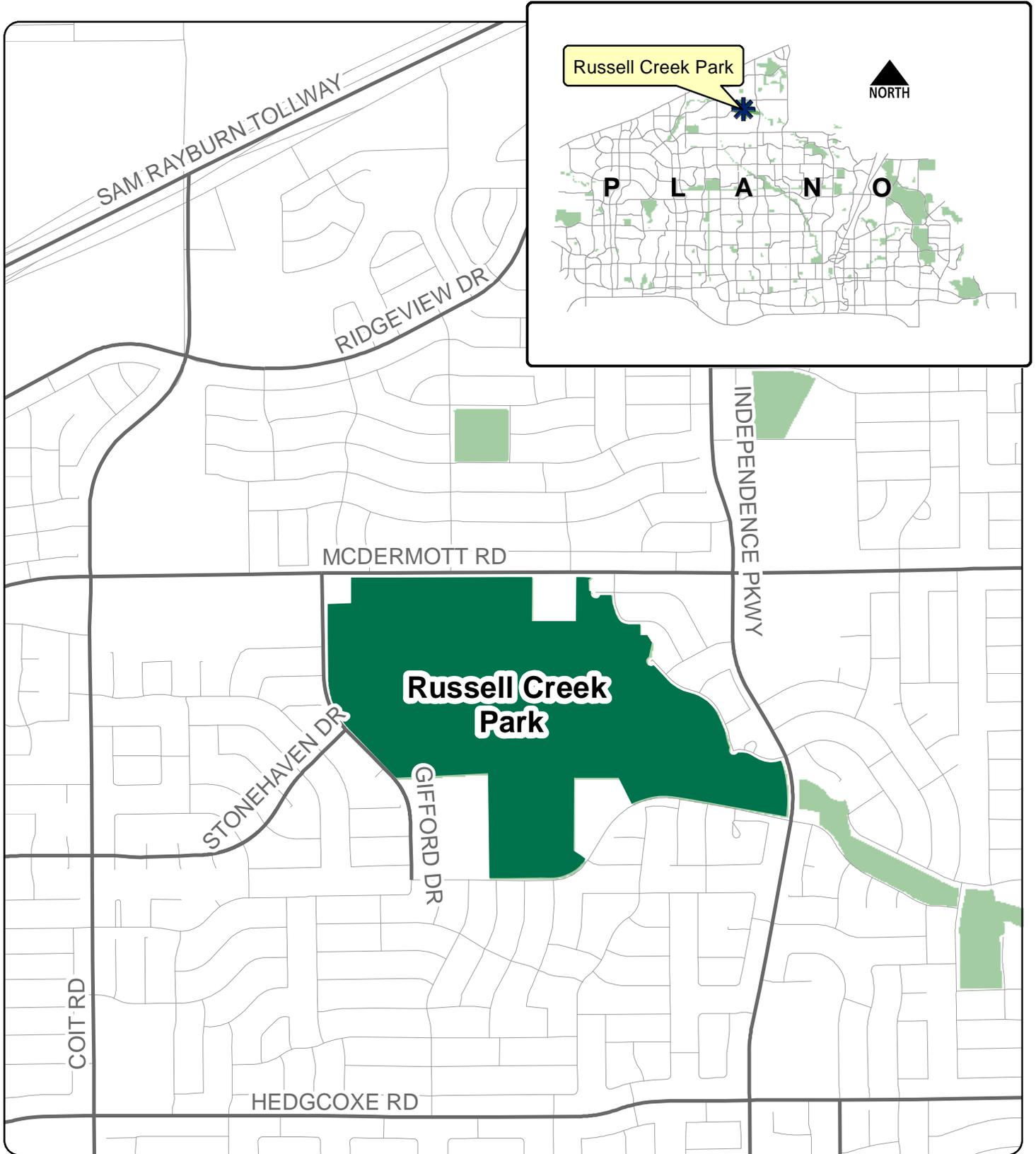


CITY OF PLANO COUNCIL AGENDA ITEM

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

Location Map

Russell Creek Park



CITY OF PLANO

BID NO. 2013-250-B

Russell Creek Park – Drainage Improvements Project No.: 6274
BID RECAP

Bid opening Date/Time: May 24, 2013 @ 3:30 pm

Number of Vendors Notified: 5374

Vendors Submitting “No Bids”: 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 6

VA Construction, Inc.	\$ 77,201.51
LDM Design and Construction	\$ 90,219.00
Moss Brothers	\$ 92,900.00
Saber Development Corporation	\$ 98,109.00
PC Contractors, LLC	\$110,000.00
DCI Contracting, Inc.	\$114,000.00

Recommended Vendors:

VA Construction, Inc.	\$ 77,201.51
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Nicole Griffin

Nicole Griffin
Buyer II

May 29, 2013

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/2013		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Perry Neeley, Ext. 7376				
CAPTION				
Bid No. 2013-161-B for the purchase of Steel Signal Pole Assemblies to be utilized by Traffic Signals Department to Sanpec, Inc. in the amount of \$57,520 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	1,200,007	0
Encumbered/Expended Amount		0	-653,697	0
This Item		0	-57,520	0
BALANCE		0	488,790	0
FUND(S): WAREHOUSE				
<p>COMMENTS: Funds are included in the FY 2012-13 Adopted Budget to purchase a Signal Pole Assembly for item stock to support Public Works Signal Department Operations. Remaining balance will be used for other Inventory purchases.</p> <p>STRATEGIC PLAN GOAL: Providing a Signal Pole Assembly for Warehouse Inventory to Support Public Works Signal Department relates to the City's Goal of a Safe Large City and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Sanpec, Inc. in the amount of \$57,520, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Warehouse to be utilized by the Traffic Signals Department (2013-161-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo				
Bid Recap				



MEMORANDUM

DATE: May 29, 2013
TO: Perry Neeley, Purchasing Buyer
FROM: Josh Mathewes, Inventory Control/Asset Disposal Supervisor
SUBJECT: Award of Bid #2013-161-B Steel Signal Pole Assembly

It is the recommendation from Inventory Control & Asset Disposal (ICAD) Department based on inventory requirements and the Traffic Signals department based on specifications to award the bid to Sanpec, Inc. in the amount of \$57,520.00.

Failure to award this bid could result in extended lead times, higher production costs and the inability to provide inventory in an emergency and/or upgrade situation.

The specifics of this bid are on file with the Purchasing Division.

Josh Mathewes
Inventory Control/Asset Disposal
Supervisor

CITY OF PLANO
BID NO. 2013-161-B
STEEL SIGNAL POLE ASSEMBLY
BID RECAP

Bid opening Date/Time: May 17, 2013 at 2:00 PM CDT

Number of Vendors Notified: 8,695

Vendors Submitting "No Bids": 1

Number of Partial Bids Submitted: 0

Number of Bids Submitted: 3

Sanpec, Inc.	\$57,520.00
Structural & Steel Products, Inc.	\$69,900.00
Bridgewell Resources, LLC	\$81,780.00

Recommended Vendor:

Sanpec, Inc.

Total Amount: \$57,520.00

Perry Neeley

Buyer

June 3, 2013

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/24/2013			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Perry Neeley, Ext. 7376					
CAPTION					
Bid No. 2013-229-C for an annual contract with three (3) City optional renewals for Water Line Repair Parts for the Inventory Control and Asset Disposal (ICAD) Department, to be utilized by the Public Works Department, to Fortiline, Inc. in the estimated annual amount of \$105,831, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13 thru 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,109,145	317,493	2,426,638
Encumbered/Expended Amount		0	-1,388,990	0	-1,388,990
This Item		0	-40,000	-317,493	-357,493
BALANCE		0	680,155	0	680,155
FUND(S): WAREHOUSE					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$40,000. The estimated future annual amount is \$317,493, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p>STRATEGIC PLAN GOAL: Providing Water Line Repair Parts for Warehouse Inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
The Inventory Control and Asset Disposal (ICAD) Department and Public Works Department recommend award of the 2013-229-C Water Line Repair Parts bid to Fortiline, Inc. for an annual contract with three (3) City optional renewals, in the estimated annual amount of \$105,831.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
Bid Recap					



MEMORANDUM

DATE: June 11, 2013
TO: Perry Neeley, Purchasing Buyer
FROM: Josh Mathewes, Inventory Control/Asset Disposal Supervisor
SUBJECT: Award of Bid No. 2013-229-C Water Line Repair Parts

It is the recommendation from the Inventory Control and Asset Disposal (ICAD) department, based on inventory requirements, and specifications of the Utility Operations department of Public Works, to award Bid No. 2013-229-C to the sole responsive, responsible bidder, Fortiline, Inc. in the estimated annual amount of \$105,831.05.

The recommendation is to award all line items to Fortiline, Inc. with the exception of line item number 12, which did not meet specifications.

Prior to soliciting the current bid, we attempted to acquire bids for Water Line Repair Parts two times. The first attempt to establish a contract and obtain pricing was Bid No. 2013-99-C Fire Hydrant and Water Line Repair Parts. HD Supply Waterworks, LTD and Ferguson Enterprises, Inc. submitted bids; however, both vendors were deemed non-responsive after taking extensive exception to several items in our General Terms and Conditions. It was then decided to remove the fire hydrant parts portion of the bid and only rebid the water line repair parts. For the procurement of fire hydrant parts it was decided that we would participate in a Cooperative Purchasing Agreement with the City of Fort Worth to utilize their established contract (12-0063). Our second attempt to obtain pricing for the water line repair parts through Bid No. 2013-204-C resulted in no bids being received.

Additional sourcing was completed outside the City of Plano's normal bid process to help garner more competition. There were no restrictions in the specifications that limited bidders from submitting bids.

Failure to award this bid could result in extended lead times, higher procurement costs and the inability to provide inventory in an emergency and or upgrade situation.

The specifics of this bid are on file with the Purchasing Division.

Josh Mathewes
Inventory Control/Asset Disposal
Supervisor

CITY OF PLANO
BID NO. 2013-229-C
WATER LINE REPAIR PARTS
BID RECAP

Bid opening Date/Time: May 6, 2013 at 10:00 AM CDT

Number of Vendors Notified: 4,100

Vendors Submitting "No Bids": 0

Number of Partial Bids Submitted: 0

Number of Bids Submitted: 1

Fortiline, Inc.

\$105,831.05

Recommended Vendor:

Fortiline, Inc.

Total Estimated Annual Amount: \$105,831.05

Perry Neeley

June 11, 2013

Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 24, 2013		
Department:		Fire		
Department Head		Brian Crawford		
Agenda Coordinator (include phone #): Teresa Shelstad (7539)				
CAPTION				
To approve the purchase of two (2) Lifepak 15 defibrillators and related accessories for use by the Fire Department from Physio-Control, Inc. in the amount not to exceed \$72,943, through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2) and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget			303,255	0
Encumbered/Expended Amount			-171,779	0
This Item			-72,943	0
BALANCE			58,533	0
FUND(S): FIRE EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the FY 2012-13 Fire Equipment Replacement Fund balance for the purchase of two (2) Lifepak 15 defibrillators for the two new Fire Rescue Squads. Remaining funds will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Adding life-saving equipment for the two new Fire Rescue Squads relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
The Fire Department recommends the purchase of two (2) Lifepak defibrillators and related accessories from Physio Control, Inc. in the amount of \$72,943. This purchase is considered necessary to preserve or protect the public health or safety of the municipality's residents. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



MEMORANDUM

From the Office of the Fire Chief

Date: May 29, 2013
To: Teresa Shelstad, Buyer/Purchasing Department
From: Brian Crawford, Fire Chief 
Subject: Recommendation for the Purchase of Lifepak 15 Monitor/Defibrillators for the new Rescue Squads

Introduction and Recommendation:

The Fire Department needs to add two Physio Control Lifepak 15 monitor/defibrillators for the two new Rescue Squads. The monitor/defibrillators are used to analyze and treat a patient's heart rhythm, as well as deliver life-saving electrical therapy in critical medical situations. These are the same devices that we have on our Med Units.

The Fire Department plans to purchase these two new monitors out of the City's Equipment replacement Fund (ERF).

The Fire Department has used Physio Control monitor/defibrillators for over 25 years. The decision as to which monitor/defibrillator to purchase has been historically based on the Fire Department EMS Medical Director's treatment specifications. The EMS Medical Director, Dr. Mark Gamber, has recommended and prescribed the Lifepak 15 monitor/defibrillator device and is the device currently on our Med Units.

Benefits and Cost:

1. The Lifepak 15 and Lifenet STEMI Management Solution will allow our Fire Department Rescue Squad crews to more quickly alert Plano hospitals of a suspected heart attack.
2. Plano hospitals will be able to more quickly mobilize the treatment facilities and teams necessary to treat a heart attack. The quicker the team can be mobilized, the sooner an oxygen-deprived heart can be reperfused – saving lives and preventing other secondary debilitating heart conditions.
3. Fire Department personnel are already familiar with the Lifepak 15 layout and design. Continuing to standardize the monitor/defibrillator devices carried on Fire Department apparatus allows personnel to provide safer, more efficient and effective pre-hospital care.
4. The training and transitioning costs associated with purchasing a new monitor/defibrillator device will be minimal since Fire Department personnel are already accustomed to using the Lifepak 15 on the Med Units.

The Fire Department is working with the Purchasing Department to purchase these goods and services pursuant to the Texas Local Government Code 252.022, under the general exemptions allowing for procurement necessary to preserve or protect the public health or safety of the municipality's residents. The following costs are associated with this purchase:

Item	Cost		Budget Code
Lifepak 15 and Battery Chargers - 2/ea	\$70,877.00	1x buy	903-8416 *
Lifepak 15 Technical Service Support Agreement X 2	\$2,066.00	annually +	552-6313
Carrier Data Plan (AT&T) X 2 (\$13.99 per/mo X 2 X 12 mo	\$335.76	annually‡	552-6312
TOTAL EXPENDITURE	\$73,278.76		

+ Funded each year in the FD operating budget.

‡ Ongoing carrier data plan and server subscription

* Fire Equipment Replacement Fund (ERF)

Conclusion:

If the Fire Department is able to complete the Lifepak 15 purchase, Plano's PCI hospitals (hospitals with special capabilities for treating a heart attack) will be able to utilize the STEMI network, and, consequently, citizens suffering a heart attack will receive the most timely care for a STEMI. The time it takes to restore blood flow to the heart and prevent or minimize permanent damage to the heart muscle is measured in minutes and seconds. The Lifepak 15 and STEMI network are teamed up to help reduce this time to reperfusion – saving lives, minimizing the adverse effects of a heart attack, and returning citizens to their families and community sooner and with less costly, long-term disability.

The total amount of this agenda item will be \$72,943.00 for a complete purchase of two (2) Lifepak 15 kits. An associated cost with this purchase is a re-occurring annual cost of \$335.76 for the carrier data plan with AT&T.

Please let me know if you have any questions. Thank you.

ec: Jimmy Dickerson, Assistant Chief-Emergency Operations
Martin Wade, Battalion Chief-EMS Section



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/2013		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve and authorize the First Modification of Contract by and between City of Plano and Scientel Wireless, LLC for the purchase of additional installation services in the amount of \$90,000 from Scientel Wireless, LLC. This modification will provide for the removal of 37 previously installed poles and the installation of 140 new poles. (City of Plano Tracking Number 2011-115-B).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	94,085	0	94,085
Encumbered/Expended Amount	0	0	0	0
This Item	0	-90,000	0	-90,000
BALANCE	0	4,085	0	4,085
FUND(s): TECHNOLOGY SERVICES FUND				
COMMENTS: Funds are available in the 2012-13 Wireless Support approved budget to install and operate the City's MESH network and devices. The remainder of funds will be used for other expenditures related to the MESH network.				
STRATEGIC PLAN GOAL: Replacing the poles that support the City's MESH network relates to the City's Goal of Financially Strong City with Service Excellence and Great Neighborhoods-1st Choice to Live.				
SUMMARY OF ITEM				
Technology Services recommends Council approve the purchase of additional installation services for the removal of 37 previously installed poles and installation of 140 new poles as part of the Motomesh Wireless Network Project in the amount of \$90,000. This modification is necessary to complete the deployment of the Motomesh Wireless Network (City of Plano Tracking Number 2011-115-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
First Modification of Contract				

Memo

Date: 6/6/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Contract Modification for Installation of Decorative Light Poles with Scientel Wireless

Technology Services proposes issuing a contract modification to a Scientel Wireless LLC (Scientel) contract dated April 28, 2011 for installation and project management services relating to the installation of decorative light poles. These decorative light poles are in the Oncor delivery area and need to be replaced to allow the City of Plano to complete the deployment of the Motomesh wireless network. This change request is a result of discussions with Oncor over the past three years about replacing or augmenting existing decorative light poles in their respective service areas.

In 2010 the decision to install additional poles to augment existing decorative light poles in both service areas was made to facilitate the completion of the Motomesh wireless network. The project was put on hold in summer of 2010 in order to continue discussions with Oncor. The City desired to replace existing decorative light poles with taller poles that would keep the street light at the same height while providing for the taller pole to allow the City of Plano to install our wireless access devices. Oncor was not receptive to authorize the City to replace the decorative poles at that time.

After taller smooth poles were installed in several neighborhoods serviced by Oncor in 2013, the residents voiced their concerns about the new poles. Oncor and the City were then able to come to an agreement on replacing the shorter decorative lighting poles with taller decorative lighting poles. Scientel has been the prime contractor for the installation of the poles and wireless access devices to complete the wireless network. Scientel had been tasked with the installation of the smooth poles and their subsequent removal, as well as the installation of the taller decorative lighting poles.

This contract modification provides for the removal of the 37 smooth poles that were installed and the re-installation of those 37 poles with the newly approved taller decorative design poles. There will also be an additional 103 short decorative poles that will be replaced with the taller designed poles. The project management aspect of this contract included the determination of optimal

locations for pole placements for coverage and minimizing the addition or modification of existing infrastructure within a neighborhood. Due to the many courses that this project has taken site surveys and permits were required for multiple scenarios. This was an unexpected cost, as well as the need to create installation methods for multiple types of pole designs. These variables increased the project management costs on this project.

The cost for the contract modification change order is \$90,000 and is broken down into installation service charges of \$79,807 and project management service charges of \$10,193. These costs reflect the installation, removal and reinstallation of poles and the accompanying project management fees associated with those activities.

If the City of Plano were not to award this contract modification then we would have to restart the site selection and permitting process for the new poles or continue on with the previously approved plan to install the smooth poles to augment the existing shorter decorative poles to allow the City to complete the wireless network and provide data services to the Public Safety and other city services.

THE STATE OF TEXAS § First Modification of Contract
 § By and Between City of Plano and
 § Scientel Wireless, LLC
 §
COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "First Modification") is by and between **SCIENTEL WIRELESS, LLC**, a Delaware limited liability company (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on April 28, 2011 (hereinafter "Agreement") for new pole augmentation services (hereinafter "Services"); and

WHEREAS, City and Contractor desire to amend such Agreement in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **section II. PAYMENT** is hereby modified to read in its entirety as follows:

**"II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **EIGHT HUNDRED FIFTY SIX THOUSAND SIX HUNDRED TWENTY AND 16/100 DOLLARS (\$856,620.16).**"

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



June 7, 2013

David Stephens
Director Technical Services
City of Plano

Subject: Modifications to installation service and project management services

Dear David,

Below is the required scope and pricing for the modifications to installation services and project management services for the poles on the mesh wireless system in the City of Plano

New Mastec Cost:

1. Removing a previously installed smooth pole for TXU: \$1,200.00 (Area 16: 6, Area 18: 12, Area 1: 7, Area 15: 12) Total poles to be removed: 37.

This includes: 1. Removing the pole

- 2. Removing the wires
- 3. Removing the foam from the pole
- 4. Dropping off the pole at the parkway location
- 5. Filling the hole with dirt
- 6. Placing sod as required

2. Replacing TXU Decorative pole with a new pole: \$800.00/location (140 locations total)

- 1. Removing the existing TXU decorative pole
- 2. Picking up new pole from a City of Plano location
- 3. Using the existing base
- 4. Installing the new decorative pole on the existing base
- 5. All wiring as required including providing the fuse kits

Note: City of Plano is paying for all services for the Pole replacement.

