

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. NOVEMBER 11, 2002, AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:**

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

### **EXECUTIVE SESSION**

- |     |   |           |         |
|-----|---|-----------|---------|
| I.  | Legal Advice  | Wetherbee | 10 min  |
| A.  | Respond to questions and receive legal advice on agenda items                           |           |         |
| II. | Personnel: Evaluation of Council Appointees<br>Discuss Evaluations                      | Council   | 10 min. |
| II. | Real Estate<br>Discussion of lease agreement between the City of Plano and Ken Grantham | Council   | 10 min. |

### **PRELIMINARY OPEN MEETING**

- |      |   |         |         |
|------|---|---------|---------|
| I.   | Consideration and action resulting from executive session discussion:   | Council | 5 min.  |
| II.  | DART Status Report  | Pope    | 15 min. |
| III. | Mobility Report   | Neal    | 10 min. |
| IV.  | Spotlight on Building Inspection  | Mower   | 15 min. |
| V.   | Discussion and Direction re Municipal Center Meeting Room Reservation Policy  | Hogan   | 10 min. |
| VI.  | Discussion and Direction of Parr Library and Collin County Community College as Early Voting Sites for the May, 2003 Election | Bealke  | 10 min. |
| VII. | Council items for discussion/action on future agendas   | Council | 5 min.  |

- |       |  |         |        |
|-------|--|---------|--------|
| VIII. | Consent, Statutory and Regular Agenda  | Council | 5 min. |
| IX.   | Council Reports  | Council | 5 min. |
|       | A. Council May Receive Information, discuss and provide direction on the following reports:                        |         |        |
|       | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees |         |        |

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

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

# CITY COUNCIL

1520 AVENUE K

DATE: November 11, 2002

CALL TO ORDER: 7:00 p.m.

INVOCATION: Abdul Hadi Khan  
Representing the Islamic Association  
of Collin County

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 236  
St. Mark's Catholic School

ITEM NO.	EXPLANATION	ACTION TAKEN
*	<p>MISSION STATEMENT: THE PURPOSE OF PLANO CITY GOVERNMENT IS TO FACILITATE AN OUTSTANDING QUALITY OF LIFE FOR RESIDENTS AT A REASONABLE COST IN TAXES AND FEES.</p> <p><b><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></b></p> <p>“CALEA Commissioner Dorris Certain Day”</p> <p>The Noah School Day</p> <p>* <b><u>OATHS OF OFFICE</u></b></p> <p><u>Planning and Zoning Commission</u> Willis D. Smith</p> <p><b>GENERAL DISCUSSION</b></p> <p><b>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</b></p> <p><b>Persons wishing to speak before the City Council should limit remarks to a total speaking time of five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. At the discretion of the Mayor other time restraints may be directed depending on prevailing factors.</b></p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p>* <b>Receive City Manager’s response to comments of public interest made at a previous Council meeting. Council may discuss and provide direction on the following item(s):</b></p> <p>A. Boards/Commissions</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>CONSENT AGENDA</b></p> <p><u>Any citizen may remove an item from the Consent Agenda for individual discussion, limited to a maximum of two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <b>Approval of Minutes:</b></p> <p>October 28, 2002 November 4, 2002</p> <p><u>Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:</u></p> <p>(b) <b>Bid No. 116-02</b> for purchase and maintenance of an Oce' roll printer/plotter/scanner system in the amount of \$35,429 for the Planning Department.</p> <p><u>Adoption of Resolutions</u></p> <p>(c) To grant a one-year waiver to Columbia Medical Center of Plano Subsidiary, L.P. to meet the threshold requirement relating to the real property improvements value and the new job commitment set forth in a tax abatement agreement; and providing an effective date.</p> <p>(d) To grant a one-year waiver to LaserComm, Inc. to meet the requirement relating to the job commitment set forth in a tax abatement agreement; and providing an effective date.</p> <p>(e) To grant a one-year waiver to LETCHI, LTD. to meet the requirement relating to the new job commitment set forth in a tax abatement agreement; and providing an effective date.</p> <p>(f) To approve the assignment of the tax abatement agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, and KCD-TX I Investment Limited Partnership to Wells Operating Partnership, L.P.; approving an amendment to the tax abatement agreement to revise the notification information; and providing an effective date.</p> <p>(g) To approve the terms and conditions of a public right-of-way use agreement by and between the City of Plano, Texas and Metroplex Telephone Company, a Texas General Partnership, d/b/a AT&amp;T Wireless, to locate, place, attach, install, operate, and maintain two conduits each containing six (6) coaxial cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve the terms and conditions of an agreement by and between the City of Plano and TXU Gas Company for reimbursement of costs incurred to remove, relocate, lower and protect TXU's twelve-inch high pressure gas line out of conflict with City's project to widen and extend Parker Road from Midway Road to Dozier Road; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To waive the City of Plano's application to receive funds under the Juvenile Accountability Incentive Block Grant Program administered by the Criminal Justice Division of the Office of the Governor of the State of Texas; allocating any funds for which the City of Plano was qualified to Collin County, Texas; providing that a representative of the City of Plano will participate in the Collin County Juvenile Probation Department and providing an effective date.	
(j)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To change the name of the portion of Chase Oaks Boulevard, a dedicated street within the City of Plano, Collin County, Texas, south of Spring Creek Parkway to Premier Drive; providing for a change in the official zoning records to reflect such action; and providing an effective date.</p> <p><b><u>Approval of QISV</u></b></p>	
(k)	<p>To ratify an expenditure for consulting services from The Harding Group, Inc. in an amount of \$42,480 for the support of critical infrastructure projects and to provide network management services to the City during these projects; and authorizing the City Manager to execute all documents necessary to effectuate the purchase (QISV #1752621952600).</p> <p><b><u>Approval of Reimbursement of Oversize Participation</u></b></p>	
(l)	<p>To approve and authorize reimbursement to Kimsport Corp. for oversize participation for paving improvements associated with the construction of Mapleshade Lane, east of Coit Road in the amount of \$37,591.</p> <p><b><u>Award of Contract</u></b></p>	
(m)	<p>To approve and authorize for the selection of Winkelmann &amp; Associates, Inc. to provide Professional Engineering Services for an amount not to exceed \$204,745 in connection with the design of Plano Parkway Extension (Los Rios Boulevard to 14<sup>th</sup> Street) and authorizing the City Manager to execute all necessary documents to effectuate this contract.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>The purpose of a Public Hearing is to receive input and information. The City Council is always open to public comment, but wishes to clarify that their focus is on the singularly presented position, and not on the assemblage. Eliminating the repetition of statements enables the City Council to more effectively consider all presentations.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>In order to be fair to all persons who have items on the agenda or interest in one or more of the items, the Council must impose time limitations on speakers in the Public Hearings. The applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor depending on other prevailing factors. Speakers will be notified by the City Secretary when speaking time has expired.</u></b></p>	
(1)	<p><b>Public Hearing and a resolution</b> - Consideration of Douglass Community Neighborhood Action Plan – To adopt the Douglass Community Plan for the general area bounded by F Avenue on the west, 14th Street on the north, DART Pacific rail line on the east, and Southwestern Avenue on the south, as proposed by the Douglass Community Planning Team, and approving its use by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development and provision of City Services within the Douglass Community, and providing an effective date. Applicant: City of Plano</p>	
(2)	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2002-44</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant a request for Specific Use Permit (SUP) No. 477 so as to allow the additional use of an Arcade on 0.1± acre located 250± feet south of Spring Creek Parkway and 590± feet east of Custer Road in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Retail. Neighborhood #35. Applicant: Spring Plano Corp.</p>	
(3)	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2002-50</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant a request for Specific Use Permit No. 478 so as to allow the additional use of Contract Construction on a 0.01± acre parcel located 723± feet east of K Avenue and 285± feet north of 19th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-26-Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Planned Development-26-Light Commercial. Neighborhood #60. Applicant: Barnett Walker</p>	
(4)	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2002-51</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant a request for Specific Use Permit (SUP) No. 479 so as to allow the additional use of a Private Club in conjunction with a proposed restaurant on 0.1± acre on the north side of Granite Parkway, 290± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoned Central Business-1. Neighborhood #8. Applicant: Granite Properties, Inc.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p><b>Public Hearing and an ordinance as requested in Zoning Case 2002-52</b> – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 10.0± acres on the southwest corner of Hedgcoxe Road and Custer Road in the City of Plano, Collin County, Texas, from Retail (R) to Planned Development-143-Retail (PD-R) to allow mini-warehouse/public storage as an additional use and to amend setback standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause and an effective date. Zoned Retail with Specific Use Permit No. 453 (R w/SUP #453) for a Day Care Center. Neighborhood #11. Applicant: Seoul Enterprises</p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	

November 6, 2002

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with Executive Session at 5:00 p.m. The Executive Session agenda consists of legal advice, personnel and real estate.

The Preliminary Open Meeting agenda contains the DART Report, Mobility Report and spotlight on Building Inspection. There are discussion and direction items on the Municipal Center Meeting Room Reservation Policy and the utilization of the Parr Library and Collin County Community College as early voting sites for the May, 2003 election.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck  
City Manager

THM/bn

Preliminary Open Item II.

DART Status Report  
Oral Presentation - Pope

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*POMITA*



## Transportation Mobility / Safety Report

October 2002

- Traffic Signals:

- New Signal Construction/Design -*

- ✓ **Park Blvd at Archerwood Street (Began construction. Turn on date 12/27/02)**
    - Traffic Camera Installation on K Ave at 15th and at Parker Rd (**100% complete**)
    - Parker Rd at Silver Creek Drive (**Began construction. Turn on date 11/2002**)
    - Hedgoxe Road at Preston Meadows Drive (Turn on date 12//2002)
    - Independence at Russell Creek (Turn on date 10//2002)
    - Jupiter Rd at Royal Oaks (Turn on date 1/2003)

- School Pedestrian / Bike Safety:

- ✓ **Met with PISD Safety Committee**
  - ✓ **Discussed student drop-off procedures with Bowman Elementary School officials**
  - ✓ **Safe Route to School Program inventory (70% completed)**

- Traffic Safety:

- ✓ **Alley Speed Bump Program revisions approved by City Council**
  - ✓ **Issued work-order to install parking restrictions surrounding Dog Park on Old Orchard Drive**
  - ✓ **Issued work order for traffic safety modifications on Windhaven @ Communications Prkwy**
  - ✓ **Issued work order for traffic safety modifications on Stonehaven Drive near bike-trail crossing**
  - Railroad Crossing inventory (**100% completed**)
  - 2002 Traffic Volume Map (**90% completed**)
  - Attended monthly DRMC, STTC and ITE meetings

- Dallas Area Rapid Transit (DART):

- ✓ **Coordinated DART train tour for Keep Plano Beautiful committee**
  - ✓ **Issued work orders for traffic safety modifications on J Place, and 4-hour parking signs in the downtown area**
  - Attended NCTCOG Bike Committee, DART Board, and Travel Demand Management meetings
  - Employee discount bus fare program proposal (**95% completed**)
  - US 75 Ramp Reversal Study (**issued final traffic report to TxDOT**)

- Safe Streets Program (SSP)

- ✓ **Modified test devices on Hearst Castle Drive for improved performance**
  - ✓ **Sailmaker Drive Removal Petition: Removing most western speed hump per neighborhood survey**
  - ✓ **Caravan Drive: Will install temporary devices before 12/31/02**
  - Attended TAC meeting
  - Winding Hollow: **Notice Area residents vote against using traffic management devices.**

## Participating Neighborhoods

- Promontory Point (**humps removed**)
  - Hearst Castle Way (scheduling to test devices with fire department vehicles)
  - Country Place Drive
  - Crossbend Drive from Custer to Country Place (temporary plan under development)
  - Rochelle Drive (**temporary plan under development**)
  - Hawkhurst Drive
  - Mission Ridge (emphasis enforcement begins 10/14/2002)
  - Seabrook (**emphasis enforcement begins 12/1/2002**)
  - Cumberland Trail (temp plan stage)
  - Crossbend from Mission Ridge to Coit (temp plan stage)
  - Middle Cove Drive (temp plan stage)
  - Sailmaker Drive (temp plan stage)
  - Carriage Lane (temp plan stage)
  - Ironside (temp plan stage)
  - ✓ **Russell Creek Drive (new participating neighborhood)**
  - ✓ **Glenclyff Drive (new participating neighborhood)**
- 
- Capital Improvement Program (CIP):
    - Transportation Improvement Projects-*
    - ✓ Hedgcoxe (Custer to Preston): Widen Hedgcoxe from 4 lanes to 6 lanes. Add right turn lanes at northbound Preston to eastbound Hedgcoxe, westbound Hedgcoxe to northbound Preston, all direction at Coit & Hedgcoxe and eastbound Hedgcoxe at southbound Custer. **Main lane paving completed. Working on right-turn lanes at Preston and at Coit**
    - ✓ 14th Street (Avenue G to Avenue K): Rebuild entire road, widen lanes from 10-feet to 11-feet. Reconstruct storm sewers, water and sanitary sewer lines. Westbound lanes are paved. **Working on eastbound lanes**
    - ✓ Midway (Plano Parkway to Parker): Widen Midway from 4 lanes to 6 lanes. **Widening and pavement repair completed. Working on median.**
    - ✓ Spring Creek Parkway – White Rock Creek to the Toll road. **Completing work on box culvert.**
    - ✓ Parker Road (at Preston Road): Extend left-turn lanes on Preston Road; create double left-turn lanes on Parker Road. **Project is substantially complete.**
    - ✓ Parker Road (Midway Road to Dozier): Construct Parker to six (6) lanes, widen from Midway to Oak Point Center. Constructing Parker west of Marsh Lane to the west city limits. **Main lane construction completed. Working on railroad crossing signals.**
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- NTTA/TxDOT Projects:
    - ✓ **In response to on-going right-of-way negotiations TxDOT has reduced the number of frontage road lanes on SH 121 near Spring Creek Parkway (eastbound will have one lane, westbound will have two lanes).**
    - Dallas North Tollway (DNT) – SH 121: (Under construction)
    - SH 121 (from Kathryn Lane to US-75): (Begin construction fall 2002)
    - US-75 Widening (Park Boulevard to Spring Creek Parkway): (Under construction-Completion Projected for October, 2002)
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- Long Range Planning:
    - ✓ **Reviewed Frisco Sports Complex traffic study**
    - Spring Creek Parkway corridor study (**3<sup>rd</sup> public meeting held 7 PM, 10/24/02**)
    - US-75 Ramp Study Phase 2 (**Requested TxDOT approval of traffic forecast methodology and results**)
    - Met with NTTA Board on proposed ramp improvements to the Dallas North Tollway (DNT)
    - Plano Thoroughfare Standards update (**40% completed**)

Preliminary Open Item IV.

Building Inspection Spotlight  
Oral Presentation - Mower

*Pomiva*



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099

## MEMORANDUM

**DATE:** October 21, 2002

**TO:** Mayor and City Council

**FROM:** James R. (Rod) Hogan, Executive Director

**SUBJECT:** Municipal Center Meeting Room Reservation Policy

Attached is an updated policy for reserving meeting spaces in the Municipal Center.

Since my last review with the City Council, staff has canvassed existing users of City Hall facilities. My office sent sixteen letters and/or faxes on April 30, 2002, and received four replies. The proposed new fee structure for building use, security and custodial fees was not welcomed by the respondents. Please contact me if you would like to review those responses. Our intent by proposing these fees is to cover costs associated with opening City Hall for users after normal business hours.

The current Municipal Center policy only allows fee collections on the weekends and includes \$18 per hour, with a two hour minimum, for custodial services and a building use fee. The building use fee is \$50 for the first hour and \$17 per hour for subsequent hours. The proposed policy includes weekday and weekend reservations that occur after normal business hours. There is also an updated fee schedule and a new security fee. These fees are necessary to recover our direct expenses.

The staff collected reservation policies from the cities of Arlington, Carrollton, Garland and Richardson. Arlington does not charge a fee for their meeting rooms. Garland does not charge a fee during normal business hours but does charge for evenings and weekends. Richardson's City Hall and Civic Center are housed in the same building and fees are charged for room reservations. Carrollton does not allow outside groups to use City Hall facilities, with the exception of City sponsored events. Included are fee structures for the Plano Centre, Courtyard Theater and Plano Station.

PISD has a fee structure for meeting rooms, gyms and theaters. Their fee structure is attached and is somewhat similar to our proposed fee. If you take the least expensive rate for a single elementary classroom, the first hour will cost \$68 and subsequent hourly rates would be \$38 per hour. As you will notice, the fees escalate from that point depending on the facility and

*Jim Va*

other long term rental arrangements. The proposed rate structure for City Hall facilities would be \$91 per hour with no declining rate for subsequent hours. Our proposal would include a \$30 deposit but this amount will be credited to the final bill. The new policy will also include rates for renting audio/video equipment and fees for food and beverage service. These rates would be charged according to the current rates for equipment rental at the Plano Centre. The proposed policy would include a maximum fee of \$455 for an all day event excluding any additional fees charged for audio/video and food services.

If I can provide additional information please feel free to contact me.

Attachments

Vll

## **POLICY FOR USE OF MUNICIPAL CENTER FACILITIES**

Municipal Center facilities are primarily for official City of Plano business and Plano residents. Due to limited space, rooms may only be reserved by a Plano resident and Plano based non-profit, educational, civic and cultural organizations. Reservations are limited to the dates and times when there is no regularly scheduled City-related business for those rooms. The facilities may not be used for commercial or social purposes, i.e., for-profit businesses, birthday or retirement parties, etc.

The following policy and regulations apply to persons and organizations, through their duly authorized representatives, that wish to reserve a city meeting room at Municipal Center "facilities", 1520 Ave. K, Plano, Texas. For reservations at other facilities, such as the libraries and recreation centers, please contact the manager of those facilities for assistance in reserving rooms.

### **AVAILABLE MEETING ROOMS**

Reservations are limited to the first floor conference and meeting rooms. All requests shall be confirmed no later than ten days prior to the date for the reservation along with the appropriate deposit. Available meeting rooms and contact information includes:

**Council Chamber:** All requests for reservations shall be scheduled through the City Manager's office at (972) 941-5178 or sent in writing to: City Manager's Office, 1520 Ave. K., Plano, Texas, 75074.

**Municipal Center Training Rooms A & B:** Request for reservations shall be made through the Enterprise Center, (972) 941-7305, or sent in writing to: Enterprise Center, 1520 Ave. K., Plano, Texas, 75074.

**Building Inspections Training Room & Building Inspections Conference Room:** Reservations for these facilities shall be made by calling the Building Inspection Department at (972) 941-7140 or sent in writing to: Building Inspections Department, 1520 Ave. K., Plano, Texas, 75074.

Meetings conducted by the City Council of the City of Plano and City of Plano Boards, Commissions, committees and City staff shall have first preference for any meeting room and shall not be subject to this policy.

### **REGULATIONS**

1. The City shall have first priority on all meeting rooms and may cancel any reservation for any meeting room by giving notice 24 hours prior to the event if the City determines that it must use the facility for a function directly related to the operation of the City.

The City may also cancel a reservation with less than 24 hours notice under such circumstances as an emergency called meeting of the governing body, public safety, or other circumstances requiring immediate aid or action.

2. Inaccurate or untruthful statements made by a lessee in the rental application or violation(s) of any rules and regulations for the use of City facilities may result in permanent cancellation of the person's or organization's rental privileges.
3. Reservations must be made at least ten days in advance of the scheduled date. In addition to a completed application, a deposit of \$30 is required to reserve the room if the reservation occurs during a period where a fee is charged and must be submitted with the application. A rental agreement must be signed by the lessee and is non-transferable. **Payment for all charges must be received at least one week prior to the date of facility use. A failure to remit the same within this time frame will result in cancellation of the reservation. Deposits are refundable only when the City cancels an event or reservation.**
4. Persons and organizations are limited to reservations of no more than one per calendar month by any individual or organization, whether the reservation is made individually or in combination with another user. Reservations may not be made more than 90 days in advance of the requested date.
5. Any equipment malfunction will not automatically result in any refund to the lessee.
6. No admission or other fee may be charged by the lessee, whether directly or indirectly, in connection with the use of the room other than charges to an organization's members to cover the actual rental expenses.
7. The City will not alter or modify facilities for a rental.
8. The lessee is directly responsible for supervising the activities during the rental of the facilities and will be responsible for any loss or damages to City property caused by the person, organization or its invitees.
9. No alcoholic beverages may be brought to or consumed at the Municipal Center facilities.
10. The lessee and its invitees shall comply with all other applicable laws and regulations.
11. The lessee agrees it will not engage in any unlawful discrimination in its use of Municipal Center facilities.

## HOURS

Reservations for Municipal Center meeting rooms are available during the following times:

Monday – Friday	8:00 a.m. – 10:00 p.m.
Saturday	8:30 a.m. – 4:30 p.m.
Sunday	10:00 a.m. – 3:00 p.m.

## FEES

Room reservations that begin or conclude outside regular business hours (Monday-Friday, 8:00 a.m. to 5:00 p.m.) and on weekends and holidays will be charged the following fees:

- **Custodial Fee: \$18 per hour with a two hour minimum charge.**  
*Custodial fees are for ordinary clean up, i.e., trash disposal, vacuuming, etc. The party renting the premises will be responsible for any damage to the facility or for additional custodial fees for extraordinary cleaning necessitated from the rental.*
- **Building Use Fee: \$30 per hour**  
*Building use fees are ordinary lighting, heating and air conditioning costs. This fee also includes table set-up/tear-down with table coverings for no more than ten tables.*
- **Security Fee: \$25 per hour**
- **Maximum total fee per reservation per day will not exceed \$455.**
- **Additional fees and deposits will be charged for rental of audio or video equipment. This fee schedule will be included with the rental agreement.**
- **Request for food or beverage service will be coordinated through the Plano Centre. The Plano Centre can be contacted by calling (972) 422-0296. Additional fees and deposits will be charged based on prevailing rates.**

When a meeting is scheduled to conclude no later than 9:00 p.m. on the evening of a City Council or Council appointed board, committee or commission meeting, the only fees charged will be custodial, security and any additional fees for food and/or audio/video equipment.

Plano ISD  
043910

COMMUNITY RELATIONS:  
USE OF SCHOOL FACILITIES

GKD  
(REGULATION)

Users of District facilities shall follow specified regulations:

1. The District shall have first priority on facility use and may cancel any agreement on any facility by giving notice 24 hours prior to the event if the District determines that it must use the facility for a function directly related to the operation of the District.

The District may also cancel an event with less than 24 hours notice under such emergency circumstances that would preclude the safe occupancy and use of the leased facility.

2. Any and all communications with the public by the user shall clearly identify the nature of the activity and the sponsoring organization.
3. Users must guarantee school officials that the activity is lawful, that behavior will be orderly, and that the users will pay for any damages due to their use of the premises or equipment.

Inaccurate or untruthful statements made in rental applications or contracts or violation(s) of rules and regulations for use of District facilities may result in permanent cancellation of the organization's use of District facilities.

4. After-school educational and/or child care programs shall be approved by the assigned District administrator and the school-based improvement committee.
5. Reservations for facilities will not be confirmed more than 90 days in advance except for ongoing programs or in exceptional circumstances.

Reservations for buildings or facilities must be requested at least 30 days in advance of use. The certificate of insurance must be presented to the District at least one week prior to use. Failure to provide insurance on time will result in immediate cancellation.

6. Rental of elementary classrooms will be permitted only with approval of the principal and the affected classroom teacher. Any requests for secondary classroom use will be evaluated based on availability and appropriateness.
7. School facilities may not be rented for use past 12:00 midnight.
8. The District will not alter facilities for the purpose of rental.
9. There shall be no Sunday rental of school facilities with the exception of early voting for county-administered elections, Board-approved rental for places of worship, and academically centered educational programs.
10. The District employee assigned to open and close the building will be in charge of the building and will remain on duty for the entire period of activity. The employee will be paid only by the District.
11. No smoking or use of tobacco products is permitted in District buildings or on any

✓

### District property.

No alcoholic beverages or drugs of any type will be permitted in any District building or facility or on District grounds.

12. District facilities are not available for personal rental.
13. Extra charges will be assessed for equipment use other than tables and chairs (for example, piano and public address system).
14. Any equipment malfunction at the school will not automatically result in any refunds to the lessee.
15. An employee of the food and nutritional services department of the District must be present if the kitchen is used at any facility. City of Plano sanitation guidelines require the presence of a certified sanitation person when food is prepared/served in District facilities. Additional charges for this person will be billed to the organization.
16. A rental agreement must be signed by the primary user and total payment for all charges/deposits must be received at least one week prior to the date of facility use. Rental agreements are nontransferable.
17. Reciprocal arrangements may be made with other school districts for facility usage.
18. It shall be unlawful for any person to operate or drive a motor vehicle in and upon all city/District public parks and school playgrounds, including designated park sites and playgrounds situated within the city limits of the city of Plano, and within the District, except on paved roadways and parking areas specifically designed for motor vehicle traffic.

Exceptions may be permitted in special areas or parks specified by the director of parks and recreation or by the Superintendent of the District and designated by signs placed in areas to that effect.

19. School facilities may not be rented on school holidays except by long-term rental customers.
20. Gymnasium use shall be under the following guidelines:
  - a. District facilities used for youth sports will be scheduled by an authorized representative of the organization. Coaches for individual teams are not allowed to reserve District facilities.
  - b. School events have priority at all times and may cause rescheduling of practices and games. Every effort will be made to provide advance notice of any conflicts.
  - c. The scheduling organization is the responsible party. Scheduled times for usage should be respected and maintained. Concerns, complaints, and the like, regarding times and sites of practices/games should be handled by that organization, not the school District or the school principal.
  - d. Parents of team members should be advised that it is inappropriate to allow siblings of team members to be unsupervised at the practices or games.
  - e. All boys and girls should have adult supervision when they leave the gym to go to the restroom or for a drink.
  - f. No student may enter any area of the school except the gymnasium or restroom area. Basketballs and volleyballs should not be used except in the gymnasium area.
  - g. No food or drinks are allowed in the gymnasium building.
  - h. School custodians and other school staff shall be treated with respect and



COMMUNITY RELATIONS  
USE OF SCHOOL FACILITIES

**Plano Independent School District  
Non-Profit**

**Youth Organizations/Child Care/Other Districts, Government, and /or Public Education/Extended  
Education Rental Rates**

	Gym	Cafeteria	Theater/Stage Area	Classroom
<b>Utility Rates</b>				
Elementary	\$17.00/hr	\$17.00/hr	\$17.00/hr	Pending Approval \$17.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Middle School	\$25.00/hr	\$25.00/hr	\$100.00/hr	\$25.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
High School	\$35.00/hr	\$35.00/hr	\$170.00/hr	\$35.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Senior High	Not Available	\$35.00/hr	\$220.00/hr	\$35.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr

<b>Personnel Rates</b>	
Custodial	\$21.00 per hour Long Term Youth Sports \$17.50/hr
FANS Rate	\$20.00 per hour - District sets rate
Reservation Fee	\$30.00 usage fee
Youth Sports Reservation Fee	\$160.00 usage fee/per season/per school \$12.60 usage fee/per school/per one time event (This fee is waived if an alternative gym is used due to a conflict)
Youth Non-Profit Child Care Rental /Usage Rate	Administrative/Supply Fee \$50.00 per month <u>Two hour per day fee for utilities will be charged at the rate of \$20.00.</u> For holiday and summer use, charges will include full cost for utilities and custodian overtime.

*Vii*

COMMUNITY RELATIONS  
USE OF SCHOOL FACILITIES

Plano Independent School District  
For Profit  
Community Businesses/ Adult Activities/Extended Education  
Rental Rates

	Gym	Cafeteria	Theater	Classroom
<b>Utility Rates</b>				
Elementary	\$19.00/hr	\$19.00/hr	\$19.00/hr	Pending Approval \$19.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Middle School	\$28.00/hr	\$28.00/hr	\$110.00/hr	\$28.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
High School	\$39.00/hr	\$39.00/hr	\$187.00/hr	\$39.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Senior High	Not Available	\$39.00/hr	\$242.00/hr	\$39.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr

<b>Personnel Rates</b>	
Custodial	\$21.00 per hour
FANS Rate	\$21.00 per hour - District sets rate
Reservation Fee	\$30.00 usage fee
For-Profit Child Care Rental/Usage Rate	Administrative/Supply Fee \$61.00 per month Holiday and Summer Child Care will be \$30.00 per hour which includes utilities, administration and supply fee. Custodial overtime is billed separately at \$20.00 per hour. Custodial charges are not accessed when school is in session.

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COMMUNITY RELATIONS  
USE OF SCHOOL FACILITIES

Plano Independent School District  
Long-Term Church Use  
Rental Rates

	Gym	Cafeteria	Theater	Classroom
<b>Utility Rates</b>				
Elementary	\$19.00/hr	\$19.00/hr	\$19.00/hr	Pending Approval \$19.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Middle School	\$28.00/hr	\$28.00/hr	\$110.00/hr	\$28.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
High School	\$39.00/hr	\$39.00/hr	\$187.00/hr	\$39.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr
Senior High	Not Available	\$39.00/hr	\$242.00/hr	\$39.00/hr minimum charge for the first classroom. Additional classrooms are \$6.00/hr

<b>Personnel Rates</b>	
Custodial	\$21.00 per hour
FANS Rate	\$21.00 per hour - District sets rate
Reservation Fee	\$30.00 usage fee
Administrative/Supply Fee	\$61.00 per month

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### **General Policies and Procedures**

Smoking is prohibited within all indoor areas. Outside smoking areas are designated.

Firearms, whether concealed or not, are prohibited inside Plano Courtyard Theater.

The Theater Technician must approve any use of atmospheric effects (i.e. Smoke, Haze, Fog, Cracked oil).

Confetti, rice and glitter are not permitted on the premises at any time.

The renting organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.

Necessary permits and insurance for pyrotechnics, temporary structures (i.e. tents), open flame, heating or cooking equipment must be obtained by the lessee. A copy of the permit must be on file with the Courtyard Theater prior to the event. Under most circumstances, the use of pyrotechnics or open flames will not be permitted in the Courtyard Theater.

The erection of temporary structures on the premises is strictly prohibited without prior written permission from Courtyard Theater management. Lessee assumes full financial responsibility for any damages to the facility from the erection of temporary structures or decorations.

Parking for trucks or vans is limited to one vehicle at the theater loading dock at a time and must be coordinated prior to the event. No vehicle may remain in the loading zone unattended. The loading zone is part of the Fire Lane. Once the vehicle is unloaded, it must move to the lot.

It is the responsibility of the lessee to maintain the dressing rooms in a clean and safe condition during occupancy. In addition, lessee is responsible for securing its property in any location in the facility.

The Courtyard Theater will maintain its facilities for normal use. The lessee may be charged an additional cleaning fee for: removal of decorations, excessive trash and debris, damage to furnishings or equipment. By signing the rental agreement, the lessee accepts responsibility for these fees when assessed.

The Policies and Procedures of the Courtyard Theater may be subject to revision by management without prior notice to tenants.

Vph

RENTAL RATE BENCHMARKS

A = Resident Group B = Not-for-Profit Org. C = Commercial Rental

FACILITY	SIZE	PERFORMANCE RATES			REHEARSAL RATES			EXTRA HOURS			NOTES
		A	B	C	A	B	C	A	B	C	
Mesquite Arts Center (Black Box)	125-150 seats	\$100	\$200	\$400	\$50	\$100	\$200	\$50	\$50	\$100	Perf rate covers 6 hours Reh rate covers 4 hours
Irving Arts Center (Dupree Theatre)	259 Seats	\$25/hr \$100 minimum	\$100/hr \$400 minimum	\$250/hr \$1,000 minimum	\$10/hr \$40 minimum	\$50/hr \$200 minimum	\$100/hr \$400 minimum	NA	NA	NA	Require 2 techs @ \$19.50/hr ea. Require 1 house staff @ \$19.50/hr May require security.
Garland PAC (Small Theatre)	213 Seats	\$70	\$160/Day \$250/Nite	\$250/Day \$350/Nite	\$8/hr	\$30/hr	\$50/hr	\$8	\$30	\$50	No charge for 1 <sup>st</sup> 9 hrs reh for 3+ perf After Midnight 4 times regular rates.
Addison Center Theatre	250 Seats	\$4,945/month	\$650 for 12 hours	\$700 for 12 hours	NA	NA	NA	NA	NA	NA	Resident company fills most of calendar.
Eisemann Center (Small Theatre)	368 Seats	\$200	\$350	\$500	\$75	\$150	\$225	\$25	\$50	\$75	Perf Rate covers 7 hours Reh Rate requires 3 hr minimum
ArtCentre Theatre	160 Seats	\$1,500 Month	\$175/8hrs fall day	NA	NA	NA	NA	NA	\$50	NA	PRT leases theatre monthly, sublets to other users. Require 1 tech @ \$15/hr, 4 hr. minimum
John Anthony Theatre (CCCCD)	346 Seats	NA	\$300/ 5 hrs or less \$600/more than 5 hrs	\$900/5 hrs or less \$1800/more than 5 hrs	NA	\$150/5 hrs or less \$300/more than 5 hrs	\$450/5 hrs or less \$900/more than 5 hrs	NA	NA	NA	Due to college programs, very little time available for outside groups.
Courtyard Theatre	325 Seats	\$250 Up to 8 hrs	\$325 Up to 8 hrs	\$500 Up to 8 hrs	\$125 Up to 8 hrs	\$162.50 Up to 8 hrs	\$250 Up to 8 hrs	\$50	\$60	\$75	Tech avail @ \$10/hr. May require security.

VA

 <b>BASIC RATE SCHEDULE</b>						
ROOM	Weekdays			Weekends		
	Daytime 8am-5pm	Evening 6pm-12am	All Day 8am-12am	Daytime 8am-6pm	Twilight 12pm-12am	All Day 8am-12am
Centre	2300	2300	2300	2500	2500	2500
Collinwood	800	1200	1200	1500	1750	2000
Collinwood I	500	900	900	N/A	N/A	N/A
Collinwood II/III	400	500	600	N/A	N/A	N/A
Collinwood II or III	250	300	350	N/A	N/A	N/A
Windhaven	300	350	500	600	700	800
Northbrook	250	300	350	450	500	550
Northbrook I, II, or III	125	150	175	N/A	N/A	N/A
Sunnyslope	150	175	225	250	250	250
SpringGlade	150	175	225	250	250	250
Fairview	150	175	225	250	250	250
Lavon	100	100	125	150	150	150
Hillhaven	100	100	125	150	150	150
Shady Grove	100	100	125	150	150	150
Boardroom	75	90	100	125	125	125
Directors	75	90	100	125	125	125

Special rates may be available for non-profit groups. Call for more information.

PLANO STATION - 30/hr.

Vp

MEMO

DATE: November 5, 2002

TO: Honorable Mayor and City Council  
Thomas H. Muehlenbeck, City Manager

FROM: Elaine Bealke, City Secretary *EB*

SUBJECT: Consideration of Early Voting sites for the May, 2003 Election

We are beginning again the process of planning for the 2003 City Council General Election. I am bringing forward for your consideration the establishment of the Christopher A. Parr Library (Parr) and the Collin County Community College (CCCC) Spring Creek Parkway (Spring Creek) campus as permanent sites for early voting.

The Spring Creek campus site was first used during early voting for the Special Election conducted in November, 2001 and again in May, 2002 by the City. The use of this site by the City was initially due to the request of the CCCC for voter convenience for their November, 2001 bond election and thereafter in May, 2002 to correlate with PISD and CCCC who were both using this site and with whom we conducted a joint election. I have contacted the CCCC and they have advised that as long as space is available, the Spring Creek campus can be used for early voting. (see attached)

The Parr facility was first used during early voting in the May, 2002 City/PISD/CCCC joint election and was used again in the November, 2002 General Election conducted by the County. This site was first used in place of the Presbyterian Hospital site to better facilitate parking and to provide a location west of the Dallas Tollroad at the recommendation of members of Council.

I have spoken to the City Manager and he has requested that permanent use of these sites be determined by the Council and that it be brought forward for consideration.

*Via*

## Elaine Bealke

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**From:** Sara Thetford [SThetford@CCCCD.EDU]  
**Sent:** Friday, October 25, 2002 12:15 PM  
**To:** Elaine Bealke  
**Cc:** Belinda Newman  
**Subject:** May 2003 election

Elaine,

Belinda Newman asked me to contact you regarding the May 2003 election. The Spring Creek Campus will continue to be a permanent site as long as space is available. CCCCDC will contact the Collin County Election Department when it is no longer available. Please let us know if you have any questions or require additional information. Thank you.

Sara

Sara P. Thetford  
Assistant to the Provost  
Collin County Community College District  
2200 W. University Drive  
McKinney, Texas 75071  
Sthetford@cccdd.edu  
Phone: (972) 548-6800  
Fax: (972) 548-6805

>>> "Elaine Bealke" <Elaineb@plano.gov> 10/25/02 10:02AM >>>  
We are beginning to plan for the May election and have talked with PISD regarding our shared polling places. We have used the Spring Creek campus for early voting in our last two elections. Is this location now a permanent site to be used by the jurisdictions in Collin County?

*Vick*

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

**2002**

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

*November 14 – District 2 Neighborhood Roundtable Meeting – 7:00 – 9:00 p.m.  
Plano Sports Authority – Stars Center – 6500 Preston Meadows Drive*

**November 25**

Spotlight on Convention and Visitors Bureau/Plano Centre  
Overview of Emergency Management Plan  
Comprehensive Monthly Financial Report

Council discussion and possible action relating to contractual relationships with social services, cultural arts, and historic preservation agencies and other charitable entities including application requirements, contract provisions, percentage amount of funding, reporting requirements, etc.

Recovery of Cable Modem Franchise Fees (Executive)

Evaluation of Council Appointees – Provide Feedback to Appointees (Executive)

Public Art Plan Policy

*November 28/29 – Thanksgiving Holidays*

**December 2**

Dedication of Biggerstaff Plaza  
Spotlight on Intergovernmental Relations  
Joint Planning & Zoning Meeting

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

**December 9**

DART Status Report  
Mobility Report  
Animal Services Follow-up/Update

VLLa

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

Comprehensive Monthly Financial Report  
International Business Protocol Task Force Report  
Equipment Services Business Plan  
Overpass Study – Final Report

*December 19 - Holiday Luncheon – Plano Centre – 11 am – 1 pm*

*December 24/25 Winter and Christmas Holidays*

**2003**

*January 1 – New Year's Day holiday*

**January 6**

**January 13**

DART Status Report  
Mobility Report

*January 20 – Martin Luther King holiday*

*January 23 – District 1 Roundtable – Plano Municipal Center – Training Room A*

**January 27**

**February 3**

*February 7 – 9 – AMCC – Austin, Texas*

**February 10**

DART Status Report  
Mobility Report

*February 15, 2003, Fire Banquet, Perot Systems Building*

VII

**February 24**

**March 3**

*March 10 -14 PISD Spring Break*

**March 10**

DART Status Report  
Mobility Report

**March 24**

*April 5, 2003, Police Banquet*

**April 7**

VIP Awards

**April 14**

DART Status Report  
Mobility Report

*April 24 – District 3 Neighborhood Roundtable – Carpenter Rec. Center*

**April 28**

**May 5**

**May 12**

DART Status Report  
Mobility Report

**May 26**

*May 26 – Memorial Day holiday*

VIC

*May 29, 30, 31 – 2003 Innovations Group National Conference, Plano  
Doubletree Hotel*

**June 2**

**June 9**

DART Status Report  
Mobility Report

**June 23**

*June 26 – 30 – Texas City Management Association Conference*

*July 4 – Independence Day holiday*

**July 28**

**July 30**

Council receives 2003-2004 budget

**August 5**

**August 11**

DART Status Report  
Mobility Report

*August 14 - District 4 Roundtable – Vines High School*

**August 25**

**September 1**

*September 1 – Labor Day holiday*

**September 8**

*vmd*

DART Status Report  
Mobility Report

**September 22**

*September 21 – 24 – International City Management Association Conference*

**October 6**

*October 9 – 13 – PISD Fall Break*

**October 13**

DART Status Report  
Mobility Report

**October 27**

**November 3**

**November 10**

DART Status Report  
Mobility Report

*November 13 – District 2 Roundtable – PSA Stars Center*

*November 19 – 22 – TML Conference*

**November 24**

*November 27 – 28 – Thanksgiving holidays*

**December 1**

*December 3 – 7 – NLC Conference*

**December 8**

DART Status Report  
Mobility Report

*Vire*

**December 22**

*December 25 – 26 – Christmas holidays*

11/18



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>11/11/02</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head:	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>JRM</i>	10/20/02
Agenda Coordinator (include phone #): <b>S. Tawwater X7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER SPECIAL RECOGNITION				
<b>CAPTION</b>				
"CALEA COMMISSIONER DORRIS CERTAIN DAY"				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>11/11/02</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	10/30/02
Agenda Coordinator (include phone #): <b>S. Tawwater    X7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER PROCLAMATION				
<b>CAPTION</b>				
The Noah School Day				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING**

**October 28, 2002**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Evans called the meeting to order at 5:08 p.m., Monday, October 28, 2002, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, and to discuss 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 Evans reconvened the meeting back into the Preliminary Open Meeting at 6:43 p.m. in the Council Chambers for which the following matters were discussed:

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

No items were brought forward.

**Report on Recognition Area at Memorial Park**

Parks and Recreation Planning Board Chair Guy Wormald reviewed the history of the Recognition Area and the process of site selection (existing Memorial Park). He spoke to determining who the honorees would be, categories of local, national, and military heroes, determining a selection committee and other applicable guidelines.

Mr. Wormald spoke to the preliminary concept design and presented a perspective view of what the area would look like. He spoke to erecting a curving wall made of concrete and sandstone and to engraving a remembrance of the person being recognized into the sandstone. Mr. Wormald spoke to lighting and irrigation issues to be addressed and to funding of the first stage which is to be dedicated to local heroes. He stated that no funding currently exists to build the wall. Mr. Wormald stated that the recommendation is to place this project in a holding pattern until the next bond election where funding can be considered.

Council Member Stahel spoke in support of the project and stated that he reluctantly concurs with the postponement of the project until the next budget cycle or the next bond election. Mr. Wormald advised the Council that funding for the total project involving all three recognition areas was approximately \$2 Million, and stated that five plus acres of usable land in the park is available. He advised that adequate lighting in general and illumination of the engraved areas do need to be addressed. Council Member McGee spoke to looking into the issues of providing adequate illumination and a space where flowers or the like might be left.

#### **Art Centre Grant Funds Advance Request**

Heritage Preservation Officer Watson stated that ArtCentre Director Cliff Redd is here to address the request of an advance in funding in the amount of \$60,000 for the installation of an elevator at the ArtCentre in order to meet ADA requirements.

Mr. Redd advised the Council that they are in a "time bind" with ADA regarding access to the second floor and that as of January 5 they will no longer be in compliance. He advised the Council that due to the age of the building the elevator must be manufactured and be paid for in advance. Council Member Stahel stated support of the request. City Attorney Wetherbee referenced previous budgeting timelines set forth. Mr. Redd spoke to having the use of the second floor suspended due to non-compliance with ADA. The Council concurred that the contract be amended and that \$60,000 be advanced to the ArtCentre of Plano for funding of the elevator.

Remaining Preliminary items were discussed during the Regular meeting. Nothing further was discussed. Mayor Evans recessed the meeting at 7:00 p.m.

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Pat Evans, **MAYOR**

ATTEST:

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Elaine Bealke, City Secretary

**PLANO CITY COUNCIL**  
**October 28, 2002**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Evans convened the meeting into open session on Monday, October 28, 2002, at 7:16 p.m., in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Garry Page of the Calvary Temple.

The Pledge of Allegiance was led by Cub Scout Pack 1999 of Centennial Elementary School.

The Council resumed discussion of Preliminary Open Meeting items.

**Comprehensive Monthly Financial Report**

Director of Finance McGrane advised that this report represents the end of the fiscal year and spoke regarding levels for the General, Water & Sewer, Civic Center and Solid Waste Funds.

Mr. McGrane responded to Council Member McGee that he would provide a summary of the tax abatements for the City.

### **Proclamations and Special Recognitions**

Representatives from Target Corporation presented a grant to the Plano Police Department for the Purchase of Video Equipment.

Mayor Evans spoke regarding the death of former Plano Mayor Harry Rowlinson.

### **Discussion and Direction Regarding Spring Creek/Jupiter Area Plan**

Planning and Information Manager Zimmerman spoke to receiving Council input regarding the Spring Creek/Jupiter Area Plan, making revisions and bringing the document forward. He advised that DART Representative Jack Wierzenski was present to respond to questions developed by Staff related to a future DART rail station.

Mr. Wierzenski advised that DART will have a system plan update completed in approximately one year and that issues are still being determined. He stated that it would be highly unlikely that another station would be added if service were not extended northward and that cost-effectiveness is one of the considerations. Mr. Wierzenski spoke regarding the purchase of the "Payless" site to have land available should an extension occur, stated that a station would need good automobile and pedestrian access provided by the City, that the likely timing would be 2013 or later and spoke to cities making a commitment to be included on the system plan. He stated that it is unknown whether there would be commuter or light rail service, spoke regarding the differing station-spacing requirements for each and the frequency of stops and regarding land use being left to the cities. Mr. Wierzenski responded to the Council stating that there could be another station going north depending on land use.

Mayor Evans advised that discussion of this item would resume following the regular meeting.

### **Discussion and Direction Regarding Public Arts Steering Committee**

Executive Director Hogan presented slides illustrating how art can be incorporated into public/private development, and spoke to receiving Council direction regarding the committee's recommendations for a two-percent allocation of capital projects over \$1 million. He spoke to inclusion of public art enhancements as a design element and regarding Haggard Park renovations to allow for savings up to \$50,000 to be appropriated for a public art project. He advised that work needs to be done on funding issues for private sector participation.

Deputy Mayor Pro tem Stovall spoke to allocating funds for a public art project at Haggard Park as being a good starting place as the park represents a major entrance point to the City. Mr. Hogan responded to Council Member Lambert stating that the budget for Haggard Park renovations is approximately \$1.4 million, that it was a line item for park improvements in the bond, and that at the time the bid is awarded, the Council will receive a breakdown to ensure that a contingency is included. Mayor Evans stated and the Council concurred to move forward with this recommendation.

Mr. Hogan stated that allocation of two percent (2%) of selected capital improvement projects (CIP) with budgets of \$1 million or above for the inclusion of artist designed enhancements would be included in a resolution in order to provide flexibility as projects come up. City Attorney Wetherbee spoke to an alternate scenario of consideration when the annual budget is approved and requested Council direction regarding these recommendations and whether there were any projects that should not be included. The Council spoke to an open review process with the exception of underground projects and Mr. Hogan spoke to review by the art committee.

Council Member McGee spoke to budgetary concerns and Mr. Hogan responded that this request would be blended into the budget approval and capital improvement process for next year and stated that while the Council could set aside funding for grants, it is recommended that design elements on CIP projects over \$1 million be reviewed by the arts committee and be funded within the bond allocation. He stated that there would be flexibility as to whether funding would be “on top” or incorporated and that a resolution would give the Council an opportunity to approve specific art projects on an annual basis and incorporate them into the CIP. Ms. Wetherbee spoke to the resolution notifying the public that these types of elements are included in public infrastructure or improvements and gives guidance as to the planning process. She further stated that if using bond funds, monies could not be aggregated from various projects and that supplementation from other sources would provide more flexibility. Mr. Hogan stated that discussion at the steering committee level has been to incorporate the arts funding into the stated bond dollar amount.

Council Member Lambert spoke to receiving high bids for CIP projects and having to determine which other items would be excluded and stated a preference to consider requests as bids come in and to receiving alternate bids for artwork. Mr. Hogan stated that bids could be structured with “layered in” items, that the recommendations would not be mandated, and that consideration would be given during the budget and CIP process regarding the inclusion of public art. He spoke to the committee looking at the five-year plan to determine those projects that might be applicable and stated that these are procedural/policy issues still to be considered by the committee.

Deputy Mayor Pro tem Stovall spoke to the two percent allocation as being a recommended starting point. Ms. Wetherbee spoke to Council review and flexibility to abandon allocation for a particular project or across the board at any time.

Council Member Lambert spoke to review of architectural contracts and stated concern regarding dedicating part of the contingencies without having bids in and existing bond issues where this recommendation was not included. Executive Director Turner spoke to the recommended two percent as becoming a design objective and stated that items could be identified during the CIP process. Council Member McGee spoke to the plan making a blanket statement covering every CIP project over \$1 million and stated that the City would be paying 2% to do the projects. Mr. Hogan spoke to the committee recommending projects with the Council having an opportunity for review and to establishing a framework in planning for public art.

Mayor Evans spoke to Staff drafting a resolution for Council consideration to address flexibility and review.

Council Member Lambert spoke regarding the current year's CIP program level and to looking at items during the budget review process.

Council Member Stahel stated his recommendation to review on a "transaction basis," concern regarding how the artist designed enhancements may conflict with the architect's design and recommended that the project list be narrowed to major buildings, not be mandated and should be considered as part of a project and entire design feature. Deputy Mayor Pro tem Stovall spoke to parks as offering an opportunity for public art. Council Member Stahel stated concern that an artist's overlay would be created for items such as bridges where there currently exists a focus on design enhancements. Mr. Hogan spoke to leaving control to the lead engineer/architect.

Mayor Pro tem Dyer stated agreement with the development of a resolution to include flexibility for the Council and concern regarding including the word "mandate."

Deputy Mayor Pro tem Stovall spoke to the recommendation "that Council adopt a public art requirement for private development projects over one million dollars" and requested that the word requirement be replaced by recommended.

Mr. Hogan stated that the steering committee would bring forward recommendations for the remaining points.

## **Personnel**

### Keep Plano Beautiful

Upon a motion made by Council Member McGee and seconded by Council Member Stahel, the Council voted 8-0 to appoint Robert W. Mitchell to an interim term on the Keep Plano Beautiful Commission.

### Animal Shelter Advisory Committee

DeAnne Rogers requested Council consideration for the chair position on this committee.

Council Member Stahel spoke to, at this point, having a chair with veterinarian experience and made a motion to appoint Oliver Clark Mulkey, III, DVM as chairperson of the Animal Shelter Advisory Committee. Council Member Johnson seconded the motion and the Council voted 8-0. The motion carried.

### Retirement Security Plan Committee

Executive Director Turner stated the City Manager's recommendation of Stephen D. Liddell as chairperson.

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Stahel, the Council voted 8-0 to appoint Stephen D. Liddell as chairperson of the Retirement Security Plan Committee.

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

Council Member Lambert spoke to scheduling an item for the last meeting in November addressing grants to outside agencies for events and applicable commissions which would allow for discussion of applications and uniformities, the amount of funds to be committed to the various types of entities, the possibility of using one contract, what types of organizations are funded, accounting checks/balances, which boards/commissions have oversight, and a review of the one-dollar per capita requirement. Mr. Lambert spoke to putting guidelines in place prior to preparation of the City's budget.

### **Consent and Regular Agenda**

Deputy Mayor Pro tem Stovall and Council Member Stahel advised that due to conflicts of interest they will be stepping down on Consent Items "P," resolution to approve the purchase of software and hardware maintenance for the Plano Public Library System, "R," to approve an expenditure for the purchase of hardware from Gateway Companies, and "S," to approve the renewal and subsequent renewals of an existing agreement with Remote Services, Inc.

Mayor Evans advised that Consent Item "K," resolution to approve the terms and conditions of a modification of lease agreement between the City of Plano and Ken Grantham would be pulled and held for future consideration.

### **Council Reports**

No reports were given.

### **GENERAL DISCUSSION**

Sonja Hammar, citizen of the City, spoke regarding the orientation held for the Animal Shelter Advisory Committee, committees not being required to comply with open meetings laws and requested a future agenda item for discussion and implementation of a policy. She further spoke regarding the City's web site and listed committees that have not been meeting, in support of posting the Animal Shelter Advisory Committee on the web site and regarding this board's postings being a variance from the normal time of 72 hours.

Ms. Wetherbee stated that recognizing the need to notify the public, a resolution has been passed requiring all non-decision making boards to post agendas 24 hours prior to a meeting and not exclude the public. Ms. Wetherbee advised that decision-making boards do comply with the open meetings act as required by law. Ms. Hammar spoke to the state's definition of a meeting being a posted agenda, a quorum in attendance and a discussion and formulation of opinion and stated that the Animal Shelter Advisory Committee, being state-mandated, should comply with "meeting regulations." Mayor Evans spoke to posting notice on the web site.

DeAnne Rogers, citizen of the City, requested information as to why an application for the Animal Shelter Advisory Committee's "member at large" position was accepted after the deadline when other applications were available. She stated that applications for the "municipality" and "shelter representative" positions were accepted after the deadline and inquired whether or not notices for these positions were sent out or posted, and if so, where notice was provided and for how long. Executive Director Turner advised that the City Manager will bring back a response.

Charles Richmond, citizen of the City, stated concerns regarding the situation at the Plano Animal Shelter, including the euthanizing of animals and spoke in support of putting policies in place. He spoke regarding the practice of taking in animals in from other area shelters, restrictions on volunteers, inquired as to what administrative reasons are for euthanasia, and stated concerns regarding investigations at the shelter.

## **CONSENT AGENDA**

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro tem Stovall, 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)]

October 14, 2002

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

**Bid No. B136-02** for construction of Spring Creek Parkway from Midway Road to Dallas North Tollway (South Half) and Improvements to Communications Parkway in the amount of \$1,167,142. [Consent Agenda Item (B)] (See Exhibit "A")

**Bid No. P139-02** for sidewalk repairs on the Sidewalk Replacement Contract 10A, 2002-2003, within the City of Plano. This project will involve the repair of sidewalk in the residential areas bounded by: 1) Plano Parkway, White Rock Creek, Park Boulevard, and Coit Road and 2) Parker Road, Preston Road, Hedgcoxe Road, and Coit Road in the amount of \$638,100. [Consent Agenda Item (C)] (See Exhibit "B")

**Bid No. P140-02** for sidewalk repairs on the Sidewalk Replacement Contract 11A, 2002-2003, within the City of Plano. This project will involve the repair of sidewalk in the residential areas bounded by: 1) 15<sup>th</sup> Street, Custer Road, Park Boulevard and Independence Parkway; 2) Legacy Drive, Coit Road, Hedgcoxe Road, and Custer Road; 3) Spring Creek Parkway, Independence Parkway, Legacy Drive and Custer Road; 4) Jupiter Road, Parker Road, Shiloh Road and Park Boulevard; and 5) 14<sup>th</sup> Street, Shiloh Road, 18<sup>th</sup> Street, and Los Rios Boulevard in the amount of \$1,020,750. [Consent Agenda Item (D)] (See Exhibit "C")

**Bid No. P146-02** for curb and median repairs on the Repair of Major Thoroughfare Curb & Gutter, Monolithic Median Nose and Concrete and Brick Median Paving Construction Project, within the City of Plano in the amount of \$288,540. [Consent Agenda Item (E)] (See Exhibit "D")

**Bid No. C118-02** for Professional Wait Staff for Food Service at Plano Centre in the estimated annual amount of \$185,000 [Consent Agenda Item (F)] (See Exhibit "E")

**Bid No. B131-02** for five (5) Hybrid Electric Cars in the amount of \$104,230 for various departments [Consent Agenda Item (G)] (See Exhibit "F")

### **Rejection of Bid**

To reject all bids received for the Best Value Bid for Municipal Court Collection Services and Verification of Financial Responsibility (C143-02). [Consent Agenda Item (H)] (See Exhibit "G")

### **Adoption of Resolutions**

**Resolution No. 2002-10-30(R):** To repeal Resolution No. 77-11-13(R) and establish the policies and procedures for the acceptance and processing of petitions requesting installation or removal of alley speed bumps upon alleyways within the City of Plano and the method of payment for such improvements; providing a repealer clause, a severability clause and an effective date. [Consent Agenda Item (I)]

**Resolution No. 2002-10-31(R):** To approve the terms and conditions of an amendment to the interlocal agreement between the City of Allen, the City of Frisco and the City of Plano for a Joint Radio Communications System; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

**To approve the terms and conditions of a modification of lease agreement** between the City of Plano and Ken Grantham; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (K)] (This item pulled and held.)

**Resolution No. 2002-10-32(R):** To authorize the purchase of various library materials such as books, books-on-tape, and compact disks for the Plano Public Library System in the amount of \$350,000 from Brodart Company through the Northeast Texas Library System (NETLS); authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (L)]

**Resolution No. 2002-10-33(R):** To authorize the purchase of specialized online database library materials for the Plano Public Library System in the amount of \$26,600 from InfoUSA, a sole source supplier of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (M)]

**Resolution No. 2002-10-34(R):** To authorize the purchase of various library materials, including books, books-on-tape, audio cassettes, compact disks, and videocassettes, from Baker & Taylor under State Contract 715-N1 in the amount of \$350,000 for use by the Plano Public Library System; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (N)]

**Resolution No. 2002-10-35(R):** To authorize the purchase of various library materials for the Plano Public Library System in the amount of \$88,557 from Dun & Bradstreet, Moody's, Standard & Poor's, and Proquest Information and Learning (formerly Bell & Howell), the sole source suppliers of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (O)]

### **Adoption of Ordinances**

**Ordinance No. 2002-10-36:** To declare the necessity and order the paving and improvement of a portion of Spring Creek Parkway from approximately 370 feet east of Midway Road to the Dallas North Tollroad in the City of Plano, Collin County, Texas; approving the plans and specifications for such work; directing the preparation of estimates; invoking the procedure provided by Chapter 313 of the Texas Transportation Code; determining that a part of the costs shall be borne by the abutting properties and the owners thereof; providing for the assessment of the portion of the costs to be borne by the property owners and for the fixing of a lien to secure payment of such assessment; stating the time and manner proposed for payment of all such costs; authorizing the City Secretary to cause a notice of the enactment of this ordinance to be filed in the land records of Collin County, Texas; and providing an effective date. [Consent Agenda Item (Q)]

### **Approval of Contract Payment**

To approve payment of the annual maintenance fee for the City's contract with Motorola Communications, for annual maintenance services for the 800 MHz Trunked Radio System; [year six of a five-year contract with two (2) twelve-month (12) options for renewal]; with the total expenditure for year six not to exceed \$181,390, authorizing the expenditure, and authorizing the City Manager to execute all necessary documents. Bid No. C9708-250. [Consent Agenda Item (T)]

### **Approval of Agreement**

To approve a contract by and between the City of Plano and Plano Economic Development Board in the amount of \$602,654 to initiate, promote, monitor and perform activities related to economic development. [Consent Agenda Item (U)]

To approve the terms and conditions of a consulting services agreement by and between the City of Plano and Schrader & Cline, LLC, authorizing its execution by the City Manager; and providing an effective date. This agreement is for the study of Economic Development Practices related to the City's goal of "Major Business Center." [Consent Agenda Item (V)]

### **END OF CONSENT**

Due to conflicts of interest Deputy Mayor Pro tem Stovall and Council Member Stahel stepped down from the bench on the following three items.

**Resolution No. 2002-10-37(R):** To approve the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon System from epixtech, inc., a sole source supplier of said services, in an amount not to exceed \$56,797; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (P)]

Upon a motion made by Council Member McGee and seconded by Council Member Magnuson, the Council voted 6-0 to approve the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon System from epixtech, inc., a sole source supplier of said services, in an amount not to exceed \$56,797; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date; and further to adopt Resolution No. 2002-10-37(R).

**Approval of QISV** - To approve an expenditure for the purchase of hardware in an amount of \$65,958 from Gateway Companies, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (QISV#14604313982001/33963) [Consent Agenda Item (R)]

**Approval of QISV (cont'd)**

Upon a motion made by Council Member Magnuson and seconded by Council Member McGee, the Council voted 6-0 to approve an expenditure for the purchase of hardware in an amount of \$65,958 from Gateway Companies, a vendor listed on the State Purchasing and General Services Commission Qualified Information Services Vendor list; and authorizing the City Manager to execute all necessary documents to effectuate the purchase.

**Approval of Renewal** - To approve the renewal and subsequent renewals of an existing agreement with Remote Services, Inc. for Configurable Network Computing (CNC) consulting services for the OneWorld Financial Suite in an amount not to exceed \$135,000 annually; and authorizing the City Manager to execute all documents necessary to effectuate the agreement [Consent Agenda Item (S)]

Upon a motion made by Council Member Lambert and seconded by Council Member Magnuson, the Council voted 6-0 to approve the renewal and subsequent renewals of an existing agreement with Remote Services, Inc. for Configurable Network Computing (CNC) consulting services for the OneWorld Financial Suite in an amount not to exceed \$135,000 annually; and authorizing the City Manager to execute all documents necessary to effectuate the agreement

Deputy Mayor Pro tem Stovall and Council Member Stahel resumed their places at the bench.

**Public Hearing and adoption of Ordinance No. 2002-10-38** to request to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 68 for commercial/industrial tax abatement consisting of a 22.780-acre tract of land located in Legacy Business Park at the southwest corner of Legacy Drive and White Rock Creek in the City of Plano, Texas; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (1)]

Director of Finance McGrane stated that the proposed 50% real property and business personal property tax abatement on the improvements will be for ten years beginning in January 2004 and continuing through the year 2013. He further advised that at least 290 jobs will be created.

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

**Ordinance No. 2002-10-38 (cont'd)**

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member Stahel, the Council voted 8-0 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 68 for commercial/industrial tax abatement consisting of a 22.780-acre tract of land located in Legacy Business Park at the southwest corner of Legacy Drive and White Rock Creek in the City of Plano, Texas; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2002-10-38.

**Resolution No. 2002-10-39(R):** To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, and Crossmark, Inc., CHI Management Group, LP, Markatec, LLC, CTE Acquisition, LLC, BST Acquisition, LLC, Markatec Retail Marketing, LLC, and GLE Acquisition, LLC, and providing for a commercial/industrial tax abatement for Crossmark, Inc., and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (2)]

Upon a motion made by Deputy Mayor Pro tem Stovall and seconded by Council Member McGee, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, and Crossmark, Inc., CHI Management Group, LP, Markatec, LLC, CTE Acquisition, LLC, BST Acquisition, LLC, Markatec Retail Marketing, LLC, and GLE Acquisition, LLC, and providing for a commercial/industrial tax abatement for Crossmark, Inc., and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2002-10-39(R).

**Resolution No. 2002-10-40(R):** To adopt the City of Plano Heritage Preservation Plan 2002 and approving it as a guide for the Heritage Preservation efforts of the City (while not binding the City to specific expenditures), private investment in historic resources, and code and ordinance amendments relating to development, redevelopment, preservation and revitalization of the historic areas of the City of Plano, Texas; and providing an effective date. [Regular Agenda Item (3)]

Heritage Preservation Officer Watson advised that the Preservation Plan would provide an inventory identifying those properties that meet criteria set forth in the preservation ordinance, increase public awareness and serve as a starting point for code/procedural development. He spoke regarding areas of concentrated historic resources and advised that recommendations include designations of the Downtown and Haggard Addition as Heritage Districts and the Douglass Community and Old Towne as Conservation Districts. Mr. Watson spoke to consideration of a number of individual designations and looking at certificate of appropriateness amendments. He stated that the plan is an evolving document and will be updated over time.

**Resolution No. 2002-10-40(R) (cont'd)**

Mr. Watson responded to Council Member Lambert stating that designation offers a seventy-five percent tax exemption on the value of improvements, stabilization (sometimes an increase in property values), use of the conservation code rather than the building code, a sense of cohesiveness, and a sense of “protection” as most districts currently include no deed restrictions. He stated that it would be up to property owners to decide if they wanted to move forward with designation. Mr. Watson responded to the Council stating that preservation becomes an element of economic development and that the exemption is for all taxing entities.

Mayor Evans spoke to the effect designation of the Haggard Addition and Old Towne may have on revitalization and the possible problems marketing small, older homes to young families if additions could not be made. She spoke regarding timelines for determining the age when historic designation might be considered. Mr. Watson spoke regarding the post-World War II era coming into significance, stated that designation adds to revitalization, advised that there is a higher level of regulation in a *Heritage* district, and that neighborhoods may determine their level of designation. Mayor Evans spoke to the large number of homes contained in these neighborhoods. Council Member Stahel spoke to allowing for expansion as long as exterior renovations are consistent in style and preserve the architectural integrity of the home. Mr. Watson stated that horizontal additions to the rear would be preferred, that lots in the area are large enough to accommodate such expansion and that neighborhoods would participate in the development of guidelines.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro tem Dyer, the Council voted 8-0 to adopt the City of Plano Heritage Preservation Plan 2002 and approving it as a guide for the Heritage Preservation efforts of the City (while not binding the City to specific expenditures), private investment in historic resources, and code and ordinance amendments relating to development, redevelopment, preservation and revitalization of the historic areas of the City of Plano, Texas; and providing an effective date; and further to adopt Resolution No. 2002-10-40(R).

**Public Hearing** pertaining to a presentation of alternatives and recommendations for the placement of an Outdoor Warning Siren in the area north of Independence Parkway and Legacy Drive. Council will provide direction and action on this matter at the conclusion of the Public Hearing. Tabled 09-09-02 [Regular Agenda Item (4)]

Upon a motion made by Mayor Pro tem Dyer and seconded by Council Member Lambert, the Council voted 8-0 to remove the item from the table.

Director of Public Safety Communications Timmons advised that per Council's request, Staff has determined that cellular tower sites in the area of Davis Library are located along Coit Road, south of Legacy Drive and at Independence Parkway/Legacy Drive. He advised that Staff sought alternate solutions that would provide adequate coverage, address public safety, and be provided minimal cost. Mr. Timmons stated that Staff contacted the siren manufacturer who indicated that they were not aware of their product being mounted horizontally and advised against use in this manner citing concerns related to performance. He advised regarding fees related to determining the distribution pattern, study structure modifications, and changes for a roof-mount unit. Mr. Timmons spoke to concerns received from area homeowners, consideration of alternate sites and stated that after evaluation and discussion with the manufacturer, Staff believes that placement of the warning siren at the Joint Use Facility on a 66' pole provides optimum level of coverage, is most cost-effective, and provides the greatest buffer between the pole and the nearest homes.

Mr. Timmons responded to Mayor Pro tem Dyer that the Beverly Park location was reviewed, found to be in close proximity to another siren and would provide coverage if another siren were purchased. The Council spoke regarding the size of Beverly Park and the proximity of homes. Mr. Timmons reviewed the coverage that would be provided for various locations, the planned location at Davis Library, and requirements that would need to be met for placement on park land near the library.

Mayor Evans opened the Public Hearing. Alton Smith, citizen of the City, spoke regarding the agreement between the City and homeowners associations, coverage currently provided to the area, and neighborhood opposition. Robert DuBois, citizen of the City, spoke to providing safety for children, locating the siren at Bethany Elementary School and regarding the agreement between the City and homeowners. James D. Shy, representing the Whiffletree Homeowners Association, spoke regarding the Joint Use Facility, neighborhood opposition and requested the agreement be honored. Bruce McCullough, citizen of the City, spoke regarding the work done and wording included in the agreement. He spoke to the spirit of the resolution being broken only if there are no viable alternatives, and stated concern that other stipulations may be broken. Dale Hoenshell, citizen of the City, spoke to doing further investigation regarding equipment installation in an alternate method including receiving input from an engineer or an alternate provider, obtaining a cost estimate, consideration of the Independence Parkway/Legacy Drive location, and issues related to equipment if it is unusable. No one else spoke either for or against the request. The Public Hearing was closed.

Mayor Pro tem Dyer spoke regarding alternatives available, the specificity of the agreement and in support of honoring the resolution.

Mr. Timmons stated that the Independence/Legacy would not serve as a stand-alone site, that no locations are available at Hedgcoxe/Coit which would in conjunction provide coverage and that the combination of Independence/Legacy and Coit/Legacy would leave a small area with less coverage. Council Member Lambert spoke to the proximity these locations to existing sirens. Mr. Timmons spoke regarding Wal-Mart property at Independence/Hedgcoxe, the noise level resulting from double coverage, the cost for an additional site, and the proximity of some locations to residences.

Council Member Magnuson spoke regarding the direct impact placement of a tower would have at alternate sites and providing the necessary coverage outweighing aesthetic concerns. Council Member Lambert spoke to covering one neighborhood while leaving out another and stated that when the agreement was created, the Council realized that changes may need to be made in the future. Deputy Mayor Pro tem Stovall spoke regarding the City's liability should coverage not be provided.

A motion was made by Council Member Lambert and seconded by Deputy Mayor Pro tem Stovall, to approve locating an Outdoor Warning Siren in the area north of Independence Parkway and Legacy Drive. The Council voted 7-1 with Mayor Pro tem Dyer voting in opposition. The motion carried.