Not included in this cost:

3. If a base needs to be replaced: \$1,100.00 per base.

The cost to remove a base would be \$300.00. To install a base would be \$800.00

Work Done against the Original Project

Total Revenue for this Project: \$766,620.00

Equipment Sell to CoP: \$167,076.00

\$599,544.00 ← Total Cost to CoP for installing new poles

\$599,544.00 / 180 poles = \$3,330.80 ← what we are charging CoP per pole

Number of CoServ Poles installed: 32

Number of TXU new poles installed : 37

Total number of poles installed: 69

poles total (180) – number of poles installed (69) = 111 poles that were not installed

Credit to CoP: 111 * \$3,330.80 = \$369,718.80

New Work/Process for installing New poles:

Type 4 Decorative poles: 20

Our price to CoP is \$800.00 per pole

Our Price to CoP for installing these 20 devices: \$16,000.00

Replacement Poles: 139

Our price to CoP is \$3,234.00 per pole

Our Price to CoP for installing these 139 devices: \$449,526.00

Total Cost to CoP is \$449,526.00

Minus CoP credit of \$369,718.80

Change order amount to CoP: \$79,807.00

This change to the project management services cost \$10,193.00.

These changes will include:

Creating a process for revised Oncor installed poles

Updating permits for revised Oncor decorative pole installs

Creating as process for revised Coserv decorative installed poles

Verifying pole locations for revised Oncor decorative pole

Staking and unstaking for revised Oncor decorative pole installation only

The total cost for this project is **\$90,000**. The detailed HGAC sheet for this project will be sent to you next week.

Sincerely,



Lisa Polk
Account
Director Scientel

948SpringerDrive,Lombard,IL•1200PlacidAvePlano,TX75074972-881-7254•1132BishopStreetHonolulu,HI96813



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/2013		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
<p>To approve the purchase of 140 decorative light poles from The Lighting Alliance, the authorized reseller of the sole source manufacturer, Acuity Brands Lighting, in the amount of \$450,100 through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A) and authorizing the City Manager to execute all necessary documents.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	450,100	0	450,100
Encumbered/Expended Amount	0	0	0	0
This Item	0	-450,100	0	-450,100
BALANCE	0	0	0	0
FUND(s): TECHNOLOGY IMPROVEMENTS CIP				
<p>COMMENTS: Funds are available in the FY 2012-13 Technology Improvements CIP. This item, in the amount of \$450,100 will leave a current year balance of \$0 for the Oncor MotoMesh Poles project.</p>				
<p>STRATEGIC PLAN GOAL: Expansion of the City of Plano's MotoMesh network relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Technology Services Department recommends the purchase of 140 decorative light poles from The Lighting Alliance in the amount of \$450,100. The sole source manufacturer is Acuity Brands Lighting and the authorized reseller in the Dallas area for this manufacturer is The Lighting Alliance. These street light poles are necessary to complete the installation of the Motomesh wireless network. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

Memo

Date: 6/6/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Purchase of Decorative Light Poles for Motomesh wireless network

Technology Services proposes purchasing decorative light poles from The Lighting Alliance. They are authorized resellers of a decorative light pole manufactured by Acuity Brands Lighting that Oncor Electric Delivery LLC (Oncor) has approved and requires. Oncor is the owner of existing decorative light poles throughout the City of Plano and the City desires to replace some of the existing decorative light poles, which are between 11 to 14 feet in height, with taller poles that will allow Oncor to provide light and also allow the City to place wireless access devices on them. As Oncor is the owner of the existing decorative poles they have identified specific poles by Acuity Brands Lighting that can be used to replace the existing poles. Acuity Brands Lighting is a sole source manufacturer of these Oncor specified light poles. The authorized reseller in the Dallas area for this manufacturer is The Lighting Alliance.

To complete the installation of the Motomesh wireless network the City needs to install approximately 140 more access points. The City has been in discussion with Oncor for over three years on replacing the decorative poles or alternative solutions. In the spring of 2013 additional poles were installed in areas where the decorative poles were located. As a result of comments by the citizens, Oncor and the City were able to come to an agreement on replacing existing decorative light poles with taller decorative light poles. In addition, non-decorative poles that were previously installed will be removed. This will allow the City to complete the wireless network to be used by Public Safety and other non-Public Safety mobile users and satisfy citizen's concerns.

The cost for procuring 140 of the decorative poles is \$450,100. This is based on the configuration that has been approved by Oncor. The City must purchase a pole that is acceptable to Oncor's standards. The City must purchase an Oncor approved pole design from an Oncor approved manufacturer in order to stay in compliance with their agreement.

If the City of Plano does not purchase these decorative poles we will have to augment the existing decorative pole with another pole. This alternative has not been received well by residents. The completion of this wireless network will facilitate the delivery of data services to Public Safety personnel in the field.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/24/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between ReachLocal, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 through 2023- 24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	25,693,312	0	25,693,312
Encumbered/Expended Amount		0	-104,423	-13,435,350	-13,539,773
This Item		0	-420,000	0	-420,000
BALANCE		0	25,168,889	-13,435,350	11,733,539
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from ReachLocal, Inc. to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. ReachLocal agrees to occupy at least 100,000 gross square feet of office space on West Plano Parkway and transfer or create at least 300 Job Equivalents by 6/30/15 and create an additional 300 Job Equivalents by 12/31/18.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between ReachLocal, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between ReachLocal, Inc. and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his 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 Agreement, having been reviewed by the City Council of the City of Plano, Texas and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and ReachLocal, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of online marketing services and plans to add Twelve Million Dollars (\$12,000,000) of Real Property improvements and One Million Eight Hundred Thousand Dollars (\$1,800,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 100,000 gross square feet of office space and transfer or create up to 600 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 100,000 gross square feet of office space and the creation or transfer of up to 600 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Base Job Equivalents” shall mean the 75 Job Equivalents for which Company previously received grant money from the City pursuant to an economic development incentive agreement authorized by City of Plano Resolution Number 2008-8-3(R).

“Company” shall mean ReachLocal, Inc., a Delaware corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean the property located in Plano, Texas and described in the metes and bounds description on the attached Exhibit “C”.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until June 29, 2025, unless sooner terminated as provided herein.

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following, unless an extension as a result of an Event of Force Majeure has been approved by the City in writing:

- (a) On or before June 30, 2015, occupy office space on the Real Property throughout the term of the Agreement; and
- (b) By June 30, 2015, Company shall create or transfer at least 225 Job Equivalents above the 75 Base Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and
- (c) By December 31, 2018, Company may create or transfer up to an additional 300 Job Equivalents above the 300 Job Equivalents in Article III, Section (b) and maintain those Job Equivalents on the Real Property throughout the Agreement; and
- (d) Use reasonable efforts to place all Company managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Four Hundred Twenty Thousand Dollars (\$420,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule, unless an extension as a result of an Event of Force Majeure has been approved by the City in writing:

(a) By June 30, 2015, Company shall occupy office space at the Real Property and transfer or create at least 225 Job Equivalents above the 75 Base Job Equivalents to the Real Property to be eligible to receive a payment of One Hundred Eighty Thousand Dollars (\$180,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III (a), (b) and (d) not later than September 30, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(b) By December 31, 2018, Company may add up to 300 Job Equivalents in addition to the Job Equivalents required in Article III, Section (b) above for a total maximum number of 600 Job Equivalents at the Real Property to be eligible to receive a second grant payment of up to Two Hundred Forty Thousand Dollars (\$240,000) which may be pro-rated at Eight Hundred Dollars (\$800) for each Job Equivalent up to the maximum amount allowed

herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III (c) and compliance with Article III (a), (b), and (d) not later than January 31, 2019 to be eligible for the second grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant.**

City will make the payment within thirty (30) days of receipt of the January 31, 2019 annual certification if Company qualifies for a second grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. However, in no event will the City make the second grant payment prior to January 1, 2019.

(c) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in Section 4.03.

(d) All certifications must be executed by the Company’s chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Eight Hundred Dollars (\$800) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit “B”. A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of

undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the

City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint

venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Ms. Diane C. Wetherbee
City Attorney
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
ReachLocal, Inc.
Attention: Mr. Adam F. Wergeles
General Counsel
21700 Oxnard Street, Suite 1600
Woodland Hills, CA 91367

With copy before relocation to:
ReachLocal, Inc.
Attention: Glynn Patin
Director, Sales Operations
6400 International Parkway, Suite 1501
Plano, Texas 75093

With copy after relocation to:
ReachLocal, Inc.
Attention: Mr. Glynn Patin
Director, Sales Operations
Real Property Address TBD
Plano, Texas 75093

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

REACHLOCAL, INC., a Delaware
corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that ReachLocal, Inc., a Delaware corporation, has occupied office space and transferred or added at least 225 Job Equivalent positions above the 75 Base Job Equivalent positions for a total of 300 Job Equivalents at the Property by June 30, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that ReachLocal, Inc., a Delaware corporation, has failed to occupy office space and/or has failed to transfer or add at least 225 Job Equivalent positions above the 75 Base Job Equivalent positions for a total of 300 Job Equivalents at the Property by June 30, 2015, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

REACHLOCAL, INC., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by September 30, 2015.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-035

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select all applicable options below before signing and returning the certification:

_____ a. I hereby certify that ReachLocal, Inc., a Delaware corporation, is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which ReachLocal, Inc., a Delaware corporation, has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.

_____ b. I hereby certify that ReachLocal, Inc., a Delaware corporation, is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which ReachLocal, Inc., a Delaware corporation, has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

_____ c. **(FOR USE IN JANUARY 2019 ONLY IF APPLICABLE)** I hereby certify that ReachLocal, Inc., a Delaware corporation, is qualified to receive a second grant payment as of December 31, 2018 in the amount of _____ for adding an additional _____ number of Job Equivalents in addition to the 300 Initial Job Equivalents for which ReachLocal, Inc., a Delaware corporation, has previously received a grant payment.

ATTEST:

REACHLOCAL, INC., a Delaware corporation

Name: _____

Title: _____

Date

By: _____

Name: _____

Chief Financial Officer

NOTE:

This form is due by January 31 of each year beginning on January 31, 2016, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

LEGAL DESCRIPTION

BEING a tract of land situated in the M. Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1771, Page 658 of the Deed Records, Collin County, Texas (DRCCT), a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1461, Page 554 DRCCT, and a portion of a tract of land conveyed to The Residences of Austin Ranch No. 1, according to the deed recorded in Document No. 20130205000162920 DRCCT, the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod found on the north line of West Plano Parkway (a 110 foot right-of-way) for the most southerly southeast corner of said Crow-Billingsley #17 tract, and being the southwest corner of Lot 1, Block A, CMS Addition, an addition recorded in Cabinet M, Page 637, Plat Records, Collin County, Texas (PRCCT);

THENCE along the north and east line of West Plano Parkway, the following:

N 64°43'06" W, 118.18 feet;

Around a tangent curve to the right having a central angle of 31°31'49", a radius of 1145.00 feet, a chord of N 48°57'11" W - 622.18 feet, an arc length of 630.10 feet;

Around a non-tangent curve to the right having a central angle of 11°05'57", a radius of 1127.63 feet, a chord of N 27°38'14" W - 218.10 feet, an arc length of 218.44 feet;

And around a non-tangent curve to the right having a central angle of 15°50'55", a radius of 1138.39 feet, a chord of N 14°18'28" W – 313.88 feet, an arc length of 314.89 feet;

THENCE N 89°06'41" E, 1127.92 feet departing said right-of-way, to the west line of a tract conveyed to Sewell Village Cadillac, recorded in Volume 5837, Page 709 DRCCT;

THENCE S 00°34'19" E, 311.14 feet along the west line thereof, and along the west line of a tract conveyed to UH Storage, LP, recorded in Volume 5669, Page 4336 DRCCT, to the southwest corner thereof, and being on the north line of Lot 2, Block A, CMS Addition, an addition recorded in Cabinet M, Page 374 PRCCT;

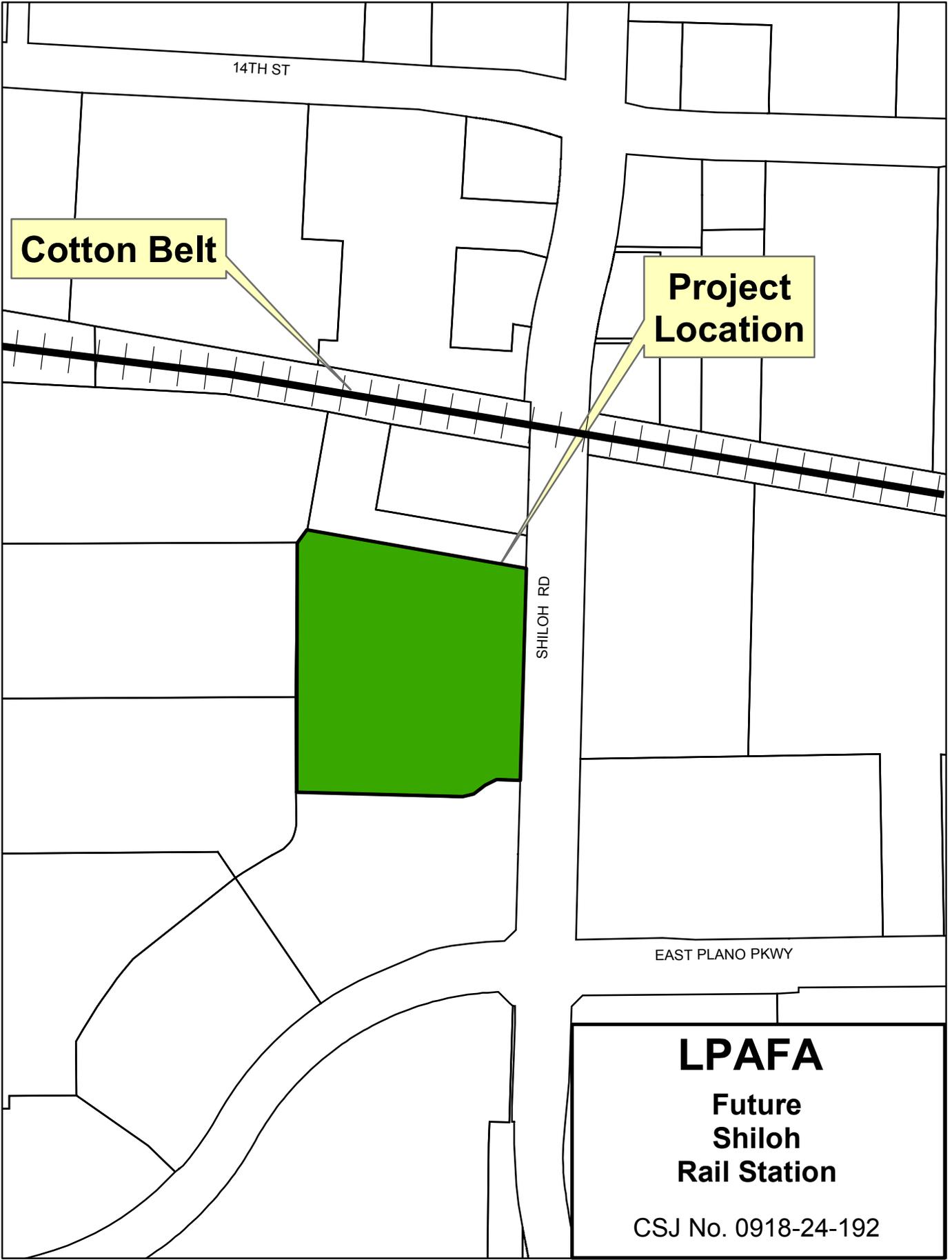
THENCE S 89°25'41" W, 384.05 feet along the north line of Lots 2 and 1, CMS Addition, to a 1/2" iron rod found;

THENCE S 00°41'35" E, 658.99 feet along the west line of said Lot 1, CMS Addition, to the PLACE OF BEGINNING with the subject tract containing 619,998 square feet or 14.233 acres of land.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/13		
Department:		Engineering		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Kathleen Schonne				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for the acquisition of right of way for the Shiloh Rail Station on the Cotton Belt Railway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	1,000,000	0
BALANCE		0	1,000,000	0
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: This item, in the amount of \$1,000,000, approves terms and conditions of an agreement with the Texas Department of Transportation (TXDOT) necessary to receive a \$1,000,000 reimbursement from state funds in the State Highway 121 sub-account in connection with a real estate contract approved by the City Council on November 26, 2012.</p> <p>STRATEGIC PLAN GOAL: Supporting the Cotton Belt Project to include partnering with the Texas Department of Transportation to acquire rights of way relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit</p>				
SUMMARY OF ITEM				
The attached Resolution authorizes the City Manager to execute an Advance Funding Agreement with TxDOT to provide funding from the SH 121 project for the Shiloh Rail Station on the Cotton Belt Railway.				
This agreement provides that the City of Plano will be reimbursed \$1,000,000 for the cost of the property for the future rail station.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution			N/A	
Location Map				



Cotton Belt

Project Location

LPAFA

**Future
Shiloh
Rail Station**

CSJ No. 0918-24-192

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for the acquisition of right of way for the Shiloh Rail Station on the Cotton Belt Railway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the City Council approved purchase of the property for the future Shiloh Rail Station on November 26, 2012; and

WHEREAS, the City of Plano purchased the property for the future Shiloh Rail Station on December 19, 2012; and

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for a project using funds held in the State Highway 121 Sub-Account, which will reimburse the City of Plano \$1,000,000 for this purchase, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CSJ: 0918-24-192
Project: Shiloh Road Rail Station
Limits: At Cotton Belt Railway
District: 18-Dallas
Code Chart: 33100
Funding Category: 3- RTR (SH 121 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT**

City Street Improvements

(Off State System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), the City of Plano, (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County ("SH 121 payments"); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

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Limits: At Cotton Belt Railway

District: 18-Dallas

Code Chart: 33100

Funding Category: 3- RTR (SH 121 Subaccount)

WHEREAS, the Local Government has requested money from the SH 121 Subaccount for: the acquisition of right of way for the Shiloh Rail Station on Cotton Belt Railway in the City of Plano. (CSJ 0918-24-192) (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order 113473, dated January 31, 2013; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 18 of the Texas Department of Transportation bill pattern in House Bill 1, 82th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

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Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match – Not Applicable to this Agreement

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

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Limits: At Cotton Belt Railway

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Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of the Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 T.A.C. Section 2.3(b)(1)(A), the department's environmental review requirements do not apply to the Project because the department is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the local government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under state and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

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Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

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- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Plano Attn: City Manager 1520 Avenue K Plano, Texas 75086	Texas Department of Transportation Attn: Director of Contract Services Office 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as

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required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation

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in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

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Funding Category: 3- RTR (SH 121 Subaccount)

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Janice Mullenix
Director of Contract Services

Date _____

THE LOCAL GOVERNMENT – CITY OF PLANO

By: _____
Bruce D. Glasscock
City Manager

Date _____

CSJ: 0918-24-192
Project: Shiloh Road Rail Station
Limits: At Cotton Belt Railway
District: 18-Dallas
Code Chart: 33100
Funding Category: 3- RTR (SH 121 Subaccount)

ATTACHMENT A
Payment Provision and Work Responsibilities

For CSJ# 0918-24-192, the State will pay \$1,000,000 from the SH 121 Subaccount for: the acquisition of right of way for the Shiloh Rail Station on Cotton Belt Railway in the City of Plano.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make payments for the following work in the following Fiscal Years:

PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation		Local Government Participation	
Right of Way	2013	\$1,000,000	100%	\$1,000,000	0%	\$0
TOTAL		\$1,000,000		\$1,000,000		\$0