**Public Hearing and adoption of Ordinance No. 2002-10-41 as requested in Zoning Case 2002-48** - Request to amend Section 1-600 (Definitions) of Article 1 (General Regulations), Subsection 2-502 (Schedule of Permitted Uses) of Section 2-500 (Permitted Uses) and Subsection 2-827 (RT - Research/Technology Center) D. (Off-Street Parking and Loading Requirements) and G. (Special District Requirements) 4. of Section 2-800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, pertaining to loading facilities, permitted uses, definitions of uses, and other development standards; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (5)]

Planning and Information Manager Zimmerman stated that this issue was remanded to the Planning and Zoning Commission for study, that time was spent in the Research/Technology District looking into the impact dock door stipulations have on businesses in the area and that the Commission recommends approval with the stipulations below:

Recommended for approval as shown below. (New language is underlined; strikethroughs note language to be eliminated.)

#### 1-600 DEFINITIONS

Loading Space - An off-street space or berth and/or an associated building opening used for the loading or unloading of vehicles including railroad cars.

#### 2-502 Schedule of Permitted Uses

Print Shop, Major use allowed with approval of a Specific Use Permit in the RT district (See attached chart).

**Ordinance No. 2002-10-41 (cont'd)**

2-827 RT - RESEARCH/TECHNOLOGY CENTER

D. OFF-STREET PARKING AND LOADING REQUIREMENTS - See Section 3-1100.

1. Maximum Loading Facilities - Buildings in RT districts shall not exceed the following ratios for loading ~~docks~~ spaces:

<b>Square Feet of Gross Floor Area in Structure</b>	<b>Maximum <del>Docks</del> Permitted Loading Spaces or Berths</b>
0 to <del>10,000</del> <u>20,000</u>	<del>One</del> <u>Four</u>
<u>Over 20,000</u>	<u>One for each additional 10,000 square feet up to a maximum of twelve</u>
<del>10,000 to 50,000</del>	<del>One for each additional 20,000 square feet.</del>
<del>Above 50,000</del>	<del>One for each additional 25,000 square feet.</del>

2. The design and orientation of the building(s) shall minimize the exposure of loading and trash collection areas from adjacent streets and from adjacent properties unless they are part of the same approved preliminary site plan. No loading ~~docks~~ spaces shall face streets. No loading ~~docks~~ spaces or areas shall be located within 100 feet of the boundary line of a residential district. In addition, the Planning & Zoning Commission may require a combination of wing walls extended from a building, screening walls, landscaped berms and plant materials to further obscure the view of loading and trash collection areas. The above screening elements shall be designed and located in conformance with applicable yard and setback requirements. Screening must extend the entire length of ~~dock~~ loading area.

Screening elements should be a minimum of eight (8) feet in height at installation. Berms should not exceed a slope of three (3) feet, horizontal to one (1) foot, vertical. Retaining walls may be used on the interior side of the berm, but should not face adjacent streets or properties. The height shall be measured from the top of curb of adjacent streets or from the average grade of property lines, with adjacent tracts of land. Depending upon the average grade of the adjacent streets and properties, the minimum height at installation may be increased to as high as twelve (12) feet.

**Ordinance No. 2002-10-41 (cont'd)**

Plant materials used for screening shall include a combination of shade and ornamental trees (four (4) inches minimum caliper), conifers (eight (8) feet minimum height) and shrubs (five (5) gallon minimum). The plant materials shall be arranged in a manner which significantly obscures the view from adjacent streets and properties.

Proposed screening elements shall be identified on the preliminary site plan. A detailed plan showing the angles of view and the specific placement of screening elements shall be submitted with the final site plan.

3. ~~Dock~~ Loading areas in RT districts are intended to provide for short-term pick-up and delivery. On site storage of delivery vehicles, including trailers and shipping containers, is prohibited. No delivery vehicles shall be parked outside of the designated ~~dock~~ loading areas.
4. In order to accommodate future changes in use, approved site plans shall include adequate land area to increase parking to the minimum requirements for office development (1 space per 300 square feet) for 75% of the gross floor area of any building.

**G. SPECIAL DISTRICT REQUIREMENTS**

4. Any existing development or properties with a valid preliminary site plan or site plan approved prior to the zoning of a property as RT shall be exempted from the "Area, Yard and Bulk," "Off-Street Parking and Loading," and "Landscaping" requirements specified for RT districts and the preceding standards shall apply except for Subsection 2-827-D-3 regarding "~~dock~~ loading areas." Notwithstanding Subsection 2-703, if such a development is destroyed or partially destroyed, it may be reconstructed but not expanded. (ZC 2000-36; Ordinance No. 2000-6-26)

Mr. Zimmerman responded to the Council regarding the Commission's decision to keep the 30/70 split between office/warehouse and spoke to relaxing restrictions related to the number of dock doors while tightening them by reference to "loading space" rather than "loading docks." He spoke regarding the classification of manufacturing, regarding the need for storage as items move in and out, input received from businesses either operating in the area or looking for space, and stated his thoughts that these revisions would not dilute the original intent of the R/T district whose standards include requirements for orientation, screening and outdoor storage.

Mayor Evans opened the Public Hearing. Doug Boyd, representing ESI, spoke regarding his company and their need for 40,000-45,000 square feet of space in one location with a minimum of four dock doors for operation. He spoke regarding the lease rates in the R/T district and responded to Council Member McGee regarding the benefits that the proposed amendments would have for a start-up company. He stated that his office space would be 65% and spoke regarding warehouse space needed for inventories. Scott Jessen, of Richardson, Texas, spoke as a commercial real estate businessman regarding companies' distribution needs and flexible space, in support of the R/T district and stated that it needs some "tweaking." He responded to the Council regarding the rates for lease space and issues of subleasing, and stated that adjusting the ratio of office/warehouse would have a negative impact. Mr. Jessen responded regarding lease activity in the Metroplex and stated that, in east Plano, 75% of the leases were in non-R/T areas and that the proposed amendments may have resulted in more leases for the district. He responded regarding the synergy in the Telecom Corridor, the movement of companies to the north and responded to Council Member McGee advising that start up companies generally locate near where their founder lives.

Tom O'Dwyer, Argent Property Company, spoke regarding changing market dynamics, suppliers locating near their customers, and the quality of development in the R/T district. He spoke to constraints imposed by the dock door limitations, asked that the zoning ordinance be amended so that a use allowed by right would not be precluded from the district based on dock door issues and spoke to the effect of current restrictions on leasing larger buildings. Mr. O'Dwyer stated concern related to changing the 30/70 ratio and spoke regarding the number of leases made at grandfathered locations. He spoke regarding the percentage of office use in light industrial companies. Director of Planning Jarrell stated that the item was posted to include consideration of the entire section regarding the R/T district and that the Planning and Zoning Commission did not recommend any changes to the percentages of use. Mr. O'Dwyer stated that costs in the R/T district have become too pricy for industrial users and requested the Council make decisions that will allow a continuation of leases with companies that have located in the R/T district over the last four years. No one else spoke either for or against the request. The Public Hearing was closed.

Council Member Stahel spoke to the positive input received from users in the R/T district and to their concerns regarding dock doors. He spoke to protecting the "vision" and recommended four loading spaces for the first 25,000 square feet, one space for each additional 25,000 and deferred comment on changing the office/warehouse ratio to 50/50.

Mr. Jessen responded to Mayor Pro tem Dyer stating that increasing the dock doors to seven for 100,000 square feet would help in the ability to be competitive, and advised regarding concerns when facilities were subdivided to a number of tenants.

City Attorney Wetherbee advised that the item was posted to cover any aspect of the district.

### **Ordinance No. 2002-10-41 (cont'd)**

Deputy Mayor Pro tem Stovall recommended allowing eight doors for 100,000 square feet rather than seven. Mr. Zimmerman advised Council Member Lambert that grandfathered areas had no restrictions on the maximum number of doors. Council Member Magnuson stated concern regarding the limitations that may occur when space is subdivided.

A motion was made by Council Member Magnuson and seconded by Council Member Lambert to approve a request to amend Section 1-600 (Definitions) of Article 1 (General Regulations), Subsection 2-502 (Schedule of Permitted Uses) of Section 2-500 (Permitted Uses) and Subsection 2-827 (RT - Research/Technology Center) D. (Off-Street Parking and Loading Requirements) and G. (Special District Requirements) 4. of Section 2-800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended as requested in Zoning Case 2002-48 and as recommended by the Planning and Zoning Commission, pertaining to loading facilities, permitted uses, definitions of uses, and other development standards; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2002-10-41. The Council voted 5-3 with Deputy Mayor Pro tem Stovall and Council Members Stahel and McGee casting the opposing votes. The motion carried.

The Council resumed discussion of the Preliminary Open Meeting.

### **Discussion and Direction Regarding Spring Creek/Jupiter Area Plan**

Mayor Evans resumed discussion of the Spring Creek/Jupiter Area Plan Preliminary agenda item and spoke to emphasis needed regarding Plano Centre. Council Member Lambert stated he feels that more emphasis is needed to which the Council concurred. The Council spoke to definitions of a "successful" convention center as breaking even, making money, and avoiding losses. Council Member Lambert spoke to a 2001 expansion study of Plano Centre not being reflected in this report. Planning and Information Manager Zimmerman stated that Staff can work with Plano Centre Staff to better reflect this information. Planning Director Jarrell spoke to the report centering more on the operational aspects of the center and stated that the Jupiter/Spring Creek study reflects more on land use and transportation. She stated that the thought was to determine what land uses might enhance center operations, spoke to natural affinities between land uses, and to what it would take to make Plano Centre monetarily successful. Ms. Jarrell further spoke to possible negative affects on the center and recommended that these aspects all be kept in mind. Executive Director Hogan requested direction from the Council on the financial aspects of the center and to making money and how the "civic portion" might be handled with regard to meeting and convention space.

Mayor Evans spoke to determining what the best use of land might be surrounding Plano Centre. Council Member Lambert spoke to community college expansion, office type uses, hotel space, and Plano Centre being a real destination and apartments or townhouses not adding anything. He stated that he would like to see what the true impact on the community will be, the amount of money that will be generated, and sales tax received. Mr. Zimmerman stated that the intent of the questions was to receive more definition and understanding from the Council in order to make sure that the right questions were being asked. He stated that what is needed from the Council is what their definition of success actually is. Council Member McGee stated that criteria for the definition of success should be directed to attracting people who rent rooms, buy food and shop, all in the City of Plano. Council Member Lambert stated that the hotels are paying a tremendous amount of money toward the operation of Plano Centre and that this is what the tax is intended for. Council Member Stahel spoke to the issue being should amendments be made to the land use plan to support or reinforce Plano Centre, that residential is there, retail to some extent, office technology further out, and that the real question is what to do with the land to the south.

Dennis Wilson of Townscape, Inc. stated that by all measures Plano Centre is a success, but that the market can be broadened by expanding the facility. He stated that this can be done by doubling the floor area and possibly by adding a hotel. Mr. Wilson spoke to determining what can be done with the study to reinforce Plano Centre with current existing site limitations, and stated that while office space might not have a significant impact in this area, that it would have a regional impact. He spoke to placement of a hotel by the Plano Centre and supplementing the hotel's losses but stated that a hotel placed at Central Expressway could be successful on its own and only be a short distance to the center. Mr. Wilson spoke to the "natural" surrounding area of the center and to addressing all these issues and further emphasized that Plano Centre is successful.

Mayor Evans spoke to what the major intent for non-residential development might be proposed for the study particularly for attracting a DART rail location. She spoke to creating jobs as the more important, stated that jobs are more likely to attract a DART station, it is unknown how traffic volumes will be affected, and that current access is good to which Council Member Lambert spoke to problems at Spring Creek Parkway and Central Expressway. Rod Kelly of Parson's Transportation Group, Inc. spoke to increasing the density in this area to Office and to the ability for the infrastructure to handle this. He spoke to congestion at the Spring Creek Parkway and Central Expressway area and to possible funding of an additional interchange at this location as being a good approach. Council Member McGee spoke to light industrial developing in this area, and to concerns with changing to office-tech. He stated that in his opinion, along with the possible development of DART, the demand will then be for retail/commercial/urban settings and not office-tech.

Planning Director Jarrell stated that the frontage of Central Expressway has more potential for retail development due to the number of cars going by. She stated that traffic volumes drop substantially on the K Avenue side and that the presence of a DART station could provide some benefits for retail. Council Member Lambert spoke to the opportunity for Plano Centre to be a true destination and to having a vision for this area being something more than just a residential location surrounding the Plano Centre. He spoke to looking at expansion and a hotel.

Deputy Mayor Pro tem Stovall spoke to the asking price of land being too high in this area, and to this not changing any time soon and further stated that he concurs with Mr. Lambert. Mr. Lambert spoke to the experts informing the Council what "it would take." Mr. Zimmerman stated that the intent was for the Council to communicate their "vision" to Staff after which time refinements could be made to the report rather than Staff second-guessing. Mr. Wilson spoke to scenarios discussed with the Planning and Zoning Commission regarding a residential/office/commercial mix, the high price of the land, and to the problems of melding uses together in the area. Council Member McGee spoke to pieces of a puzzle that do not fit, starting with Plano Centre and to determining what could be done to make it successful such as with a hotel/convention center scenario next to a community college. He stated that a picture could better be drawn of what could then happen in the "ripple affect," and with the possibility of a DART station. Mr. McGee spoke to looking at the big picture and further stated that he feels there actually is no cohesion here.

Mr. Zimmerman spoke to difficulty in working this out all together and to not having all the knowledge needed on the DART facility, and stated that the idea was to have a starting point which could be altered as more is learned about DART. He stated that a true mixed-use development was going to be difficult and that as more information comes from DART that adjustments can be made. Mr. Zimmerman spoke to the use of a large amount of non-residential zoning on the "Moore tract," the degree of monetary success needed in order to be helpful to Plano Centre, and to a \$7 Million overpass "Galatyn Park style ramp" across Central Expressway connecting the two service roads and whether or not this "supposed success" would warrant this type expense. Council Member McGee spoke to making this type of assumption and to doing those things that might make this happen. Council Member Lambert spoke to past decisions that made dreams come true and to doing what it takes to make it happen.

Mr. Zimmerman stated that the intent would be to place this use into the Comprehensive Plan with a mixed-use development based on a rail line coming in and a station being somewhere in this vicinity and that speculation still would exist as to how it would all fit. Mayor Evans spoke to seeing an alternate "dream plan." Mr. Zimmerman stated that options could be brought back.

There being no further discussion, Mayor Evans adjourned the meeting at 11:44 p.m.

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

ATTEST:

\_\_\_\_\_  
Elaine Bealke, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY AND REGULAR OPEN MEETING  
November 4, 2002**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Evans called the meeting to order at 5:01 p.m., Monday, November 4, 2002, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present.

**PRELIMINARY OPEN MEETING**

**Oaths of Office**

Mayor Evans administered the oath of office to Robert W. Mitchell, an incoming member of the Keep Plano Beautiful Commission.

**Certificates of Appreciation**

Mayor Evans presented Certificates of Appreciation to off-going members of the boards and commissions.

**Spotlight on Finance**

Director of Finance McGrane reviewed the Finance Department divisions of Accounting, Financial Systems, Municipal Court Clerks, Purchasing, Risk Management, Treasury, and Warehouse, introduced Staff and spoke to their applicable responsibilities. He spoke to the early implementation of GASBY 34 financial reporting, and the receipt of the Certificate of Achievement of Excellence in Financial Reporting for 16 consecutive years.

Mr. McGrane spoke to working on an on-line auction and City store. He spoke to the conduction of safety and training classes in Risk Management, and stated that monitoring of the \$300 million total operating budget appropriated for the City on an annual basis is processed in some form through the Finance Department.

### **Presentation by Solid Waste Department Regarding Composting Business Plan**

Solid Waste Manager Nevil stated that the mission statement of the Composting Business Plan is to expand current composting operations regionally to member cities on behalf of the North Texas Municipal Water District (NTMWD). She spoke to the need to obtain a new site, stated that the Custer Road Transfer Station and the 121 sites are used in the process now, and that feed stock consists of what is picked up from the lawns of homes in Plano. Ms. Nevil stated that compost is now marketed rather than given away and that a superintendent and coordinator have been hired to work in the program. She stated that the markets for compost are erosion control, residential landscaping, bulk suppliers, horticultural industry, agriculture, and public agencies.

Ms. Nevil reviewed the composting process and benefits to be received by the NTMWD and advised that the business concept of the proposal would be an interlocal agreement between NTMWD and the City of Plano which would include a long-term agreement to use the Custer Road Transfer Station and 121 site. She stated that the agreement would also call for the NTMWD to make site modifications and for the member cities to amend their contracts with the NTMWD. Ms. Nevil stated that the City would retain the right to contract with non-member cities and market the material. Ms. Nevil stated that risks include costing out the program over the next five years, determining how much compost will actually be needed and used, and that the intent is to produce a high quality compost with program benefits to include a new revenue source. Ms. Nevil stated that the hope is to have an agreement finalized by the end of November or first part of December, the process can continue for now at the current sites, the City will receive a discounted rate, and that making smaller quantities available is a goal. She advised the Council that approximately \$400,000 is being saved on cost-avoidance by not taking the material to the landfill. The Council spoke to the outstanding job being done by Ms. Nevil and the department.

### **Report on Code Enforcement**

Chief Building Official Mower spoke to the committee formed to study Plano's code enforcement efforts and stated that it is comprised of members from Property Standards, Environmental Health, Building Inspections, Fire and Police, Municipal Courts, Legal, and Internal Audit Departments. He stated that means of detecting violations are a result of routine inspections by the Property Standards Department or complaints received. Mr. Mower stated that enforcement procedures involve notifying the property owner along with offering an opportunity to correct the violation, issuance of a citation, or issuance of a work order to a City contractor to have the violation corrected. Mr. Mower spoke to the follow-up process of enforcement and stated that the average time to correct a violation varies from one day up to four months.

Mr. Mower stated that the Property Standards Specialists are well trained and that the Nuisance Abatement Team consisting of various City departments works together along with Property Standards to identify properties where there have been repeated violations. He stated that during the last fiscal year approximately 16,000 inspections were conducted with an additional 20,000 follow-up inspections, and that Plano has 4.5 code enforcement officers per 100,000 citizens. Mr. Mower spoke to the need to develop a procedure for increasing fines for repeat offenders, the suggestion by the Police Department to explore a “repair option” for tickets as a means to correct the violation, and software options to better track enforcement activities. He spoke to the process of adopting the International Property Maintenance Code and the opening of a Property Standards office in the Joint Use Facility. Mr. Mower stated that work will be done with the Internal Audit Department to further review the code enforcement process and that conclusions of the study determine that Plano’s code enforcement efforts are effective and exceed the averages of other Texas cities.

City Attorney Wetherbee spoke to the perspective of the City being one of compliance and stated that she will discuss the issue further with the department as to whether or not a new ordinance will be needed. Council Member Stahel spoke in support of efforts made and to the possibility of an outreach program with various community assistance programs. Mr. Mower advised that a good labor pool is available from individuals performing community service. Mr. Stovall spoke to getting together with Staff to look at some of the details and determine the flow of the report and stated that there are extra things he would like to see done. Mr. Mower stated that repeat offenders do present a difficult problem.

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

No items were brought forward.

### **Consent and Regular Agendas**

No items were brought forward.

### **Council Committee Reports**

Deputy Mayor Pro tem Stovall spoke to his attendance at the Noah School related program and to the Noah Project for autistic children. Mayor Evans stated that a proclamation will be presented to the Noah School at the next Council meeting.

### **CONSENT AGENDA**

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

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

**Bid No. B133-02** for the Municipal Center Gas-Fired Chiller Replacement in the amount of \$143,390. [Consent Agenda Item (A)] (See Exhibit “A”)

**Adoption of Resolutions**

**Resolution No. 2002-11-1 (R):** To authorize the filing of a project application with the North Central Texas Council of Governments (“NCTCOG”) for a regional solid waste program local project; and pledging that if a project is approved the City of Plano will comply with the project requirements of the NCTCOG, the Texas Natural Resource Conservation Commission and the State of Texas; and providing an effective date. [Consent Agenda Item (B)]

**Resolution No. 2002-11-2 (R):** To approve the terms and conditions of a real estate contract by and between the City of Plano, Texas, and Fred W. Baccus for the purchase of 3,950 square feet of land situated in the Henry B. Miller Survey, Abstract No. 614, being located at the northwest corner of Spring Creek Parkway and Dallas North Tollroad, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (C)]

**Resolution No. 2002-11-3 (R):** To repeal Division 4, Section 11-156, Itinerant Vendors on Private Property, of Chapter 11 of the City of Plano Code of Ordinances, and replacing with revised regulations, which will change the minimum number of days that a permit will issue from nine days to five days, and which will forgo the requirement of a \$100 deposit for clean up of litter and debris related to use of the private property by the itinerant vendor; and providing penalty and severability clauses, as well as an effective date. [Consent Agenda Item (D)]

**Resolution No. 2002-11-4 (R):** To approve and adopt the written statement and report of the City's Engineer, showing the estimates of the total costs of all improvements, the estimate of costs to be paid by the City of Plano, the estimates of the costs per front foot proposed to be assessed against the abutting property and the real and true owners thereof, and the estimates of various other costs, for the improving of a portion of Spring Creek Parkway from approximately 370 feet east of Midway Road to the Dallas North Tollroad in the City of Plano, Collin County, Texas; and of other matters relating thereto; determining and fixing the portion of the costs and the rate thereof proposed to be assessed against and paid by abutting property, and the real and true owners thereof, and the portion of the costs proposed to be paid by the City of Plano, Texas; determining the necessity of levying an assessment against said abutting property, and the real and true owners thereof, for the part of the costs apportioned to them; ordering and setting a hearing at 7:00 o'clock p.m., on the 9th day of December, 2002, in the Council Chambers of the City Council in the Municipal Center of Plano, Texas, as to the time and place for the hearing of the real and true owners of said abutting property; directing the City Secretary of the City of Plano, Texas to give notice of said hearing as required by the laws of the State of Texas and the Charter of this City; and providing an effective date. [Consent Agenda Item (E)]

#### **Approval of Change Order**

To Ed Bell Construction Company, Inc., increasing the contract by \$30,913 for Hedgcoxe Road Pavement Widening and Reconstruction from Preston Road to Custer Road, Change Order No. 2 (Bid No. B019-02). [Consent Agenda Item (F)]

#### **Award of Contract**

To approve and authorize for the selection of Chiang, Patel & Yerby, Inc. to provide Professional Engineering Services for an amount not to exceed \$159,767 in connection with the design of Independence Square Water Line Renovation and Fire Hydrants and authorizing the City Manager to execute all necessary documents to effectuate this contract. [Consent Agenda Item (G)]

**END OF CONSENT**

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

**Resolution No. 2002-11-5 (R):** To adopt a 2003 State Legislative Program for the City of Plano; directing the City Manager to act with regard to the City's Legislative Program; and providing an effective date. [Agenda Item (1)]

Executive Director Glasscock spoke to the upcoming legislative session and stated that while there are no significant changes to the program, there is a new program entitled Seek Introduction and Passage of Legislation.

He stated that this program involves actively going out and identifying an entity or individual who will introduce this legislation on behalf of the City of Plano. He stated that adoption of the resolution will allow the Council to go forward at the legislature.

Executive Director Turner stated that the Texas Municipal League (TML) will be adopting a resolution which will reflect the policy and recommendations of the league in December and that this information will be presented to the Council. He stated as in past years, the TML program will more than likely effectively become a part of Plano's program.

Upon a motion made by Council Member Stahel and seconded by Council Member Magnuson the Council voted 8-0 to adopt a 2003 State Legislative Program for the City of Plano; directing the City Manager to act with regard to the City's Legislative Program; and providing an effective date and further to adopt Resolution No. 2002-11-5(R).

Mayor Evans recessed the open meeting at 6:25 p.m. and advised that the Council will convene into Executive Session in Training Room A after which time the meeting will reconvene back into open session in Training Room A and reconvene back again into executive session and finally adjourn. The Council convened into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, to discuss Personnel matters, Section 551.074, Real Estate matters, Section 551.072 and Legal matters, Section 551.071, for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro tem Dyer stepped down from the bench at 6:35 p.m. and did not return.

The Council reconvened back into the Preliminary Open Meeting in the Training Room at 7:16 p.m. where the following items were discussed:

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

**Personnel -Planning and Zoning Commission**

Upon a motion made by Council Member McGee and seconded by Council Member Magnuson the Council voted 7-0 to appoint Willis "Will" Smith to an interim term on the Planning and Zoning Commission.

**Consideration of a Resolution:** To approve the terms and conditions of a modification of lease agreement between the City of Plano and Ken Grantham; authorizing its execution by the City Manager; and providing an effective date. (Pulled and held 10-28-02)

Upon a motion made by Council Member Lambert and seconded by Council Member Stahel the Council voted 7-0 to table a resolution to approve the terms and conditions of a modification of lease agreement between the City of Plano and Ken Grantham; authorizing its execution by the City Manager; and providing an effective date.

Mayor Evans advised at 7:20 p.m. that the Council will recess the open meeting and reconvene back into Executive Session in Training Room A. The Council convened into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, to discuss Personnel matters, Section 551.074.

At the conclusion of the executive session, Mayor Evans finally adjourned the meeting at 8:20 p.m. in Training Room A.

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Pat Evans, **MAYOR**

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Elaine Bealke, **City Secretary**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>WJ</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning		Initials	Date	
Department Head	Phyllis Jarrell		Executive Director <i>[Signature]</i>	11/5/02	
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>	11/5/02	
Agenda Coordinator (include phone #): <b>Lanae Jobe, ext. 7165</b>					

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

**CAPTION**

Bid No. 116-02 for purchase and maintenance of an Oce' roll printer/plotter/scanner system in the amount of \$35,429.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:    2002/2003	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	241,608	0	241,608
Encumbered/Expended Amount		-110,065	0	-110,065
This Item	0	-35,429	0	-35,429
<b>BALANCE</b>	0	96,114	0	96,114

**FUND(s):**    **GENERAL FUND.**

**COMMENTS:** Funds are available in the FY 2002-2003 budget. The funds were carried forward from the 2001-2002 budget specifically for the purchase of this item.

**STRATEGIC PLAN GOAL #5:** The purchase of a wide format copier relates to the City's goal of Service Excellence.

**SUMMARY OF ITEM**

Planning Department staff recommends the offer from Archive Supplies in the amount of \$35,429 for the purchase and five years of maintenance of an Oce' TDS 400 wide format digital printing and scanning system conditioned upon timely execution of any necessary contract documents. This equipment will replace the existing older printing equipment currently on lease until December 30, 2002. The current system is used to provide copies of existing and proposed development information, plans, plats and maps to the public and City staff.

List of Supporting Documents: Memo Evaluation Matrix (2)	Other Departments, Boards, Commissions or Agencies
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P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7152  
Fax No. 972-941-7397



## MEMORANDUM

**DATE:** October 24, 2002  
**TO:** Mike Ryan, Purchasing Manager  
**FROM:** Ricky Lindley, Mapping/Information Supervisor  
**SUBJECT:** Bid No. 116-02 Wide Format Digital Printing/Scanner Recommendation

Archive Supplies, Inc. is the recommended vendor for the Wide Format Copier/Scanner System (Oce TDS 400) in the amount of \$35,429.60. This amount includes the purchase of the equipment and the cost of a maintenance plan over a five year period. The selection was based upon the evaluation criteria submitted with the Request For Offer (RFO) by each vendor.

While Archive Supplies' purchase price for the equipment is higher, the lower maintenance plan and supply costs over the five year period will result in an overall savings, with the break even point being at 18 months.

The five year total cost for the equipment purchase, maintenance plan and supply costs offered by Archive Supply totals \$42,385.85. The five year total cost for the nearest competitor, Oce'-USA, Inc., totals \$50,249.00, a price difference and overall cost savings of \$7,863.15 (see attachment).

This equipment will replace the existing older printing equipment currently on lease until December 30, 2002. The current system is used to provide copies of existing and proposed development information, plans, plats, and maps to the public and city staff.

If you have any questions or concerns, please contact me at extension 5200.

xc: Phyllis Jarrell, Director of Planning  
Lynn Woodall, Administrative Support Supervisor

**WIDE FORMAT COPIER SYSTEM  
5 YEAR COST MATRIX**

Vendor	1ST YEAR COST Equipment, Maintenance Plan and Supplies	18.647 MONTHS (BREAK EVEN POINT)	2ND YEAR COST Maintenance Plan and Supplies	3RD YEAR COST Maintenance Plan and Supplies	4TH YEAR COST Maintenance Plan and Supplies	5TH YEAR COST Maintenance Plan and Supplies
Archive	\$30,073.17	\$31,483.35	\$33,151.34	\$36,229.51	\$39,307.68	\$42,385.85
One	\$28,663.00	\$31,483.35	\$34,287.00	\$39,456.00	\$45,080.00	\$50,249.00

**Note:** Toner usage averages seven cases per year and one developer every two years. These figures were calculated from past supply purchases. The maintenance plan and supply costs for OCF are higher in years two and four based on the added price for developer, where Archive's developer cost is included with the maintenance plan.

b-3

**WIDE FORMAT COPIER SYSTEM  
RFO EVALUATION CRITERIA**

Vendor	Equipment	Min. Req.	Purchase Cost	Purchase + Maint Plan (5 yrs.)	Lease Costs (monthly)	Lease + Maint Plan (5 yrs.)	Maint. Plan Costs	Supply Costs
Archive	Oce TDS 400	Yes	\$26,995.00	\$35,429.60	5 yr w/o MP = \$531.90 or 5 yr with MP = \$739.90	\$40,348.60 or \$44,394.00	\$1,686.92 per yr. (5 yr total = \$8,434.60)	Toner = \$198.75 Developer included with Maint. Plan
Oce	Oce TDS 400	Yes	\$23,494.00	\$39,189.00	5 yr w/o MP = \$502.00	\$45,815.00	\$3,139.00 per yr. (5 yr total = \$15,695.00)	Toner = \$290.00 Developer = \$455.00
Thomas	Oce TDS 400	Yes	\$33,302.00	\$51,302.00	5 yr w/o MP = \$756.23	\$63,373.80	\$3,600.00 per yr. (5 yr total = \$18,000.00)	Toner = \$275.00 Developer = \$422.00
Visual	K&E 6806	No	\$30,000.00	\$43,435.00	5 yr with MP = \$801.42	\$48,085.20	\$2,687.00 per yr. (5 yr total = \$13,435.00)	Toner = \$192.00 Developer = \$264.00

Response Time	Qualified Service	Repair Parts	Space Requirements	Installation Cost	Training	Update Costs	Warranty	Comments
4 hrs or less	Yes	Available	Meets	Included	Included	Free	90 Day	None.
6 hr average	Yes	Available	Meets	Included	Included	Included	90 Day	None.
4 hr average	Yes	Available	Meets	\$195.00 plus \$80.00 per hour extra	Included	\$300.00 twice per year	90 Day	None.
4 to 8 hrs average	Yes	Available	Meets	Included	Included	Included	90 Day	No scan to file capabilities.

**WIDE FORMAT COPIER SYSTEM  
5 YEAR COST FACTORS**

Vendor	Equipment	Purchase Cost	Maint. Plan Costs	Purchase + Maint Plan (5 years)	Supply Cost (5 years)	5 Year Total Cost
Archive	Oce TDS 400	\$26,995.00	\$1,686.92 per year 5 year total = \$8,434.60	\$35,429.60	\$6,956.25	\$42,385.85
Oce	Oce TDS 400	\$23,494.00	\$3,139.00 per year (5 year total = \$15,695.00)	\$39,189.00	\$11,060.00	\$50,249.00

**Note:** Toner usage averages seven cases per year and one developer every two years. These figures were calculated from past supply purchases.

B-4



**Océ-Engineering Systems**  
... a division of Océ-USA, Inc.

5215 N. O'Connor Blvd.  
Central Towers at Williams Square  
Suite 600  
Irving, TX 75039  
(972) 556-1155  
(972) 556-1295-Fax

October 1, 2002  
Mike Ryan  
City of Plano  
PO Box 860358  
Plano, Texas 75066-0358

Dear Mr Ryan:

The purpose of this letter is to formally announce our protest of the award recipient for bid #116-02. Océ-USA greatly appreciates that the City of Plano has chosen our product to replace your current system and feel that you have made the best decision regarding the system of choice.

Archive Supply Inc., who was recommended for the above bid, has been cancelled as an authorized Océ dealer (February 2, 2002) and will lose all dealer support as of February 3, 2003. We stated in a memo dated September 13, 2002 (see attachment #1) numerous concerns regarding Océ, Archives Supply and their ability to supply and support your system. While Archive Supply replied to your request for answers, we feel that they gave you only bits and pieces of our concerns and not the correct answers.

According to our records, Archive Supply purchased only TWO of our systems and the last purchase dated October 2001. Since their dealer contract has been cancelled they will not be able to purchase any new TDS400's from Océ direct.

Archive Supply claims that they have 9 service technicians, 5 of which are trained and certified by Océ on the TDS400. According to our records, Archive Supply has only ONE person certified by Océ on this product (see attachment #2). If Archives Supply claims that they have 5 certified technicians, I request that they provide original Certificates of Achievement presented by Océ for the other four individuals.

Archive Supply states "As for the Océ claim that we will lose technical support, this is not true as all issues are covered on the Océ web sites in the U.S. & Europe." (see attachment #3). While Océ does have web sites for support, Usernames and Passwords protect these sites from unauthorized use. According to the terms of website access, "Web IDs are available to DIRECT customers of Océ-USA and AUTHORIZED dealers and RESELLERS of Océ products." (see attachment #4). Archive Supply will not be able to access our web site after February 2, 2003. In addition, we are able to identify all original owners of an Océ system by the serial numbers. Archive Supply will not have access to our online

b-5

support systems and neither will the City of Plano since you will not be a direct Océ machine placement.

In summary, Océ requests that the City of Plano reconsiders the recipient of Bid #116-02. While we have no control where Archive Supply purchases the system for resell to the city (it will not be directly from Océ), we will know where it came from and the history of the system. We have proven that Archive Supply has only ONE Océ trained technician and that they will loose ALL their service support effective February 3, 2003. Océ is an ISO9000 certified company in both manufacturing and our service department. We have SEVEN certified technicians in the DFW market along with TWO managers for a total of NINE people to work on our machines. If you take the cost of the Océ direct solution and compare it to the Archive Supply solution (service and system cost), you will see that it will take the City of Plano 29 months just to break even if you chose the Archive Supply proposal since the Océ system cost is \$3,046.00 less. Then your net savings will be dependent on the cost of the service contract with Archive Supply in the third year, with the above concerns of parts costs and loss of service support from Océ direct.

Our main concern is that you will purchase this system from an unauthorized company and they may not be able to support your Océ TDS400 support needs to the proper levels in the future. We are trying to ensure a happy and successful TDS400 placement for future needs and development.

Thank you for your consideration. If you have any questions, please feel free to ring me at 800-788-5920 ext. 6861

Sincerely,

BRIAN

Brian Polhemus  
Account Executive  
Océ Wide Format Printing Systems

cc: Brian Wolff - Océ-USA, Inc.  
Jeff McKnight - Océ-USA, Inc.  
Tom Johnston - City of Plano

b-6



Attachment  
#1

Wolff, Brian

---

**From:** Polhemus, Brian  
**Sent:** Friday, September 13, 2002 2:32 PM  
**To:** 'tomj@plano.gov'; 'rickyl@plano.gov'  
**Cc:** Wolff, Brian  
**Subject:** Information regarding Océ and Archives Supply  
**Importance:** High

Tom,

Per your request, the following information is directly related to the proposed Océ wide format printing system. You need to know this information since Archives Supply has proposed an Océ system.

As of February 2, 2002, Océ-USA, Inc. cancelled our dealer contract with Archives Supply. With the cancellation of this contract, Archives Supply is no longer an authorized Océ equipment dealer.

They cannot purchase any new equipment directly from Océ-USA, Inc.

Effective February 2, 2003, Archives Supply will lose **all** dealer service support. This support **all technical support** and **all parts discounts**.

We value the City of Plano as a working partner and feel that you should know about this business situation.

Please take this information into consideration when you are making your final decision.

Thank you for your continued interest in Océ.

Sincerely,

Brian Polhemus  
Océ Wide Format Printing Systems  
800-788-5920 Ext. 6861  
polhemusbr@oceusa.com

Attachment  
#1



**Océ Wide Format Printing Systems**  
... a division of Océ-USA, Inc.

---

September 30, 2002

Mr. Tom Johnston  
Specifications Coordinator  
City of Plano  
P.O. Box 860358  
Plano, TX 75006-0538

Dear Mr. Johnston:

Please be advised that effective January 2, 2002, the Engineering Graphics Reseller Agreement between, Océ-USA, Inc. and Archive Supplies, Inc., dated December 18, 1995 has been terminated and we confirm the following:

This became effective thirty days from receipt of the letter (2/2/02) by Archive Supplies, Inc. Parts, toner and developer discounts will remain in effect for a period of one year (2/2/03).

It is our understanding that they would still like to represent Océ Imaging Supply products.

If you have any questions, please contact Mr. Jeff McKnight, WFPS Dealer Sales Manager at 1-800-788-5920 x 6807 in our Dallas office.

Sincerely,

A handwritten signature in black ink, appearing to read "G.E. Parker".

G.E. Parker.  
Vice President, WFPS Dealer Sales

Cc:  
W. Ballard  
B. Brennan  
J. Hixon  
J. McKnight  
B. Wolff  
J. Williams

b-8



Océ-USA, Inc.

October 2, 2002

City of Plano  
P.O. Box 860358  
Plano, TX 75086

To Whom It May Concern:

This is to advise you that Archive Supplies, Inc. has one (1) Océ factory trained technician on the Océ TDS400. His name is Michael Simpkins. He is the only Archive Supplies, Inc. technician authorized to support Océ's TDS400.

Archive Supplies, Inc. has been cancelled as an Océ authorized dealer effective February 3, 2002. Effective February 3, 2003, Archive Supplies, Inc. will no longer have the following available from Océ:

- ✓ Reseller parts discounts.
- ✓ Service documentation (including Technical Service Manual, Product Bulletin updates and Software updates).
- ✓ Service Support (Océ Service Knowledge Center, Technical Support Center and Software Support) will be discontinued as of February 3, 2003.

In accordance with their contract, Archive Supplies, Inc. will have to return to Océ all documentation on loan from Océ at that time.

Sincerely,

A handwritten signature in cursive script that reads "Bill Brennan".

Bill Brennan  
Director, Product Support - WFPS

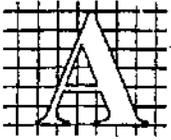
CC: Jeff McKnight  
Brian Wolff

BB/jmr

Archive Supplies, Inc.

2975 Ladybird Lane  
Dallas, Texas 75220

Telephone 214 351-2183  
Fax 214 351-2103



*Attachment #3*

September 16, 2002

City of Plano  
PO Box 860358  
Plano, TX 75066-0358

Attn: Tom Johnson, Specification Coordinator  
Re: BID# 116-02

Mr. Tom Johnson,

Please be aware that we fully understand our current relationship with Océ'-USA. We have at present over 350 machines in the local area under service contract. We did represent the Océ' line of machines for over 8 years and we will continue to support the equipment we sold and have trained, qualified, and Océ' Certified technicians to do just that. The Océ' TDS 400 is one of the above mentioned machines we are certified to warranty.

As for parts I have attached a copy of a letter from Océ' stating they will and must sell and provide parts to Archive Supplies, Inc. for the life of this equipment.

As for the Océ' claim we will lose technical support, this is not true as all issues are covered on the Océ' web sites in the U.S. & Europe. We have access as we own over 60 machines as rental equipment.

We can see no impact in our ability to fulfill the offer made to the City of Plano in BID#116-02.

Thank you for your interest in Archive Supplies and we look forward to a long and lasting relationship.

Thank you,

Milton Hockett  
President  
Archive Supplies, Inc.

*B-10*

Home > Support and Downloads > Software Support > Knowledge Center Access

## Knowledge Center Access

### Access to the Knowledge Center and Online Knowledgebase

By obtaining a User Name and Password, direct Océ-USA Customers and authorized Océ Dealers/Resellers can:

- Search for Solutions to technical problems
- Download additional patches, drivers, and upgrades
- Access our e-mail support option
- Subscribe to the Knowledge Center Monthly Newsletter

#### To Obtain a Username and Password (Web ID):

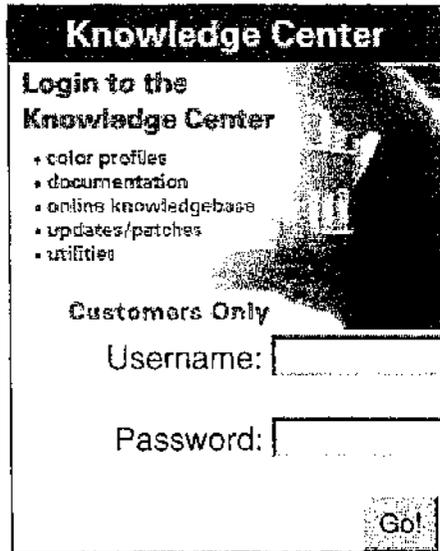
Web IDs are available to direct customers of Océ-USA and authorized dealers and resellers of Océ products. If you are the direct customer of an Océ dealer or reseller, please contact that company directly to receive support and/or a Web ID.

To obtain your user name and password (or if you have forgotten either), please contact the Software Support Center by phone (1-800-662-2966, Option 2) or Email. To receive a Web ID via email, send us an email message to [kmusa@oceusa.com](mailto:kmusa@oceusa.com). The subject of the email should be "Web Service", and please include include your Full Name, Company, Phone Number (with area code), and Email Address.

#### Things to keep in mind:

The Knowledge Center is available 24 hours per day, but User Names and Passwords can only be obtained while the Software Support Center is open (Monday through Friday, 7 a.m. - 7 p.m., Central Time). So it's best to call and get your User Name and Password ahead of time, to make sure that you can access the site when you need to.

It will take about 30 minutes for your User Name to be activated. Please wait 30 minutes from the time the User Name and password are assigned to access the Knowledge Center.



- Customer Education
- Support Information
- Contact Support Center
- Driver Downloads

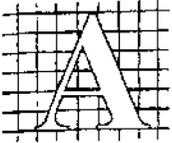
B-11

Kicky Lindley

Archive Supplies, Inc.

2975 Ladybird Lane  
Dallas, Texas 75220

Telephone 214 351-2183  
Fax 214 351-2103



October 10, 2002

VIA HAND DELIVERY

Ms. Diane C. Allison  
City of Plano Purchasing Division  
1520 Avenue K, Suite 370  
Plano, Texas 75074

Re: Bid No. 116-02: Archive Supplies, Inc.'s Response to Letter of Protest

Dear Ms. Allison:

In accordance with your request, I am writing on behalf of Archive Supplies, Inc. ("Archive") in response to the Letter of Protest submitted by Océ Engineering Systems ("Océ").

At the outset, let me confirm for you that the machine that Archive has put to bid to the City of Plano is a new machine that Archive purchased from Océ on April 23, 2002. A copy of the invoice for the machine (reflecting equipment bearing serial number 2599, received by Archive on April 29, 2002) is enclosed. For Océ to imply that Archive intends to purchase the equipment from some third party or to supply an old machine is simply incorrect.

Archive has represented the Océ line of equipment for over eight (8) years. Archive currently has over 350 Océ machines in the local area under service contract and, as evidenced by the enclosed letter of recommendation, has many satisfied customers. Archive has continued to service this equipment since its relationship with Océ terminated and will continue to do.

An ongoing relationship with Océ is not necessary in order for Archive to be able to fully support the TDS400 should the City of Plano purchase the machine from Archive. Archive has secured a commitment from Océ in writing that Océ will continue to sell Archive all necessary parts and toner in order to enable Archive to service its equipment into the indefinite future. A true and copy of the written commitment from Océ is enclosed.

Archive has nine (9) service technicians, one of whom has been specifically trained and certified by Océ on the TDS400. A true and correct copy of the Certificate of

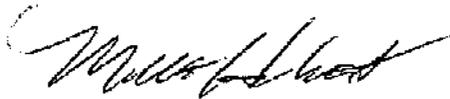
B-12

Achievement presented to Michael Simpkins, Archive's Service Manager, is also enclosed. In addition to Mr. Simpkins, Archive has five (5) other service technicians who have been trained and are qualified to service the TDS400. Moreover, in contrast to Océ's service technicians, who serve a regional territory, all of Archive's service technicians work exclusively in the Metroplex and neighboring areas. Archive thus will have the ability to provide full and superior service on the equipment should the City of Plano purchase it from Archive.

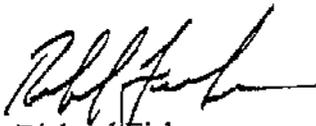
Without acknowledging that Océ can legally and properly block Archive's access to the Océ web sites (a fact which Archive vigorously disputes), Archive's ability to access those web sites is not critical to Archive's ability to service the TDS400. More important, Océ cannot block the City of Plano's access to the web sites. The City of Plano will at all times, by providing the serial number on its machine, have full access to the sites, including while in the presence of an Archive service technician.

In sum, Archive is fully able to fulfill the offer made to the City of Plano in Bid No. 116-02. We invite you to contact us if you have any questions.

Very truly yours,



Milton Hockett  
President, Archive Supplies, Inc.



Richard Fisher  
Principal, Archive Supplies, Inc.

Enclosures

B-13



PLEASE REMIT TO:  
 Océ-USA, Inc.  
 P.O. BOX 92601  
 Chicago, IL 60675-2601

**Océ-USA, Inc.**  
 5450 North Cumberland Avenue  
 Chicago, IL 60656

**Invoice**

ED KEATINGS  
 ARCHIVE SUPPLIES INC  
 2975 LADYBIRD LN  
 DALLAS TX 75220-1415

Invoice Number	Customer Number	Invoice Date
1891359	250401	4/23/02

D.U.N. 578-756-7924  
 F.I.W. 06-1070101



Amount

TDS400 2 ROLL PRINT W/STACKER Model: TDS4472 Serial No. 2599

RECEIVED APR 29 2002

4/23/02

*p-14*

For Billing Inquiries Call 1-877-587-1645  
 For Supplies Call 1-800-323-4827  
 For Service Call 1-800-662-2966

Net Amount  
 Total Tax  
 Total Amount

.00
-----

We hereby certify that these goods were produced in compliance with all applicable requirements of section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14, thereof.

003 Terms: 30 DAYS



# Halff Associates

ENGINEERS • ARCHITECTS • SCIENTISTS  
PLANNERS • SURVEYORS

4000 FOSSIL CREEK BOULEVARD  
FORT WORTH, TEXAS 76137  
(817) 847-1422  
METRO (817) 429-9976  
FAX (817) 232-9784

October 7, 2002

Diane Allison  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086

Dear Ms. Allison,

Halff Associates, Inc. purchased an Oce' TDS 400 plotter in October 2001 from Archive Supply, Inc. Archive has provided exceptional service and support for all of our plotting needs. We believe the quality of the Oce' is far superior to the plotters we have previously owned. Service calls have been minimal and when needed they have always responded in a very timely manner. We also order all of our plotting supplies from Archive, which have always proven to be of good quality. We have maintained a working relationship with Archive Supply for ten plus years and will continue to use them for current and future needs.

Halff Associates, Inc. highly recommends the support and service we receive from the Archive family. Please do not hesitate to call if you would like to personally discuss our experiences with either the Oce' plotter or Archive Supply.

Sincerely,

*Nancy MacSwain*

Nancy MacSwain



Océ-Imaging Supplies

... a division of Océ-USA, Inc.

1800 Bruning Drive West  
Itasca, Illinois 60143-1093  
(630) 351-2900

August 30, 2002

Mr. Richard Fisher  
Mr. Milt Hockett  
Archive Supplies, Inc.  
2975 Ladybird Lane  
Dallas, TX 75220

Dear Richard and Milt:

*This letter is to confirm that after one year from the cancellation of your equipment contract, we will continue to sell to your company parts and toner at the list price prevailing at the time of an accepted order, on the condition that your company complies with our terms of sale, especially the 30 day payment terms, and if your company continues to actively support Océ and purchase a significant amount of products from Océ. Our terms of sale may be amended in our discretion periodically.*

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe Trowy".

Joe Trowy  
Vice President  
Sales and Marketing

Copy: M. Baboyian

B-16

# Certificate of Achievement

Presented to

**Michael Simpkins**

for successful completion of

**TDS400**

September 2001



Manager,  
Service Training



Trainer

2



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Council Meeting Date:	<b>11/11/02</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE	Initials	Date		
Department Head	John McGrane	Executive Director			
Dept Signature:	<i>John McGrane</i>	City Manager	<i>JMA</i>	11/11/02	
Agenda Coordinator (include phone #):		Sandy Gaugler X7479		(rev. 10/02)	
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, granting a one-year waiver to Columbia Medical Center Subsidiary, L.P. to meet the threshold requirement relating to the real property improvements value and the new job commitment set forth in a tax abatement agreement, and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2002-03</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
This Resolution grants a one-year waiver to Columbia Medical Center, L.P. to meet the minimum value requirement for real property improvements and new job commitment in order to qualify for the tax abatement. Medical office building - Reinvestment Zone 49.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution		Joint Committee on Tax Abatement, Collin County, CCCCDC			

e-1

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, GRANTING A ONE-YEAR WAIVER TO COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P. TO MEET THE THRESHOLD REQUIREMENT RELATING TO THE REAL PROPERTY IMPROVEMENTS VALUE AND THE NEW JOB COMMITMENT SET FORTH IN A TAX ABATEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Columbia Medical Center Subsidiary, L.P., hereinafter referred to as "Owner," is the owner of property covered by a tax abatement agreement ("Agreement") entered into on December 6, 1999 (Resolution No. 99-12-8(R)); and

**WHEREAS**, the conditions of the Agreement require Owner to maintain a minimum value of \$13,061,016 (75% of \$17,414,688) for the real property improvements and a new job commitment for 150 full-time employees (75% of 200) in order to qualify for the annual abatement; and

**WHEREAS**, Owner has requested the Council waive the minimum requirements for the value of real property improvements and job commitment on the basis of circumstances occurring beyond the Owner's control; and

**WHEREAS**, the value assessed by the Collin County Central Appraisal District for this property for the 2002 tax year is \$12,372,139; and

**WHEREAS**, the City Council is willing to waive the minimum value threshold requirement for the real property and the minimum job commitment for this tax year.

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

**Section I.** The Council grants Owner a one-year waiver to meet the threshold requirement and the job commitment required in Paragraph 5 of the Agreement for the 2002 tax year. If Owner is in compliance with all other terms and conditions of the Agreement, Owner is entitled to the abatement of City of Plano taxes under the terms of the Agreement for the 2002 tax year. This waiver is granted by the City of Plano and has no effect on the other taxing entities.

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

C-2

**DULY PASSED AND APPROVED** this the 11th day of November, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE		Initials	Date	
Department Head	John McGrang		Executive Director		
Dept Signature:	<i>[Signature]</i>		<i>[Signature]</i>	11/11/02	
Agenda Coordinator (include phone #): <b>Sandy Gaugler X7479</b>			(rev. 10/02)		

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

### CAPTION

A Resolution of the City Council of the City of Plano, Texas, granting a one-year waiver to LaserComm, Inc. to meet the requirement relating to the job commitment set forth in a tax abatement agreement; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

FUND(s):

COMMENTS:

### SUMMARY OF ITEM

This Resolution grants a one-year waiver to LaserComm, Inc. to meet the minimum requirement for job commitment in order to qualify for the tax abatement. Reinvestment Zone 51.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution	Joint Committee on Tax Abatement, Collin County, CCCC

*d-1*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, GRANTING A ONE-YEAR WAIVER TO LASERCOMM, INC. TO MEET THE REQUIREMENT RELATING TO THE JOB COMMITMENT SET FORTH IN A TAX ABATEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WIHEREAS**, LaserComm, Inc., referred to as "Owner," is the owner of property covered by a tax abatement agreement ("Agreement") entered into on April 24, 2000 (Resolution No. 2000-4-22(R)); and

**WHEREAS**, one of the conditions of the Agreement requires Owner to maintain a minimum employee commitment of 150 full-time employees (75% of 200) in order to qualify for the annual abatement; and

**WHEREAS**, Owner has requested the Council waive the minimum requirement for employee commitment on the basis of circumstances occurring beyond the Owner's control; and

**WHEREAS**, the City Council is willing to waive the minimum job commitment requirement for this tax year.

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

**Section I.** The Council grants Owner a one-year waiver to meet the job commitment required in Paragraph 7 of the Agreement for the 2002 tax year. If Owner is in compliance with all other terms and conditions of the Agreement, Owner is entitled to the abatement of City of Plano taxes under the terms of the Agreement for the 2002 tax year. This waiver is granted by the City of Plano and has no effect on the other taxing entities.

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

*d-2*

**DULY PASSED AND APPROVED** this the 11th day of November, 2002.

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

ATTEST:

\_\_\_\_\_  
Elaine Bcalke, CITY SECRETARY

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>MD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	FINANCE		Initials	Date
Department Head	John McGrane		Executive Director	
Dept Signature:	<i>John F. McGrane</i>		<i>MD</i>	<i>11/11/02</i>
Agenda Coordinator (include phone #):		Sandy Gaugler X7479		(rev. 10/02)
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, granting a one-year waiver to LETCHI, LTD. to meet the requirement relating to the new job commitment set forth in a tax abatement agreement; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
This Resolution grants a one-year waiver to LETCHI, LTD. to meet the minimum requirement for new job commitment in order to qualify for the tax abatement. Reinvestment Zone 43.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		Joint Committee on Tax Abatement, Collin County, CCCC		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, GRANTING A ONE-YEAR WAIVER TO LETCHI, LTD. TO MEET THE REQUIREMENT RELATING TO THE NEW JOB COMMITMENT SET FORTH IN A TAX ABATEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, LETCHI, LTD., hereinafter referred to as "Owner," is the owner of property covered by a tax abatement agreement ("Agreement") entered into on June 14, 1999 (Resolution No. 99-6-35(R)); and

**WHEREAS**, one of the conditions of the Agreement requires Owner to maintain a minimum employee commitment of 300 full-time employees (75% of 400) in order to qualify for the annual abatement; and

**WHEREAS**, Owner has requested the Council waive the minimum requirement for employee commitment on the basis of circumstances occurring beyond the Owner's control; and

**WHEREAS**, the Owner has reported 226 certified hotel employees; and

**WHEREAS**, the City Council is willing to waive the minimum job commitment requirement for this tax year.

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

**Section I.** The Council grants Owner a one-year waiver to meet the job commitment required in Paragraph 7 of the Agreement for the 2002 tax year. If Owner is in compliance with all other terms and conditions of the Agreement, Owner is entitled to the abatement of City of Plano taxes under the terms of the Agreement for the 2002 tax year. This waiver is granted by the City of Plano and has no effect on the other taxing entities.

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

*e-2*

**DULY PASSED AND APPROVED** this the 11th day of November, 2002.

---

Pat Evans, MAYOR

ATTEST:

---

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Council Meeting Date:	11/11/02		Reviewed by Legal	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Department:	FINANCE		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John F. McGrane</i>		City Manager	<i>[Signature]</i> 11/11/02	
Agenda Coordinator (include phone #):	Sandy Gaugler X7479			(rev. 1/02)	
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE ASSIGNMENT OF THE TAX ABATEMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, AND KCD-TX I INVESTMENT LIMITED PARTNERSHIP TO WELLS OPERATING PARTNERSHIP, L.P.; APPROVING AN AMENDMENT TO THE TAX ABATEMENT AGREEMENT TO REVISE THE NOTIFICATION INFORMATION; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
This Resolution approves the assignment of the Tax Abatement Agreement by and between the City of Plano, the County of Collin, Collin County Community College District, and KCD-TX I Investment Limited Partnership to Wells Operating Partnership, L.P. -- Reinvestment Zone 50.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution Amendment		Joint Committee on Tax Abatement, Collin County, CCCCD			

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE ASSIGNMENT OF THE TAX ABATEMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, AND KCD-TX I INVESTMENT LIMITED PARTNERSHIP TO WELLS OPERATING PARTNERSHIP, L.P.; APPROVING AN AMENDMENT TO THE TAX ABATEMENT AGREEMENT TO REVISE THE NOTIFICATION INFORMATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 28, 2000, by Ordinance No. 2000-2-27, the City Council established Reinvestment Zone No. 50; and

**WHEREAS**, on February 28, 2000, by Resolution No. 2000-2-28(R), the City Council approved a tax abatement agreement by and between the City of Plano, Texas ("City"), the County of Collin, the Collin County Community College District, and KCD-TX I Investment Limited Partnership ("KCD-TX I") and Lacerte Software Corporation ("Lacerte"); and

**WHEREAS**, by letter dated October 15, 2002, which is attached hereto as Exhibit "A" and incorporated herein by reference, KCD-TX I notified the City of the change of ownership of the real property which is the subject of the Agreement to Wells Operating Partnership, L.P., a Georgia limited partnership; and

**WHEREAS**, the tax abatement agreement provided for the real property to have a value of \$22,000,000; and

**WHEREAS**, the City Council has been requested to approve the assignment of the Tax Abatement Agreement real property located in Reinvestment Zone No. 50 from KCD-TX I to Wells Operating Partnership, L.P. ("Assignment"), see Exhibit "A." Lacerte continues to conduct business on the subject premises and remains the primary tenant; and

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

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

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**Section I.** The terms and conditions of the Assignment of the Tax Abatement for real property granted by Resolution No. 2000-2-28(R) from KCD-TXi Investment Limited Partnership to Wells Operating Partnership, L.P., having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby in all things approved.

**Section II.** The Tax Abatement Agreement is amended as shown on the attached Exhibit "B."

**Section III.** The City Manager, or in his absence, an Executive Director, shall be authorized to execute any and all documents in connection with the Assignment.

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

**DULY PASSED AND APPROVED** this the 11th day of November, 2002.

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

ATTEST:

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

APPROVED AS TO FORM:

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



DEVELOPMENT COMPANY



October 15, 2002

Mr. John F. McGrane  
Director of Finance  
City of Plano  
P.O. Box 860358  
Plano, TX 75086-0358

**Re: Tax Abatement Agreement for KCD-TX I Investment Limited Partnership  
And Lacerte Software Corporation – Reinvestment Zone No. 50  
Certification Form and Notification of Change of Ownership**

Dear Mr. McGrane:

Attached, please find the requested certification form, executed on behalf of KCD-TX I Investment Limited Partnership.

Additionally, I am hereby notifying the City of Plano of a change in the ownership of the subject property. The pertinent information for the new owner is:

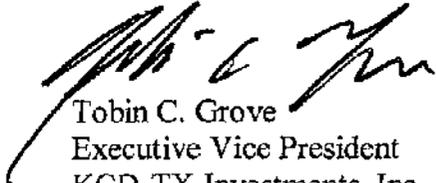
- Effective Date:** September 27, 2002
- New Owner:** Wells Operating Partnership, L.P.  
By: Wells Real Estate Investment Trust, Inc.  
By: Doug Williams, Senior Vice President
- Mail all Notices to:** Wells Management, Inc.  
Attn: Nancy Malatesta  
P.O. Box 926040  
Norcross, GA 30010-6040

In accordance with your instructions, we have NOT notified Collin County or CCCCD of this change in ownership. It is my understanding that your office will forward a notification of this change at the appropriate point in time.

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If you should require anything further on this subject, please do not hesitate to contact me.

Sincerely,



Tobin C. Grove  
Executive Vice President  
KCD-TX Investments, Inc.

Enclosure

cc: Mr. Mark Portner, Intuit w/encl.  
Mr. Dwain Skrobarcek, Intuit w/encl.  
Ms. Nancy Malatesta, Wells w/encl.

THE STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

**AMENDMENT TO TAX ABATEMENT AGREEMENT**

This Amendment is to a Tax Abatement Agreement originally entered into between the CITY OF PLANO, TEXAS, and other taxing units and KCD-TX I INVESTMENT LIMITED PARTNERSHIP, on February 28, 2000, City Resolution 2000-2-28(R), and now assigned to Wells Operating Partnership, L.P. (hereinafter "Amendment") and is made and entered into on this the 11<sup>th</sup> day of November, 2002, by and between WELLS OPERATING PARTNERSHIP, L.P., the CITY OF PLANO, TEXAS (hereinafter "City"), COUNTY OF COLLIN, TEXAS, and the COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, collectively referred to as TAXING UNITS.

**WITNESSETH:**

**WHEREAS**, on February 28, 2000 the City Council of the City of Plano, Texas, passed Ordinance No. 2000-2-27 establishing Reinvestment Zone No. 50, City of Plano, Texas for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act; hereinafter referred to as "Act"; and

**WHEREAS**, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2002-9-9(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

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

**WHEREAS**, on February 28, 2000, by Resolution No. 2000-2-28(R), the City Council of the City of Plano approved a Tax Abatement Agreement with Owner; and

**WHEREAS**, the Owner requests to amend the Agreement pursuant to Section 10(B) of the Agreement under a sale transaction to assign the **REAL PROPERTY** to Wells Operating Partnership L.P. Lacerte Software Corporation continues to conduct business on the subject premises and remains the primary tenant.

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

**WHEREAS**, the Agreement as amended herein is consistent with encouraging development of said Reinvestment Zone No. 50 in accordance with the purposes for its creation and is in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

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

**Section 1.** The Agreement approved by Resolution No. 2000-2-28(R) on February 28, 2000, is hereby amended as follows:

1. The first paragraph of the Agreement is amended to read:

"This Agreement is entered into by and between and **City of Plano, Texas**, a home rule city and municipal corporation of Collin County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as **CITY**; the **County of Collin, Texas**, duly acting herein by and through its County Judge, and the **Collin County Community College District**, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as **TAXING UNITS**, and **Wells Operating Partnership L.P.**, a Texas limited partnership, duly acting by and through its general partner, hereinafter referred to as **OWNER**."

2. Effective as of the date and year first written above, Section 14 of the Tax Abatement Agreement assigned to Wells Operating Partnership, L.P. is hereby amended to read as follows:

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

For **CITY** by notice to:

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

with copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney

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P.O. Box 860358  
Plano, Texas 75086-0358

For TAXING UNITS by notice to:

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

Collin County Community College District  
Attention: Dr. Cary A. Israel  
President of Board of Trustees  
4800 Preston Park Blvd.  
Plano, Texas 75093

For OWNER by notice to:

Wells Operating Partnership, L.P.  
c/o Wells Management, Inc.  
ATTN: Ms. Nancy Malatesta  
P.O. Box 926040  
Norcross, GA 30010-6040

For LESSEE by notice to:

Lacerte Software Corporation  
ATTN: General Counsel  
13155 Noel Road, Suite 2200  
Dallas, Texas 75240

with a copy to:

Intuit, Inc.  
ATTN: General Counsel  
P.O. Box 7850  
Mountain View, California 94039"

3. All other terms of the Agreement shall remain in full force and effect.

**Section 2.** This Amendment was authorized by Resolution No. \_\_\_\_\_ of the City Council at its Council meeting on November 11, 2002, authorizing the City Manager to execute the Agreement on behalf of the City; and

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**Section 3.** This Amendment was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2002, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County; and

**Section 4.** This Amendment was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2002, whereupon it was duly determined that the Chairman would execute this Agreement on behalf of Collin County Community College District; and

**Section 5.** This Amendment was entered into by Owner pursuant to authority granted by its General Partner, whereby an officer was authorized to execute this Agreement on behalf of Owner.

**Section 6.** This shall constitute a valid and binding Agreement between the City and Owner when executed in accordance herewith, regardless of whether any other Taxing Unit executes this agreement. This shall constitute a valid and binding Agreement between such Taxing Unit and Owner when executed on behalf of said parties, for the abatement of such Taxing Unit's taxes in accordance therewith.

**WITNESSETH** our hands this 11th day of November, 2002.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

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

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

APPROVED AS TO FORM:

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

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ATTEST:

COMMISSIONERS COURT OF  
COLLIN COUNTY

\_\_\_\_\_

\_\_\_\_\_  
COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

ATTEST:

WELLS BROTHERS OPERATING  
PARTNERSHIP, L.P.  
a Delaware limited partnership  
By: WELLS REAL ESTATE  
INVESTMENT TRUST, INC.,  
a Maryland corporation

\_\_\_\_\_

\_\_\_\_\_  
By: Doug Williams, Executive V.P.

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Intergovernmental Relations			Date	
Department Head	Julie Johnston	Executive Director	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>Initials</p> <p><i>[Signature]</i></p> </div> <div style="text-align: center;"> <p>Date</p> <p>11-04-02</p> </div> </div>		
Dept Signature:	<i>[Signature]</i>	City Manager			
Agenda Coordinator (include phone #):		Nancy Rodriguez x7510			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND METROPLEX TELEPHONE COMPANY, A TEXAS GENERAL PARTNERSHIP, D/B/A AT&T WIRELESS, TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN TWO CONDUITS EACH CONTAINING SIX (6) COAXIAL CABLES IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	1,050	0	1,050	
<b>BALANCE</b>	0	1,050	0	1,050	
FUND(S): GENERAL FUND					
COMMENTS: Approval of this item will result in a lump sum payment in the amount of \$1,050 in Miscellaneous Licenses & Permits to the General Fund					
<b>SUMMARY OF ITEM</b>					
This Resolution approves a Public Right-of-Way Use Agreement with Metroplex Telephone Company-d/b/a AT&T Wireless for work that AT&T Wireless desires to do in the City's rights-of-way to connect antennas located on an Oncor pole on McDermott Road to a telecommunications cabinet to be located on the south side of McDermott Road.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
n/a		n/a			

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND METROPLEX TELEPHONE COMPANY, A TEXAS GENERAL PARTNERSHIP, D/B/A AT&T WIRELESS, TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN TWO CONDUITS EACH CONTAINING SIX (6) COAXIAL CABLES IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Metroplex Telephone Company d/b/a AT&T Wireless (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

Page 2 of 2

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

This Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **METROPLEX TELEPHONE COMPANY**, a Texas general partnership, d/b/a AT&T Wireless, duly organized and existing under the laws of the State of Texas ("Company").

**RECITALS:**

**WHEREAS**, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, 2 conduits each containing 6 coaxial cables (hereinafter called "Structure") under McDermott Road located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting Company's antennas situated on the Oncor monopole located in the median of McDermott Road to a telecommunications cabinet to be located on the south side of McDermott Road; and

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

1. **Definitions.**

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

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean Metroplex Telephone Company, a Texas general partnership, d/b/a AT&T Wireless, only and shall not include any Affiliate or third party.

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- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.
- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.
- (g) *PUC* shall mean the Texas Public Utility Commission.
- (h) *Structure* shall mean Company's 2 conduits each containing 6 coaxial cables located under McDermott.

## 2. **Grant of Rights.**

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

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

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate,

place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

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

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

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

3. Term.

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

4. **Fees and Payments.**

4.1 **Public Right-of-Way Use Fee.** On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of One Thousand Fifty Dollars (\$1,050.00), which represents (i) ONE DOLLAR (\$1.00) per linear foot of the Public Rights-of-Way plus (ii) Two Hundred Dollars (\$200.00) per public street crossing for a term of ten (10) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

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

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

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

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

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

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

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

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

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

6. **Miscellaneous Obligations of Company.**

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

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

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

7. **Indemnification and Insurance.**

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

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

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

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

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

8. Termination. This Agreement shall terminate:

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

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9. **Defaults.**

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

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

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

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

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

**10. Uncured Defaults and Remedies.**

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

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

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

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

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

11. Provision of Information.

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

12. Assignment of Agreement.

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

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

13. **Notices**

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

*If to the City:*

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

With a copy to:

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

*If to Company:*

**AT&T Wireless**  
ATTN: Lease Management Department  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
RE: AWS Site #E754/Coit-McDermott

*With a Copy to:*

**AT&T Wireless**  
ATTN: Legal Department  
11760 North U.S. Highway #1  
West Tower  
North Palm Beach, FL 33408  
RE: AWS Site #E754/Colt McDermott

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

14. **No Waiver.**

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

15. **Miscellaneous Provisions.**

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

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

15.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference

to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

9-19

**LICENSEE:**

**Metroplex Telephone Company, a Texas  
general partnership, d/b/a AT&T Wireless**

By: Dallas Cellular Telephone Company, L.P.,  
its managing partner

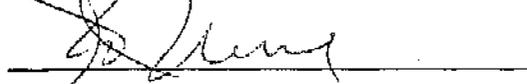
By: McCaw Communications of Gainesville,  
TX, L.P., its general partner

By: AT&T Wireless Services of San Antonio,  
Inc., its general partner



By: Michael E. McCormick  
Implementation Manager

ATTEST:



10/8/02

DATE

g-20

**ACKNOWLEDGMENTS**

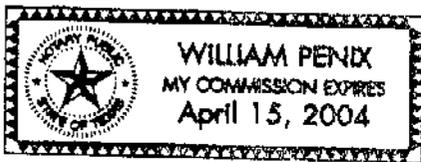
STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 8th day of October, 2002, by **Michael E. McCormick**, Implementation Manager of **Metroplex Telephone Company**, a Texas general partnership, dba AT&T Wireless, on behalf of said company.