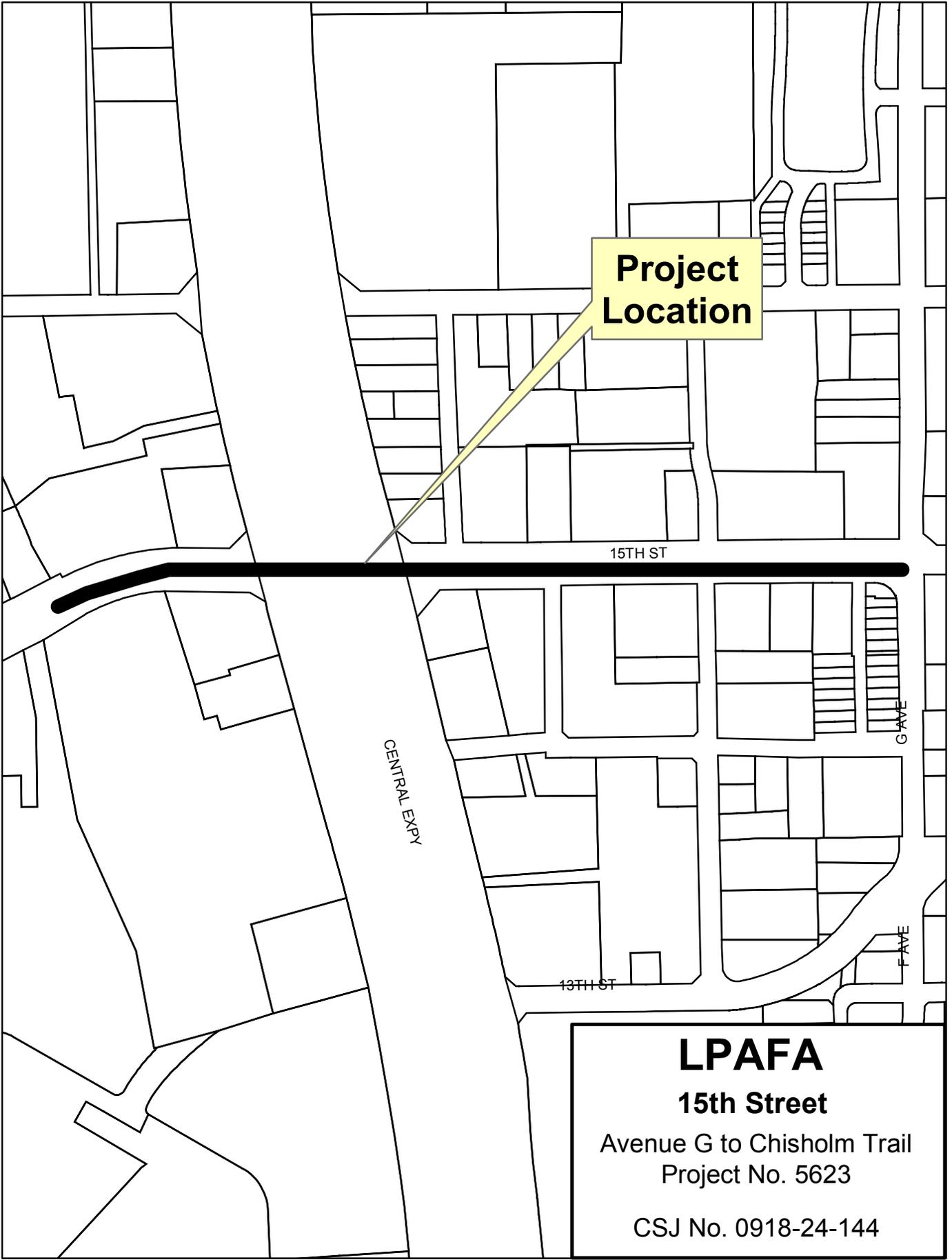
The Local Government required Local Match is Not Applicable to this Agreement.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/13		
Department:		Engineering		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Kathleen Schonne X-7198 Project No. 5623				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Amendment No. 1 to the Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for bicycle, pedestrian and vehicular improvements on 15 th Street from Avenue G to Chisholm Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	900,000	0	900,000
BALANCE	0	900,000	0	900,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item, in the amount of \$900,000, approves terms and conditions of an agreement with the Texas Department of Transportation (TXDOT) necessary to obtain state funds in the State Highway 121 sub-account in connection with 15 th Street - G Avenue to Chisholm Trail project.				
STRATEGIC PLAN GOAL: Supporting the reconstruction and enhancement of Plano streets and sidewalks by partnering with the Texas Department of Transportation relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
The attached Resolution authorizes the City Manager to execute Amendment No. 1 to an Advance Funding Agreement with TxDOT to provide funding from the SH 121 project for 15 th Street from Avenue G to Chisholm Trail. TxDOT will provide up to an additional \$900,000 for the construction cost of the project for bicycle, pedestrian and vehicular improvements. The City does not have to provide any matching funds for the \$900,000.				
This amendment to this contract provides up to \$900,000 for right of way, utility relocation and construction cost and modifies the original allocation to include the cost of the street improvements.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		N/A		
Location Map				



**Project
Location**

15TH ST

CENTRAL EXPY

G AVE

13TH ST

F AVE

LPAFA
15th Street
Avenue G to Chisholm Trail
Project No. 5623
CSJ No. 0918-24-144

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Amendment No. 1 to the Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for bicycle, pedestrian and vehicular improvements on 15th Street from Avenue G to Chisholm Trail, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the City Council approved the original Advance Funding Agreement on September 24, 2012; and

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement Amendment for a project using funds held in the State Highway 121 Sub-Account, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the project to be funded in the Amendment is 15th Street, from Avenue G to Chisholm Trail; and

WHEREAS, upon full review and consideration of the Amendment, 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 should 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 Amendment, 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 Amendment and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Amendment.

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

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CSJ #: 0918-24-144
District #: 18-Dallas
Code Chart 64 #: 33100
Project: 15th Street
Limits: From Avenue G to Chisholm Trail
Funding: RTR (SH 121 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Plano, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on October 17, 2012 to effectuate their agreement to construct bicycle and pedestrian improvements along 15th Street from Avenue G to Chisholm Trail in the City of Plano; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

- A.** The fourth Whereas of the original agreement is deleted in its entirety and replaced with:
Whereas, the Local Government has requested money from the SH 121 Subaccount for bicycle, pedestrian and vehicular improvements on 15th Street from Avenue G to Chisholm Trail to include the reconstruction of existing pavement, bus stop location improvements, enhancement of pedestrian crossing, optimization of traffic signals, modification of sidewalks and driveway aprons, wayfinding signage and landscaping, and add on-street bike lane in the City of Plano, (CSJ 0918-24-144) (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order 113344, dated October 25, 2012.
- B.** Attachment A, Payment Provision and Work Responsibilities, of the original agreement is deleted in its entirety, and replaced with:

Attachment A-1, Payment Provision and Work Responsibilities, which is attached to and made part of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ #: 0918-24-144
District #: 18-Dallas
Code Chart 64 #: 33100
Project: 15th Street
Limits: From Avenue G to Chisholm Trail
Funding: RTR (SH 121 Subaccount)

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF PLANO

By: _____
Bruce Glasscock
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date: _____

CSJ #: 0918-24-144
 District #: 18-Dallas
 Code Chart 64 #: 33100
 Project: 15th Street
 Limits: From Avenue G to Chisholm Trail
 Funding: RTR (SH 121 Subaccount)

**ATTACHMENT A-1
 Payment Provision and Work Responsibilities**

For CSJ: 0918-24-144, the State will pay \$900,000, for a total of \$2,060,000 from SH 121 Subaccount for bicycle, pedestrian and vehicular improvements on 15th Street from Avenue G to Chisholm Trail to include the reconstruction of existing pavement, bus stop location improvements, enhancement of pedestrian crossing, optimization of traffic signals, modification of sidewalks and driveway aprons, wayfinding signage and landscaping, and add on-street bike lane in the City of Plano,

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make payments for the following work in the following Fiscal Years:

PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation		Local Government Participation	
Utility	2013	\$500,000	100%	\$500,000	0%	\$0
Right of Way	2013	\$200,000	100%	\$200,000	0%	\$0
Construction	2013	\$200,000	100%	\$200,000	0%	\$0
Construction	2013	\$1,450,000	80%	\$1,160,000	20%	\$290,000
Total		\$2,350,000		\$2,060,000		\$290,000

The Local Government required Local Match is not applicable to the \$900,000 RTR SH 121 funding participation

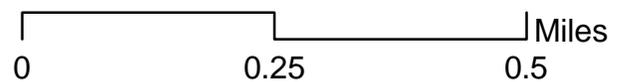
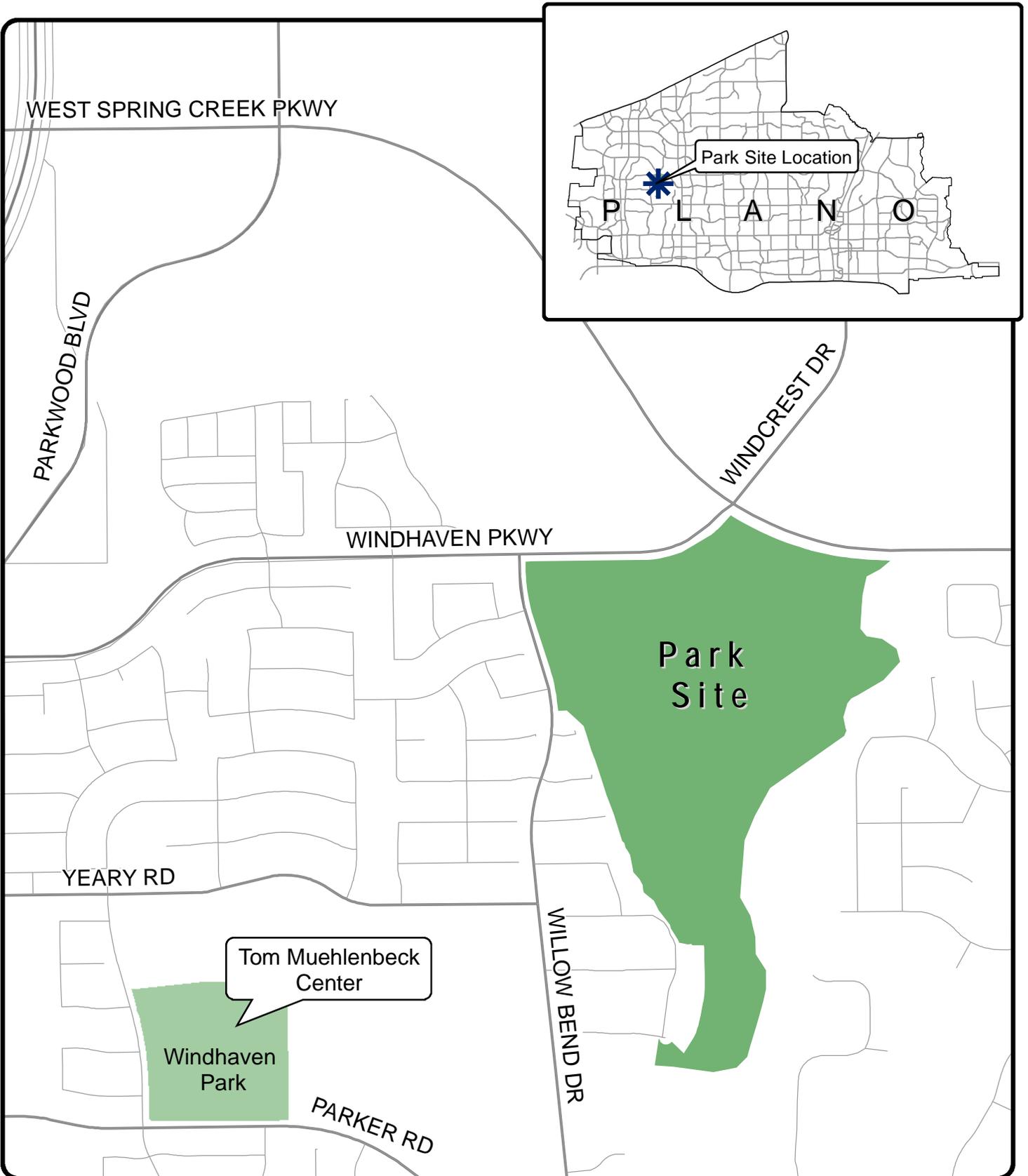
Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, designating the name of White Rock Creek Community Park Site as Windhaven Meadows Park and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Naming the White Rock Creek Community Park Site as Windhaven Meadows Park relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City Council of the City of Plano is authorized to name parks in the City of Plano. A committee, led by former Mayor Phil Dyer, has recommended that the park be named Windhaven Meadows Park.				
List of Supporting Documents: Location Map Resolution			Other Departments, Boards, Commissions or Agencies	

Location Map Park Site



A Resolution of the City Council of the City of Plano, Texas, designating the name of White Rock Creek Community Park Site as Windhaven Meadows Park and providing an effective date.

WHEREAS, the White Rock Creek Community Park Site was purchased for the purpose of serving the citizens of Plano as a community park; and

WHEREAS, the park site is currently being master planned with construction documents to be approved following adoption of the plan; and

WHEREAS, the City Council of the City of Plano is authorized to name parks in the City of Plano; and a committee, led by the former mayor has recommended that the park be named Windhaven Meadows Park.

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

Section I. The City Council of the City of Plano hereby designates the name of the White Rock Creek Community Park Site as Windhaven Meadows Park.

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

DULY PASSED AND APPROVED this the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 24, 2013		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, repealing and replacing Resolution No. 2001-7-15(R) regarding revised rates of fare for taxicabs and limousines operating within the City of Plano, Texas; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Repealing and replacing out of date resolutions relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This resolution provides for the revision of the current rates of fare for taxicabs and limousines operating within the City of Plano to be consistent with our surrounding areas. Proposed revised rates are indexed to the rates of fare listed with the City of Dallas as amended from time to time. This revision is consistent with the original legislative intent of Resolution 2001-7-15(R).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000

MEMORANDUM

DATE: June 13, 2013
TO: Lashon Ross, Deputy City Manager
FROM: Gregory W. Rushin, Chief of Police 
SUBJECT: Update of Fare Rates for Taxicab and Limousines

This resolution provides for the revision of the fare rates for taxicabs and limousines that operate within the City of Plano. The prior resolution set the fare rates at the same rate as the City of Dallas, but did not account for the possibility the City of Dallas may amend the rates. This resolution will index the rates set by the City of Dallas and will automatically incorporate future revisions made by the Dallas City Council.

A Resolution of the City Council of the City of Plano, Texas, repealing and replacing Resolution No. 2001-7-15(R) regarding revised rates of fare for taxicabs and limousines operating within the City of Plano, Texas; and providing an effective date.

WHEREAS, the City of Plano City Charter Section 3.07(k) empowers the City Council to regulate, license, and fix the charges or fares for vehicles for hire, whether for transportation of passengers or freight, that operate on the public streets and alleys of the City; and

WHEREAS, the City Code of Ordinances Section 11-120 mandates that taxicab and limousine fares shall not be greater than those established by resolution of the City Council; and

WHEREAS, the taxicab and limousine rates were most recently established by City Council pursuant to Resolution No. 2001-7-15(R) which set the fares for vehicles for hire at the same rate as the City of Dallas and whereas the City of Dallas has since increased the rates for these services; and

WHEREAS, City Council finds that repealing Resolution No. 2001-7-15(R) and replacing it with the herein Resolution to revise the maximum rates charged by taxicabs and limousines to correspond to the fares charged in the City of Dallas is in the best interest of the City.

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

Section I. Resolution No. 2001-7-15(R) is hereby repealed by the City Council and replaced with revised fares for taxicabs and limousines as set out in the herein Resolution.

Section II. The rates of fare, including the conditions thereof, adopted by the City of Dallas as stated in Dallas City Code Chapter 45, Article VI, Section 45-6.1, and as may be amended or re-codified from time to time by the City of Dallas, provides the maximum lawful rates permitted for taxicab or limousine services operating in the City of Plano, Texas.

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

Section IV. The City Secretary's Office shall keep on file a current copy of rates of fare as set by the Dallas City Code of Ordinances as referenced in Section II herein and make it available to the public on request. The current rates of fare, including the conditions thereof, as stated in Dallas City Code Chapter 45, Article VI, Section 45-6.1, is attached hereto as Exhibit "A", and incorporated herein.

DULY PASSED AND APPROVED this 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

**CITY OF DALLAS
CITY CODE OF ORDINANCES
SEC. 45-6.1. RATES OF FARE**

(a) A holder or a driver shall not charge any fare for providing taxicab service in the city that exceeds the maximum taxicab rates of fare authorized by the following schedule:

(1) General fares.

Initial meter drop \$2.25

Each 1/9 mile \$0.20

Traffic delay time/waiting time, per 1-1/2 minutes \$0.45

Each extra passenger (up to manufacturer's rated seating capacity) \$2.00

(2) Love Field Airport fares.

Each passenger-carrying trip departing from the airport (in addition to the general fare) \$0.50

Minimum charge for each trip departing from the airport \$8.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Central Business District area or originating at a location within the Dallas Central Business District area and terminating at the airport \$18.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Market Center area or originating at a location within the Dallas Market Center area and terminating at the airport \$15.00

(3) Dallas-Fort Worth International Airport fares.

Minimum charge for each terminal transfer \$7.00

Minimum charge for each trip that requires exiting the Airport parking plaza and terminates inside of airport property \$14.50

Minimum charge for each trip that requires exiting the Airport parking plaza and terminates outside of airport property \$17.00

December 20 January 1

March 20 April 1

June 20 July 1

September 20 October 1

(b) Each holder and driver shall charge the rates of fare prescribed in Subsection (a) in accordance with the following terms and conditions:

(1) "Dallas Central Business District area" includes:

(A) the Dallas Central Business District, which is the area bounded by Woodall Rodgers Freeway on the north, Central Expressway on the east, R. L. Thornton Freeway on the south, and Stemmons Freeway on the west; and

(B) all points located within 1,000 feet of the Dallas Central Business District boundaries described in Paragraph (1)(A) of this subsection.

(2) "Dallas Market Center area" includes:

(A) the Dallas Market Center, which is the area bounded by Motor Street on the northwest, Harry Hines Boulevard on the northeast, Oak Lawn Avenue on the southeast, and Irving Boulevard on the southwest; and

(B) all points located within 1,000 feet of the Dallas Market Center boundaries described in Paragraph (2)(A) of this subsection.

(3) "Extra passengers" means the total number of passengers, less one, riding in the same taxicab whether or not going to the same destination. Children in arms are not considered passengers for purposes of counting the number of extra passengers in a taxicab.

(4) "Traffic delay time" is that time, as set and determined by the taximeter, during which the taxicab is stopped in traffic or proceeding at a speed of less than 11.5 miles per hour due to traffic conditions.

(5) "Waiting time" may be charged only when a passenger or party requests a taxicab to wait and be held exclusively for the use of that passenger or party.

(6) Passengers in the same taxicab traveling between the same points must be considered as one trip, and a multiple fare may not be charged. The only extra charge permitted for additional passengers is the \$2.00 allowed under Subsection (a) for each extra passenger.

(7) When passengers in the same taxicab have different destinations, the fare must be collected and the meter must be reset at each destination point, except when the taxicab is

engaged by, and the fare for the entire trip is paid by, one passenger or party. The \$2.00 charge for each extra passenger is permitted under this paragraph only when the fare for the entire trip is paid by one passenger or party or when more than one passenger disembarks at a single location.

(8) A passenger or party must reimburse the driver for all lawful tolls paid during the time of engagement only if the passenger or party was notified of the toll route beforehand by the driver and did not object to the toll route.

(c) The director shall periodically review the taxicab rates of fare and, after receiving input from taxicab holders and drivers, recommend any change to the city council. The city council shall hold a public hearing to consider the proposed change in rates of fare. After the hearing, the city council may approve, disapprove, or modify the proposed change.

(d) Nothing in this section prohibits a taxicab from being operated for a discounted rate or charge if:

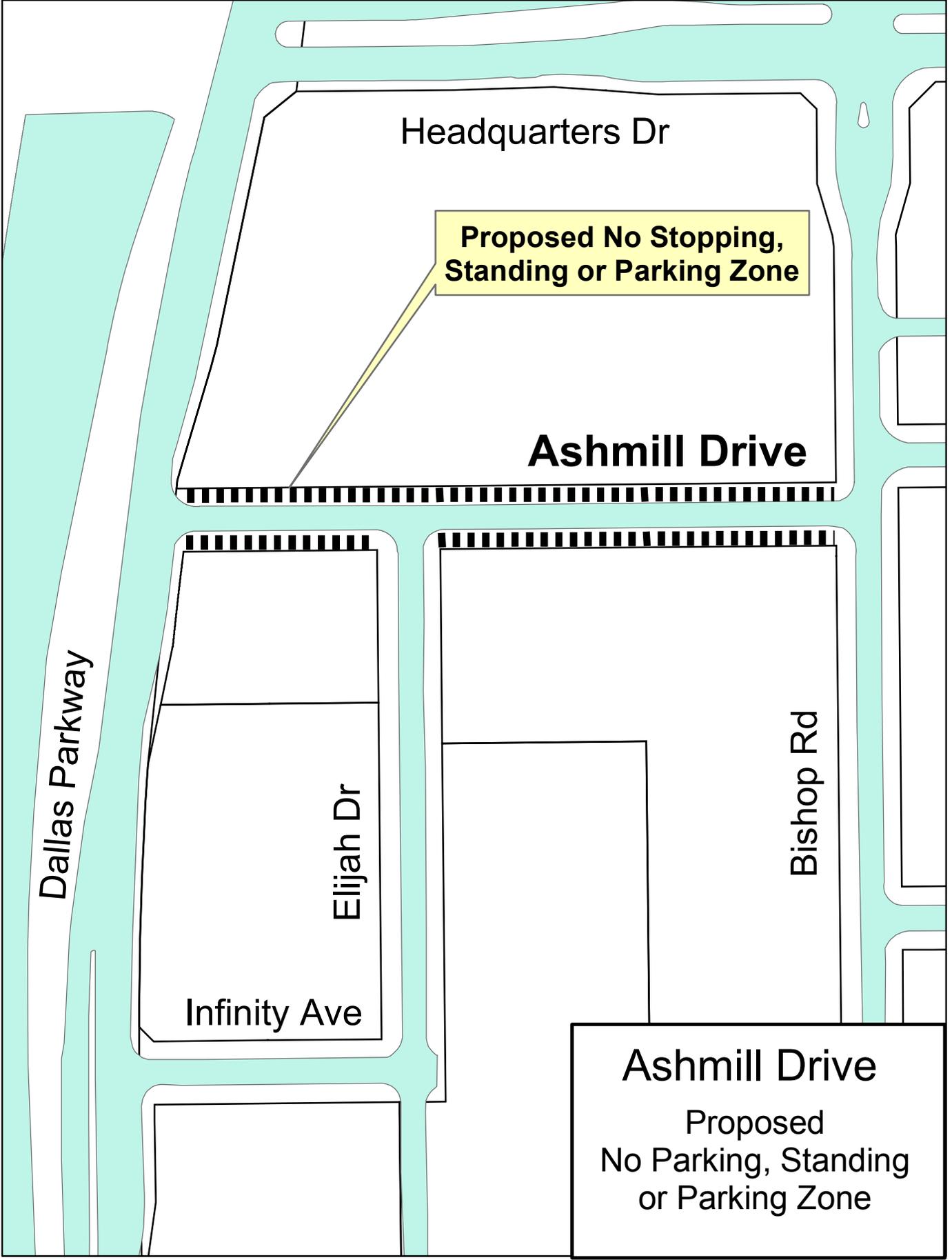
(1) the discounted rate or charge is not greater than the amount that would be charged for the same service if calculated using the maximum rates of fare allowed under Subsection (a) and applying the requirements of Subsection (b); and

(2) the discounted rate or charge is mutually agreed upon between the taxicab driver and the party responsible for payment of the fare before taxicab service begins. (Ord. Nos. 15127; 24312; 24539; 25457; 26164)



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/24/13			
Department:		Engineering			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Kathleen Schonne -7198					
CAPTION					
<p>An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on Ashmill Drive from Bishop Road to Dallas Parkway, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
<p>COMMENTS: COMMENTS: This item will generate additional revenue via fines; however, at this time the additional amount of parking fines to be collected is undeterminable.</p> <p>STRATEGIC PLAN GOAL: An ordinance prohibiting parking to improve traffic circulation and emergency response relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The Transportation Engineering Division has been working with the management association of the Shops of Legacy Town Center and Encana Oil and Gas (USA) Inc. where on-street parking on Ashmill Drive is resulting in unsafe traffic operation and hampering traffic circulation and emergency response. To address this problem, the Transportation Engineering Division (TED) has prepared the attached Ordinance prohibiting the stopping, standing, or parking of vehicles on Ashmill Drive from Bishop Road to Dallas Parkway for City Council consideration. The TED recommends approval of this Ordinance.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map					
Ordinance					



Headquarters Dr

Proposed No Stopping,
Standing or Parking Zone

Ashmill Drive

Dallas Parkway

Elijah Dr

Infinity Ave

Bishop Rd

Ashmill Drive

Proposed
No Parking, Standing
or Parking Zone

An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on Ashmill Drive from Bishop Road to Dallas Parkway, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the management association of the Shops of Legacy Town Center and Encana Oil and Gas (USA) Inc. are in agreement that parking on Ashmill Drive within the development can have a detrimental effect on the safe operation of traffic movement in the development; and

WHEREAS, the management association of the Shops of Legacy Town Center and Encana Oil and Gas (USA) Inc. have identified Ashmill Drive where the prohibition of stopping, standing, or parking at any time would help mitigate the recurrent unsafe traffic operation on this roadway and improve both traffic circulation and emergency response within the development; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit the stopping, standing or parking at any time of motor vehicles along Ashmill Drive from Bishop Road to Dallas Parkway within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along Ashmill Drive from Bishop Road to Dallas Parkway, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

“Ashmill Drive, along both sides of Ashmill Drive from its intersection with Bishop Road to its intersection with Dallas Parkway.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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 hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.

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

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

DULY PASSED AND APPROVED this 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 24, 2013		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
<p>An Ordinance of the City Council of the City of Plano, Texas, ("City") approving and adopting Rate Schedule "RRM-Rate Review Mechanism" for Atmos Energy Corporation, Mid-Tex Division to be in force in the City for a period of time as specified in the rate schedule; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and ACSC legal counsel.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: RRM agreements relate to the City's Goal of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Ordinance replaces the Atmos Mid-Tex Rate Review Mechanism (RRM) that expired in 2011. The new RRM will be effective for four years from 2013 to 2017.</p>				
List of Supporting Documents: Memorandum, Chart, Ordinance, Attachment "A"			Other Departments, Boards, Commissions or Agencies	

Date: June 24, 2013
To: City Council
Through: Bruce Glasscock, City Manager
From: Mark Israelson, Director of Office of Policy and Government Relations
Subject: Memo in Support of Ordinance

The City, along with 154 other cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”). In 2007, ACSC and Atmos Mid-Tex agreed to implement an annual rate review mechanism for Atmos Mid-Tex, known as the Rate Review Mechanism (“RRM”), as a temporary replacement for the statutory mechanism known as GRIP (the “Gas Reliability Infrastructure Program”). This first RRM tariff expired in 2011, and although ACSC and Atmos Mid-Tex met many times to attempt to reach an agreement on a renewed or replacement tariff, they were unable to do so.

ACSC and the Company renewed discussions to develop revisions to the RRM tariff, and have reached a tentative agreement on the form of the RRM tariff to be in effect for a four-year period from 2013 to 2017.

RRM Background:

The RRM tariff was originally approved by ACSC member cities as part of the settlement agreement resolving the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. The RRM process was created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP rate adjustment process. GRIP, like the RRM, is a form of expedited rate relief for gas utilities that avoids the long and costly process of a full rate filing. However, ACSC strongly opposes the GRIP process because it constitutes piecemeal ratemaking, does not allow any review by cities of the reasonableness of capital expenditures, and does not allow participation by cities in the Railroad Commission’s review of the annual GRIP filings, or recovery by cities of their rate case expenses.

Purpose of the Ordinance:

The purpose of the Ordinance is to approve the RRM tariff (“Attachment A”) that reflects the negotiated RRM process. For the RRM process to continue, cities exercising original jurisdiction must approve a tariff that authorizes the process.

Reasons Justifying Approval of the Negotiated RRM Tariff:

In the opinion of ACSC’s Executive Committee, the RRM process is a better deal for customers than the GRIP process. Atmos Mid-Tex has stated if it were to file for a rate adjustment in 2013 under the GRIP provisions, it would request approximately \$5 million more in rate relief than it plans to request in a filing under this revised RRM tariff.

Additionally, the statute authorizing the GRIP rate adjustment process allows the Company to place the entirety of any rate increase in the unavoidable monthly customer charge portion of its rates. Between 2007 and 2012, ACSC was able to negotiate rate design results that constrained residential customer charges to the \$7.00 to \$7.50 range. However, the Railroad Commission has recently raised the residential customer charge to \$17.70.

The Company has agreed that for the first filing under the revised RRM tariff, there will be no increase to the residential customer charge. Thus, some of the primary benefits of the attached RRM tariff are that it moderates the impact of rate adjustments on residential customers by not changing the residential customer charge for the first RRM period.

Under the RRM tariff, cities are also able to review the Company's annual expenses and capital investments and make adjustments, or disallowances, for any such expenses or investments that are considered to be unreasonable or unnecessary. The cities' costs in reviewing the annual filings, such as fees associated with the hiring of expert consultants and legal counsel, will be reimbursed by the Company on a monthly basis.

Explanation of "Be It Ordained" Paragraphs:

1. This section approves all findings in the Ordinance.
2. This section adopts the attached RRM Tariff ("Attachment A") and finds the adoption of the tariff to be just, reasonable, and in the public interest. Note that only the new tariff being revised is attached to the Ordinance. The initial RRM Tariff has expired by its own terms, and other existing tariffs not being changed in any way are not attached to the Ordinance.
3. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
4. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
5. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
6. This section provides for an effective date upon passage.
7. This section paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

The New RRM: How Does It Stack Up?

New RRM Tariff

- Includes limits on percentage of increase to be included in monthly customer charge.
- Shorter turn-around on discovery.
- Technical conference to expedite receipt of information from Company.
- No post-test year adjustments.
- Time limit for O&M known and measurable adjustments.
- Reduction in requested increase of at least \$3 million each year.
- Tracks the methodologies approved by the Railroad Commission in the most recent Mid-Tex rate case.

GRIP

- All increase included in customer charge.
- More costly to ratepayers, because it does not consider the Company's entire cost of providing service, including declining expenses.
- Cities have no input as to reasonableness or recovery of expenses.
- No reimbursement of Cities' rate case expenses.
- No reduction in requested increase.
- Poorer working relationship between Cities and Company.

An Ordinance of the City Council of the City of Plano, Texas, (“City”) approving and adopting Rate Schedule “RRM–Rate Review Mechanism” for Atmos Energy Corporation, Mid-Tex Division to be in force in the City for a period of time as specified in the rate schedule; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and ACSC legal counsel.

WHEREAS, the City of Plano Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “the Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of cities, most of whom retain original jurisdiction over the rates and services of Atmos Mid-Tex; and

WHEREAS, in 2007 ACSC member cities and Atmos Mid-Tex collaboratively developed the Rate Review Mechanism (“RRM”) Tariff that allows for an expedited rate review process controlled by cities as a substitute for the legislatively-constructed Gas Reliability Infrastructure Program (“GRIP”); and

WHEREAS, the GRIP mechanism does not permit the City to review rate increases, and constitutes piecemeal ratemaking; and

WHEREAS, the RRM process permits City review of requested rate increases and provides for a holistic review of the true cost of service for Atmos Mid-Tex; and

WHEREAS, the initial RRM tariff expired in 2011; and

WHEREAS, ACSC’s representatives have worked with Atmos Mid-Tex to negotiate a renewal of the RRM process that avoids litigation and Railroad Commission filings; and

WHEREAS, the ACSC’s Executive Committee and ACSC’s legal counsel recommend ACSC members approve the negotiated new RRM tariff; and

WHEREAS, the attached Rate Schedule “RRM – Rate Review Mechanism” (“RRM Tariff”) provides for a reasonable expedited rate review process that is a substitute for, and is superior to, the statutory GRIP process; and

WHEREAS, the expedited rate review process as provided by the RRM Tariff avoids piecemeal ratemaking; and

WHEREAS, the RRM tariff reflects the ratemaking standards and methodologies authorized by the Railroad Commission in the most recent Atmos Mid-Tex rate case, G.U.D. No. 10170; and

WHEREAS, the RRM Tariff provides for an annual reduction in Atmos Mid-Tex’s requested rate increase of at least \$3 million; and

WHEREAS, the RRM Tariff provides for a lower customer charge than if Atmos Mid-Tex pursued GRIP filings; and

WHEREAS, the attached RRM Tariff as a whole is in the public interest;

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

Section I. That the findings set forth in this Ordinance are hereby in all things approved.

Section II. That the City Council finds that the RRM Tariff, which is attached hereto and incorporated herein as Attachment A, is reasonable and in the public interest, and is hereby in force and effect in the City.

Section III. That to the extent any resolution or ordinance previously adopted by the City Council is inconsistent with this Ordinance, it is hereby repealed.

Section IV. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section V. That if any one or more sections or clauses of this Ordinance is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section VI. That this Ordinance shall become effective from and after its passage.

Section VII. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs for Atmos Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED this 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 1 OF 6

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers in the Mid-Tex Division of Atmos Energy Corporation ("Company") except such customers within the City of Dallas. This Rate Review Mechanism ("RRM") provides for an annual adjustment to the Company's Rate Schedules R, C, I and T ("Applicable Rate Schedules"). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

"Test Period" is defined as the twelve months ending December 31 of each preceding calendar year.

The "Effective Date" is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is June 1. The 2013 filing Effective Date is October 15, 2013.

Unless otherwise noted in this tariff, the term "Final Order" refers the final order issued by the Railroad Commission of Texas in GUD 10170.

The term "System-Wide" means all incorporated and unincorporated areas served by the Company.

"Review Period" is defined as the period from the Filing Date until the Effective Date.

The "Filing Date" is as early as practicable but no later than March 1 of each year with the exception of 2013, which shall have a Filing Date of July 15, 2013. The last annual Effective Date is June 1, 2017.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service ("COS") that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD} - \text{ADJ}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 2 OF 6

Test Period adjusted for known and measurable items and prepared consistent with the rate making treatments approved in the Final Order. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order.

RI = return on investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, except that no post Test Period adjustments will be permitted. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes) and the return on equity from the Final Order. However, in no event will the percentage of equity exceed 55%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order.

CD = interest on customer deposits.

ADJ = Downward adjustment to the overall, System-Wide test year cost of service in the amount of \$3,000,000.00, adjusted by a percentage equal to the total percentage increase in base-rate revenue sought pursuant to this tariff.

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 3 OF 6

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company's Revenue Requirement was apportioned in the Final Order. For the Residential Class, 40% of the increase may be recovered in the customer charge. The increase to the Residential customer charge shall not exceed \$0.50 per month in any given year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. The Company will forgo any change in the Residential customer charge with the first proposed rate adjustment pursuant to this tariff. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within ten (10) calendar days after the Filing Date.

The 2013 Filing Date will be July 15, 2013.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

VI. Evaluation Procedures

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 4 OF 6

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on June 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by May 31, the rates proposed in the Company's filing shall be deemed approved effective June 1. (2013 filing RRM rate will be effective October 15, 2013 if no action is taken). Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by May 31, the rates finally approved by the regulatory authority shall be deemed effective as of June 1.

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 5 OF 6

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than August 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before August 30 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS	
EFFECTIVE DATE:	Bills Rendered on and after October 15, 2013	PAGE 6 OF 6

- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment be obtained.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/24/13		
Department:		Finance Department		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley-6409				
CAPTION				
An Ordinance of the City Council of the City of Plano, Texas repealing Ordinance No. 98-5-8 establishing a program entitled "Plano Reaching Out" and a fund of the same name for the public purpose of funding local social service agencies; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	120,623	0
BALANCE		0	120,623	0
FUND(S): GENERAL				
<p>COMMENTS: Approval of this item will repeal the "Plano Reaching Out" program. The accumulated remaining balance in this program, in the amount of \$120,623, will be added as a one-time supplement to the FY 2013-14 Social Services Funding allocation. The projected budgeted amount for Social Services Funding in FY 2013-14 is \$264,910. This one-time supplemental amount will increase the FY 2013-14 Social Services Funding to a total amount of \$385,533.</p> <p>STRATEGIC PLAN GOAL: Repealing the original Ordinance and adding the balance to Social Services Funding relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
This ordinance repeals the establishment of a the program entitled "Plano Reaching Out" and a fund of the same name as it is in the best interest of the City for the program and the fund to be discontinued.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City Council of the City of Plano, Texas repealing Ordinance No. 98-5-8 establishing a program entitled "Plano Reaching Out" and a fund of the same name for the public purpose of funding local social service agencies; and providing an effective date.

WHEREAS, the City Council adopted Ordinance No. 98-5-8 on May 11, 1998, establishing a program entitled "Plano Reaching Out" and a fund of the same name for the public purpose of funding local social service agencies; and

WHEREAS, it is in the best interest of the City for the program and the fund to be discontinued; and

WHEREAS, the City Council finds that Ordinance No. 98-5-8 should be repealed.

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

Section I. The City Council hereby repeals Ordinance No. 98-5-8 in its entirety.

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

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/24/13		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason x8301				
CAPTION				
Public Hearing and an Ordinance of the City of Plano, Texas designating a certain area within the City of Plano, Texas as Reinvestment Zone No. 135 for tax abatement, consisting of a 14.233 acre tract of land located in the M. Taylor Survey, Abstract No. 897, in the City of Plano, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. Notice of public hearing published June 13, 2013 to create Reinvestment Zone 135. The real property improvements amount is \$12,000,000 and the business personal property amount is \$1,800,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to ReachLocal, Inc., a Delaware corporation, request for tax abatement on Reinvestment Zone 135 and the creation of the zone on West Plano Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

An Ordinance of the City of Plano, Texas designating a certain area within the City of Plano, Texas as Reinvestment Zone No. 135 for tax abatement, consisting of a 14.233 acre tract of land located in the M. Taylor Survey, Abstract No. 897, in the City of Plano, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 24th day of June, 2013, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.

- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 135, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2015.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years for the Real Property Improvements.
- b) Ten (10) consecutive tax years for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Real Property Improvements.
- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property Improvements.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and

- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the M. Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1771, Page 658 of the Deed Records, Collin County, Texas (DRCCT), a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1461, Page 554 DRCCT, and a portion of a tract of land conveyed to The Residences of Austin Ranch No. 1, according to the deed recorded in Document No. 20130205000162920 DRCCT, the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod found on the north line of West Plano Parkway (a 110 foot right-of-way) for the most southerly southeast corner of said Crow-Billingsley #17 tract, and being the southwest corner of Lot 1, Block A, CMS Addition, an addition recorded in Cabinet M, Page 637, Plat Records, Collin County, Texas (PRCCT);

THENCE along the north and east line of West Plano Parkway, the following:

N 64°43'06" W, 118.18 feet;

Around a tangent curve to the right having a central angle of 31°31'49", a radius of 1145.00 feet, a chord of N 48°57'11" W - 622.18 feet, an arc length of 630.10 feet;

Around a non-tangent curve to the right having a central angle of 11°05'57", a radius of 1127.63 feet, a chord of N 27°38'14" W - 218.10 feet, an arc length of 218.44 feet;

And around a non-tangent curve to the right having a central angle of 15°50'55", a radius of 1138.39 feet, a chord of N 14°18'28" W - 313.88 feet, an arc length of 314.89 feet;

THENCE N 89°06'41" E, 1127.92 feet departing said right-of-way, to the west line of a tract conveyed to Sewell Village Cadillac, recorded in Volume 5837, Page 709 DRCCT;

THENCE S 00°34'19" E, 311.14 feet along the west line thereof, and along the west line of a tract conveyed to UH Storage, LP, recorded in Volume 5669, Page 4336 DRCCT, to the southwest corner thereof, and being on the north line of Lot 2, Block A, CMS Addition, an addition recorded in Cabinet M, Page 374 PRCCT;

THENCE S 89°25'41" W, 384.05 feet along the north line of Lots 2 and 1, CMS Addition, to a 1/2" iron rod found;

THENCE S 00°41'35" E, 658.99 feet along the west line of said Lot 1, CMS Addition, to the PLACE OF BEGINNING with the subject tract containing 619,998 square feet or 14.233 acres of land.