W Pendx  
\_\_\_\_\_  
Notary Public in and for  
The State of TEXAS

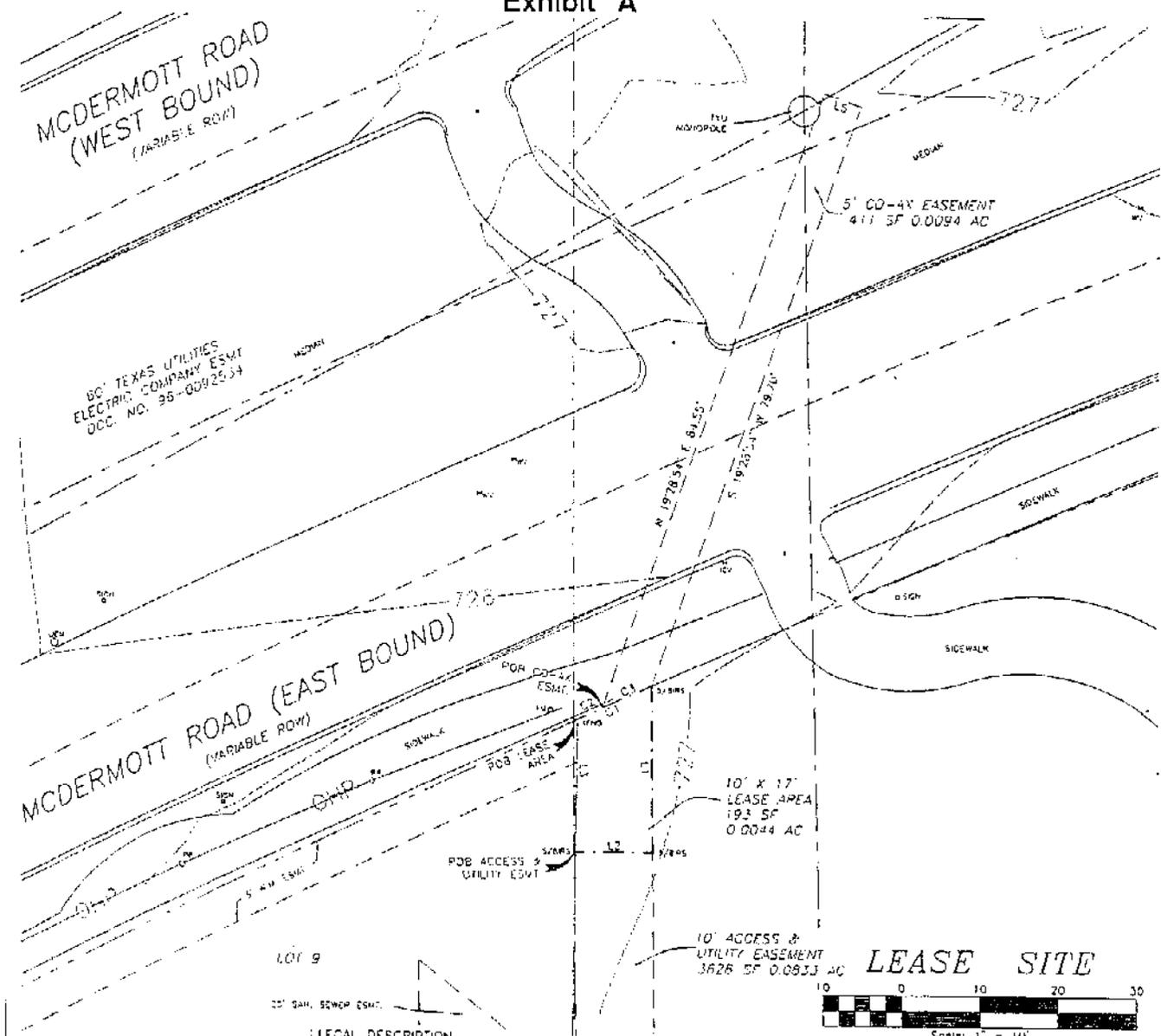
9-21

**Exhibit "A"**

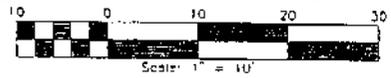
(See attachments)

9-22

Exhibit "A"



**LEASE SITE**



**LEGAL DESCRIPTION  
CO-AX EASEMENT**

BEING a tract of land situated in the John Wheeler Survey, Abstract No. 1029, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to Texas Power and Light Company, by easement and right-of-way for electric transmission and distribution, dated August 3, 1947, and recorded in Volume 553, Page 523, Deed Records, Collin County, Texas, also being out of and portion of that certain right-of-way of McDermott Road as dedicated by final plat titled "Right-of-Way Dedication McDermott Road and Preston Meadow Drive" as recorded in Cabinet L, Page 434, Map Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a set Concrete Monument found on the south right-of-way line of McDermott Road (variable right-of-way), same being the northeast corner of Lot 9, Block B, Northridge Estates Phase II, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof as recorded in Cabinet L, Page 432, Map Records, Collin County, Texas, also being on the west right-of-way line of said Texas Power and Light Company Easement tract,

THENCE along the south right-of-way line of said McDermott Road, and through the interior of said Texas Power and Light Company Easement tract, along a curve to the right having a radius of 2444.89 feet, an arc distance of 4.03 feet, through a central angle of 00 degrees 05 minutes 40 seconds, and whose chord bears North 65 degrees 14 minutes 07 seconds East, a distance of 4.03 feet to the POINT OF BEGINNING hereat;

THENCE continuing through the interior of said Texas Power and Light Company Easement tract and crossing the right-of-way of McDermott Road the following four (4) courses:

1. Leaving the south right-of-way line of said McDermott Road, North 13 degrees 25 minutes 34 seconds East, a distance of 84.55 feet to a Point;
2. South 70 degrees 31 minutes 08 seconds East, a distance of 5.00 feet to a Point;
3. South 19 degrees 28 minutes 54 seconds West, a distance of 79.70 feet to a 5/8" iron rod set for the northeast corner of lease area, same being on the south right-of-way line of said McDermott Road,

THENCE along the south right-of-way line of said McDermott Road and along a curve to the left having a radius of 2444.89 feet, an arc distance of 6.96 feet, through a central angle of 00 degrees 09 minutes 48 seconds, and whose chord bears South 65 degrees 21 minutes 31 seconds West, a distance of 6.96 feet to the POINT OF BEGINNING hereat and containing 0.0094 acres or 411 square feet of land, more or less.

9-23



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	11/11/02		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director		
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager		
Agenda Coordinator (include phone #): Irene Pegues (7198)					

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

**CAPTION**

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between City of Plano and TXU Gas Company for reimbursement of costs incurred to remove, relocate, lower and protect TXU's twelve-inch high-pressure gas line out of conflict with city's project to widen and extend Parker Road from Midway Road to Dozier Road; authorizing its execution by the City Manager or his designee; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,601,728	710,272	0	3,312,000
Encumbered/Expended Amount	-2,601,728	-487,288	0	-3,089,016
This Item	0	-47,871	0	-47,871
<b>BALANCE</b>	<b>0</b>	<b>175,113</b>	<b>0</b>	<b>175,113</b>

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2002-03 Street Improvement CIP. This item, in the amount of \$47,871, will leave a current year balance of \$175,113 for the Parker Road - Midway to West City Limits project.

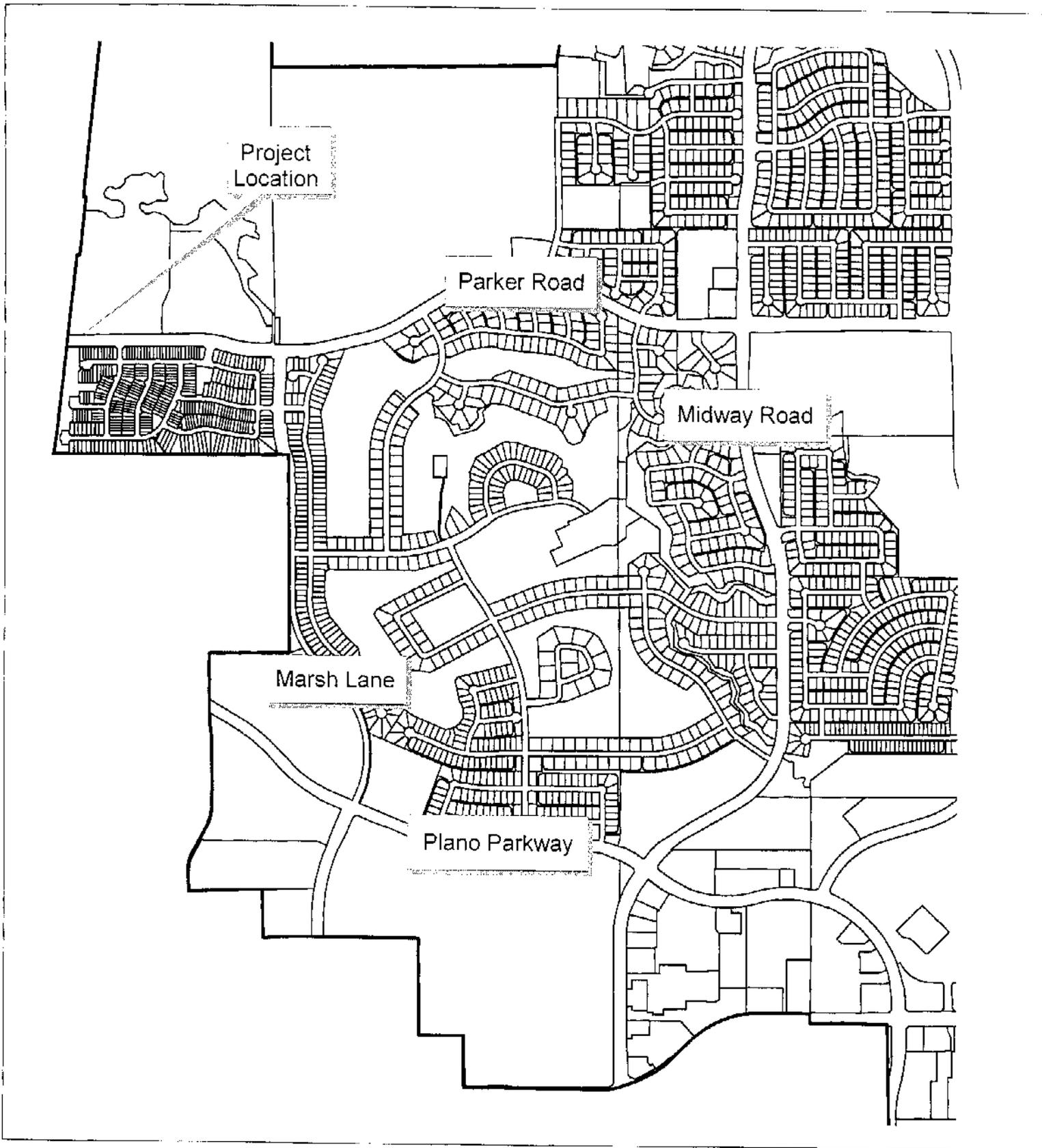
STRATEGIC PLAN GOAL: This item relates to the City's goal of Safe and Efficient Travel.

**SUMMARY OF ITEM**

This contract is for the relocation of a 12-inch high-pressure gas line crossing Parker Road just east of the BNSF Railroad tracks. The existing gas line is located in a pre-existing easement and is in conflict with the new Parker Road. The cost for this relocation is \$47,871.00. This will be added to Denton County's reimbursement.

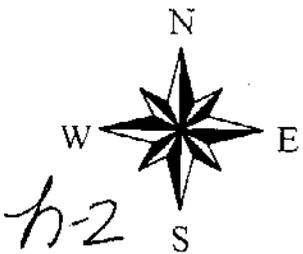
List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies N/A
---	---

*A-1*



## Location Map

TXU Gas Company  
Gas Line Relocation



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN CITY OF PLANO AND TXU GAS COMPANY FOR REIMBURSEMENT OF COSTS INCURRED TO REMOVE, RELOCATE, LOWER AND PROTECT TXU'S TWELVE INCH HIGH PRESSURE GAS LINE OUT OF CONFLICT WITH CITY'S PROJECT TO WIDEN AND EXTEND PARKER ROAD FROM MIDWAY ROAD TO DOZIER ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has previously authorized the appropriation of funds to widen and extend Parker Road from Midway Road to Dozier Road; and

**WHEREAS**, TXU owns a preexisting easement and right-of-way across Parker Road within which TXU has buried a twelve inch (12") high pressure gas line; and

**WHEREAS**, TXU's gas line will have to be removed, relocated, lowered and/or protected at certain points under Parker Road so that the City can complete its road project; and

**WHEREAS**, TXU has presented the City with a cost estimate of **FORTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY ONE DOLLARS AND NO/100 (\$47,871.00)** to remove, relocate, lower and protect their twelve inch (12") high pressure gas line out of conflict with the City's project; and

**WHEREAS**, the City Council has been presented a proposed Reimbursement Agreement by and between City of Plano and TXU Gas 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 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:**

*h-3*

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

h-4

**REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2002, by and between **TXU GAS DISTRIBUTION, a division of TXU Gas Company, ("TXU")**, having an office at 1601 Bryan Street, Dallas, Texas, 75201 and the **CITY OF PLANO, Texas** having an office at 1520 Avenue K, Suite 340, Plano, Texas, 75074, with a mailing address of P.O. Box 860358, Plano, Texas 75086-0358 ("City").

**WITNESSETH:**

**WHEREAS**, TXU is the Grantee of an Easement and Right of Way Agreement by Laretta L. Holt, dated November 14, 1973 and recorded in Volume 694, Page 284 of the Deed Records of Denton County, Texas (subject to that certain Partial Release of Easement dated November 10, 1999 and recorded in Volume 4478, Page 601 of the Deed Records of Denton County, Texas), and an Easement and Right of Way by 15% Guaranteed Plus Land Income Fund, LTD., dated April 27, 1998 and recorded in Volume 4093, Page 3236 of the Deed Records of Denton County, Texas (hereinafter the "Easements"), copies of which are attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, TXU has emplaced a twelve inch (12") high pressure Gas Line (the "Gas Line") within the area subject to the Easement (the "Easement Area"); and

**WHEREAS**, City intends to construct Parker Road from Midway Road to Dozier Road, Plano, Texas, a six lane divided roadway ( the "Project") which will cross over the Easement Area and the Gas Line; and

**WHEREAS**, TXU has reviewed the City's construction plans for the Project and has identified the locations at which TXU's Gas Line will have to be removed, relocated, lowered, and/or protected so as not to be in conflict with City's Project; these locations are identified on the attached Exhibit "B"; and

**WHEREAS**, TXU will be solely responsible for removing, relocating, lowering, or protecting its Gas Line out of conflict with City's Project; and

**WHEREAS**, TXU, the owner of the Gas Line, will be solely responsible for accurately marking the location of the Gas Line by flagging the location of the Gas Line in the field prior to the City advancing the Project across the Easement Area; and

**WHEREAS**, City will reimburse TXU, as set forth below, for actual costs incurred by TXU to remove, relocate, lower, or protect TXU's Gas Line out of conflict with the City's Project:

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. TXU shall be solely responsible for identifying the location of its Gas Line by flagging the exact location of its Gas Line in the field prior to the City advancing the Project into the Easement Area.
2. TXU shall provide all engineering, labor, supervision, equipment and materials necessary to remove, relocate, lower, or protect the existing Gas Line out of conflict with City's Project. TXU shall be solely responsible for this work.
3. The cost to remove, relocate, lower, or protect TXU's Gas Line out of conflict with City's Project is estimated to be **FORTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY ONE DOLLARS AND NO/100 (\$47,871.00)**. A breakdown of the Cost Estimate is attached hereto and incorporated herein as Exhibit "C".

- 4. Upon completion of the removing, relocating, protecting or lowering work, TXU shall send a final bill to City for the actual cost of the work. If the final bill does not exceed the estimated cost set forth herein, the City shall remit payment to TXU within thirty (30) days of receipt of the final bill. If the final bill exceeds the cost estimate, TXU shall provide City a written explanation for the overage. In that event, the City shall remit partial payment to TXU in the amount estimated in paragraph 3 above, but the City shall be allowed sixty (60) days to evaluate the additional charges, protest excessive or unnecessary charges, and seek City Council approval for the additional expense. If the Plano City Council approves the additional expense, which approval will not be unreasonably withheld, payment shall be made to TXU within sixty (60) days of receipt of the final bill.
- 5. TXU expressly agrees to release, hold harmless, defend and indemnify the City in accordance with Section III of Ordinance No. 92-11-50, effective November 23, 1992.
- 6. In no event shall either party be liable to the other for any indirect, consequential or incidental damages, including but without limitation, loss of revenue, loss of customers or loss of profits arising from this Agreement and the performance of obligations herein.
- 7. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
- 8. This Agreement shall become effective on the date last executed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by an authorized representative of each.

**TXU GAS DISTRIBUTION,  
a division of TXU Gas Company**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

*h-6*

3916 4-73

Exhibit "A" to Reimbursement Agreement

Plan 0/711 (formerly: D9-8/18)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF Denton

270

That for and in consideration of Ten Dollars & Other Good & Valuable Consideration Dollars (\$ 10.00 ) to the undersigned, Lauretta L. Holt, a widow

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, inspect, maintain, repair, operate, replace, relocate and remove at will, in whole or in part, pipe lines and appurtenances thereto, over and through the following described lands situated in Denton County, State of Texas, to-wit:

80 acres, more or less, out of the Samuel H. Brown Survey, Abstract No. 111

more fully described in deed from M. J. Griffin et ux to Lauretta L. Holt recorded in Volume 195, Page 361, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such line and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purposes of this grant.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive; should damages thereon arise, the same shall be paid by the party liable therefor, and the same shall be appealable to the Courts by either party.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

This right of way agreement is subject to the addendum attached hereto, and known as Exhibit "A", and made a part hereof for all purposes.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 19th day of November, A. D. 1973

Signed and delivered in the presence of the undersigned witnesses: J. J. [Signature] R. O. [Signature] Right of Way Agent

Lauretta L. Holt Lauretta L. Holt

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## EXHIBIT "A"

The right of way and easement herein granted shall be confined to a strip of land thirty (30') feet in width, except for ingress and egress, fifteen (15') feet on each side of the following described route to-wit:

BEGINNING at a point in the fence along the East right of way of the Frisco RR, along the West line of said 80 acre tract, said point being a distance of 955 feet - N7°00'E, along said right of way fence from the fence along the North line of the 50 feet wide road, along the South line of said 80 acres;

THENCE S89°40'E a distance of 25 feet to an angle point;

THENCE N7°00'E parallel with and 25 feet from said right of way fence, a distance of 227 feet to an angle point;

THENCE N60°00'E a distance of 264 feet to an angle point;

THENCE S89°38'E parallel with and 25 feet from the fence along the North line of said 80 acres, a distance of 800 feet to an angle point;

THENCE S41°00'E a distance of 508 feet to an angle point;

THENCE S85°20'E a distance of 474 feet to a point in the fence along the East line of said 80 acre tract, said point being a distance of 1192 feet North along and with said fence, from the fence along the North line of the 15 feet wide road, along the South line of said 80 acres, said point also being the end of the route herein described.

Grantee shall be entitled to use an additional forty-five (45') feet of Grantor's adjacent land for construction purposes. For the same consideration, Grantee shall have the right to install cathodic test leads and aerial markers in fence lines.

It is specially understood that as a part of the consideration for this easement, the Grantee will restore any fences that are damaged and will restore the ground to a reasonable condition after refilling any ditches excavated.

*Lucretia L. Holt*

*h-8*

THE STATE OF TEXAS  
COUNTY OF DENTON

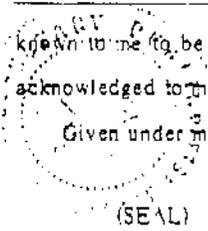
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lauretta L. Holt

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 14 day of November, A.D. 1973

Carl L. Coleman  
Notary Public in and for

Denton County, Texas.



(SEAL)

694/284

*Lauretta L. Holt*  
*Done: Star Sec. Co.*

Pattern for 3-2-73  
10/1/73 11:15 AM  
10/1/73 11:15 AM

*Paul*  
*270*

CERTIFICATE OF RECORD

THE STATE OF TEXAS }  
COUNTY OF DENTON } I, MARY JO HILL, Clerk of the County Court in and for said

county, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record on the date and at the time stamped hereon and duly recorded 14 day of Nov A.D., 1973 at 10:08 o'clock P.M. in Volume 694 Page 284 of the D 280 Records of Denton County, Texas.

Witness my hand and seal of office at Denton, Texas, The day and year last above written.

MARY JO HILL  
By Mary King Deputy Clerk of the County Court Denton Co., Texas

A-9

70L4473 PG 5 58

Line Name: Plano  
RW: T11

PARTIAL RELEASE OF EASEMENT

120842

STATE OF TEXAS  
COUNTY OF DENTON

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of November 14, 1973, **Lauretta L. Holt** executed in favor of **LONE STAR GAS COMPANY**, that certain Right of Way and Easement Agreement, covering a 30' wide strip of land, out of the Samuel H. Brown Survey, Abstract No. 111, Denton County, Texas, recorded in Volume 694, Page 284, Deed Records, said County and State; reference to which recorded instrument is hereby had and made for any and all purposes in connection herewith; and

WHEREAS, the corporate name of **LONE STAR GAS COMPANY** has been changed to **ENSERCH Corporation** and the corporate name of **ENSERCH Corporation** has been changed to **TXU Gas Company** (located at 1601 Bryan Street, Dallas, Texas 75201-3411), a Texas corporation; and

WHEREAS, **TXU Gas Company** has been requested to release the above referenced Right of Way and Easement Agreement; insofar and only insofar as same might cover and include that certain tract of land being a portion of said Easement Agreement; as hereinafter set out:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by Hall Financial, located at 750 N. St. Paul Street, Suite 200, Dallas, TX 75201, **TXU Gas Company** does hereby

h-10

release, relinquish and surrender from under the terms of the Right of Way and Easement Agreement said tract of land more fully described as follows to-wit:

See attached Exhibit "A".

It is expressly understood and agreed that this partial release is limited to the premises specifically released herein, and the Right of Way and Easement Agreement shall remain in full force and effect as to the remainder of the land and premises in the same manner as though this partial release had not been executed.

WITNESS THE EXECUTION HEREOF this the 10<sup>th</sup> day of November, A.D., 1999.

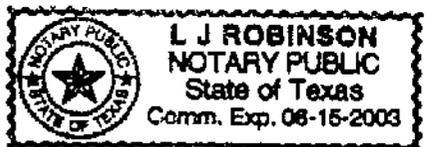
TXU Gas Company  
By W. Kyle Ray  
W. Kyle Ray  
Attorney-in-Fact

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **W. KYLE RAY, ATTORNEY-IN-FACT** for **TXU GAS COMPANY**, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10<sup>th</sup> day of November, A.D., 1999.

L.J. Robinson  
Notary Public in and for  
the State of Texas  
My Commission Expires: 06-15-03  
Print Name: L.J. Robinson

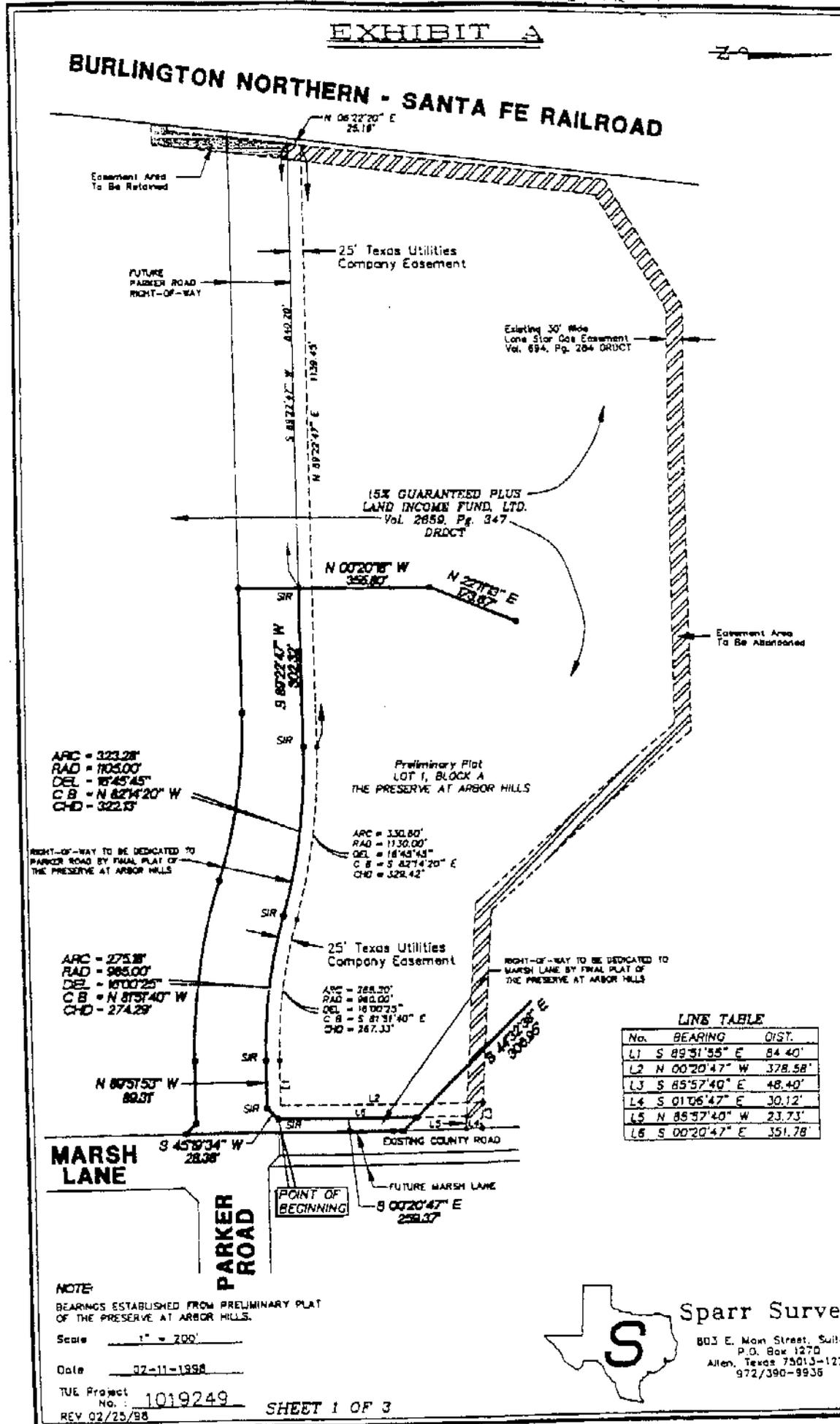


RETURN TO:  
SHARON JOHNSON  
TXU BUSINESS SERVICES  
CORPORATE DOCUMENT SERVICES  
PO BOX 139083  
DALLAS, TX 75313-9083

*h-11*

**EXHIBIT A**

**BURLINGTON NORTHERN - SANTA FE RAILROAD**



ARC = 323.28'  
 RAD = 1105.00'  
 DEL = 18^{\circ}45'45"  
 C B = N 82^{\circ}14'20'' W  
 CHD = 322.33'

RIGHT-OF-WAY TO BE DEDICATED TO PARKER ROAD BY FINAL PLAT OF THE PRESERVE AT ARBOR HILLS

ARC = 275.38'  
 RAD = 985.00'  
 DEL = 16^{\circ}00'25"  
 C B = N 81^{\circ}37'40'' W  
 CHD = 274.28'

Preliminary Plot LOT 1, BLOCK A THE PRESERVE AT ARBOR HILLS

ARC = 330.80'  
 RAD = 1130.00'  
 DEL = 18^{\circ}45'43"  
 C B = S 82^{\circ}14'20'' E  
 CHD = 328.42'

25' Texas Utilities Company Easement

ARC = 288.20'  
 RAD = 960.00'  
 DEL = 16^{\circ}00'23"  
 C B = S 81^{\circ}37'40'' E  
 CHD = 287.33'

RIGHT-OF-WAY TO BE DEDICATED TO MARSH LANE BY FINAL PLAT OF THE PRESERVE AT ARBOR HILLS

**LINE TABLE**

No.	BEARING	DIST.
L1	S 89^{\circ}31'55'' E	84.40'
L2	N 00^{\circ}20'47'' W	378.58'
L3	S 85^{\circ}57'40'' E	48.40'
L4	S 01^{\circ}06'47'' E	30.12'
L5	N 85^{\circ}57'40'' W	23.73'
L6	S 00^{\circ}20'47'' E	351.78'

**NOTE:**  
 BEARINGS ESTABLISHED FROM PRELIMINARY PLAT OF THE PRESERVE AT ARBOR HILLS.

Scale 1" = 200'

Date 02-11-1998

TUE Project No. 1019249

REV 02/25/98

SHEET 1 OF 3



**Sparr Survey**  
 803 E. Main Street, Suite  
 P.O. Box 1270  
 Allen, Texas 75015-1270  
 972/390-9935

h-12

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS (INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS ) COUNTY OF DENTON ) I hereby certify that this instrument was FILED in the file Number sequence on the date and the time stamped herein by me; and was duly RECORDED in the Central Public Records of Real Property of Denton County, Texas on

DEC 02 1999

Cynthia Mitchell  
COUNTY CLERK  
DENTON COUNTY, TEXAS



Filed for Record in:  
DENTON COUNTY, TX  
CYNTHIA MITCHELL, COUNTY CLERK

On Dec 02 1999  
At 10:35am

Doc/Num : 99-R0120842  
Doc/Type : PRL  
Recording: 9.00  
Doc/Mgmt : 6.00  
Receipt #: 47807  
Deputy - FRANCESKA

h-13

Plano/T11-1

**EASEMENT AND RIGHT OF WAY  
For Metes and Bounds Description**

040707

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

That 15% GUARANTEED PLUS LAND INCOME FUND, LTD., hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **TEXAS UTILITIES ELECTRIC COMPANY**, a Texas Corporation, and **ENSERCH CORPORATION**, a Texas Corporation, hereinafter referred to collectively as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for underground electric power, gas supply, and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and for pipelines, cathodic protection equipment, aerial markers, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

See attached Exhibit "A".

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, inspect, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said lines and pipelines; the right to relocate along the same general direction of said lines and pipelines; the right to relocate said lines and pipelines in the same relative position to any adjacent road if and as such road is widened in the future; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and pipelines and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines and pipelines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee. Grantee shall also be entitled to use an additional twenty-five feet (25') of Grantor's adjacent land and additional land as reasonably necessary at road and water crossings for construction purposes, but this right shall terminate upon completion of initial construction of Grantee's facility, and Grantee shall restore said additional land to its preexisting same or similar condition upon completion of construction.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall

h-14

not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

Grantor shall have the right to cross said easement with other public and franchise utilities, provided Grantee is given a minimum of 24 hours advance notice and such crossings allow adequate clearance to protect the gas line.

Grantee shall have the right to install gates in all existing and future fences crossing the easement and right of way, provided such gates will be installed in a manner that will not weaken such fences.

Grantee shall construct and install all of their facilities in accordance with existing regulatory requirements.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and pipelines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27 day of APRIL, A.D. 1998.

*[Signature]*  
LARRY E. LEVEY Larry E. Levey  
Grantor EXECUTIVE VICE PRESIDENT

HALL FINANCIAL GROUP, INC.  
GENERAL PARTNER OF  
1576 GUARANTEED PROS. CORP. (INC. FD 52, 476)

*h-15*

STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Larry Levey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27<sup>th</sup> day of April, A.D., 1998.



Marjorie Pugh  
Notary Public in and for  
the State of Texas  
My Commission Expires: 12-29-2001  
Print Name: Marjorie Pugh

STATE OF TEXAS §  
  §  
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_ a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1998.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

*h-16*

The undersigned is the beneficial owner of lien on the property described in the foregoing Restrictive Covenants and Partial Release. This is to acknowledge and consent to the Restrictive Covenants and to subordinate the lien owned by the undersigned affecting the property described above to the easement of Texas Utilities Electric Company and ENSERCH Corporation as above defined.