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the M. Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1771, Page 658 of the Deed Records, Collin County, Texas (DRCCT), a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1461, Page 554 DRCCT, and a portion of a tract of land conveyed to The Residences of Austin Ranch No. 1, according to the deed recorded in Document No. 20130205000162920 DRCCT, the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod found on the north line of West Plano Parkway (a 110 foot right-of-way) for the most southerly southeast corner of said Crow-Billingsley #17 tract, and being the southwest corner of Lot 1, Block A, CMS Addition, an addition recorded in Cabinet M, Page 637, Plat Records, Collin County, Texas (PRCCT);

THENCE along the north and east line of West Plano Parkway, the following:

N 64°43'06" W, 118.18 feet;

Around a tangent curve to the right having a central angle of 31°31'49", a radius of 1145.00 feet, a chord of N 48°57'11" W - 622.18 feet, an arc length of 630.10 feet;

Around a non-tangent curve to the right having a central angle of 11°05'57", a radius of 1127.63 feet, a chord of N 27°38'14" W - 218.10 feet, an arc length of 218.44 feet;

And around a non-tangent curve to the right having a central angle of 15°50'55", a radius of 1138.39 feet, a chord of N 14°18'28" W - 313.88 feet, an arc length of 314.89 feet;

THENCE N 89°06'41" E, 1127.92 feet departing said right-of-way, to the west line of a tract conveyed to Sewell Village Cadillac, recorded in Volume 5837, Page 709 DRCCT;

THENCE S 00°34'19" E, 311.14 feet along the west line thereof, and along the west line of a tract conveyed to UH Storage, LP, recorded in Volume 5669, Page 4336 DRCCT, to the southwest corner thereof, and being on the north line of Lot 2, Block A, CMS Addition, an addition recorded in Cabinet M, Page 374 PRCCT;

THENCE S 89°25'41" W, 384.05 feet along the north line of Lots 2 and 1, CMS Addition, to a 1/2" iron rod found;

THENCE S 00°41'35" E, 658.99 feet along the west line of said Lot 1, CMS Addition, to the PLACE OF BEGINNING with the subject tract containing 619,998 square feet or 14.233 acres of land.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/24/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, ReachLocal, Inc., and EPC-IBP 16, LLC providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 or 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0
FUND(s): N/A					
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
This relates to a ReachLocal, Inc., a Delaware corporation, request for tax abatement on Reinvestment Zone 135 and the creation of the zone on West Plano Parkway.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Tax Abatement Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, ReachLocal, Inc., and EPC-IBP 16, LLC providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, a home-rule municipal corporation of Collin and Denton Counties, Texas, ReachLocal, Inc., a Delaware corporation and EPC-IBP 16, LLC, a Texas limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 24th day of June, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

hereinafter referred to as the “Personalty”. The Personalty is to have an assessed taxable value as determined by the Collin County Central Appraisal District of not less than One Million, Eight Hundred Thousand Dollars (\$1,800,000) on the Real Property by December 31, 2015 unless an extension as a result of an Event of Force Majeure has been approved by the City in writing, and is or will be owned by Tenant.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City.

IMPROVEMENTS

4. (a) The Tenant agrees to add the Personalty required under Section 2 by December 31, 2015, unless an extension as a result of an Event of Force Majeure is approved by the City in writing. If the Tenant adds the Personalty required under Section 2 on or before December 31, 2014, the abatement for the Personalty will begin in the January 2015 tax year pursuant to Section 11(a) herein. Alternatively, if the Tenant adds the Personalty required under Section 2 after December 31, 2014 and on or before December 31, 2015, the abatement for the Personalty will begin in the January 2016 tax year pursuant to Section 11(a) herein. In no event shall the tax abatement for the Personalty start in a separate year from the tax abatement for the Real Property pursuant to Section 4(b) and Section 11(a) below. It shall be an event of default for the initial Personalty improvement to be added to the Real Property in a separate year from the year the Tenant’s Certificate of Occupancy is issued for the building at the Real Property. The term “Event of Force Majeure” means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2015, the Owner or Tenant shall make or cause to be made improvements to the Real Property consisting of a new building and improvements that are at least 100,000 gross square feet of office space with an assessed taxable value of not less than Twelve Million Dollars (\$12,000,000) for **new improvements added** to the Real Property between the dates of January 1, 2013 through the date a Tenant’s Certificate of Occupancy is issued for the Real Property improvements but in no event later than December 31, 2015, as determined by the Collin County Central Appraisal District. The Real Property abatement for the new improvements shall begin in January 2015 if the Tenant’s Certificate of Occupancy is issued for the Real Property improvements on or before December 31, 2014. Alternatively, the Real Property abatement for the new improvements shall begin in January 2016 if the Tenant’s Certificate of Occupancy for the Real Property improvements is issued in the 2015 calendar year. The Real Property tax abatement shall be pursuant to Section 11(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing.

(c) Upon the occurrence of an Event of Force Majeure, the affected party shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force

Majeure with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event of Force Majeure results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the improvements and/or Personalty shall be met.

DEFAULT

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

(a) Tenant allows its personal property taxes or Owner allows its Real Property improvement taxes owed the City to become delinquent and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner or Tenant fails to construct the Real Property improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and not replaced and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 4(b) as a result of the Owner's protest; or

(e) Tenant or Owner or Owner's duly authorized representative fails to provide the annual certification as required in Section 9; or

(f) Tenant or Owner fails to comply with the Assignment provision in Section 10; or

(g) Tenant or Owner has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

6. In the event that the Tenant or Owner defaults under Section 5(b) of this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to all parties except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5(a), (c), (d), (e) (f) and/or (g) above, the City shall give the defaulting party written notice of such default, which notice shall specifically reference this Agreement, and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to the defaulting party except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section(s) 5(a), (b) and/or (g) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the defaulting party without the benefit of this Agreement, shall become due and owing to the City from the defaulting party, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section(s) 5(c), (d), (e) and/or (f) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the defaulting party without the benefit of this Agreement to become due and owing to the City from the defaulting party, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

8. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ANNUAL CERTIFICATION

9. Beginning November 1, 2015 if the tax abatement begins in the January 2015 tax year or beginning November 1, 2016 if the tax abatement begins in the January 2016 tax year, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner hereby grants to Tenant a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of Owner and Tenant agrees to perform such duty.

ASSIGNMENT

10. If either Tenant or Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by Section 10(b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Tenant or Owner may assign this Agreement without obtaining the City's consent:

- (i) To a wholly owned affiliate of Tenant or Owner; or
- (ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Tenant or Owner; or
- (iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and

real property improvement taxes belonging to Tenant and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2015 through December 31, 2024 if the Tenant's Certificate of Occupancy for the Real Property improvements is issued on or before December 31, 2014, or, alternatively, from January 1, 2016 through December 31, 2025 if the Tenant's Certificate of Occupancy for the Real Property improvements is issued after December 31, 2014 and on or before December 31, 2015.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2015 through December 31, 2024 if the Tenant's Certificate of Occupancy for the Real Property improvements is issued on or before December 31, 2014, or, alternatively, from January 1, 2016 through December 31, 2025 if the Tenant's Certificate of Occupancy for the Real Property improvements is issued after December 31, 2014 and on or before December 31, 2015.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Tenant or Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of a Tenant or Owner filed protest and/or contest, or the removal of Personalty from the Real Property which is not replaced with Personalty which meets the assessed value requirement.

NOTICE

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

For City by notice to:

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

With copy to:

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

For Tenant by notice to:

ReachLocal, Inc.
Attention: Mr. Adam F. Wergeles
General Counsel
21700 Oxnard Street, Suite 1600
Woodland Hills, CA 91367

With copy before relocation to:

ReachLocal, Inc.
Attention: Mr. Glynn Patin
Director, Sales Operations
6400 International Parkway, Suite 1501
Plano, Texas 75093

With copy after relocation to:

ReachLocal, Inc.
Attention: Mr. Glynn Patin
Director, Sales Operations
Real Property Address TBD
Plano, Texas 75093

For Owner by notice to:

Billingsley Property Services, Inc.
Attention: Office Asset Manager
1722 Routh Street, Suite 1313
Dallas, TX 75201

With a copy to:

Williams Anderson & Ryan LLP
Attention: Mr. Jeffrey B. Williams
901 Main Street, Suite 6215
Dallas, Texas 75202

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

MISCELLANEOUS PROVISIONS

13. During the term of the Agreement, the Tenant and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Tenant and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner and Tenant, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 24th day of June, 2013, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant and Owner pursuant to their duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City, the Tenant and the Owner when executed in accordance herewith.

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

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

REACHLOCAL, INC., a Delaware
corporation

Title: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

EPC-IBP 16, LLC, a Texas limited liability
company

Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the M. Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1771, Page 658 of the Deed Records, Collin County, Texas (DRCCT), a portion of a tract of land conveyed to Crow-Billingsley #17, Ltd. according to the deed recorded in Volume 1461, Page 554 DRCCT, and a portion of a tract of land conveyed to The Residences of Austin Ranch No. 1, according to the deed recorded in Document No. 20130205000162920 DRCCT, the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron rod found on the north line of West Plano Parkway (a 110 foot right-of-way) for the most southerly southeast corner of said Crow-Billingsley #17 tract, and being the southwest corner of Lot 1, Block A, CMS Addition, an addition recorded in Cabinet M, Page 637, Plat Records, Collin County, Texas (PRCCT);

THENCE along the north and east line of West Plano Parkway, the following:

N 64°43'06" W, 118.18 feet;

Around a tangent curve to the right having a central angle of 31°31'49", a radius of 1145.00 feet, a chord of N 48°57'11" W - 622.18 feet, an arc length of 630.10 feet;

Around a non-tangent curve to the right having a central angle of 11°05'57", a radius of 1127.63 feet, a chord of N 27°38'14" W - 218.10 feet, an arc length of 218.44 feet;

And around a non-tangent curve to the right having a central angle of 15°50'55", a radius of 1138.39 feet, a chord of N 14°18'28" W – 313.88 feet, an arc length of 314.89 feet;

THENCE N 89°06'41" E, 1127.92 feet departing said right-of-way, to the west line of a tract conveyed to Sewell Village Cadillac, recorded in Volume 5837, Page 709 DRCCT;

THENCE S 00°34'19" E, 311.14 feet along the west line thereof, and along the west line of a tract conveyed to UH Storage, LP, recorded in Volume 5669, Page 4336 DRCCT, to the southwest corner thereof, and being on the north line of Lot 2, Block A, CMS Addition, an addition recorded in Cabinet M, Page 374 PRCCT;

THENCE S 89°25'41" W, 384.05 feet along the north line of Lots 2 and 1, CMS Addition, to a 1/2" iron rod found;

THENCE S 00°41'35" E, 658.99 feet along the west line of said Lot 1, CMS Addition, to the PLACE OF BEGINNING with the subject tract containing 619,998 square feet or 14.233 acres of land.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 135
Tax Abatement Agreement (the “Agreement”) between ReachLocal, Inc. (“Tenant”);
EPC-IBP 16, LLC, a Texas limited liability company (“Owner”); and the City of Plano.

This letter certifies that Tenant and Owner are in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is as checked below:

___ January 1, 2015 through December 31, 2024; or

___ January 1, 2016 through December 31, 2025.

This form is due on or before November 1 of each year that the tax abatement pursuant to this Agreement is in force. Tenant makes this certification on behalf of Owner pursuant to its power of attorney in Section 9 of the Agreement.

ReachLocal, Inc., a Delaware corporation, as
Tenant and on behalf of EPC-IBP 16, LLC,
a Texas limited liability company, as Owner

By: _____

Name: _____

Title: _____

DATE: June 4, 2013
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 3, 2013

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2013-09
APPLICANT: DAVID HICKS COMPANY**

Request to amend Planned Development-207-Retail on 119.9± acres located at the northwest corner of Shiloh Road and Renner Road in order to modify the development standards, including but not limited to building setback and parking ratio requirements. Zoned Planned Development-207-Retail/190 Tollway/Plano Parkway Overlay District.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; proposed deletions are shown as strike through text)

Restrictions

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

General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum Lot Coverage: 50%; increased to 70% if structured parking is provided
3. Maximum Floor to Area Ratio: 1.75:1
4. Maximum Height: Five story (75 feet) for buildings with multifamily residential use; 20 story for all other buildings

5. Minimum Side Yard: None, except as required by building or fire codes
6. Minimum Rear Yard: None, except as required by building or fire codes
7. Parking Regulations:
 - a. The minimum required parking shall be ~~as follows~~ in accordance with Section 3.1100 (Off-Street Parking and Loading) of the Comprehensive Zoning Ordinance with the following exceptions:
 - Multifamily - One Bedroom or Less: One parking space per unit
Two Bedrooms: One and one-half parking spaces per unit
Three Bedrooms or More: Two spaces per unit
 - Freestanding Restaurant: One space per 100 square feet of floor area
 - ~~Hotel: See Section 3.1100 (Off-Street Parking and Loading)~~
 - ~~Theater: See Section 3.1100 (Off-Street Parking and Loading)~~
 - Medical Office: One space per 300 square feet of floor area
 - Retail: One space per 300 square feet of floor area
 - Restaurants and service uses within a multi-tenant building: One space per 300 square feet of floor area
 - ~~All Other Nonresidential Uses: One space per 300 square feet of floor area.~~
 - b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or 90° to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.
 - c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
 - d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

Design Standards

1. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
2. Streetscape:
 - a. Along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
 - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.
3. Quasi-Public Streets definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a A fire lane shall be located within all quasi-public streets easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement, if provided. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
4. Building Design:
 - a. Nonresidential buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting S. H. 190 frontage road, Renner Rd., and Shiloh Rd. are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
 - b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way and quasi-public street easements provided accessible pathways are maintained.
5. Landscaping and Open Space:
 - a. Except as stated in standard 5.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, except for lots located within Tract 1.

- ii. Landscape edge width may be reduced to 10 feet along Shiloh Rd., north of Wynview Dr.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets, except for lots located within Tract 1. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

6. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations).
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations).

7. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.

8. Signage:

- a. For buildings fronting S.H. 190 frontage road, Renner Rd., and Shiloh Rd., signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).
- b. Signage for all other buildings must comply with Area A standards within Subsection 3.1605 (Downtown Sign District). Additionally, freestanding, single tenant buildings may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District).

Multifamily Residential Development Standards

1. Maximum Number of Dwelling Units: 1,200 units
2. Minimum Density: 35 dwelling units per acre
3. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).

Standards Specific to Tract 1

1. Tract 1 shall be developed in accordance with Retail (R) zoning district area, yard and bulk requirements.
2. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.

Standards Specific to Tract 2

1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Renner Rd.
 - i. Minimum front yard setback: 30 feet
 - ii. Maximum front yard setback: None
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum front yard setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. ~~When~~ Where easements are present, a minimum of 60% of each facade must be built to the easement line.

Standards Specific to Tract 3

1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Wynwood Dr., or Wynhurst Dr:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. ~~Minimum Front Yard Setback:~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of; the facade must be built to the additional easement line.

Standards Specific to Tract 4

1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Office, retail, service and restaurant uses may only occupy space within the first floor of multi-story residential buildings. Free standing office, retail, service and restaurant buildings are prohibited.

2. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements as stated in 'Design Standards 2. Streetscape' above.
3. Building Design:
 - a. Buildings fronting to Wynwood Dr., Wynhurst Dr., Wyngate Blvd., or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. ~~The maximum front yard setback~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of; the facade must be built to the additional easement line.

Standards Specific to Tracts 5 & 7

1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Retail, service and restaurant uses are prohibited.
2. Building Design:
 - a. Buildings fronting to Wynwood Dr.:
 - i. Minimum Front Yard Setback: None

- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- b. Buildings fronting ~~required-named~~ quasi-public streets:
- i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tracts 6, 8, 9 & 10

1. Uses: Car wash use is prohibited.

2. Building Design:

a. Buildings fronting to Renner Rd. or Shiloh Rd.:

- i. The minimum front yard setback shall be 10 feet.
- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.

b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:

- i. Minimum Front Yard Setback: None
- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

c. Buildings fronting ~~required named~~ quasi-public streets:

- i. Front yard setbacks are measured from the street easement line.
- ii. Minimum Front Yard Setback: None
- iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

FOR CITY COUNCIL MEETING OF: June 24 2013 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

RA/dc

xc: David Hicks, David Hicks Company
Cliff Bormann, Permit Services Manager

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 3, 2013

Agenda Item No. 6A

Public Hearing: Zoning Case 2013-09

Applicant: David Hicks Company

DESCRIPTION:

Request to amend Planned Development-207-Retail on 119.9± acres located at the northwest corner of Shiloh Road and Renner Road in order to modify the development standards, including but not limited to building setback and parking ratio requirements. Zoned Planned Development-207-Retail/190 Tollway/Plano Parkway Overlay District.

REMARKS:

The applicant is requesting to amend Planned Development-207-Retail (PD-207-R) located at the northwest corner of Shiloh Road and Renner Road in order to modify the development standards, including but not limited to building setback and parking ratio requirements, and to clarify development regulations. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. 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 property within the district is primarily undeveloped, with exception of multifamily residential within the interior of the property, a convenience store with gas pumps at the northwest corner of Renner Road and Shiloh Road, and offices fronting Shiloh Road.

A concept plan, Overall Concept Plan Turnpike Commons, accompanies this request as Agenda Item 6B, and a preliminary site plan, Turnpike Commons, Lot 3, Block 2 as Agenda Item 6C. The concept plan and preliminary site plan are contingent upon approval of this zoning request.

PD-207-R was initially approved by City Council on October 27, 2008, and amended on October 26, 2010 to redistribute permitted uses and modify the development standards. On April 15, 2013, the Planning & Zoning Commission called a public hearing to allow the applicant to submit this zoning request to consider amendments to the development regulations of PD-207-R.

Purpose of Request

The applicant wishes to amend PD-207-R in order to add, remove, and clarify language within the existing PD-207-R to allow for additional flexibility in building placement along quasi-public streets in order to address building layout/placement issues that occurred with the initial phase of multifamily residential development. Additionally, the applicant is proposing to reduce parking ratio requirements for permitted uses, clarify street easement boundaries associated with quasi-public streets, and allow for building projections within quasi-public street easements.

Surrounding Land Uses and Zoning

The properties to the north of the overhead electrical transmission lines are developed as office-showroom/warehouse and are zoned Research/Technology Center (RT). To the east across Shiloh Road are medical office, long term care, and single-family residential uses all within the city of Richardson. To the south across State Highway 190 and Renner Road are hospital, medical office, and retail uses also within the city of Richardson. To the west of the property is undeveloped land zoned RT.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Research/Technology Center. It is intended to attract high technology business similar to those currently in operation to the north along Plano Parkway. This area is intended to accommodate multiple users in a campus environment. The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April, 2012, provided that residential uses are set back a minimum of 1,200 feet from the centerline of State Highway 190. This request is not in conformance with the Future Land Use Plan designation; however, the existing PD-207-R and proposed amendments are consistent with the interim amendments to the Comprehensive Plan.

Adequacy of Public Facilities - Adequate water and sanitary sewer services are available.

ISSUES:

Quasi-Public Street Setbacks & Definition

PD-207-R currently requires buildings fronting a quasi-public street within certain tracts to have a maximum front yard setback of 15 feet unless restricted by easements; where easements are present then the buildings have to be built to the easement line. Further, the PD requires only a fire lane to be located within the quasi-public street easement. These requirements allow for no undulation within the building facade and are restrictive as to the placement of buildings fronting quasi-public streets. The proposed amendments would require buildings to have a minimum of 60% of the

building facade fall within 15 feet of the street easement line (or other additional easements if present), and ensure that all roadway improvements (i.e. fire lane, on-street parking, sidewalks) be located within the quasi-public street easement when provided. These changes will create an urban development that is less uniform and more diverse as it relates to building placement while still achieving the original intent of the district when initially adopted. The proposed front yard setback requirement is consistent with other setback requirements within the district, as well as across the city for other mixed-use urban form planned developments.

Parking

The parking requirements were initially standardized based upon a ratio of 1:300 for essentially all nonresidential uses in the district. Planning staff has subsequently determined with potential applicants interested in developing within this PD that a “one-size-fits-all” approach is not the best approach. Therefore, the PD is being amended to allow uses to provide parking in accordance with the requirements provided for in the Zoning Ordinance, while also retaining some reduced parking requirements for medical office, retail, and restaurant and service uses within multi-tenant buildings that are appropriate for mixed-use developments.

Other

To allow for additional flexibility in building layout/placement, the applicant is requesting that canopies, balconies, stoops, bay windows, awnings, and other building projections be allowed to encroach up to five feet into quasi-public street easements provided accessible pathways are maintained. Currently the PD allows for the same encroachments within public right-of-ways; therefore, it is appropriate to allow the encroachments within quasi-public street easements.

SUMMARY:

The applicant is requesting to amend PD-207-R in order to amend building setback requirements adjacent to quasi-public streets, reduce parking requirements, and clarify development regulations. The proposed PD amendment is consistent with the form and intent of the existing PD which includes reduced building setbacks and urban development standards. While the proposed request is not consistent with the Future Land Use Plan designation Research/Technology center, the existing PD-207-R and proposed amendments are consistent with the interim amendments to the Comprehensive Plan related to mixed-use development. Staff supports the amendment as requested.

RECOMMENDATION:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; proposed deletions are shown as strike through text)

Restrictions

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

General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum Lot Coverage: 50%; increased to 70% if structured parking is provided
3. Maximum Floor to Area Ratio: 1.75:1
4. Maximum Height: Five story (75 feet) for buildings with multifamily residential use; 20 story for all other buildings
5. Minimum Side Yard: None, except as required by building or fire codes
6. Minimum Rear Yard: None, except as required by building or fire codes
7. Parking Regulations:
 - a. The minimum required parking shall be ~~as follows~~ in accordance with Section 3.1100 (Off-Street Parking and Loading) of the Comprehensive Zoning Ordinance with the following exceptions:
 - Multifamily - One Bedroom or Less: One parking space per unit
Two Bedrooms: One and one-half parking spaces per unit
Three Bedrooms or More: Two spaces per unit
 - Freestanding Restaurant: One space per 100 square feet of floor area
 - ~~Hotel: See Section 3.1100 (Off-Street Parking and Loading)~~
 - ~~Theater: See Section 3.1100 (Off-Street Parking and Loading)~~
 - Medical Office: One space per 300 square feet of floor area
 - Retail: One space per 300 square feet of floor area
 - Restaurants and service uses within a multi-tenant building: One space per 300 square feet of floor area
 - ~~All Other Nonresidential Uses: One space per 300 square feet of floor area.~~
 - b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or 90° to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.

- c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
- d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

Design Standards

1. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
2. Streetscape:
 - a. Along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
 - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.
3. Quasi-Public Streets definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public streets easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement, if provided. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
4. Building Design:
 - a. Nonresidential buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting S. H. 190 frontage road, Renner Rd., and Shiloh Rd. are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

- b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way and quasi-public street easements provided accessible pathways are maintained.

5. Landscaping and Open Space:

- a. Except as stated in standard 5.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, except for lots located within Tract 1.
 - ii. Landscape edge width may be reduced to 10 feet along Shiloh Rd., north of Wynview Dr.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets, except for lots located within Tract 1. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

6. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations).
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations).

7. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.

8. Signage:

- a. For buildings fronting S.H. 190 frontage road, Renner Rd., and Shiloh Rd., signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).

- b. Signage for all other buildings must comply with Area A standards within Subsection 3.1605 (Downtown Sign District). Additionally, freestanding, single tenant buildings may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District).

Multifamily Residential Development Standards

1. Maximum Number of Dwelling Units: 1,200 units
2. Minimum Density: 35 dwelling units per acre
3. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).

Standards Specific to Tract 1

1. Tract 1 shall be developed in accordance with Retail (R) zoning district area, yard and bulk requirements.
2. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.

Standards Specific to Tract 2

1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Renner Rd.
 - i. Minimum front yard setback: 30 feet
 - ii. Maximum front yard setback: None
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum front yard setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. ~~When~~ Where easements are present, a minimum of 60% of each facade must be built to the easement line.

Standards Specific to Tract 3

1. Uses:

- a. Regional theater use is permitted.
- b. Car wash use is prohibited.

2. Building Design:

a. Buildings fronting to Wynwood Dr., or Wynhurst Dr:

- i. Minimum Front Yard Setback: None
- ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.

b. Buildings fronting ~~required named~~ quasi-public streets:

- i. Front yard setbacks are measured from the street easement line.
- ii. Minimum Front Yard Setback: None
- iii. ~~Minimum Front Yard Setback:~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tract 4

1. Uses:

- a. Multifamily use is permitted.
- b. Car wash use is prohibited.
- c. Office, retail, service and restaurant uses may only occupy space within the first floor of multi-story residential buildings. Free standing office, retail, service and restaurant buildings are prohibited.

2. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements as stated in 'Design Standards 2. Streetscape' above.
3. Building Design:
 - a. Buildings fronting to Wynwood Dr., Wynhurst Dr., Wyngate Blvd., or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. ~~The maximum front yard setback~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of; the facade must be built to the additional easement line.

Standards Specific to Tracts 5 & 7

1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Retail, service and restaurant uses are prohibited.
2. Building Design:
 - a. Buildings fronting to Wynwood Dr.:
 - i. Minimum Front Yard Setback: None

- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- b. Buildings fronting ~~required-named~~ quasi-public streets:
- i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tracts 6, 8, 9 & 10

1. Uses: Car wash use is prohibited.

2. Building Design:

a. Buildings fronting to Renner Rd. or Shiloh Rd.:

- i. The minimum front yard setback shall be 10 feet.
- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.

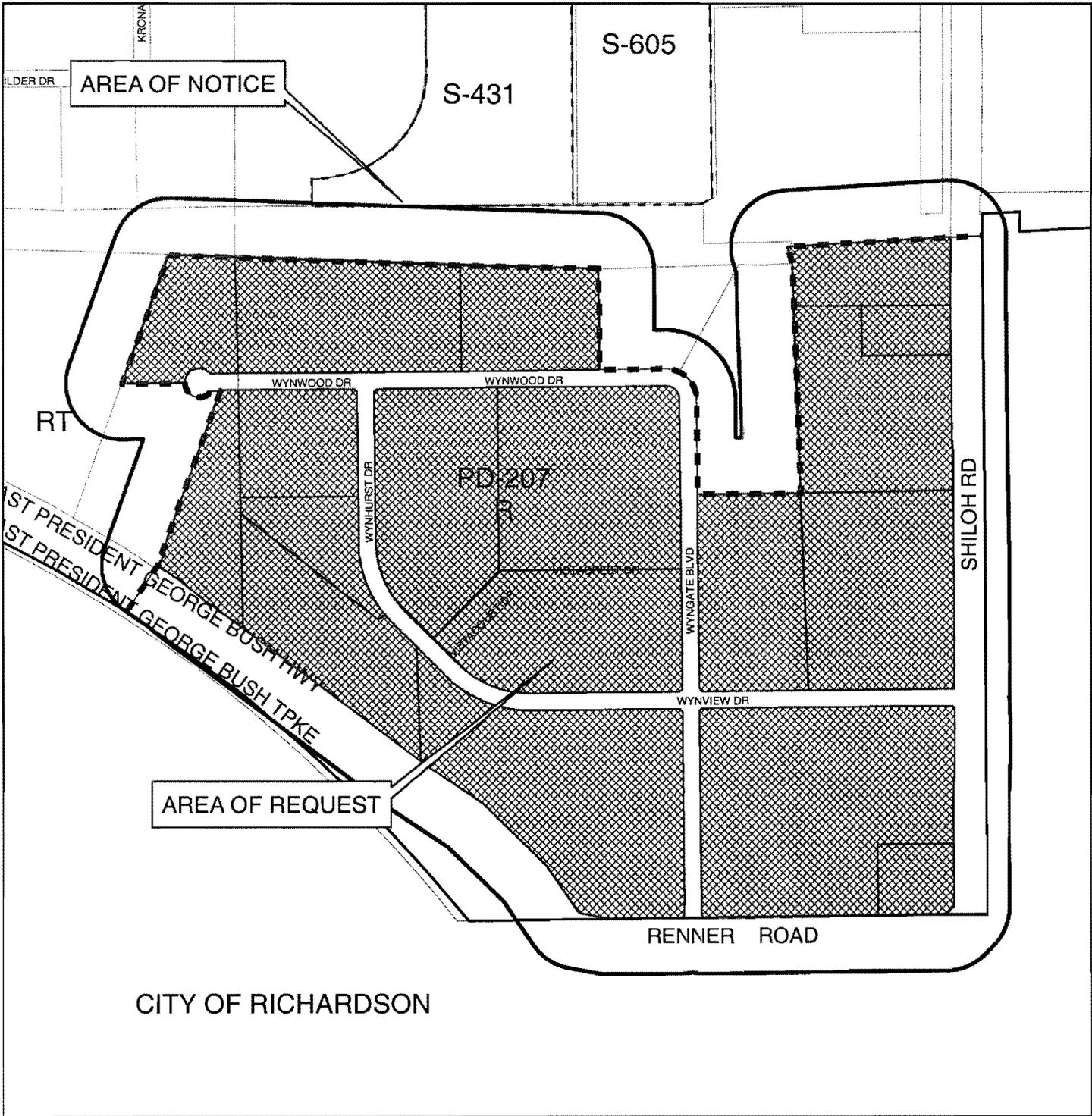
b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:

- i. Minimum Front Yard Setback: None
- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

c. Buildings fronting ~~required-named~~ quasi-public streets:

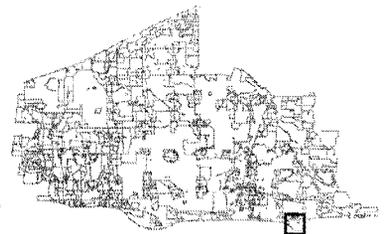
- i. Front yard setbacks are measured from the street easement line.
- ii. Minimum Front Yard Setback: None

- iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.



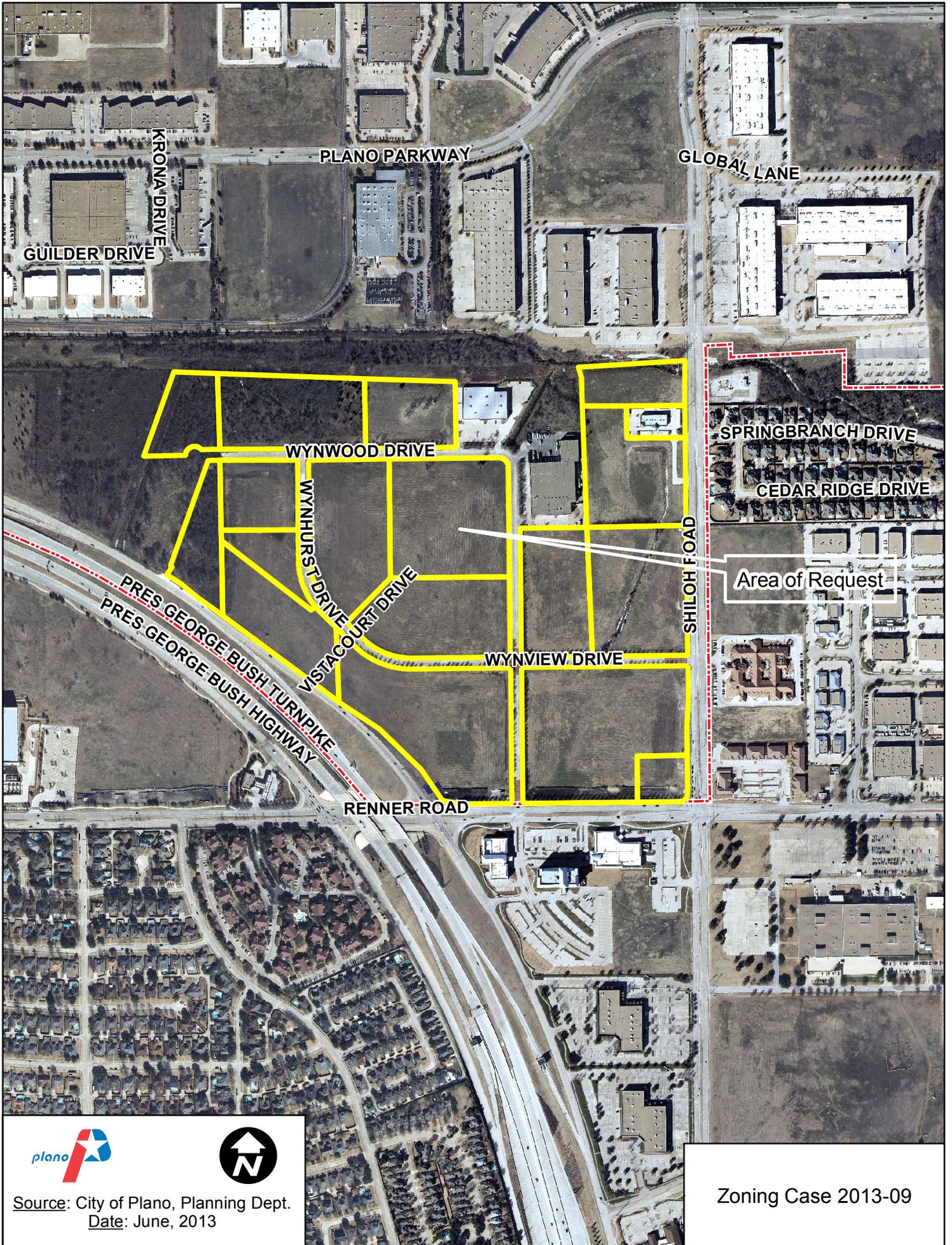
Zoning Case #: 2013-09

Existing Zoning: PLANNED DEVELOPMENT-207-RETAIL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



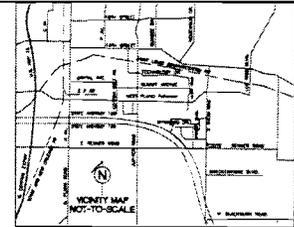
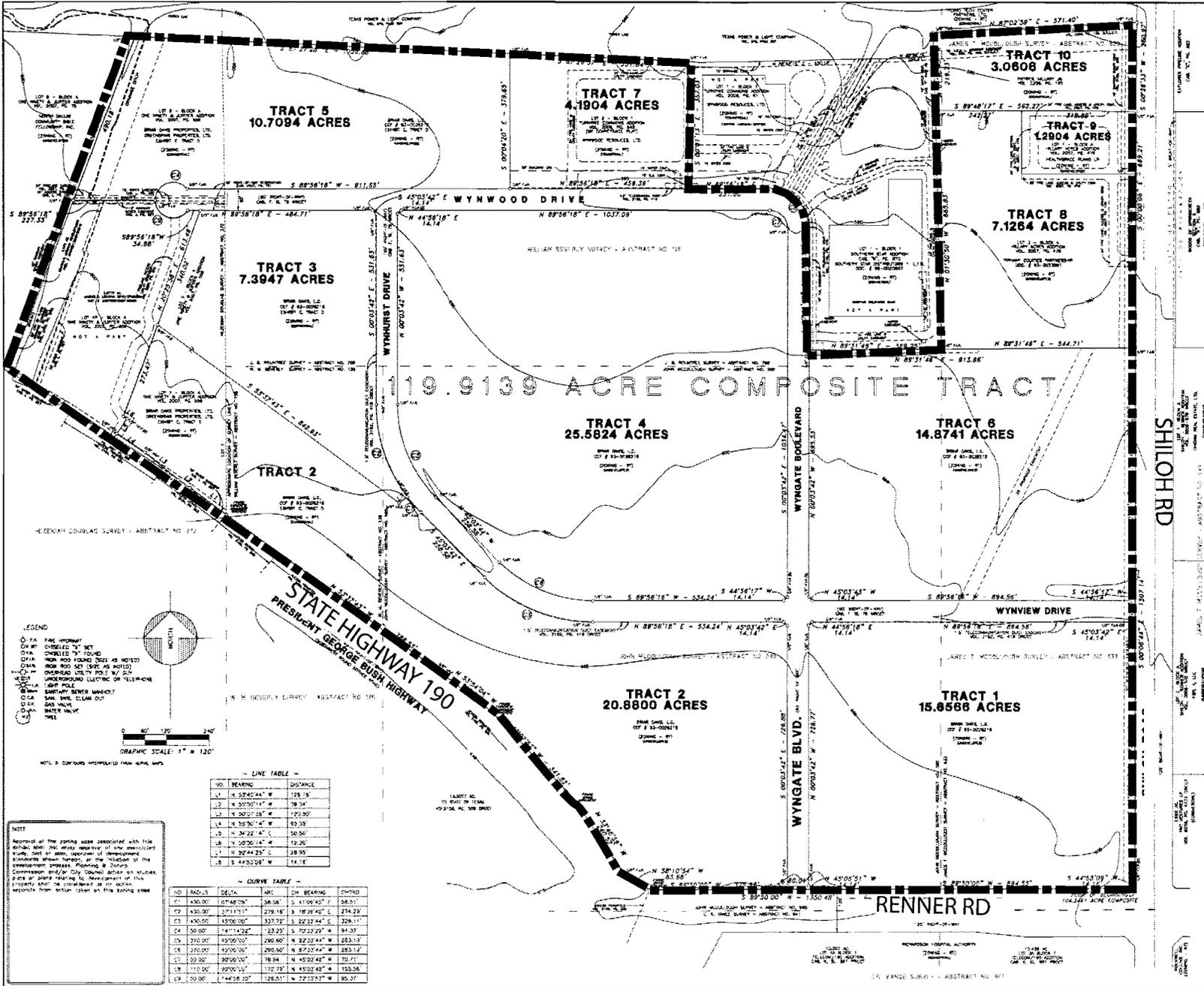


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Source: City of Plano, Planning Dept.
Date: June, 2013

Zoning Case 2013-09



NOTICE TO CONTRACTORS

THESE PLATS SHOW THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND THE LOCATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE WORK.

LEGEND

- FA FIRE HYDRANT
- CH CHIMNEY
- CA CURB
- MA MAIL BOX
- PO PO BOX
- UT UTILITY POLE
- EA EASEMENT
- LA LIGHT POLE
- SM SMART METER
- CA CANAL
- SA SAND
- WA WATER
- VE VEGETATION

NOTE

Approval of the zoning code associated with this site shall not constitute approval of the proposed plat or any portion of the development. The contractor shall be responsible for obtaining all necessary permits from the appropriate agencies. The contractor shall be responsible for protecting all existing utilities and structures. The contractor shall be responsible for maintaining access to all adjacent properties at all times. The contractor shall be responsible for restoring all areas to original or better condition after completion of the work.