ATTEST: \_\_\_\_\_ (NAME OF LENDER)  
By: \_\_\_\_\_  
Corporate Secretary President

STATE OF TEXAS §  
COUNTY OF §  
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1998.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

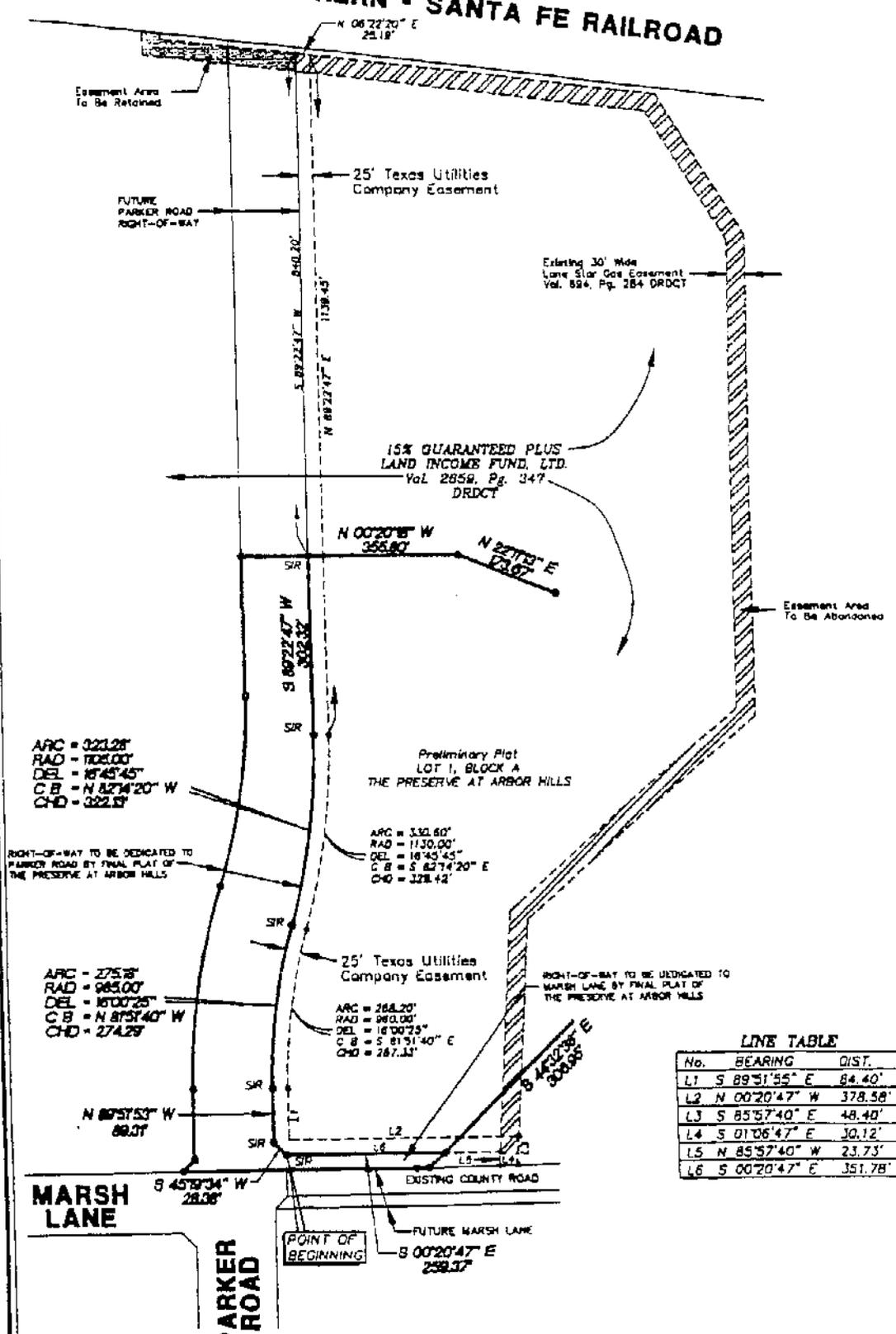
~~ENSERCH Corporation  
c/o T.U. Services/Lone Star Gas Company  
Right of Way Dept.-Sharon Johnson  
P.O. Box 139083  
Dallas, Texas 75313-9083~~

RETURN TO:  
SHARON JOHNSON  
TEXAS UTILITIES SERVICES, INC.  
CORPORATE DOCUMENT SERVICES  
1601 BRYAN ST., SUITE 34-022  
DALLAS, TX 75201

*B-17*

EXHIBIT A

BURLINGTON NORTHERN - SANTA FE RAILROAD



ARC = 323.28'  
 RAD = 1106.00'  
 DEL = 16°45'45"  
 C.B. = N 82°14'20" W  
 CHD = 322.51'

RIGHT-OF-WAY TO BE DEDICATED TO PARKER ROAD BY FINAL PLAT OF THE PRESERVE AT ARBOR HILLS

ARC = 275.28'  
 RAD = 985.00'  
 DEL = 10°00'25"  
 C.B. = N 87°57'40" W  
 CHD = 274.29'

Preliminary Plot LOT 1, BLOCK A THE PRESERVE AT ARBOR HILLS

ARC = 330.60'  
 RAD = 1130.00'  
 DEL = 16°45'45"  
 C.B. = S 82°14'20" E  
 CHD = 328.42'

25' Texas Utilities Company Easement

ARC = 268.20'  
 RAD = 980.00'  
 DEL = 16°00'25"  
 C.B. = S 81°31'40" E  
 CHD = 287.31'

RIGHT-OF-WAY TO BE DEDICATED TO MARSH LANE BY FINAL PLAT OF THE PRESERVE AT ARBOR HILLS

N 89°57'53" W 89.37'

MARSH LANE

PARKER ROAD

POINT OF BEGINNING  
 S 00°20'14" E 259.37'

LINE TABLE

No.	BEARING	DIST.
L1	S 89°31'55" E	84.40'
L2	N 00°20'47" W	378.58'
L3	S 85°57'40" E	48.40'
L4	S 01°06'47" E	30.12'
L5	N 85°57'40" W	23.73'
L6	S 00°20'47" E	351.78'

NOTE:  
 BEARINGS ESTABLISHED FROM PRELIMINARY PLAT OF THE PRESERVE AT ARBOR HILLS.

Scale 1" = 200'  
 Date 02-11-1998

TUE Project No. 1019249  
 REV 02/25/98

SHEET 1 OF 3



Sparr Surveys

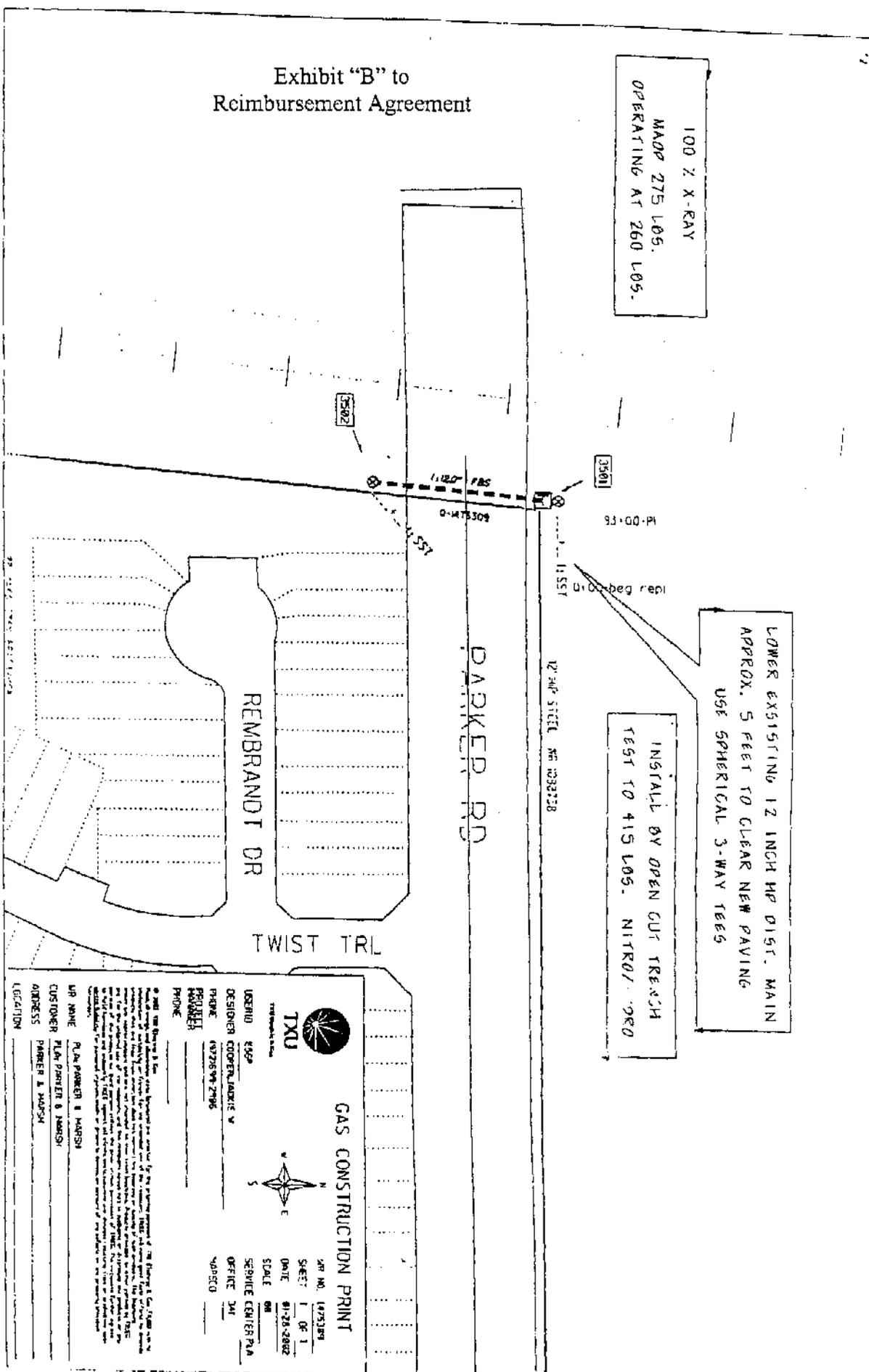
803 E. Main Street, Suite P.O. Box 1270  
 Allen, Texas 75013-1270  
 972/390-9938

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Exhibit "B" to  
Reimbursement Agreement

100 % X-RAY  
MADP 275 LOS.  
OPERATING AT 260 LOS.



**GAS CONSTRUCTION PRINT**

TXU

DESIGNER: COOPER, JACOB & V  
PHONE: (407) 596-2796

PROJECT MANAGER: [Redacted]

PROJECT NUMBER: [Redacted]

DATE: 01-28-2002

SCALE: 1" = 40'

SHEET: 1 OF 1

APP NO.: 1475289

OFFICE: 341

LOCATION: [Redacted]

MR. NAME: PLAN PARKER & MARSH

CUSTOMER: PLAN PARKER & MARSH

ADDRESS: PARKER & MARSH

LEGATION: [Redacted]

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Exhibit "C" to Reimbursement Agreement



Oncor  
Distribution Division  
519 Lockwood  
Richardson, TX 75080

**WR# 1475309**  
**PARKER ROAD @ Burlington Northern Santa Fe Railroad**

Contract Labor \$28,917.00

Relocate and abandon 155'  
of 12.750" HP (500 #) steel  
gas main. Lower approximately  
10 feet to clear paving and  
storm sewer.

Material and Overheads \$18,954.00

155' of 12.750" HP Steel Pipe  
2 ea. 12" Spherical 3-way Tee  
4 ea. 12" 90 Degree LR Steel Ell  
2 ea. 12" Steel Welded Caps  
Misc. Installation Materials

Total Cost \$47,871.00

*h-21*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>gob</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		<i>gob</i>	Date
Department Head	Gregory W. Rushin	Executive Director	<i>gob</i>	<b>11-05-02</b>
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	<i>gob</i>	<b>11/5/02</b>
Agenda Coordinator (include phone #): <b>Pam Haines, Ext 2526</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

**CAPTION**

To waive the City of Plano's application to receive funds under the Juvenile Accountability Incentive Block Grant Program administered by the Criminal Justice Division of the Office of the Governor of the State of Texas; allocating any funds for which the City of Plano was qualified to Collin County, Texas; providing that a representative of the City of Plano will participate in the Collin County Juvenile Probation Department; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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**

The City of Plano has been notified by the Criminal Justice Division of the Office of the Governor of the State of Texas that it is eligible to receive \$52,205 the Juvenile Accountability Incentive Block Grant Program which would be also require the City of Plano to match a certain percentage of the funds received. Upon review of the Grant Program, staff finds the grant does not meet the current needs of the City. The Grant Program provides for the waiver of funds and allocation of such funds to another eligible recipient by passage of a resolution and contingent upon participation by the entity allocating the funds in the planning process of an entity receiving the allocation. Staff recommends the City of Plano allocate its portion of the grant to the Collin County Juvenile Probation Department to continue funding the "Master" position that was established in 1998 in the Collin County Juvenile Probation Department. This "Master" position has assisted in expediting the hearing of juvenile cases, thus preventing the release of juvenile offenders whose cases are delayed. This is the fourth year that the City of Plano has waived these funds to the Collin County Juvenile Probation Department.



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099  
<http://www.ci.plano.tx.us>

## **MEMORANDUM**

**DATE:** December 17, 2001

**TO:** Gregory W. Rushin, Chief of Police

**FROM:** Pam Haines, Account Clerk *PH*

**Subject:** Juvenile Accountability Incentive Block Grant

I contacted Joe Scott, Director of the Collin County Juvenile Probation Department. Mr. Scott advises the grant funds assigned to them by the City of Plano would be utilized by the Collin County Juvenile Board and the Collin County Commissioner Court to maintain the "Master" position in the Collin County Juvenile Detention Center.

A "Master" is a licensed attorney who is appointed by the Commissioners Court to hear juvenile cases on the premises of the Juvenile Detention Facility. The "Master" operates under the guidance of the Collin County Juvenile Judge and reports all findings to the Juvenile Judge. Mr. Scott advises one of the advantages to this position is that the hearings for the juvenile cases are quicker and thus prevents the premature release of juvenile offenders when their hearings are delayed in regular court. Mr. Scott advises that the Plano's block grant funds would allow them to continue to maintain this program.

ph

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, WAIVING THE CITY OF PLANO'S APPLICATION TO RECEIVE FUNDS UNDER THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM ADMINISTERED BY THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS; ALLOCATING ANY FUNDS FOR WHICH THE CITY OF PLANO WAS QUALIFIED TO COLLIN COUNTY, TEXAS; PROVIDING THAT A REPRESENTATIVE OF THE CITY OF PLANO WILL PARTICIPATE IN THE COLLIN COUNTY JUVENILE PROBATION DEPARTMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano has been notified by the Criminal Justice Division of the Office of the Governor of the State of Texas that it is eligible to receive \$52,205 under the Juvenile Accountability Incentive Block Grant Program ("the Grant Program") and which would also require the City of Plano to match a certain percentage of the funds received; and

WHEREAS, upon review of the Grant Program and an assessment of the City of Plano's needs, the City Council of the City of Plano hereby finds that the Grant Program does not meet the current needs of the City of Plano; and

WHEREAS, the Grant Program provides for the waiver of funds for which a recipient qualifies and allocation of such funds to another eligible recipient by passage of a resolution and contingent upon participation by the entity allocating the funds in the planning process of the entity receiving the allocation; and

WHEREAS, the City Council hereby finds that the funds for which the City of Plano is eligible should be waived and allocated to the Collin County Juvenile Probation Department; and

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

Section I. The City of Plano hereby waived application for funds available under the Juvenile Accountability Incentive Block Grant Program.

Section II. The City of Plano hereby allocates any funds for which it was qualified under the Juvenile Accountability Incentive Block Grant Program to the Collin County Juvenile Probation Department for its use.

Section III. A representative of the City of Plano shall be appointed to the Collin County Juvenile Probation Department to participate in the planning process of such organization.

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>ML</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning			Initials	Date
Department Head	Phyllis Jarrell <i>TE</i>	Executive Director	<i>[Signature]</i>	<i>11/4/02</i>	
Dept Signature:		City Manager	<i>[Signature]</i>	<i>11/13/02</i>	
Agenda Coordinator (include phone #): <b>Lanae Jobe x7165</b>					

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

### CAPTION

An ordinance of the City of Plano, Texas, changing the name of a portion of Chase Oaks Boulevard, a dedicated street within the City of Plano, Collin County, Texas, south of Spring Creek Parkway to Premier Drive; providing for a change in the official records to reflect such action; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>02/03</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	114,540	0	114,540
Encumbered/Expended Amount	0	-23,876	0	-23,876
This Item	0	-240	0	-240
<b>BALANCE</b>	0	<b>90,424</b>	0	<b>90,424</b>

**FUND(S):**    **GENERAL FUND**

**COMMENTS:** Funding for street name change is included in the approved FY2002-2003 Operation Budget. The remaining funds will be used for other contractual maintenance agreements.

**STRATEGIC PLAN GOAL:** The changing of a street name relates to the City's goal of Safe and Efficient Travel.

### SUMMARY OF ITEM

The existing portion of Chase Oaks Boulevard, south of Spring Creek Parkway, will ultimately extend south and connect into the existing portion of Premier Drive, north of Parker Road. To prevent confusion, the City of Plano proposes that the street name change occur at the intersection of Spring Creek Parkway and Chase Oaks Boulevard, and proposes to change the name of the portion of Chase Oaks Boulevard south of Spring Creek Parkway to Premier Drive. No business or homes are currently addressed to this portion of Chase Oaks Boulevard. Property owners and homeowner associations have been notified of the proposed change. The cost to change the street signs is \$60.00 each. This ordinance formally adopts the new street name.

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

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, CHANGING THE NAME OF THE PORTION OF CHASE OAKS BOULEVARD, A DEDICATED STREET WITHIN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, SOUTH OF SPRING CREEK PARKWAY TO PREMIER DRIVE; PROVIDING FOR A CHANGE IN THE OFFICIAL RECORDS TO REFLECT SUCH ACTION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Chase Oaks Boulevard is a dedicated public street within the City of Plano; and

**WHEREAS**, Chase Oaks Boulevard will be extended from its southern termination at Spring Creek Parkway to the northern termination of Premier Drive at Ruisseau Drive in accordance with the Thoroughfare Plan; and

**WHEREAS**, City Planning staff has determined in order to prevent confusion as to the location of the street name change, and the possible adverse impact on emergency police and fire services, it is necessary to rename the portion of Chase Oaks Boulevard south of Spring Creek Parkway to Premier Drive; and

**WHEREAS**, this proposed street name change has been thoroughly reviewed by the Planning Department, the Engineering Department, the Fire Department, and the Public Safety Communications Department and they support the item; and

**WHEREAS**, the City Council, upon full consideration of the recommendation of city staff and all matters attendant and related thereto, is of the opinion and finds that the street name for Chase Oaks Boulevard, south of Spring Creek Parkway, should be changed to Premier Drive and that the official records of the city be changed to reflect this street name change.

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

**Section I.** The portion of the street within the city limits of the City of Plano, Collin County, Texas known as "Chase Oaks Boulevard", south of Spring Creek Parkway, is hereby changed to "Premier Drive."

**Section II.** The City Manager or his designee is hereby authorized and directed to cause the records of the City of Plano to be changed to reflect the action taken herein.

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

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

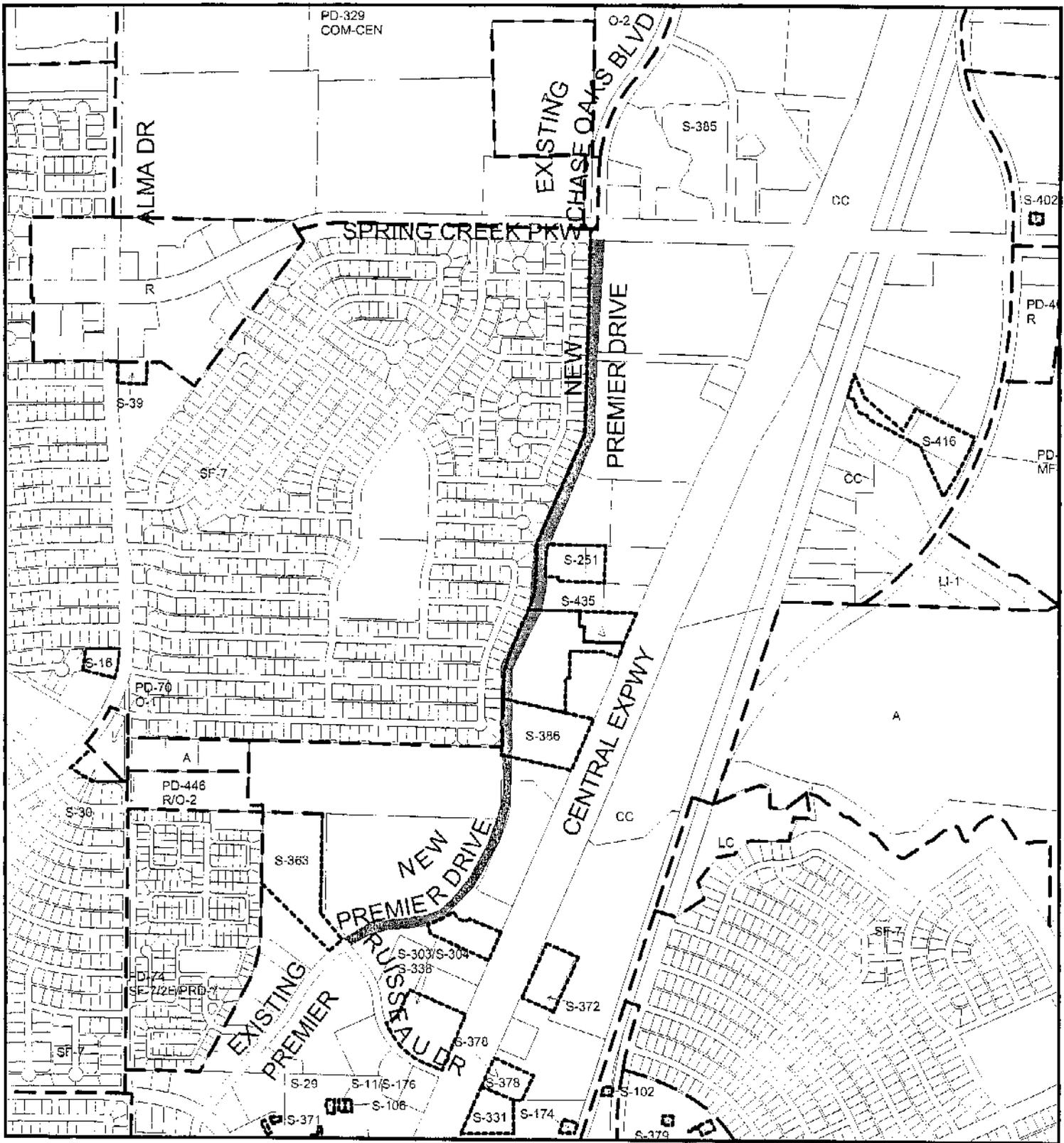
\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

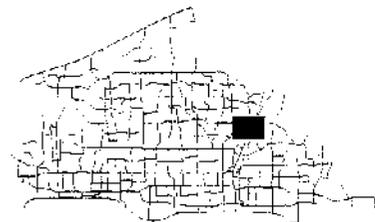
\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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



**ITEM**  
**SUBMITTED:** STREET NAME CHANGE



**TITLE:** RENAMING CHASE OAKS BLVD.  
 TO PREMIER DRIVE



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Information Services		<i>[Signature]</i>	Date	
Department Head	Chip Collins	Executive Director	<i>[Signature]</i>	11-9-02	
Dept Signature:		City Manager	<i>[Signature]</i>	11/4/02	
Agenda Coordinator (include phone #): <b>Kathy Kargol, ext 7342</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER QISV					
<b>CAPTION</b>					
Approval is requested to ratify an expenditure for consulting services from The Harding Group, Inc. in an amount of \$42,480 for the support of critical infrastructure projects and to provide network management services to the City during these projects; and authorizing the City Manager or his designee to execute all documents necessary to effectuate the purchase. (QISV#1752621952600)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	120,000	0	120,000
Encumbered/Expended Amount		0	-68,884	0	-68,884
This Item		0	-42,480	0	-42,480
BALANCE		0	8,636	0	8,636
FUND(S): <b>TECHNOLOGY FUND</b>					
COMMENTS: Funds are included in the 2002-03 Technology Fund budget for consulting services.					
STRATEGIC PLAN GOAL: This item relates to the City's Goal of Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Staff recommends Council ratify an expenditure of \$42,480 to The Harding Group, Inc. for professional consulting services crucial to the re-build of our City's IT Infrastructure. The Harding Group provided Novell support during the crucial projects, maintaining the existing network and many other projects related directly to the infrastructure project. The Harding Group, Inc. is listed as a State Purchasing and General Services Commission "Qualified Information Services Vendor"; therefore all State law competitive bid requirements have been met.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

# Interoffice Memo

**Date:** 8/13/2002  
**To:** Chip C. Collins, Director Information Services  
**Cc:**  
**From:** Chester M. Heit, Infrastructure Manager  
**RE:** Novell to Microsoft Migration Project

---

During our Novell to Microsoft Migration Project we had a number of vendors working on different portions of the project. The challenge we faced was to maintain the existing Novell network at the same time we were building a new network infrastructure with Microsoft products. Early in the project, we retained the services of the Harding Group, Inc. to assist in maintaining our Novell Network. Our original CRO to them was for a total of \$ 23,040.00. Also during this same time, the City's Novell support personnel was out on FMLA leave and we had to use the Harding Group, Inc. to aid in supporting the Novell network in their absence.

We issued a CRO to the Harding Group, Inc. for the Novell network support but failed to anticipate the FMLA leave and the amount of support needed to accomplish the Novell to Microsoft migration (We experienced many problems requiring additional Novell resources to answer our migration challenges and turned to the Harding Group, Inc. to supply these needs.) and exceeded our CRO. The additional \$ 19,440.00 needed to cover this additional work requires us to go to Council prior to issuing an additional CRO to cover the time worked.

The work required an existing knowledge of our network and the Novell operating environment. The Harding Group is considered one of the best Novell firms in the metroplex.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	11/04/02	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	11/04/02	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>			<b>Project No. 5034</b>		

**ACTION REQUESTED:**

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

### CAPTION

Approving and authorizing reimbursement to Kimsport Corp. for oversize participation for paving improvements associated with the construction of Mapleshade Lane, east of Coit in the amount of \$37,590.89.

### FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
<b>FISCAL YEAR: 2002-03</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,062,424	1,280,576	700,000	3,043,000
Encumbered/Expended Amount	-1,062,424	-23,369	0	-1,085,793
This Item	0	-37,591	0	-37,591
<b>BALANCE</b>	<b>0</b>	<b>1,219,616</b>	<b>700,000</b>	<b>1,919,616</b>

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

**COMMENTS:** Funds are included in the 2002-03 Street Improvement CIP. This item, in the amount of \$37,591 will leave a current year balance of \$1,219,616 for Oversize Reimbursement as indicated on the attached log.

**STRATEGIC PLAN GOAL:** Oversize participation relates to the City's Goal of Safe, Livable Neighborhoods.

### SUMMARY OF ITEM

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Kimsport Corp. is due for oversize paving improvements in the Mapleshade Lane extension east of Coit. The construction has been inspected and found to be in conformance with the executed Agreement.

Staff recommends the City Council authorize payment for the oversize participation which shall not exceed 30% of the construction cost, which is \$296,479.75.

<p>List of Supporting Documents:</p> <ul style="list-style-type: none"> <li>Memo dated 10/30/02 from Chief Engineer</li> <li>Letter dated 01/08/02 from City Engineer</li> <li>Letter dated 10/03/02 from City Engineer</li> <li>Exhibits A &amp; C</li> <li>Location Map</li> <li>Oversize payment log</li> </ul>	<p>Other Departments, Boards, Commissions or Agencies</p> <p>n/a</p>
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# MEMORANDUM

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October 30, 2002

To: Melody L. Morgan, CIP Budget Coordinator

From: Charles M. Davis, P.E., Chief Engineer/Development 

**SUBJECT: Mapleshade Extension east of Coit  
Project No. 5034**

We have now accepted the improvements in Coit Center Addition abutting the south side of Mapleshade Lane. In accordance with our Subdivision Improvement Agreement dated December 19, 2000, reimbursement for oversize paving is due to Kimsport Corp. Based on the contiguous development, reimbursement in the amount of \$37,590.89 is due at this time. Total City Participation in the project will be \$75,181.77.

Reimbursement due at this time:	\$37,590.89
Due with contiguous development:	\$37,590.88
<b>Total City Participation:</b>	<b>\$75,181.77</b>

/dd

Attachments

xc: Alan L. Upchurch, P.E., City Engineer  
Ricky Lindley, Map & Information Supervisor  
Charles Davis, P.E., Chief Engineer/Development

*l-2*



January 8, 2002

Coit 190 Limited Texas  
9441 LBJ, Suite 500  
Dallas, Texas 75243

**RE: Mapleshade Extension East of Coit  
Project No. 5034**

Gentlemen:

A final inspection of the water, sanitary sewer, paving and drainage improvements as shown on plans prepared by Jones & Boyd, Inc. has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

Maintenance Bonds have been received from C.W. Young Company and Austin Bridge & Road. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Sincerely,

Alan L. Upchurch, P.E.  
City Engineer

xc: Van Tran, Chief Plans Examiner  
Dale Pettit, Streets Supervisor  
Phillip McCluskey, Utility Operations  
Jim Fox, Park Services Manager  
Pat Barth, Mapping and Information Tech  
Warren Laney, Senior Construction Inspector  
Jones & Boyd, Inc.  
C.W. Young Company  
Austin Bridge & Road  
TXU Electric & Gas  
GTE  
Southwestern Bell

/jh

Alan Akers  
Mayor  
Mark Neudorff  
Mayor Pro tem  
Bill Dyer  
Deputy Mayor Pro tem  
Steph Stahel  
Place 1  
Dale Evans  
Place 2  
Catherine Stovall  
Place 5  
John R. Roach, Jr.  
Place 7  
Ron Lambert  
Place 8  
Thomas H. Muehlenbeck  
City Manager

l-3



October 3, 2002

H.E. Butt Company  
646 S. Main Avenue  
San Antonio, TX 78204

RE: **Coit Center Addition, Lot 1; Block B**  
**320 Coit Road, H-E-B Center Market, Project #5005**

Gentlemen:

A final inspection of the water, sanitary sewer, paving, and drainage improvements as shown on plans prepared by Jones & Boyd, has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

Maintenance Bonds have been received from Ft. Worth Excavation and Southern Mechanical. Therefore, the improvements noted above are accepted by the City of Plano subject to one-year maintenance requirements.

This department, subject to approval by the Building Inspection Department, releases a Certificate of Occupancy.

Sincerely,

Alan Upchurch,  
City Engineer

dw

cc: Keith Schmidt, Chief Plans Examiner  
Dale Pettit, Streets Supervisor  
Phillip McCluskey, Utility Operations  
Jim Fox, Park Services Manager  
Pat Barth, Mapping and Information Tech  
Warren Laney, Senior Construction Inspector  
Jones & Boyd  
Southern Mechanical  
Ratliff Masonry  
Ft. Worth Excavation  
TXU Electric & Gas  
Verizon  
Southwestern Bell

ALU3427

at Evans  
Mayor  
hill Dyer  
Mayor Pro tem  
Steve Stovall  
Deputy Mayor Pro tem  
Step Stahl  
Place 1  
Scott Johnson  
Place 2  
Dailly Magnuson  
Place 4  
Jim McGee  
Place 7  
Ken Lambert  
Place 8  
Thomas H. Muehlenbeck  
City Manager

l-4

P.O. Box 850358  
Plano, Texas 75086-0358  
972-941-7000  
www.planotx.org

**EXHIBIT A**  
**City Participation**  
**Mapleshade**  
**December 19, 2000**

		Quantity	Unit	Unit Cost	Total Cost
<b>Mapleshade</b>					
7" - 4200 PSI RC	1214 LF x 6.5' wide x 2 sides x 1 SY/9 SF	1,754	SY	\$22.80	\$39,991.20
6" Lime Base	1214 LF x 7.5' wide x 2 sides x 1 SY/9 SF	2,023	SY	\$1.50	\$3,034.50
Lime	2023 x 32/2000	32	TN	\$92.00	\$2,944.00
Grading	1214 x 7.5' x 2 sides x 13" x 1 ft/12" x 1 CY/27 CF	731	CY	\$5.40	\$3,947.40
Conduit	3 curb opening 90' each	270	LF	\$8.00	\$2,160.00
Pull Box	2 per curb spacing, 3 ea.	6	EA	\$100.00	\$600.00
<b>Total Mapleshade</b>					<b>\$52,677.10</b>

		Quantity	Unit	Unit Cost	Total Cost
<b>Coit Road Left-Turn Lane</b>					
10" 5000 psi RC		153	SY	\$50.70	\$7,757.10
6" Lime Base		153	SY	\$1.50	\$229.50
Lime	153 x 32/2000	2.5	TN	\$92.00	\$230.00
Sawcut		200	LF	\$11.60	\$2,320.00
Conduit Relocation		200	LF	\$8.00	\$1,600.00
Brick Pavers		750	SF	\$8.15	\$6,112.50
<b>Total Coit Road Left-Turn Lane</b>					<b>\$18,249.10</b>

<b>Total Mapleshade</b>	<b>\$52,677.10</b>
<b>Total Coit Road Left-Turn Lane</b>	<b>\$18,249.10</b>
<b>SUBTOTAL MAPLESHADE AND COIT ROAD LEFT-TURN LANE</b>	<b>\$70,926.20</b>
<b>6% Engineering</b>	<b>\$4,255.57</b>
<b>TOTAL CITY PARTICIPATION</b>	<b>\$75,181.77</b>

NOTE: City Participation will be due upon development of contiguous property, subject to the availability of funding.

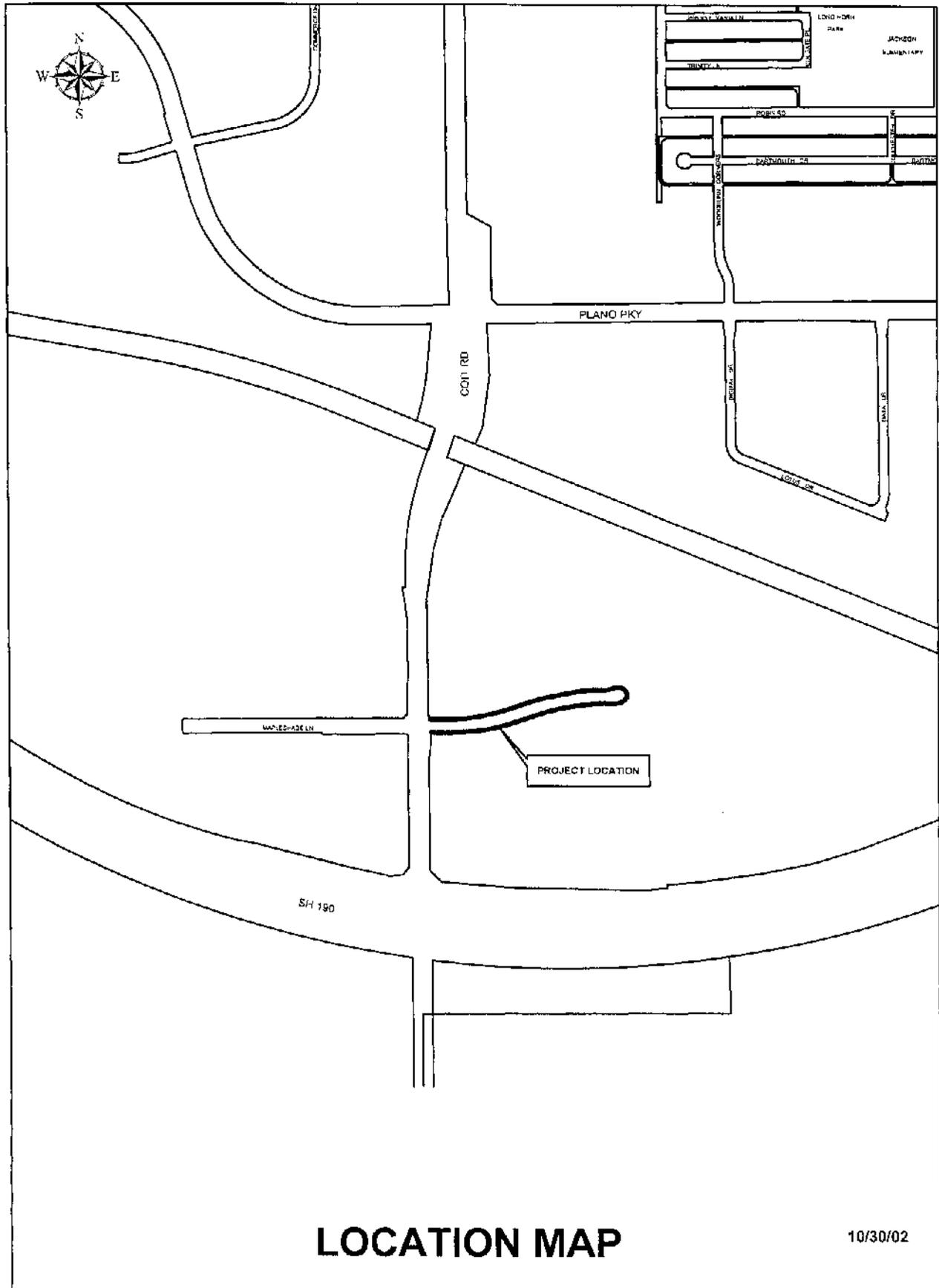
1-5

**EXHIBIT C**  
**Total Public Works**  
**Mapleshade**  
**December 19, 2000**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	8,655	CY	Construct 7" thick 4200 psi compressive strength RCP with integral curb and gutter, complete in place for twenty-two dollars and eighty cents per CY	\$22.80	\$197,334.00
2.	335	SY	Construct 10" thick 5000 psi compressive strength RCP for left turn lane and deceleration lane, complete in place for fifty dollars and seventy cents per SY	\$50.70	\$16,984.50
3.	565	SY	Construct 2" thick H.M.A.C. paving for temporary turn-around, complete in place for six dollars and thirty cents per SY	\$6.30	\$3,559.50
4.	565	SY	Construct 5" thick H.M.A.C. paving for temporary turn-around, complete in place for fourteen dollars and seventy cents per SY	\$14.70	\$8,305.50
5.	10,265	SY	6" deep 7.5% lime stabilized subgrade, complete in place for one dollar and fifty cents per SY	\$1.50	\$15,397.50
6.	180	TN	Hydrated lime material, complete in place for ninety-two dollars and zero cents per TN	\$92.00	\$16,560.00
7.	550	LF	Construct longitudinal butt joint, complete in place for five dollars and ninety cents per LF	\$5.90	\$3,245.00
8.	185	LF	Construct reinforced concrete street header, complete in place for five dollars and fifteen cents per LF	\$5.15	\$952.75
9.	185	LF	Provide and install temporary barricade, complete in place for twenty-one dollars and zero cents per Lf	\$21.00	\$3,885.00
10.	1,200	SF	Provide and install median interlocking concrete pavers on 6" 3,000 psi reinforced concrete bars, complete in place for eight dollars and fifteen cents per SF	\$8.15	\$9,780.00
11.	335	LF	Sawcut, remove, and dispose of existing concrete paving, complete for eleven dollars and sixty cents per SY	\$11.60	\$3,886.00
12.	1	EA	Provide and install street sign with name plates. Complete in place for three hundred fifteen and zero cents per EA	\$315.00	\$315.00
13.	1	EA	Relocate existing street (Coit Road) light, complete in place for three thousand six hundred seventy-five dollars and zero cents per EA	\$3,675.00	\$3,675.00
14.	2	EA	Remove, dispose, and reconstruct 6' CJ & install 27" x 30" connector pipe on Coit Road, complete in place for six thousand three hundred dollars and zero cents per EA	\$6,300.00	\$12,600.00
<b>TOTAL EXHIBIT C</b>					<b>\$296,479.75</b>

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# MAPLESHADE LANE EXTENSION EAST OF COIT ROAD PROJECT NO. 5034



LOCATION MAP

10/30/02

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**STREET IMPROVEMENT OVERSIZE PAYMENTS  
2002-03**

<b>Budgeted Amount for 2002-03</b>	<b>\$600,000</b>
<b>2001-02 Remaining Balance</b>	<b>\$680,576</b>
<b>Total Available</b>	<b>\$1,280,576</b>

<u><b>Project</b></u>	<u><b>Developer</b></u>	<u><b>Amount</b></u>	<u><b>Date Approved</b></u>
Hedgcoxe Road	EDS	23,369	10-17-02
Mapleshade Lane	Kimspport Corp.	37,591	11-11-02 Agenda
<b>Total Spent To Date</b>		<b>\$60,960</b>	
<b>Balance Remaining in Oversize Account</b>		<b>\$1,219,616</b>	

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>zg</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	11/05/02	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/05/02	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>		<b>(Project No. 5280)</b>			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Approval and authorization for the selection of Winkelmann & Associates, Inc. to provide Professional Engineering Services for an amount not to exceed \$204,745 in connection with the design of Plano Parkway Extension (Los Rios Boulevard to 14 <sup>th</sup> Street) and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2002-03	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	585,000	3,000,000	3,585,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-204,745	0	-204,745
BALANCE		0	380,255	3,000,000	3,380,255
FUND(S): <b>STREET IMPROVEMENT, WATER CIP</b>					
COMMENTS: Funds are available in the 2002-03 Street Improvement and Water CIP. This item, in the amount of \$204,745 will leave a current year balance of \$380,255 for the Plano Parkway-Los Rios to 14 <sup>th</sup> Street and the landscaping street enhancements projects. STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe and Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
This agreement with Winkelmann & Associates, Inc. is for the preparation of plans and specifications for construction of approximately 4,000 linear feet of six-lane median divided roadway from Los Rios Boulevard to 14 <sup>th</sup> Street (FM 544). Work shall also include two entry feature designs, extension of the existing 12" waterline to the existing main at 14 <sup>th</sup> Street, and median landscaping. The contract fee is for \$204,745 and is detailed as follows:					
\$113,420	Engineering				
\$46,880	Surveying				
\$6,940	Geotechnical				
\$24,545	Entry Features				
<u>\$12,960</u>	Construction Admin. & Bidding				
\$204,745	Total				
Staff feels the fee is reasonable for this project estimated to cost \$2,190,000.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Engineering Services Agreement		N/A			
Location Map					

**PLANO PARKWAY EXTENSION (LOS RIOS BOULEVARD TO 14<sup>TH</sup> STREET)**

**PROJECT NO. 5280**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **WINKELMANN & ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PLANO PARKWAY EXTENSION (LOS RIOS BOULEVARD TO 14<sup>TH</sup> STREET)** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Engineer**

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

**II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

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### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

### **VI. Insurance**

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

### **VII. Indemnity**

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City,

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

### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **X. Audits and Records/Prohibited Interest**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

### **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

#### **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

#### **XV. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358

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

Don Warnke, Project Manager  
Winkelmann & Associates, Inc.  
6750 Hillcrest Plaza Drive #100  
Dallas TX 75230

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

#### **XVI. Miscellaneous**

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

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

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

**SIGNED** on the date indicated below.

**WINKELMANN & ASSOCIATES, INC.**  
A Texas Corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
William J. Winkelmann, P.E., R.P.L.S.  
President

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **WILLIAM J. WINKELMANN, P.E., R.P.L.S.**, of **WINKELMANN & ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

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

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**EXHIBIT A  
SCOPE OF SERVICES**

**PLANO PARKWAY EXTENSION  
(LOS RIOS BLVD. TO 14<sup>TH</sup> STREET)  
PROJECT NUMBER 5280**

CIP NUMBER(S) 33-31342 (Paving), 33-37831 (Parks) and 36-68951 (Water)

**PROJECT DESCRIPTION:**

Provide design survey, preliminary engineering, right-of-way document preparation and final engineering for the preparation of construction plans for ± 4,000 L.F. of six-lane median divided Plano Parkway from Los Rios Boulevard to 14<sup>th</sup> Street (FM 544). Work shall also include two entry feature designs, waterline design for the extension of fire hydrant leads, new fire hydrants along the new roadway and the extension of the existing 12" waterline to the existing main at 14<sup>th</sup> Street.

**BASIC SERVICES:**

**A. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Review preliminary roadway alignment and vertical profile prepared by Lawrence A. Cates & Associates (March 1990) for compliance with current City of Plano thoroughfare and design standards. Final plans shall be adjusted to comply with current standards.
4. Coordinate with appropriate railroad staff on proposed project construction and other issues that may have an impact on the roadway/railroad intersection and signalization.

**B. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.
  - Typical sections and detail sheets.
  - Paving plan & profile sheets for street improvements. Also show waterline improvements for new fire hydrant locations. Scale 1"= 20'.
  - Drainage area maps for street improvements. Scale 1"= 100'.
  - Storm drain improvement plan & profile sheets. Scale 1"= 20'.

- SWPPP sheets meeting EPA or Texas Commission on Environmental Quality (TCEQ) as appropriate and City of Plano requirements. Scale 1"= 40'.
- Waterline plan & profile sheet(s) for the 12" waterline extension. Scale 1" = 20'
- Landscape and irrigation plan sheets. Scale 1"= 20'. Provide tree layout and species selection for preliminary plan review. Irrigation system design will be accomplished when planting plan is approved.
- Construction phasing plan(s) for connection to 14<sup>th</sup> Street.
- Final buttoning and signage plan sheets. Scale 1"= 40'. Street signage will be designed as a part of this project, but shown on the construction plans as "by others".
- Roadway cross sections

Information can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities. Submit copies of correspondence to the City for its records.
3. Traffic signalization on roadway is not a part of this contract.
4. Prepare list of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit four sets of preliminary plans, a list of special technical specifications and a preliminary statement of probable construction cost to the City for review.
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities. Submit copies of correspondence to the City for its records.

### C. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Provide irrigation system design according to City design standards and details.
4. Show location of street light bases, pull boxes and conduit on paving plans based on City design. Actual street lights design / installation is not a part of this contract.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.

8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit four sets of pre-final plans, one copy of special technical specifications, one copy of draft bid schedule and one copy of the final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. Submit copies of correspondence to the City for its records.

**D. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

**E. Construction Administration –**

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.
3. Provide written responses to requests for information or clarifications on plans and specifications.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum

resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## **SPECIAL SERVICES:**

### **F. Survey –**

#### **F.1 Design Survey**

- a. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
- b. Establish horizontal and vertical project control monumentation.
- c. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements, railroad facilities and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Elec., Verizon Telephone, TXU Gas, AT&T Broadband, Etc.).
- d. Vertical topographic information tying pavement, drives, walls, railroad rails, railroad facilities, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
- e. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline.
- f. When underground utilities are exposed, tie to project control baseline.
- g. Identify the street address of all adjacent addressed properties to the proposed construction and show on drawings.

#### **F.2 Right-of-way and Easement –**

- a. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
- b. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
- c. Prepare a right-of-way strip map for the project at a scale of 1" = 100'. The map shall show the proposed roadway alignment, the proposed right-of-way, the proposed right-of-way parcels to be acquired, the property owner's name and property recording information (deed book and page or plat) for each parcel needed. Other information to be shown includes tax map information, survey abstract information, City limits, County lines and street address of each parcel.
- d. Prepare a metes and bound description of a 8 ½" x 11" exhibit for the railroad crossing permit application (s). Deliver three (3) approved, signed and sealed originals to the City. Approved field note descriptions to be submitted to the City at preliminary plan submittal.

- e. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City. Approved field note descriptions to be submitted to the City at preliminary plan submittal.
- f. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction and grading easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
- g. Set new iron pins at all new corners, PC's and PT's of new right-of-way

### **F.3 Construction Control Survey –**

1. Set horizontal and vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.

### **G. Geotechnical Report –**

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the preliminary design plans.
2. The geotechnical report shall include, but not be limited to the following:
  - A subsurface investigation consisting of soil and rock borings drilled to depth of 10 feet (3 borings) to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings. Two borings shall be done on the Tri Cities Police Academy site to a depth of 20 feet.
  - Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials.
  - Soil classification based on laboratory tests, estimation of subgrade support characteristics and recommended subgrade stabilization using lime for a rigid pavement.
  - Recommended retaining wall design parameters for soils and conditions located between the Tri Cities Academy building and the proposed roadway.
3. Show geotechnical boring locations on the plan view of the construction drawings and cross-reference to the geotechnical report. Soil horizon and vertical bore information shall be shown on the vertical profile view of the construction plans.

### **H. Entry Feature Improvements –**

1. Description - Provide Schematic Design, Preliminary Design, Final Design, Construction Documents, Bidding assistance and Record Drawings for two entry feature improvements. The first being a City of Plano Entry Feature located in the proposed median island at the intersection of Plano Parkway and 14<sup>th</sup> Street (FM544). The second is a Research Technology

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District Entry Feature to be located in the proposed median of Plano Parkway south of the DART railway crossing. The primary consultant will provide existing topographic survey and proposed grading for the plan preparation..

2. Schematic Design –

- Meet with City of Plano project manager and Park Planning staff to obtain design criteria, discuss feature concepts and coordinate the project schedule.
- Provide overall exterior entry feature concepts at a scale such as .1" = 10' 0". The Landscape Architect will show:

City of Plano Entry Feature

- Hardscape improvements to include city identification sign, and lighting
- Softscape to include locations for trees, shrubs, special groundcover, and seasonal color as applicable
- Landscape irrigation system (limits only for Schematic Design)

Technology District Entry Feature

- Median monuments and flagpoles to be substantially similar to Research Technology Crossroads Median Monuments including stone, metal, flagpoles, irrigation, and landscaping as applicable.
- Prepare a colored rendering (plan view) of each of the designs for presentation to City staff during work sessions
- Prepare a preliminary cost estimate for each of the entry features.
- Submit entry feature concepts, renderings and preliminary cost estimates to the City for review.
- Meet with City of Plano staff to discuss City comments on entry feature concepts, renderings and preliminary cost estimates.

3. Preliminary Design

- Based on the approved Schematic Design completed previously and City staff comments, the Landscape Architect shall provide preliminary design documents consisting of drawings, details, and other documents to fix and describe the size and character of the project as to the elements for each entry feature described above.
- Drawings shall be coordinated to be incorporated into the design engineer's construction document set.
- Prepare an estimate of construction quantities and update the preliminary statement of probable construction cost

- Submit four sets of preliminary plans, a list of any anticipated special technical specifications and a preliminary statement of probable construction cost to the City for review.
  - Meet with City of Plano staff to discuss City comments on preliminary plans, the list of specifications and cost estimates
4. Final Design
- Revise preliminary plans incorporating comments from the City of Plano.
  - Finalize construction plans for proposed improvements.
  - Finalize special technical specifications and special conditions (if any).
  - Take off final construction quantities and prepare final construction cost estimates. Coordinate bid items with primary consultant for preparation of bid schedule.
  - Submit four sets of pre-final plans, one copy of special technical specifications and one copy of the final statement of probable construction cost to the primary consultant for coordinating the submittal to the City for review.
  - Incorporate City final comments into the plans and bid documents.
  - Furnish final construction plan documents to the primary consultant for printing and distribution as required for the project.
5. Bidding and Construction Administration
- Prepare and distribute addenda to entry feature bid documents as necessary.
  - Assist City staff in a pre-construction conference.
  - Provide written responses to requests for information or clarifications on entry feature plans and specifications.
  - Provide up to three site inspections when authorized by the City to inspect or approve materials, workmanship or the final product. Provide a written report detailing each visit and decisions or approvals made.
  - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Coordinate with the primary consultant to provide the final record drawing package to the City.

## I. Railroad Construction

1. Coordinate with the appropriate railroad company for the construction of the necessary railroad crossing and signalization. Actual design and construction by DART / railroad companies and is not a part of this contract.

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**EXHIBIT "B"  
SCHEDULE OF WORK**

Activity	Duration (Working Days)*	Anticipated Completion Date
Notice to Proceed	0	
Design Surveys	20	
Preliminary Design	90	
City First Review	15	
Final Design & Prepare Bid Documents & Technical Space	45	
City Second Review	15	
Revise Final Plans & Specification	10	
Receive Completed Plans & Bid Documents	0	
Assemble Bid Documents	10	
Advertise for Bids	12	
Receive Bids	0	
Recommendation	4	
Prepare Council Agenda	20	
Council Award	0	
Prepare Contract	30	
Schedule Preconstruction	7	
Notice to Proceed	10	
Construction	150	

\* A working day is defined as Monday Through Friday excluding City holidays.

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## EXHIBIT "C"

### COMPENSATION AND METHOD OF PAYMENT

**BASIC SERVICES:**

ITEM	TASK	FEE			TOTALS
		PAVING (CIP#33-31342)	PARKS (CIP#33-37831)	WATER (CIP#36-68951)	
A	Research	\$1,600.00	\$-	\$150.00	\$1,750.00
B	Preliminary Engineering Design	\$52,750.00	\$-	\$4,500.00	\$57,250.00
C	Final Engineering Design	\$38,000.00	\$-	\$3,000.00	\$41,000.00
D	Bid Phase	\$3,650.00	\$-	\$350.00	\$4,000.00
E	Construction Phase	\$7,300.00	\$-	\$700.00	\$8,000.00
	<b>Sub-total Basic Services</b>	<b>\$103,300.00</b>	<b>\$-</b>	<b>\$8,700.00</b>	<b>\$112,000.00</b>

**SPECIAL SERVICES:**

F	Surveys				
	Design Surveys	\$23,500.00	\$-	\$2,200.00	\$25,700.00
	Right of Way Parcels (5 - \$2,000 Ea.)	\$10,000.00	\$-	\$-	\$10,000.00
	Easements (4 - \$1,500 Ea.)	\$6,000.00	\$-	\$-	\$6,000.00
	Construction Control	\$1,700.00	\$-	\$-	\$1,700.00
G	Geotechnical	\$6,425.00	\$-	\$-	\$6,425.00
H	Entry Features (2)	\$-	\$22,720.00	\$-	\$22,720.00
I	Railroad Crossing Coordination	\$5,000.00	\$-	\$-	\$5,000.00
	<b>Sub-total Special Services</b>	<b>\$52,625.00</b>	<b>\$22,720.00</b>	<b>\$2,200.00</b>	<b>\$77,545.00</b>

**REIMBURSABLE EXPENSES**

Budgeted 8% Fee	\$12,500.00	\$1,800.00	\$900.00	\$15,200.00
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<b>TOTALS</b>	<b>\$168,425.00</b>	<b>\$24,520.00</b>	<b>\$11,800.00</b>	<b>\$204,745.00</b>
---------------	---------------------	--------------------	--------------------	---------------------

*M-18*

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

**1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
- 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:
- The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
- v. Personal Injury Liability including coverage for offenses related to employment;
- vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

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2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim and aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Engineering Firm

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

Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

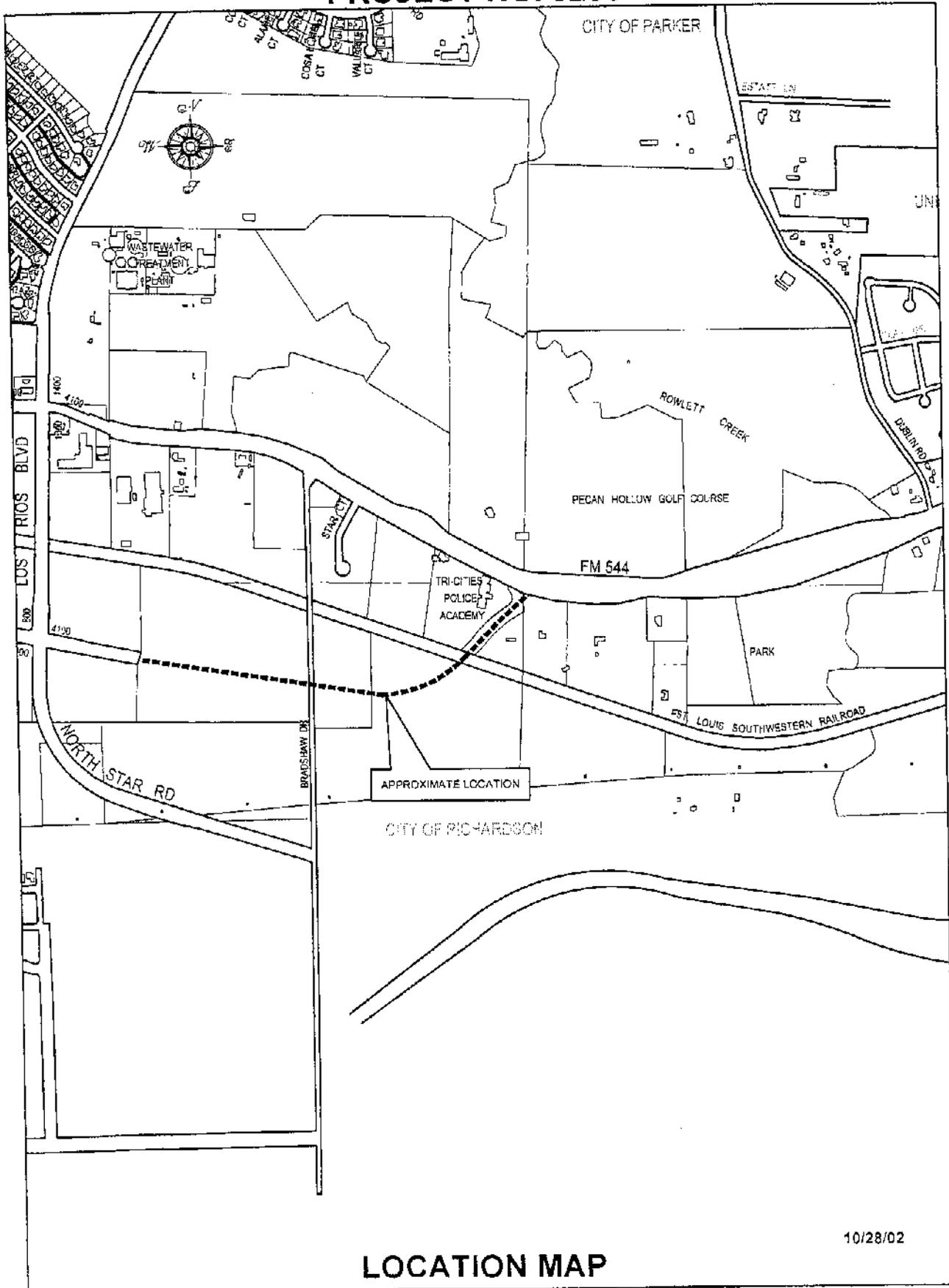
\_\_\_\_\_  
Date

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

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

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

# PLANO PARKWAY EXTENSION LOS RIOS BOULEVARD TO 14TH STREET PROJECT NO. 5280



10/28/02

LOCATION MAP

7M-25



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>11/11/02</b>		Reviewed by Legal <i>AT</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	<i>11/5/02</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>11/6/02</i>
Agenda Coordinator (include phone #): <b>Lanae Jobe x7165</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
<b>CAPTION</b>				
PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE DOUGLASS COMMUNITY PLAN AS PROPOSED BY THE DOUGLASS COMMUNITY PLANNING TEAM, AND APPROVING ITS USE BY THE APPROPRIATE PERSONNEL AND DEPARTMENTS OF THE CITY OF PLANO FOR THE PURPOSE OF GUIDING FUTURE DEVELOPMENT AND PROVISION OF CITY SERVICES WITHIN THE DOUGLASS COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				
FUND(S): <b>GENERAL FUND</b>				
COMMENTS: STRATEGIC PLAN GOAL: Safe and livable neighborhoods.				
<b>SUMMARY OF ITEM</b>				
This item is a Neighborhood Action Plan for the Douglass Community. The Plan lists five primary goals for the community. Once the Action Plan is approved, implementation of the five action items can commence.				
List of Supporting Documents: P&Z Follow Up Memo Resolution Neighborhood Action Plan		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission approved 7-0		

October 22, 2002

**TO:** Honorable Mayor & City Council  
**FROM:** Lee Dunlap, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2002

At its meeting of October 21, the Planning & Zoning Commission took action on the following:

**Public Hearing: Consideration of Douglass Community Neighborhood Action Plan**

**Applicant:** City of Plano

**DESCRIPTION:**

Consideration of the Douglass Community Neighborhood Action Plan, for the general area bounded by F Avenue on the west, 14th Street on the north, DART Pacific rail line on the east, and Southwestern Avenue on the south.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as submitted.

LS/rh

**FOR CITY COUNCIL MEETING OF:** November 11, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE DOUGLASS COMMUNITY PLAN AS PROPOSED BY THE DOUGLASS COMMUNITY PLANNING TEAM, AND APPROVING ITS USE BY THE APPROPRIATE PERSONNEL AND DEPARTMENTS OF THE CITY OF PLANO FOR THE PURPOSE OF GUIDING FUTURE DEVELOPMENT AND PROVISION OF CITY SERVICES WITHIN THE DOUGLASS COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has come to recognize a need for individualized attention in Plano's more established neighborhoods in order to avoid the deterioration of property values and quality of life that many other urban areas now face; and,

**WHEREAS**, neighborhood planning is an opportunity for citizens to shape the type of neighborhood they would like to live in and their overall quality of life by proactively addressing issues identified in the neighborhood planning process before they become problems, thus avoiding the social and economic impacts of "rebuilding" a neighborhood; and,

**WHEREAS**, the City of Plano Neighborhood Planning Program is designed to provide a strategy of cooperative problem solving and mutual responsibility by empowering citizens to initiate change and progress by participating directly in the establishment of long term priorities for their neighborhood; and

**WHEREAS**, the Neighborhood Planning Program fosters an environment of cooperative problem solving and mutual responsibility while educating both City government and neighborhood residents about each others' concerns and visions for the future; and,

**WHEREAS**, representatives of the Douglass Community have donated countless volunteer hours to develop a neighborhood plan that serves as a guide for future development and policy and serves to improve the City's coordination of services to the neighborhood by bringing attention, focus and problem-solving resources to that area; and,

**WHEREAS**, a secondary result of the neighborhood planning process is the strong sense of community that exists after members of the Neighborhood Planning Team have worked together to prepare the plan, leading to increased pride in the neighborhood, cooperation between neighbors, reduction in neighbor disputes, and a feeling of empowerment for neighborhood residents; and,

**WHEREAS**, the Planning & Commission voted to recommend approval of the Douglass Community Plan, which is attached hereto as Exhibit "A" and, upon full review and consideration of the Plan, and all matters attendant and related thereto, the City Council is of the opinion that the Plan should be approved;

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

**Section I.** The Douglass Community Plan, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby in all things approved.

**Section II.** Further, the City Council recommends the Douglass Community Neighborhood Team immediately begin the development of partnerships with those organizations and City departments identified in the Plan which need to be responsible for the adopted strategies and actions.

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

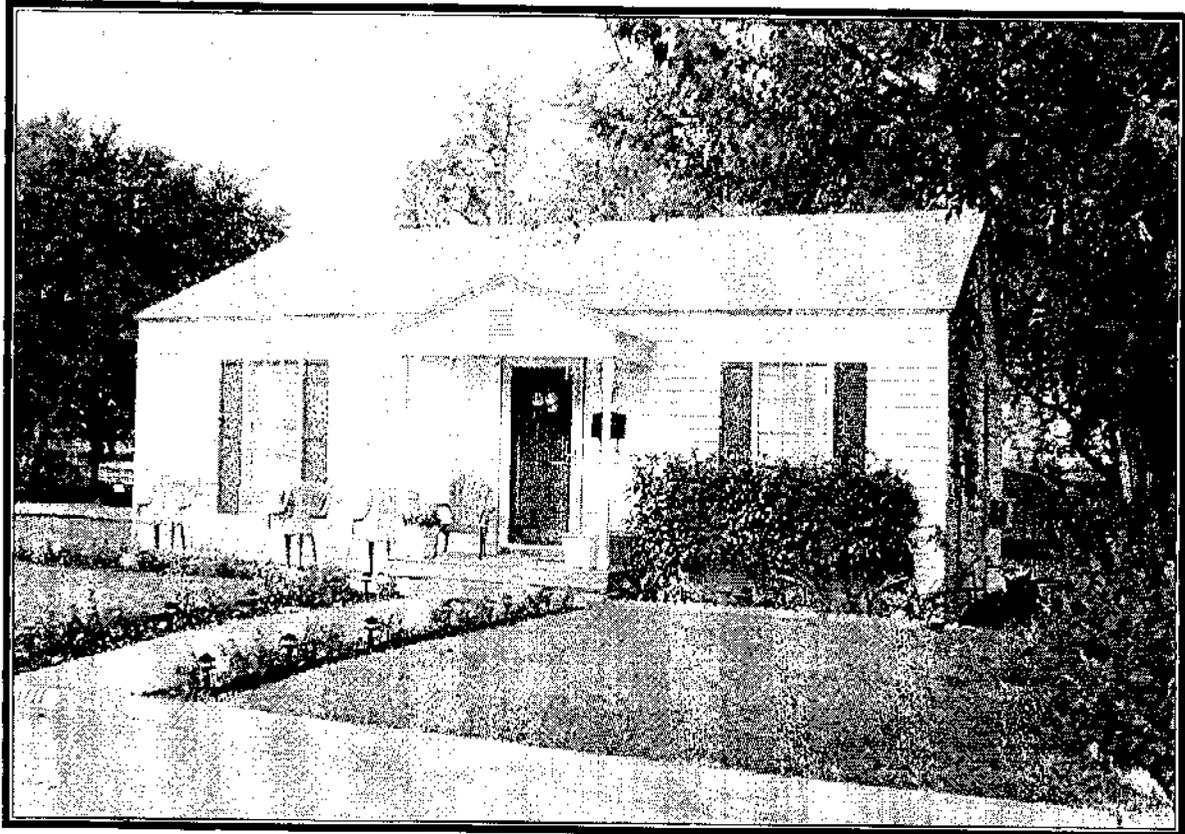
\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

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# DOUGLASS COMMUNITY NEIGHBORHOOD ACTION PLAN



*Proudly presented by the residents of the Douglass Community*

**OCTOBER, 2002**

## **DOUGLASS COMMUNITY NEIGHBORHOOD PLANNING TEAM**

Ben Thomas  
Arthur & Norma Williams  
Betty Henderson  
Andre & Carmelia Shaw  
Dollic Thomas  
Areail Thomas  
Harold & Bunnya Morbley  
Tony Shannon  
James A. Shannon  
Yvonne Hairston  
Irene Davidson  
Arthur Young  
Henrietta Levier  
Willie G. & Hazel Holmes  
Gloria Bolden  
Dorothea Pearson  
Mae Lois Ricks  
Frances Thomas  
Mattie Brooks  
Cynthia Mathews  
Reggie Jackson  
James Thomas  
Paul E. Smith  
Jessica Turner  
Alex Williams  
Hazel Holmes  
Jackie Williams  
Billy Stimson  
Malisic Drake  
Clarese James  
Beverly Tillman  
Grady Dunbar  
Ken Mason  
Eleanor Evans  
Nan E Guthrie

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Z:ORD/DOUGLASS (LS)

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## EXECUTIVE SUMMARY

The Douglass Community, one of Plano's oldest neighborhoods, is characterized by strong family connections and a rich African American culture. The residents of the Douglass Community have described their neighborhood as:

*"A community where neighbors sit on their front porches and wave to their friends, exchange news and lend a helping hand when needed."*

Since November, 2001 Neighborhood Planners have been working with the residents of the Douglass Community to ascertain how the City can best meet the needs of the neighborhood.

Through the use of traditional methods, such as surveys and neighborhood meetings, and non-traditional methods, such as in-home visits, information has been gathered on the residents' hopes and concerns for their community. The following table outlines the residents' major concerns:

CONCERN	SOLUTION
Transportation & Circulation	Improve neighborhood circulation with sidewalk construction as needed
Alleys	Resolve alley issues by abandoning the right of way
Speeding	Increased police surveillance, safe streets program
Parks & Recreation	Find location and design a new park
Neighborhood Policing	Increase police presence in neighborhood

The result of the planning process of the past eight months is the Neighborhood Action Plan. The goals of the Neighborhood Action Plan are to guide future development while addressing neighborhood concerns; to protect the existing neighborhood residents and businesses; and to provide opportunities to improve the quality of life for everyone in the neighborhood.

The neighborhood revitalization effort is focused on the following goals:

1. Create and preserve physical features that reinforce the neighborhood's cultural identity and history.
2. Improve traffic and pedestrian/bicycle safety on neighborhood streets.
3. Address issues of alley abandonment.
4. Reduce speeding in neighborhood.
5. Design new park for outdoor activities, such as picnics and small-scale sports.
6. Reduce crime and violence in neighborhood by increasing programs such as crime watch, neighborhood watch and youth involvement programs.

### Plan Outline

1. Executive Summary
2. History & Background
3. Action Plan Overview
4. Budget and Funding

### Demographics

#### Housing

Housing Units	154
Occupied	143 (92%)
Vacant	11 (7%)
Owner Occupied	69 (48%)
Renter Occupied	74 (52%)

#### Ethnicity

African-American	304 (72%)
Hispanic	87 (20%)
White	29 (8%)

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## INTRODUCTION

### HISTORY & BACKGROUND OF THE DOUGLASS COMMUNITY

In 1847, Joseph Klepper and his family settled in Peters Colony (now Plano) and established a 640± acre head right that included what is now known as the Douglass Community. In 1874 the Kleppers deeded the land in the 1100 block of H Avenue (at that time known as Harrel Avenue) to the Methodist Church. They also sold the adjacent land for cemetery plots. The church moved from the area in 1894, but the cemetery continued to be used and is now known as the Old City Cemetery. After the Methodist Church moved, the area began to transform from an Anglo to a primarily African-American community.

In 1884, the Shiloh Baptist Church was founded on the east side of I Avenue, south of 14th Street and construction was completed in 1908. The church was rebuilt to accommodate increasing attendance in 1918 and again in March, 1964 on its original site at 1310 I Avenue. In March 2001, a new Shiloh Baptist Church was built at 903 14th Street, across from the original site. Church members attended the first service in the new church on June 3, 2001.