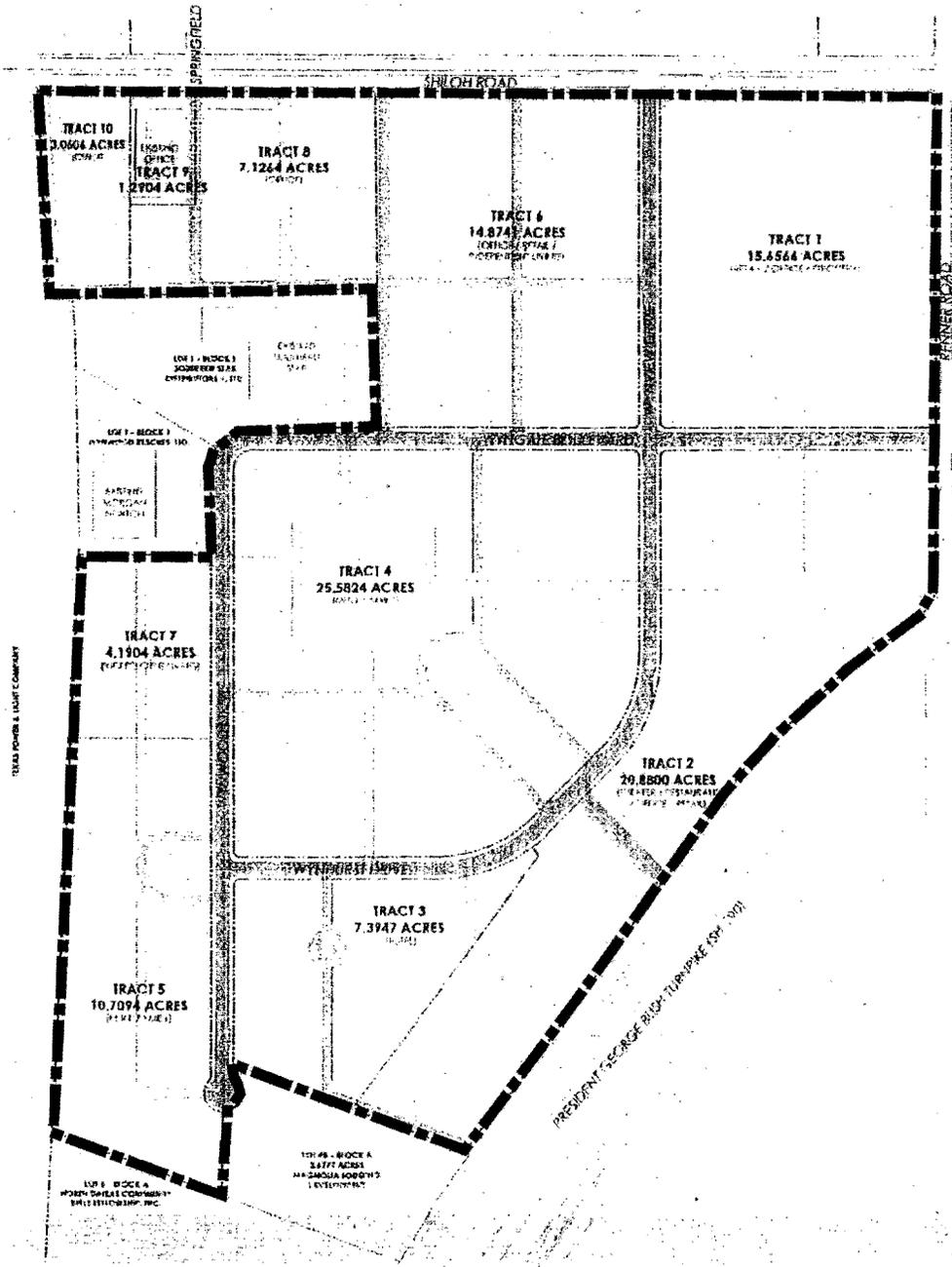
LINE TABLE

NO.	BEARING	DISTANCE
01	N 22°42'44" W	128.75
02	N 20°50'14" W	78.34
03	N 20°27'28" W	129.90
04	N 24°36'44" W	62.22
05	N 34°22'44" E	50.50
06	N 20°30'14" W	12.20
07	N 22°44'25" E	28.95
08	S 44°32'29" W	14.18

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CH	BEARING	CHORD
01	430.00	67°48'29"	38.58	5.41	69°42'57"	58.57
02	430.00	37°17'51"	279.18	5.18	36°42'57"	274.23
03	430.00	45°00'00"	327.72	5.22	33°44'54"	326.17
04	150.00	144°14'24"	123.25	5.22	22°23'29"	94.38
05	210.00	42°00'00"	286.60	5.22	33°44'54"	283.13
06	270.00	42°00'00"	295.50	5.22	33°44'54"	283.13
07	22.50	89°00'00"	18.84	5.22	42°00'00"	17.71
08	110.00	89°00'00"	172.73	5.22	42°00'00"	159.36
09	100.00	144°14'24"	128.51	5.22	22°23'29"	90.37

ZONING EXHIBIT
119.9139 ACRES
 ZONING CASE 2013-09
 TURNPIKE COMMONS
 CITY OF PLANO, COLLIN COUNTY, TEXAS

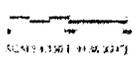


PROJECT DATA

MULTI-FAMILY: 1200 U
 INDEPENDENT LIVING: 420 U
 OFFICE: 150,000 SF
 OFFICE / RETAIL: 200,000 SF
 RETAIL: 48,000 SF
 RESTAURANT: 50,000 SF
 HOJRC: 250,000 SF
 HOJALP: 50,000 SF
 HOJALP: 25,000 SF

STREET LEGEND

- PROPERTY LINE
- USE LANE
- PRIVATE DRIVE
- INTERSECTIONS
- PUBLIC STREET



THE PURPOSE OF THIS REVISED CONCEPT PLAN IS TO MODIFY THE PROPERTY BOUNDARIES OF TRACT 8 AND TRACT 10 AND TO RE-ESTABLISH THE CONCEPT PLAN SINCE THE PREVIOUS CONCEPT PLAN EXPIRED.



VICINITY MAP (NOT TO SCALE)

PROJECT SITE INFORMATION

11.00 - REFERRED PLANNING UNIT
 11.01 - 11.02 ACRES OUT OF THE
 JONHIA CONDOMINIUMS SUBDIVISION, 285
 HUNTER LASSALLE COUNTRYSIDE ABSTRACT NO. 285
 GREENFIELD, COHEN & CO. INC. 1987

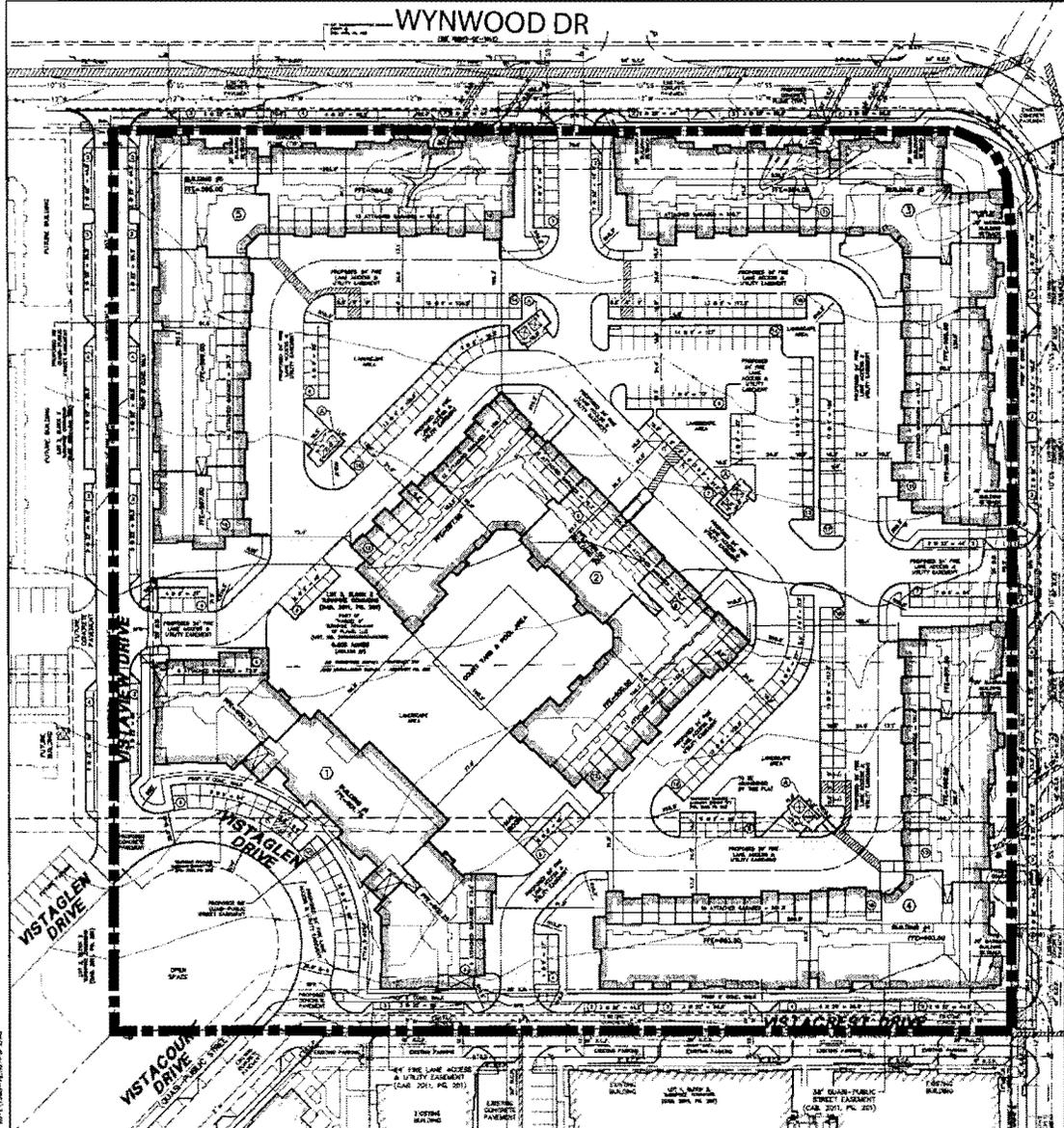
OWNER
 TURNPIRE COMMONS PLANNING
 CDD DEVELOPMENT CORPORATION
 5901 Capital Centreway, Suite 1100
 Dallas, Texas 75224
 (214) 424-4100

OWNER'S REPRESENTATIVE
 DAVID HICK COMPANY
 25201 Preston Street, Suite 204
 Dallas, Texas 75224
 (214) 770-9999

ARCHITECT
 EGO ARCHITECTS
 41415 Capital Blvd, Suite 200
 Dallas, Texas 75224
 (214) 504-9118

ZONING CASE #: 2013-09
May 21st 2013

**OVERALL CONCEPT PLAN
 TURNPIRE COMMONS**



WYNWOOD DR

WYNGATE BLVD

VISTAGLEN DRIVE

VISTACOURT DRIVE

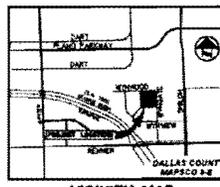
ALL DIMENSIONS ARE TO BACK-OF-CURB UNLESS OTHERWISE NOTED.

PLAN REVISIONS:
 1. POWERED ASHION CORNER THE DIMENSIONS 8200 N CENTRAL EXPRESS SUITE 1000 DALLAS TEXAS 75208
 ATTN: BRUNA ARNOLD
 PHONE: (972)335-3031

OWNER:
 TURNPIKE CONDORIS PLANS, L.P.
 270 CALLEJON COMPAÑIA
 5410 N. CENTRAL EXPRESS SUITE 1448
 DALLAS TEXAS 75208
 ATTN: CHARLES WALS
 PHONE: (972)290-9120



GRAPHIC SCALE IN FEET
 1"=40' (ON 36"x24" SHEET SIZE)



LEGEND

- 1-0 FINE HYDRANT
- 1-10 LIGHT STANDPIPE
- 1-20 MANHOLE (TYPE UNBARRI)
- 1-30 TELEPHONE BOX
- 1-40 SINK SOWER MANHOLE
- 1-50 WATER VALVE
- 1-60 1/2" W/4" RISE BOX
- 1-70 1/2" W/4" RISE BOX
- 1-80 1/2" W/4" RISE BOX
- 1-90 1/2" W/4" RISE BOX
- 1-100 1/2" W/4" RISE BOX
- 1-110 1/2" W/4" RISE BOX
- 1-120 1/2" W/4" RISE BOX
- 1-130 1/2" W/4" RISE BOX
- 1-140 1/2" W/4" RISE BOX
- 1-150 1/2" W/4" RISE BOX
- 1-160 1/2" W/4" RISE BOX
- 1-170 1/2" W/4" RISE BOX
- 1-180 1/2" W/4" RISE BOX
- 1-190 1/2" W/4" RISE BOX
- 1-200 1/2" W/4" RISE BOX
- 1-210 1/2" W/4" RISE BOX
- 1-220 1/2" W/4" RISE BOX
- 1-230 1/2" W/4" RISE BOX
- 1-240 1/2" W/4" RISE BOX
- 1-250 1/2" W/4" RISE BOX
- 1-260 1/2" W/4" RISE BOX
- 1-270 1/2" W/4" RISE BOX
- 1-280 1/2" W/4" RISE BOX
- 1-290 1/2" W/4" RISE BOX
- 1-300 1/2" W/4" RISE BOX
- 1-310 1/2" W/4" RISE BOX
- 1-320 1/2" W/4" RISE BOX
- 1-330 1/2" W/4" RISE BOX
- 1-340 1/2" W/4" RISE BOX
- 1-350 1/2" W/4" RISE BOX
- 1-360 1/2" W/4" RISE BOX
- 1-370 1/2" W/4" RISE BOX
- 1-380 1/2" W/4" RISE BOX
- 1-390 1/2" W/4" RISE BOX
- 1-400 1/2" W/4" RISE BOX
- 1-410 1/2" W/4" RISE BOX
- 1-420 1/2" W/4" RISE BOX
- 1-430 1/2" W/4" RISE BOX
- 1-440 1/2" W/4" RISE BOX
- 1-450 1/2" W/4" RISE BOX
- 1-460 1/2" W/4" RISE BOX
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- 1-480 1/2" W/4" RISE BOX
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- 1-730 1/2" W/4" RISE BOX
- 1-740 1/2" W/4" RISE BOX
- 1-750 1/2" W/4" RISE BOX
- 1-760 1/2" W/4" RISE BOX
- 1-770 1/2" W/4" RISE BOX
- 1-780 1/2" W/4" RISE BOX
- 1-790 1/2" W/4" RISE BOX
- 1-800 1/2" W/4" RISE BOX
- 1-810 1/2" W/4" RISE BOX
- 1-820 1/2" W/4" RISE BOX
- 1-830 1/2" W/4" RISE BOX
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- 1-850 1/2" W/4" RISE BOX
- 1-860 1/2" W/4" RISE BOX
- 1-870 1/2" W/4" RISE BOX
- 1-880 1/2" W/4" RISE BOX
- 1-890 1/2" W/4" RISE BOX
- 1-900 1/2" W/4" RISE BOX
- 1-910 1/2" W/4" RISE BOX
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- 1-930 1/2" W/4" RISE BOX
- 1-940 1/2" W/4" RISE BOX
- 1-950 1/2" W/4" RISE BOX
- 1-960 1/2" W/4" RISE BOX
- 1-970 1/2" W/4" RISE BOX
- 1-980 1/2" W/4" RISE BOX
- 1-990 1/2" W/4" RISE BOX
- 1-1000 1/2" W/4" RISE BOX

BUILDING SUMMARY TABLE

BUILDING ID	USE	GROSS AREA (SQ. FT.)	# STORIES	BUILDING HEIGHT (FT.)
1	MULTI-FAMILY	87,813	3	57'-0"
2	MULTI-FAMILY	86,750	3	36'-11"
3	MULTI-FAMILY	85,528	3	36'-11"
4	MULTI-FAMILY	85,828	3	36'-11"
5	MULTI-FAMILY	85,828	3	36'-11"

PARKING TABULATION BREAKDOWN

UNIT TYPE	# OF UNITS	REQUIRED PARKING PER UNIT	REQUIRED PARKING
ONE BEDROOM	184	1	184
TWO BEDROOM	116	1.8	209
THREE BEDROOM	18	3	54
TOTAL REQUIRED PARKING			447

DENSITY CALCULATIONS

DEMAND REQUIRED PER PD-207-11	20 UNITS PER ACRE
CRUISE LOT AREA	1,600 AC (437,123 SQ. FT.)
USABLE OPEN SPACE AREA (O)	637 AC (1,838,807 SQ. FT.)
QUAD-PUBLIC LAWN/STREET AREA OR NET AREA	8.74 AC (380,786 SQ. FT.)
TOTAL UNITS	322
DENSITY PROVIDED	322 UNITS/6.74 AC = 47.92

USABLE OPEN SPACE AREA INCLUDES 100% OF THE USABLE OPEN SPACE WITHIN LOT 3, BLOCK 2 ALONG THE BOUNDARY PROPERTY LINE.

QUAD-PUBLIC LAWN/STREET AREA INCLUDES 100% OF THE NET AREA WITHIN LOT 3, BLOCK 2 AND ALL OF THE 30'-0" WIDTH TO THE BOUNDARY.

ANTICIPATED TREE LOSS
 IT IS ANTICIPATED THAT 100% OF EXISTING TREES WILL BE REMOVED AS PART OF THE DEVELOPMENT OF LOT 3, BLOCK 2.

RIGHT-OF-WAY FLOORPLAN
 EXISTS ON PROPERTY

- SITE PLAN GENERAL NOTES**
1. BUILDINGS 4,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE RATED.
 2. FIRE LAMBS SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
 3. COMPLETED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENTLY ADOPTED INTERNATIONAL BUILDING CODE.
 4. FOUR-FEET SIDE SETBACKS SHALL BE PROVIDED 24 FEET OFF OF THE PROPERTY LINE WITHIN THE NORTH-TO-SOUTH WALKWAY. A REDUNDANT EXISTING IS PROVIDED FOR A REDUNDANT SETBACK OF AN ALTERNATE DESIGN IS APPROVED BY THE CITY. SIDEWALK-TO-SIDEWALK PER CITY STANDARDS SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
 5. SIDEWALK LIGHT FIXTURES AND SIGN COMPARTMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANNING DEPARTMENT.
 6. ALL SIGNAGE CONTAINED UPON APPROVAL BY PLANNING DEPARTMENT.
 7. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL DEVELOPING PLANS ARE APPROVED.
 8. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE PLANNING DEPARTMENT.
 9. BUILDING FACADES WITHIN THE DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 10. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 9-11.04 OF THE CODE OF ORDINANCES.
 11. PLEASE CONTACT THE PLANNING DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
 12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
 13. UTILITIES SHALL CONFORM TO OPERATIONAL, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 9-11.02 OF THE CODE OF ORDINANCES: TOWER, SERVICE AND PARTICULATE MATTER, SIGNALS MATTER, FIRE OR ELECTRICAL HAZARD, FLOOD AND ADDRESS MATTER, AIRBORNE NOISE/ VIBRATION PERFORMANCE STANDARDS.

LOT 3, BLOCK 2, TURNPIKE COMMENTS

ITEM	LOT 3, BLOCK 2, TURNPIKE COMMENTS	LOT 1
GENERAL SITE DATA		
SPACING (FROM EXISTING MAP)		PD-207-11
LAND USE (IF HIGH EXISTING OCCUPANCY)		MULTI-FAMILY
LOT AREA (SQUARE FEET & ACRES)	427,123 SQ. FT. / 9.805 ACRES	
BUILDING FOOTPRINT AREA (SQUARE FEET)	148,542	
TOTAL BUILDING AREA (SQUARE FEET)	428,685	
BUILDING HEIGHT (IF STORIES)	57'-0"	
SEALING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	57'-0"	
LOT COVERAGE (PERCENT - 3.0X)	42.1%	
FLOOR AREA RATIO (RATIO - 3.0X)	1.21	
PARKING		
PARKING DEMAND (FROM EXISTING OCCUPANCY)	1,077 (207) + 1,177 (207) = 2,254	
REQUIRED PARKING (IF SPACES)	447	
PROPOSED PARKING (IF SPACES)	447	
ACCESSIBLE PARKING PROVIDED (IF SPACES)	447	
PARKING IN EXCESS OF 10% OF REQUIRED PARKING (IF SPACES)	0	
LANDSCAPE AREA (INCLUDES TYPING AREAS)		
LANDSCAPE AREA AREA PROVIDED (SQUARE FEET)	0	
REQUIRED IN-PARKING LANDSCAPE AREA (FURNISH LOT LANDSCAPING) (SQUARE FEET)	81,600	
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SQUARE FEET)	54,876	
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORMWATER CONSERVATION AREAS (SQUARE FEET)	0	
TOTAL LANDSCAPE AREA (SQUARE FEET)	136,476	
PERMEABLE AREA (SHEET INCLUDING LANDSCAPING OR TYPING AREAS)	0	
PERMEABLE PAYMENT (SQUARE FEET)	0	
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OR TYPING AREAS (SQUARE FEET)	0	
TOTAL PERMEABLE AREA (SQUARE FEET)	0	
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA (SQUARE FEET)	148,542	
AREA OF SIDEWALKS, PATHWAYS & OTHER IMPERVIOUS PLATINGS (SQUARE FEET)	465,000	
OTHER IMPERVIOUS AREA	1,500	
TOTAL IMPERVIOUS AREA	615,042	
SUM OF TOTAL LANDSCAPE + TOTAL PERMEABLE AREA + TOTAL IMPERVIOUS AREA (SQUARE FEET) NOTE: FURNISH EQUAL LOT AREA	427,123	
TOTAL IMPERVIOUS AREA	615,042	
LESS BMP IMPERVIOUS AREA CREDIT	311,548	
RELIABLE IMPERVIOUS AREA	303,494	

Pacheco Koch ARCHITECTS
 4800 N CENTRAL EXPRESS SUITE 1000
 DALLAS, TX 75208 972.336.2621
 DALLAS • FORT WORTH • HOUSTON • TEXAS • BIRMINGHAM • LOS ANGELES

PRELIMINARY SITE PLAN & GENERAL TREE SURVEY

LOT 3, BLOCK 2

TURNPIKE COMMONS

JOHN MCCULLOUGH SURVEY - ABSTRACT 585

9.805 ACRES GROSS

CITY OF PLANO, COLLIN COUNTY, TEXAS

DESIGN	APPROVAL	DATE	SCALE	NOTES	FILE	PKL
SAN	ADD	APRIL 22, 2019	1"=40'			PSP

Zoning Case 2013-09

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 amend Planned Development-207-Retail on 119.9± acres of land out of the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W. M. Beverly Survey, Abstract No. 136, the Hezekia Douglas Survey, Abstract No. 272, and the J. B. Rountree Survey, Abstract No. 759, located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of June, 2013, for the purpose of considering amending Planned Development-207-Retail on 119.9± acres of land out of the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W. M. Beverly Survey, Abstract No. 136, the Hezekia Douglas Survey, Abstract No. 272, and the J. B. Rountree Survey, Abstract No. 759, located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of June, 2013; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-207-Retail on 119.9± acres of land out of the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W. M. Beverly Survey, Abstract No. 136, the Hezekia Douglas Survey, Abstract No. 272, and the J. B. Rountree Survey, Abstract No. 759, located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

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

General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum Lot Coverage: 50%; increased to 70% if structured parking is provided
3. Maximum Floor to Area Ratio: 1.75:1
4. Maximum Height: Five story (75 feet) for buildings with multifamily residential use; 20 story for all other buildings
5. Minimum Side Yard: None, except as required by building or fire codes
6. Minimum Rear Yard: None, except as required by building or fire codes
7. Parking Regulations:
 - a. The minimum required parking shall be in accordance with Section 3.1100 (Off-Street Parking and Loading) of the Comprehensive Zoning Ordinance with the following exceptions:
 - Multifamily - One Bedroom or Less: One parking space per unit
 - Two Bedrooms: One and one-half parking spaces per unit
 - Three Bedrooms or More: Two spaces per unit

- Freestanding Restaurant: One space per 100 square feet of floor area
 - Medical Office: One space per 300 square feet of floor area
 - Retail: One space per 300 square feet of floor area
 - Restaurants and service uses within a multi-tenant building: One space per 300 square feet of floor area
- b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or 90° to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.
- c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
- d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

Design Standards

1. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
2. Streetscape:
 - a. Along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
 - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.

3. Quasi-Public Streets definition: Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public street easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement, if provided. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.

4. Building Design:

- a. Nonresidential buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting S. H. 190 frontage road, Renner Rd., and Shiloh Rd. are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
- b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way and quasi-public street easements provided accessible pathways are maintained.

5. Landscaping and Open Space:

- a. Except as stated in standard 5.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, except for lots located within Tract 1.
 - ii. Landscape edge width may be reduced to 10 feet along Shiloh Rd., north of Wynview Dr.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets, except for lots located within Tract 1. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

6. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations).
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations).

7. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.

8. Signage:

- a. For buildings fronting S.H. 190 frontage road, Renner Rd., and Shiloh Rd., signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).
- b. Signage for all other buildings must comply with Area A standards within Subsection 3.1605 (Downtown Sign District). Additionally, freestanding, single tenant buildings may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District).

Multifamily Residential Development Standards

1. Maximum Number of Dwelling Units: 1,200 units
2. Minimum Density: 35 dwelling units per acre
3. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).

Standards Specific to Tract 1

1. Tract 1 shall be developed in accordance with Retail (R) zoning district area, yard and bulk requirements.
2. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.

Standards Specific to Tract 2

1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Renner Rd.
 - i. Minimum front yard setback: 30 feet
 - ii. Maximum front yard setback: None
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum front yard setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

Standards Specific to Tract 3

1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Wynwood Dr., or Wynthurst Dr:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if

parking or drive aisles are located between the building face and the street.

- b. Buildings fronting quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tract 4

- 1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Office, retail, service and restaurant uses may only occupy space within the first floor of multi-story residential buildings. Free standing office, retail, service and restaurant buildings are prohibited.
- 2. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements as stated in 'Design Standards 2. Streetscape' above.
- 3. Building Design:
 - a. Buildings fronting to Wynwood Dr., Wynhurst Dr., Wyngate Blvd., or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.

- b. Buildings fronting quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tracts 5 & 7

1. Uses:

- a. Multifamily use is permitted.
- b. Car wash use is prohibited.
- c. Retail, service and restaurant uses are prohibited.

2. Building Design:

- a. Buildings fronting to Wynwood Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- b. Buildings fronting quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tracts 6, 8, 9 & 10

1. Uses: Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Renner Rd. or Shiloh Rd.:
 - i. The minimum front yard setback shall be 10 feet.
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
 - c. Buildings fronting quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 24TH DAY OF JUNE, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-09

BEING all that certain lot, tract or parcel of land situated in the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W. M. Beverly Survey, Abstract No. 136, the Hezekiah Douglas Survey, Abstract No. 272, and the J. B. Rountree Survey, Abstract No. 759, in the City of Plano, Collin County, Texas, and being a portion of a 152.3951 acre tract of land conveyed by deed to J. C. Williams Company, Inc., recorded in Volume 1720, Page 855, Deed Records of Collin county, Texas; and also being conveyed to Briar Oaks, L.C. by deed recorded in Instrument No. 93-0024803, Tract 2, Exhibit C, of the Deed Records of Collin County, Texas; and also being all of Lot 7 and Lot 8, Block A, of One Ninety & Jupiter Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2007, Page 559, of the Map Records of Collin County, Texas; and also being all of Lot 2, Block 1 of Turnpike Commons Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas, and also being all of Lot 1 and Lot 2, Block A of Hillary Acres Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas; and also being all that certain tract of land conveyed to Patrick E. Hillary by deed recorded in Volume 2206, Page 185 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found for a corner clip at the intersection of Shiloh Road (105-foot right-of-way) with the north right-of-way line of Renner Road (variable width right-of-way) as dedicated by plat thereof recorded in Cabinet F at Slide 78 of the Plat Records of Collin County, Texas;

THENCE South, 44° 53' 09" West, for a distance of 14.16 feet to a 1/2-inch iron rod found on the north right-of-way line of Renner Road (variable width right-of-way);

THENCE South, 89° 50' 00" West, along the North right-of-way line of Renner Road, at a distance of 894.55 feet passing a 1/2-inch iron rod found for a corner clip at the intersection of Renner Road with the east right-of-way line of the aforementioned Wyngate Boulevard as dedicated by plat thereof recorded in Cabinet F at Slide 78 of the Plat Records of Collin County, Texas, at a distance of 974.56 feet passing a 1/2-inch for a corner clip at the intersection at the west right-of-way line of the said Wingate Boulevard with said Renner Road, and continuing on with the North right-of-way line of said Renner Road for a total distance of 1,350.48 feet to a brass monument in concrete found for the southeast corner of a 13.5017 acre tract of land conveyed by deed to the State of Texas for State Highway No. 190 as recorded in Volume 3106 at Page 508 of the Deed Records of Collin County, Texas;

THENCE North, 58° 10' 54" West, along the northeasterly right-of-way line of State Highway No. 190 for a distance of 83.68 feet to a 1/2-inch iron rod found for corner;

THENCE North, 33° 46' 59" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 240.52 feet to a brass monument in concrete found for corner;

THENCE North, 43° 07' 57" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 341.82 feet to a broken concrete monument found for corner;

THENCE North, 53° 54' 04" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 149.64 feet to a 5/8-inch iron rod with red cap found for corner;

THENCE North, 53° 37' 43" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 788.53 feet to a broken concrete monument found for corner in the west line of the aforementioned 152.3951 acre tract and also being the southeast corner of Lot 7 in Block A of One-Ninety and Jupiter Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 2007 at Page 559 of the Plat Records of Collin County, Texas;

THENCE North, 53° 40' 44" West, and continuing along the northeasterly right-of-way line at State Highway No. 190 for a distance of 126.76 feet to a 1/2-inch iron rod found for corner;

THENCE North, 55° 50' 14" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 39.34 feet to a 1/2-inch iron rod found for corner;

THENCE North, 50° 07' 36" West, and continuing along the new northeasterly right-of-way line of State Highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas, for a distance of 120.60 feet to a 1/2-inch iron rod found for corner;

THENCE North, 55° 50' 14" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas, for a distance of 95.35 feet to a 1/2-inch iron rod found for corner in the common line of aforementioned One-Ninety & Jupiter Addition;

THENCE North, 34° 22' 14" East, and departing the new northeasterly right-of-way line of State Highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas and along the common line of said Lot 4R and Lot 7 for a distance of 50.50 feet to a 1/2-inch iron rod found for corner;

THENCE North, 55° 50' 14" West, and along the common line of said Lot 4R and Lot 7 for a distance of 12.20 feet to a 1/2-inch iron rod found for corner;

THENCE North, 20° 25' 58" East, and along the common line of said Lot 4R and Lot 7 for a distance of 613.49 feet to a 1/2-inch iron found for corner in the south right-of-way line of Wynwood Drive (60-foot right-of-way);

THENCE South, 89° 56' 18" West, along said south right-of-way line of Wynwood Drive (60-foot right-of-way) and the common north line of said Lot 4R for a distance of 34.88 feet to the beginning of the arc of a said curve to the right, said curve having a radius of 50.00 feet, a delta angle of 144° 58' 30" and a chord bearing North, 72° 32' 57" West, at a distance of 95.37 feet;

THENCE, in a northwesterly direction for a distance 126.51 feet along the arc of said curve to the right to a 1/2-inch iron rod found for corner at a common corner of said Lot 4R and said Lot B, Block A of One Ninety & Jupiter Addition;

THENCE South, 89° 56' 18" West, and departing said Wynwood Drive (60-foot right-of-way) along the common line of said Lot 4R and Lot 8 for a distance of 227.33 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 4R, the common southwest corner of said Lot 8, and the common northwest corner of a 0.979 acre tract of land conveyed to Magnolia Lodging Development by deed recorded in Instrument Number 20070601000736900 of the Deed Records of Collin County, Texas;

THENCE North, 20° 29' 47" East, and departing said north line of Lot 4R and following along the west line of Lot 8 in Block A of the One Ninety & Jupiter Addition, for a distance of 490.18 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Lot , same being in the southerly line of a tract of land described in a deed to Texas Power & Light Company, as recorded in Volume 576, Page 367, of the Deed Records of Collin County;

THENCE South, 87° 27' 28" East, along the southerly line of said Texas Power & Light Company tract for a distance of 1,056.86 feet to a 1/2-inch iron rod found for corner at the northwest corner of a tract of land described in a deed to WM Realty Partners LP., as recorded in Document No. 97-0082444, of the Deed Records of Collin County, Texas, and being the common northwest corner of Lot 2 in Block 1 of the Turnpike Commons Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas;

THENCE South, 87° 26' 57" East, and continuing along the southerly line of said Texas Power & Light Company tract for a distance of 531.84 feet to a 1/2-inch iron rod found for corner at the northeast corner of said Lot 2 and the common northwest corner of Lot 1, Block 1, Turnpike Commons Addition, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas;

THENCE South, 00° 01' 13" East, departing said southerly line of Texas Power & Light Company tract and along the common line of said Lot 1 and Lot 2, Block 1, Turnpike Commons Addition, for a distance of 357.03 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Lot 2, Block 1, Turnpike Commons Addition, same being in the north right-of-way line of aforesaid Wynwood Drive (60-foot right-of-way);

THENCE North, 89° 56' 18" East, and departing said Lot 2, Block 1, Turnpike Commons Addition and following along the north right-of-way line of aforesaid Wynwood Drive (60-foot right-of-way), for a total distance of 231.60 feet to a point for corner at the beginning of the arc of a curve to the right, said curve having a radius of 110.00 feet, a delta angle of 90° 00' 00" and a chord bearing South, 45° 03' 42" East, at a distance of 155.56 feet;

THENCE continuing along the north right-of-way line of aforesaid Wynwood Drive (60-foot right-of-way) in a southeasterly direction, passing the southeast corner of said Lot 1, Block 1, Turnpike Commons Addition and the common westerly northwest corner of Lot 1, Block 1 of the Southern Star Addition, an addition to the City of Plano, as recorded in Cabinet 'K', Page 870, of the Map Records of Collin County, Texas, and continuing on for a total arc distance of 172.79 feet to a corner in the east right-of-way line of aforesaid Wyngate Boulevard (60-foot right-of-way);

THENCE South, 00° 03' 42" East and continuing along the east right-of-way line of said Wyngate Boulevard for a distance of 338.93 feet to a 1/2-inch iron rod found for corner at the southerly southwest corner of said Lot 1, Block 1 of said Southern Star Addition;

THENCE North, 89° 31' 46" East, departing said east right-of-way line of Wyngate Boulevard (60-foot right-of-way) for a distance of 369.25 feet to the southeast corner of said Southern Star Addition, said corner also being the southwest corner of a tract of land described in a deed to Tiphany Equities Partnership, as recorded in Document No. 93-0023851, of the Deed Records of Collin County, Texas, and also being the common southwest corner of Lot 2, Block A, Hillary Acres Addition, an addition to the City of Plano, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas;

THENCE North, 01° 30' 50" West, and along the common line of said Lot 1, Block 1, Southern Star Addition, and said Lot 2, Block A, Hillary Acres Addition, for a distance of 665.83 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Lot 2 and a common southwest corner of that certain tract of land conveyed to Patrick E. Hillary by deed recorded in Volume 2206, Page 185 of the Deed Records of Collin County, Texas;

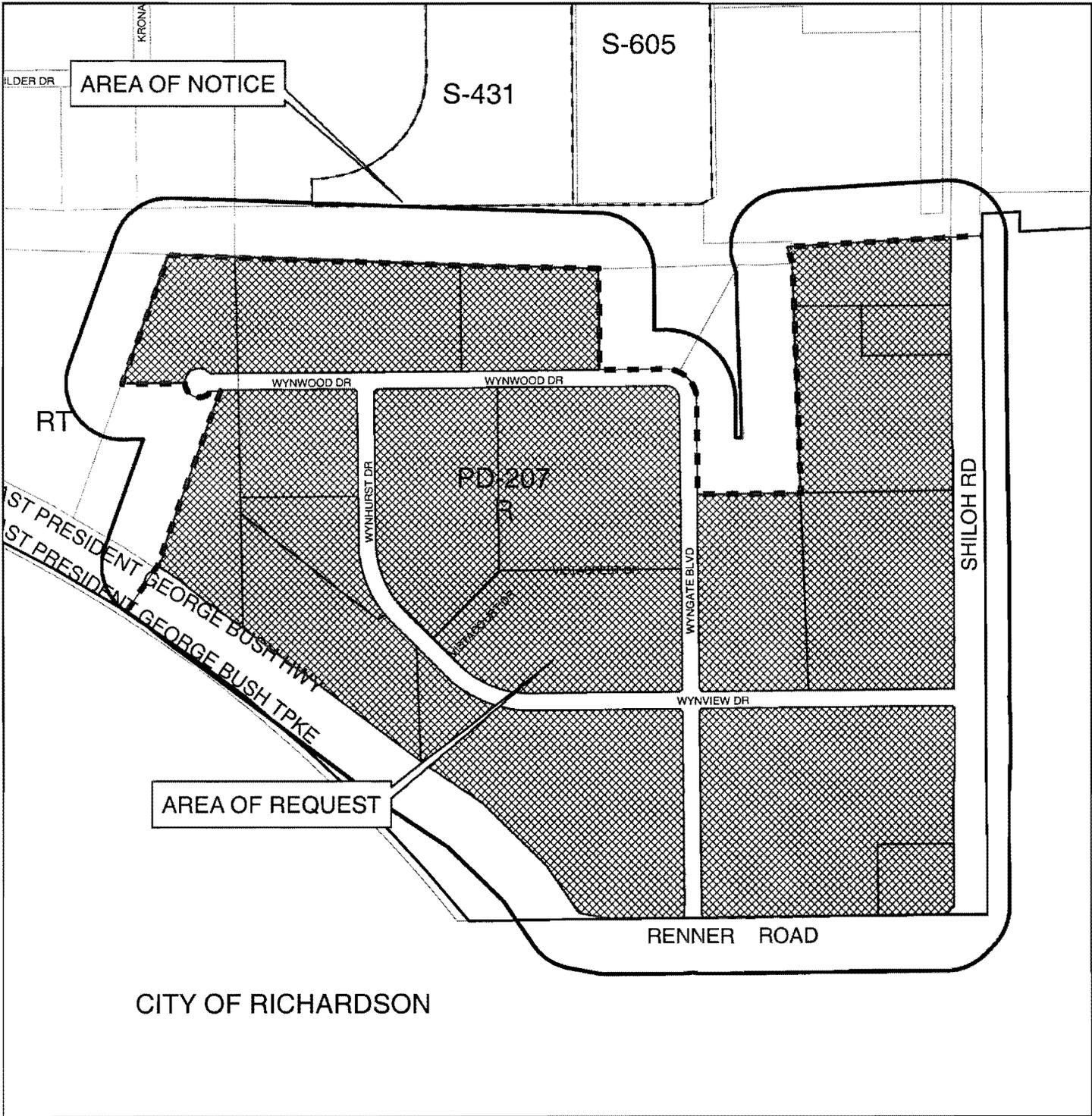
THENCE North, 01° 40' 45" West, and departing said Lot 2, Block A, Hillary Acres Addition, passing the northeast corner of said Lot 1, Block 1, Southern Star Addition and common corner of aforesaid Texas Power & Light Company tract, as recorded in Volume 576, Page 367, of the Deed Records of Collin County, Texas, and continuing on for a total distance of 219.73 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Patrick E. Hillary tract;

THENCE North, 87° 02' 59" East, for a distance of 571.40 feet to a 1/2-inch iron rod found for corner at the northeast corner of said Patrick E. Hillary tract, same being in the west right-of-way line of aforesaid Shiloh Road;

THENCE South, 00° 26' 33" West, and following along the west right-of-way line of said Shiloh Road for a distance of 250.97 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Patrick E. Hillary E. Hillary tract and the common northeast corner of Lot 1, Block A, Hillary Acres Addition, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas;

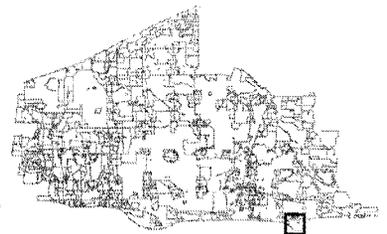
THENCE South, 00° 00' 06" East, and continuing along the west right-of-way line of said Shiloh Road, passing a 1/2-inch iron rod found at the southeast corner of said Lot 1 and a common easterly northeast corner of aforesaid Lot 2, Block A, Hillary Acres Addition, and continuing on for a total distance of 669.21 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Lot 2;

THENCE South, 00° 06' 44" east, and continuing along the west right-of-way line of said Shiloh Road (105-foot right-of-way) and said north right-of-way line of Wynview Drive (60-foot right-of-way), at a distance of 782.04 feet passing a 1/2-inch iron rod found at the southerly end of a corner clip at the intersection of said west right-of-way line of Shiloh Road and said south right-of-way line of Wynview Drive, and continuing on along said west right-of-way line of said Shiloh Road (105-foot right-of-way) for a total distance of 1,507.14 feet to the POINT OF BEGINNING and CONTAINING 119.9139 acres of land, more or less.



Zoning Case #: 2013-09

Existing Zoning: PLANNED DEVELOPMENT-207-RETAIL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