A project which has generated considerable interest in the Douglass Community today, but has its roots in the past, is the historic Thornton house. According to oral and written record, the Thornton House was built in the Douglass Community around 1900 on land originally owned by Emily Elizabeth Aston, a white Virginia land owner. John Thornton, a sharecropper and Douglass land owner, bought the homestead in 1909, and the house stayed in the family for roughly 80 years before being sold in the 1980s as part of an estate dispute, according to county records and area historians. The historic Thornton House, saved by preservationists, will be relocated off the 12th street circle near the DART wall and is slated to be an African-American museum and cultural center.

The 1890 Sanborn Fire Insurance map identified five structures in Douglass as being "Negro tenants". In 1896, a segregated school for African Americans was located at 1111 H Avenue. In the 1950's both the Douglass Elementary School and the Plano Colored School (high school) were constructed. In 1962 the school was renamed the Douglass High School after the famous 19th Century abolitionist, Frederick Douglass.

In 1965 high school students left the Douglass campus and moved to Cox High School. The Douglass Elementary remained until 1968 when the schools were desegregated. Since that time the neighborhood has been known as the Douglass Community, even though residents still refer to it as "across the tracks". This appellation came about as a result of the geographic location of the community. The Douglass Community is bounded by 14th Street on the north, the Southern Pacific Railroad on the east, the St. Louis Southwestern Railroad on the south and the lots on the west side of F Avenue on the west. The area is zoned residential, but is surrounded by commercial land uses.

While there have been businesses in the area, the Douglass Community has remained predominantly residential in character. Historically, a variety of businesses operated in the Douglass Community from the 1920's to the 1950's, including several restaurants, a candy shop, a barber shop, a beauty parlor, a gas station, some night clubs and gambling houses. Today only a furniture refinishing business remains in operation.

## **NEIGHBORHOOD PLANNING**

### **METHODOLOGY & PROCESS**

A Neighborhood Action Plan is a set of recommendations, based on specific data collection, for improving a given area of a city. Neighborhood planning gives citizens an opportunity to shape the type of neighborhood they would like to live in and to improve their overall quality of life. The ultimate goal is to promote mutual responsibility and joint problem solving.

Neighborhood planning can improve the City's coordination of services to a neighborhood by focusing attention and problem-solving resources. Another result of the neighborhood planning process is the strong sense of community which develops after members of the team have worked closely together to prepare the Neighborhood Action Plan. This stronger sense of community leads to increased pride in the neighborhood, cooperation between neighbors, reduction in neighbor disputes, and a feeling of empowerment for neighborhood residents.

The neighborhood planners worked with Douglass residents to develop an inventory of community assets and needs through the administration of a neighborhood survey and door to door visits. Results of the survey, coupled with results of an exercise identifying neighborhood strengths, weaknesses, opportunities and threats (SWOT), provided an inventory of needs and concerns in the neighborhood. This inventory is being used as a basis for long term neighborhood goals. The goals have been prioritized according to urgency of need in the Douglass Community.

As goals were identified, the appropriate city department was contacted and given an opportunity to comment on the cost and feasibility of each item. Several issues of concern to the Douglass residents have

already been resolved and are listed throughout this plan.

The Douglass Community Neighborhood Action Plan will be approved by the Planning and Zoning Commission and City Council. Although not all recommendations adopted as part of the Plan may be feasible, all will be given serious consideration and every effort will be made to implement them.

### **IMPLEMENTATION**

Responsibility for implementation of the Neighborhood Action Plan will ultimately rest with the Neighborhood Planning Team working with the appropriate City Departments. The Neighborhood Planning Team will report back to the City Council on the progress of the Plan Implementation.

At the present time, several goals have already been implemented. These include: the maintenance of the Davis Cemetery, which the City took over in May, 2002, and the removal of dead trees which posed a safety hazard in the neighborhood.

### **ACTION PLAN OVERVIEW**

Preservation of the Douglass Community as a residential area will depend on successfully addressing several major issues. It can be preserved and revitalized through a Neighborhood Action Plan which will consist of the following components:

1. Transportation/circulation (includes streets and sidewalks)
2. Alleys (the possibility of paving them or having the City abandon them and returning the land to the residents)
3. Speeding in several locations, most conspicuously on F avenue between 12th and 13th Streets
4. A small Park (non-sports area for mothers to relax and children to play)
5. Increased Police presence in neighborhood

These components are based on survey results obtained from the Douglass Community residents in June 2002.

**LAND USE**

The Douglass Community is surrounded by non-residential development on all sides. In order to promote this area as a residential neighborhood, the land uses along its periphery should be compatible with existing residential uses while providing a buffer from commercial development and traffic.

The new development in Downtown Plano has been an asset to the community, according to Douglass residents. They have indicated both in meetings and in the survey that they would like to see more business in the surrounding areas. Forty percent of residents would like to see new businesses in the neighborhood. These businesses would include a small grocery store, a beauty parlor or barber shop.

Immediately adjacent to the Douglass Community on the southeast is the old Capital Wire and Cable site. This 778,000+ square foot site will impact the Douglass Community in a number of ways. Careful consideration should be given to potential redevelopment of this property.

The Douglass Community has always been maintained as a residential area. When the official zoning map was adopted in 1956, the property was zoned General Residential, as it is today. The residents of the area have always considered this area as residential, and have tried to protect it from commercial encroachments.

The City Council has upheld the residents' desire to remain a residential community. In every instance, the Planning and Zoning Commission and City Council have denied any request for commercial or industrial re-zoning in the Douglass Community. In all cases, the Planning and Zoning Commission and City Council stated the reasons for denial were concern over encroachments of commercial zoning into a residential

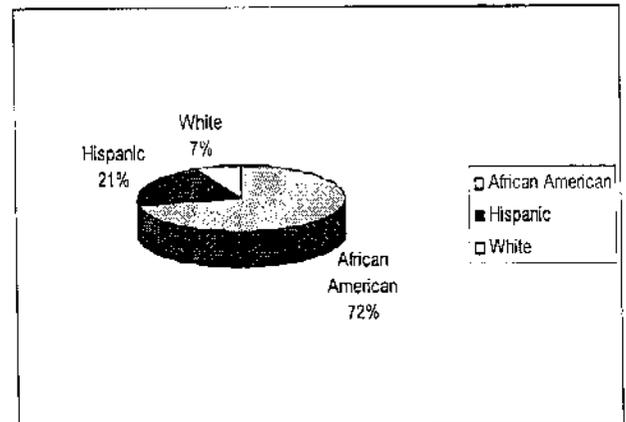
neighborhood. The Commission and Council were concerned that approval of any commercial zoning in this area would set a precedent for further encroachments.

The Douglass Community has two cemeteries, Old City Cemetery and Davis Cemetery. Both cemeteries are historic and the City has maintained Old City Cemetery for decades. Since May 2002, both are being maintained by the City of Plano.

**DEMOGRAPHICS**

The population in the Douglass Community is composed primarily of African American families interspersed with Hispanic and White families.

The demographic breakdown of the Douglass Community is shown in the chart below:



African American	304
Hispanic	87
White	29

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## **SIDEWALKS**

The need for sidewalks is a pressing issue in the Douglass Community. Safe circulation is needed for a community where the residents still walk from home to church and back. According to the survey, 40 percent of Douglass residents travel through the community by walking from home to their destination and back. Additionally, 52 percent walk for fun or exercise. Furthermore, 50 percent feel there are traffic/transportation problems in the neighborhood, primarily the lack of sidewalks.

Most residents are comfortable walking through the neighborhood in the day time, but are nervous about safety issues at night. Residents cited lighting and sidewalks as the two items that would improve their comfort level at night.

Sidewalks are not available throughout most of the Douglass Community. To place sidewalks along most streets would require additional right-of-way. The busiest street in the Douglass Community is F Avenue and sidewalks along F would be an asset to the community. However, when F Avenue was widened in 1977, a significant amount of right-of-way was taken from the lots on the east side of the street. If additional right-of-way were taken, most homes would have a front yard of 5 to 8 feet. This would apply if traditional sidewalks were constructed along F Avenue.

After several meetings between Douglass Community residents and City staff, it was agreed that sidewalks should be built first along F Avenue. Since the City intends to construct within the street right-of-way, the implementation phase can begin without excessive disruption to residents. The City does not need to acquire a sidewalk easement from residents for the F Avenue sidewalk project. Funding has been set aside for this project which is slated to begin early in 2003. Other sidewalks will be built in the community as funding becomes available.

## **STREETS**

Another resident concern is street conditions. The streets in the Douglass Community were all replaced and/or improved in the late eighties and nineties and are in relatively good condition. However, there were a few problems with normal wear and tear, such as potholes, and these were reported to the City. These repairs have been made.

## **ALLEYS**

There are two partial unpaved alleys in existence. The first alley is located between 10th and 12th streets and F and G Avenues. The second alley is located between 12th and 13th Streets and G and H Avenues.

The residents have determined that they prefer the alleys to be abandoned. Each resident whose property backs up to the alley is being contacted to obtain 100 percent agreement on the petition for abandonment.

Once this process is complete the petition will be submitted for approval and the land will revert back to the adjoining property owners.

## **DART**

The DART NC-5 Rail Line and stations are nearly completed in Plano, and service will begin on December 9th, 2002. The majority of DART construction (rail, overhead wires, stations, utility control, bungalows, etc.) can be seen in place.

The three Plano DART stations include Parker Road Station (1000-plus parking spaces), Downtown Plano (15th street "Destination" station with little parking), and 190 Station, which has parking under the main lanes of George Bush Tollway (400-plus spaces) and is shared with the City of Richardson.

The rail line includes a retaining wall at 12th Street which will be enhanced with a tile mural. The Douglass Community is raising funds for this public art piece. The 12th

Street circle includes newly planted Magnolia trees and other landscaping. DART has also landscaped the rail line.

In conjunction with the DART Plan, the City's bike plan anticipates a hike-bike trail running north-south between the three DART stations. Part of the alignment may pass through the Douglass community. The hike-bike trail will utilize the existing street system in some areas. The actual alignment of the facility is to be determined through a City-sponsored planning effort that will begin in the 2002-2003 Fiscal Year. Ultimate construction of the facility will be supported by North Central Texas Council of Governments (NCTCOG).

**SPEEDING**

Since the speeding problem on F Avenue was first brought to the City's attention in August, 2002, there have been several immediate responses. Speed controls have been put into place, including speed trailers and a police officer driving through the neighborhood on a regular basis, especially during peak traffic hours.

The residents have also been introduced to the Safe-Streets program and are working with city engineers to sign up for the program. Other city engineers are looking into signage to discourage speeding along F Avenue between 12th and 13th streets. Once the new sidewalks are built along F Avenue, the speeding problem should be reduced because the road will be narrower. However, the police will continue to monitor the area for violators.

**NEIGHBORHOOD PARK**

Douglass Community residents, while satisfied with the Community Center, would like a small park where they can have picnics and where children can play safely without fear of speeding automobiles. Survey results indicate that 40 percent of residents visit a park daily. Additionally, 40 percent feel that parks in their area do not meet their needs.

Residents and city staff have narrowed the location to the 12th street circle where the DART wall is located. This area already has a park-like feel with its magnolia trees, and is the future site of the Thornton House Museum.

**NEIGHBORHOOD POLICING**

Survey results indicate that 90 percent of residents are concerned about drugs in their community. The Plano Police Department concluded a three-year sting operation in the Douglass Community in June, 2002. Several arrests were made and neighborhood residents expressed relief that police had been actively pursuing drug traffickers.

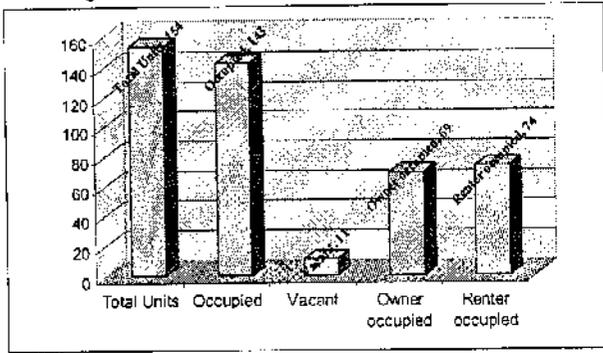
Due to citizen concern, there has been an increase in Police visibility in the Douglass area. The community has one regularly assigned Neighborhood Police Officer who patrols the community frequently. There is also an officer assigned to the Douglass Community Center during the evening hours. Additionally, police are monitoring the area for traffic violations, as mentioned above.

**HOUSING**

There are a total of 154 housing units in the Douglass Community. Since 1989, approximately 85 homes have received \$2,194,000 in assistance from the City, either in the form of housing rehabilitation or new construction. This averages to approximately \$25,000 (per home) in assistance from the City.

1-12

Douglass Housing Demographics:



HOUSING	
Total Units	154
Occupied	143
Renter occupied	74
Owner occupied	69
Vacant	11

According to survey results, the Douglass Community residents are interested in seeing more 3 bedroom houses with attached garages built in the neighborhood. The residents indicate a preference for single family homes that are similar to what has been constructed in the community over the past ten years.

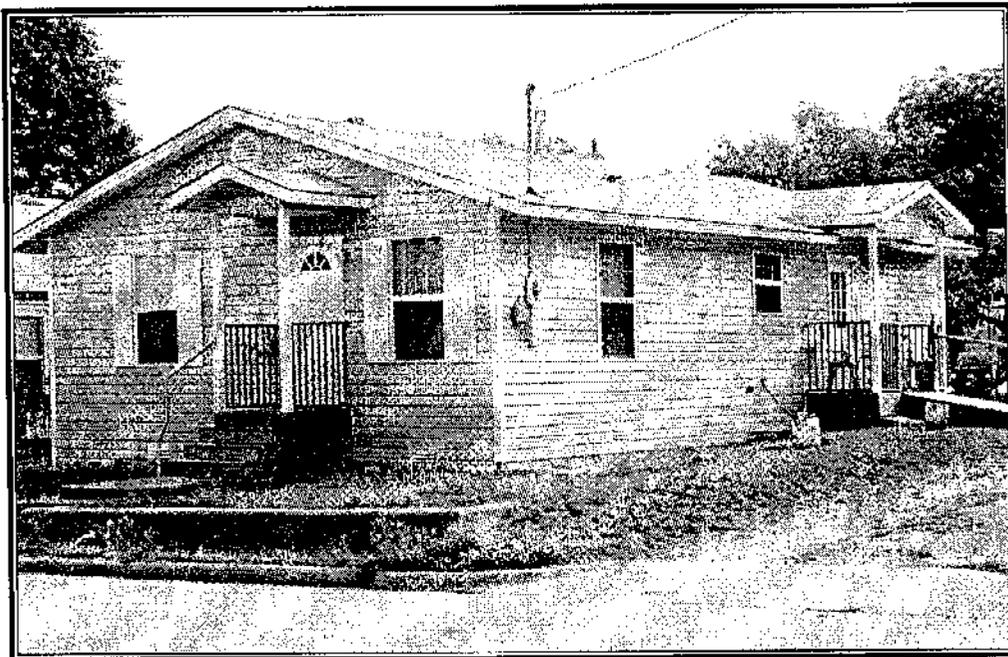
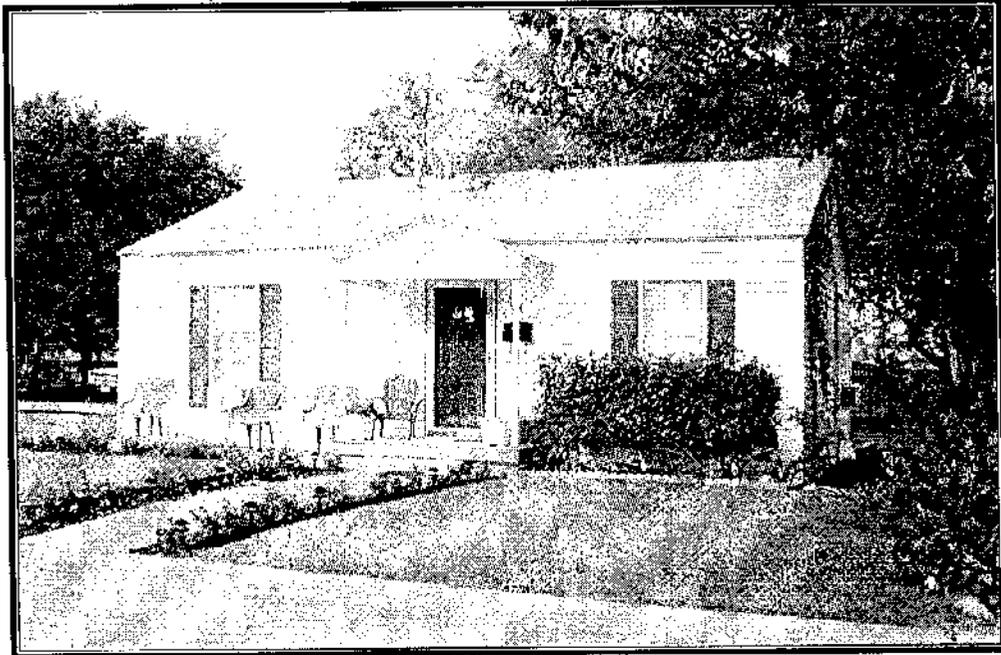
Of the respondents to the survey, 35 percent indicate knowledge of vacant land that needs better maintenance. However, none of the residents surveyed indicated where these vacant lots are located. Additionally, 15 percent point to an unacceptable land use.

The Property Standards department of the City of Plano is aware of most unacceptable land use in the community. According to Property Standards the biggest violation is open storage, which is defined as the outdoor storage of any equipment, materials, or furnishings that would not be used outdoors, such as indoor furniture, household appliances, auto parts or building materials.

1-14

The following pictures are examples of some of the rehabilitation and new construction completed in the Douglass Community over the past decade.

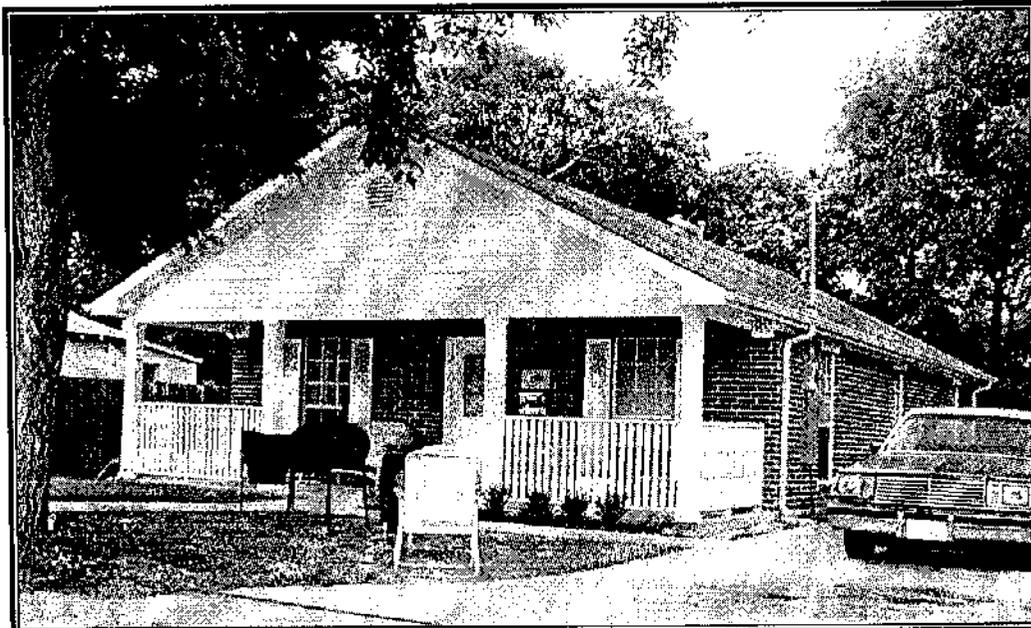
1111 F Avenue  
Rehabilitation completed November 1997



1112 F Avenue  
Rehabilitation completed May 2002



708 East 12th Street  
New construction & move completed August 1997



1213 H Place  
New Construction completed July 2001

1-16

**DOUGLASS COMMUNITY SURVEY  
&  
SURVEY RESULTS**

The Douglass Community Survey was administered in June, 2002. A total of 20 surveys (out of 140) were completed and returned to the City of Plano. The survey and results are shown on the following pages.

**Why are we doing this survey?**

The City of Plano and members of the Douglass Community are in the process of writing a neighborhood plan for your community. This survey is one way you can tell the City of Plano what you think are the best aspects of your neighborhood and what needs work.

**1. How do you and your family members travel to work, school, and other places within your neighborhood? (check all that apply)**

- Automobile  Bicycle  Other
- Bus/mass transit  Walking

**2. On an average day, how long is your commute to work (one way)? \_\_\_\_\_ Minutes**

**3. In a typical month, how often do you:**

**Ride a DART bus?**

- Never  Once or twice  A few times (3-4)  Often (5+)

**Ride your bike for fun or exercise?**

- Never  Once or twice  A few times (3-4)  Often (5+)

**Ride your bike to get to work or run an errand?**

- Never  Once or twice  A few times (3-4)  Often (5+)

**Take a walk for fun or exercise in the neighborhood?**

- Never  Once or twice  A few times (3-4)  Often (5+)

**Walk to do an errand?**

- Never  Once or twice  A few times (3-4)  Often (5+)

**4. Are there any transportation or traffic problems in your neighborhood that you think need more attention? Please describe.**

**5. Do you feel comfortable walking/cycling in your neighborhood?**

- During the day:**  Yes  No **At night:**  Yes  No

**6. Would any of the following increase your desire to walk/cycle in your neighborhood? Please check all that apply.**

- Improved lighting  Pedestrian and bicycle pathways  Speed bumps
- Sidewalks  Pedestrian crosswalks

**7. Is there a need to slow traffic on local streets in your neighborhood for pedestrian safety? If yes, please name the streets where this is a problem.**

- Yes  No

8. Do vehicles parked on the street in front of homes cause a problem on your block? If yes, please describe the problem.

- Yes
- No

9. Do the parks in your area meet your recreational needs? If no, how could your needs be better met?

- Yes
- No

10. Do you strongly agree, agree, disagree or strongly disagree with the following statements?

A. It is convenient for me to get around by DART.

- strongly agree
- agree
- disagree
- strongly disagree

B. Crime is a serious problem in my neighborhood.

- strongly agree
- agree
- disagree
- strongly disagree

C. The Neighborhood Police Officer has been an asset to our neighborhood.

- strongly agree
- agree
- disagree
- strongly disagree

D. The City is responsive to our needs as a neighborhood.

- strongly agree
- agree
- disagree
- strongly disagree

E. Overall, my neighborhood is clean.

- strongly agree
- agree
- disagree
- strongly disagree

F. Streets in my neighborhood are in good condition.

- strongly agree
- agree
- disagree
- strongly disagree

11. Do parks in your area meet your recreational needs? If no, how could your needs be better met?

12. On average, how often do you or someone who lives with you visit a City park or recreation area near your neighborhood?

- Daily
- Weekly
- Once a month
- A few times a year
- Never
- Other

13. Where do you think would be a good place for a park?

14. What do you like best about your neighborhood?

15. What improvement would you most like to see in your neighborhood or on your street?

16. Would you like to see new businesses around the neighborhood? If yes, what kinds of businesses would you most like to see near the neighborhood?

17. In Plano, some home occupations, such as contract construction, auto repair, landscape services and manufacturing are prohibited in residential areas. Have you noticed any of these businesses being operated out of people's houses in your neighborhood? If yes, what have you noticed about these businesses?

- No problem
- Increased traffic
- Vehicles stored on site
- Other \_\_\_\_\_
- Extra eyes on the street in the daytime
- Parking problems
- Equipment stored on site

18. If a large vacant lot near your home were going to be developed, what would you want to see placed there?

- Park
- Townhouses
- Library
- Single Family Homes
- Apartments
- Other \_\_\_\_\_
- Don't Know
- Neighborhood Oriented Businesses

19. What kinds of new housing would you most like to see built in your neighborhood?

- None
- Single-family houses
- Apartments
- Homes designated for the elderly
- Affordable housing, but not in large projects
- Townhouses/ Condominiums
- Garage Apartments
- Other \_\_\_\_\_

20. Do you know of vacant or abandoned land in your neighborhood that needs to be better maintained?

21. Are there land use activities in you neighborhood that do not fit with the surroundings? For example, an auto body shop surrounded by single family homes may not be an acceptable use in a residential neighborhood.

- Yes
- No

22. What improvement would you most like to see in your neighborhood or on your street?

23. Do you think that for the size of your neighborhood

- There are too many people
- Just the right amount of people
- Not enough people

1-20

24. Is environmental pollution a problem in your neighborhood? If yes, please describe the problem.

- Yes     No

25. In your neighborhood, what types of crimes concern you the most?

- Burglary/ Robbery     Juvenile Crimes
- Auto Theft     Rape
- Drugs     Prostitution
- Vandalism     Other

26. How long have you lived in this neighborhood?

- Less than one year     More than 10 years
- One to five years     Don't know
- Six to ten years

27. What is your present housing situation?

- Own     Rent

28. What is your ethnic background?

- Anglo     Asian American
- Hispanic     American Indian
- African American     Other

29. Please indicate the number of people, in each category living in your household:

Under 18	_____	40 to 44	_____	65+	_____
19 to 24	_____	45 to 49	_____		
25 to 29	_____	50 to 54	_____		
30 to 34	_____	55 to 59	_____		
35 to 39	_____	60 to 64	_____		

30. What is your occupation?

If applicable, what is your spouse's occupation?

31. How many members of your household are wage earners?

Full time \_\_\_\_\_ Part Time \_\_\_\_\_

**32. What city do you work in?**

**What city does your spouse work in?**

- Plano
- Allen
- Frisco
- Dallas
- McKinney
- Other

- Plano
- Allen
- Frisco
- Dallas
- McKinney
- Other

**33. Which category best describes your total household income last year?**

- Less than \$15,000
- \$15,000 to \$19,999
- \$20,000 to \$24,999
- \$25,000 to \$29,999
- \$30,000 to \$39,999
- \$40,000 to \$49,999
- \$50,000 to \$59,999
- \$60,000 +

**34. What street do you live on? \_\_\_\_\_**

Thank you for your participation. The information you have provided will help our efforts to improve the quality of your neighborhood. We encourage you to join us at the series of neighborhood meetings we have scheduled to discuss issues in your neighborhood and possible solutions. Please contact your neighborhood planner for additional information:

Laleh Soltan  
Neighborhood Planner  
City of Plano  
(972) 941-7151  
lalehs@plano.gov

## Douglass Community Survey Results

June,  
2002

1 How do you travel?

Auto	8
Bicycle	3
Bus/mass tran	2
Walk	4
Other	1
No answer	

2 Commute Length?

Minutes	
0 to 5	2
6 to 10	2
11 to 20	2
21 to 30	3
31 to 40	
41 to 50	
51 to 60	
60 +	
No answer	2

3 How often do you:

	Never	Once or twice	A few (3-4)	Often
Ride DART	8	2	3	
Ride Bike for fun or exercise	6	2		3
Ride bike for work or errand	7		2	2
Walk for fun or exercise		3	5	3
Walk to do an errand	4	3	1	2
No answer				

4 Transport/traffic problems in neighborhood?

YES	5
NO	2
No answer	4

5 Comfort level walking/cycling?

Day/yes	8
Day/no	2
No answer	
Night/yes	5
Night/no	4
No answer	1

6 What would increase your desire to walk/cycle?

Improved Lighting	6
Ped/Bicycle paths	3
Speed bumps	4
Sidewalks	4
Ped Crosswalks	5
No answer	1

7 Is there a need to slow traffic for peds?

YES	6
NO	5
No answer	1

8 Do parked vehicles cause a problem on the street?

YES	6
NO	5
No answer	

9 A. It is convenient for me to get around on Dart:

Strongly Agree	4
Agree	3
Disagree	2
Strongly disagree	2
No answer	

B. Crime is a serious problem in my neighborhood:

Strongly Agree	1
Agree	5
Disagree	4
Strongly disagree	1
No answer	

C. The Neighborhood Police officer has been an asset to our neighborhood:

Strongly Agree	3
Agree	4
Disagree	1
Strongly disagree	3
No answer	

D. City Government is responsive to our needs as a neighborhood:

Strongly Agree	
Agree	5
Disagree	5
Strongly disagree	1
No answer	

E. Overall, my neighborhood is clean:

Strongly Agree	
Agree	5
Disagree	4
Strongly disagree	2
No answer	

1-24

F. Streets in my neighborhood are in good condition:

Strongly Agree	
Agree	5
Disagree	4
Strongly disagree	2
No answer	

10 Do parks in your area meet your recreational needs?

YES	3
NO	4
No answer	3
Don't know	1

11 On average, how often do you visit a park?

Daily	4
Weekly	2
Once/month	1
Few times/yr	3
Never	1
Other	
No answer	

12 Where would be a good place for a park?

F Ave	1
13th, F, G	3
Where it is now	1
Don't know	2
No answer	4

13 What do you like best about your neighborhood?

Friends/Neighbors	2
Quiet	1
Lived here all my life	1
Douglass Center	1
Church proximity	2
Home	1
No answer	3

14 What improvement would you most like to see in your neighborhood?

Cleaner	3
Home improvement	2
Speed bumps	1
Sidewalks	1
More parking	1
More police	1
No drugs	2
No answer	3

15a Would you like to see new businesses in the neighborhood?

Yes	4
No	2
No answer	4

- 15b What kind of new business?
  - Store 4
  - Offices 1
  - No answer 6
  
- 16a Have you noticed home occupations in your neighborhood?
  - Yes 2
  - No 8
  - No answer 1
  
- 16b What problem does this cause?
  - No problem 2
  - Extra daytime eyes
  - Increased Traffic 1
  - Equipment storage 2
  - Parking problems 2
  - Vehicle storage 2
  - No answer 3
  
- 17 What development would you like to see:
  - Park 7
  - Library 3
  - Neighborhood oriented bus. 2
  - Townhouses 1
  - Apartments
  - SF Homes 5
  - Don't know
  - No answer
  - Other 2 Store/walmart
  
- 18 What kinds of new housing would you like to see?
  - None 2
  - Affordable, but not LG projects 2
  - SF houses 3
  - Townhouses/ Condos
  - Apartments 1
  - Garage Apts 1
  - "Elderly" homes 1
  - Other 2 3-4 bedroom w/ garage Habitat homes
  - No answer
  
- 19 Do you know of vacant land that needs better maintenance?
  - YES 7
  - NO 3
  - No answer
  
- 1-26 20 Unacceptable land use?
  - YES 3
  - NO 8

- No answer
- 21 What improvement most important?
- |               |   |
|---------------|---|
| Street lights | 1 |
| Sidewalks     | 1 |
| Better houses | 2 |
| Cleaner       | 1 |
| More police   | 2 |
| Less traffic  | 2 |
| No answer     | 4 |
- 22 For the size of your neighborhood:
- |                        |   |
|------------------------|---|
| Too many people        | 3 |
| Right amount of people | 5 |
| Not enough people      | 3 |
| No answer              |   |
- 23 Environmental Pollution a problem?
- |           |   |
|-----------|---|
| YES       | 4 |
| NO        | 7 |
| No answer |   |
- 24 What crimes concern you the most?
- |                 |   |
|-----------------|---|
| Auto theft      |   |
| Burglary        |   |
| Drugs           | 9 |
| Juvenile crimes | 3 |
| Prostitution    |   |
| Rape            |   |
| Vandalism       | 1 |
| Other           | 1 |
| No answer       | 2 |
- 25 How long have you lived in NB?
- |                   |   |
|-------------------|---|
| Less than one yr  | 1 |
| One to five years | 2 |
| Six to ten years  | 1 |
| More than ten yrs | 7 |
| Don't know        |   |
| No answer         |   |
- 26 What is your present housing situation?
- |           |   |
|-----------|---|
| Own       | 6 |
| Rent      | 4 |
| No answer | 1 |
- 27 What is your ethnic background?
- |                  |    |
|------------------|----|
| African American | 10 |
| Asian American   |    |
| American Indian  |    |

	Hispanic	0.5
	White	0.5
	Other	
	No answer	
28	How many people in each age group?	
	Under 18	14
	19 to 24	2
	25 to 29	
	30 to 34	2
	35 to 39	1
	40 to 44	2
	45 to 49	
	50 to 54	4
	55 to 59	4
	60 to 65	2
	65+	4
29a	Occupation?	
	Unemployed	2
	Disabled	1
	Nurse	1
	Retired	3
	In-home caregiver	1
	Student	1
	No answer	2
29b	Spouse Occupation?	
	Sampler @ Cotton	
	Co	1
	TXI Cement	
	worker	1
	Construction	1
	Cust Service	1
	No answer	4
30	How many wage earners?	
	Full-time	12
	Part-time	3
	No answer	
31a	What city do you work in?	
	Plano	6
	Allen	1
	Dallas	1
	Frisco	
	McKinney	
	Other	1
	No answer	
31b	What city does your spouse work in?	
	Plano	3
	Allen	1
	Dallas	1

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	Frisco	1
	McKinney	1
	Other	1
	No answer	5
32	Total HH income last year?	
	Less than \$15,000	2
	\$15,000 to \$19,999	2
	\$20,000 to \$24,999	2
	\$25,000 to \$29,999	1
	\$30,000 to \$39,999	2
	\$40,000 to \$49,999	
	\$50,000 to \$59,999	
	\$60,000+	
	No answer	1
33	What street do you live on?	
	F. Ave	1
	G. Ave	6
	H. Ave	6
	13 th St	1
	No answer	

1-29

October 22, 2002

**TO:** Honorable Mayor & City Council  
**FROM:** Lee Dunlap, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2002

At its meeting of October 21, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-44

**Applicant:** Spring Plano Corp.

**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for an Arcade on 0.1± acre located 250± feet south of Spring Creek Parkway and 590± feet east of Custer Road. Zoned Retail. Neighborhood #35.

**APPROVED:** 5-2 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **FAVOR:** 0 **OPPOSE:** 0

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

The Commissioners voting in opposition to this request expressed concerns over the type of arcade games that would be allowed at this location should this business cease to operate.

CHL/rh

**FOR CITY COUNCIL MEETING OF:** November 11, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

xc: Spring Plano Corp., NV.  
Eugene M. Davis, House of Nickels, LLC.  
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2002

**Agenda No. 7**

**Public Hearing:** Zoning Case 2002-44

**Applicant:** Spring Plano Corp.

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**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for an Arcade on 0.1± acre located 250± feet south of Spring Creek Parkway and 590± feet east of Custer Road. Zoned Retail. Neighborhood #35.

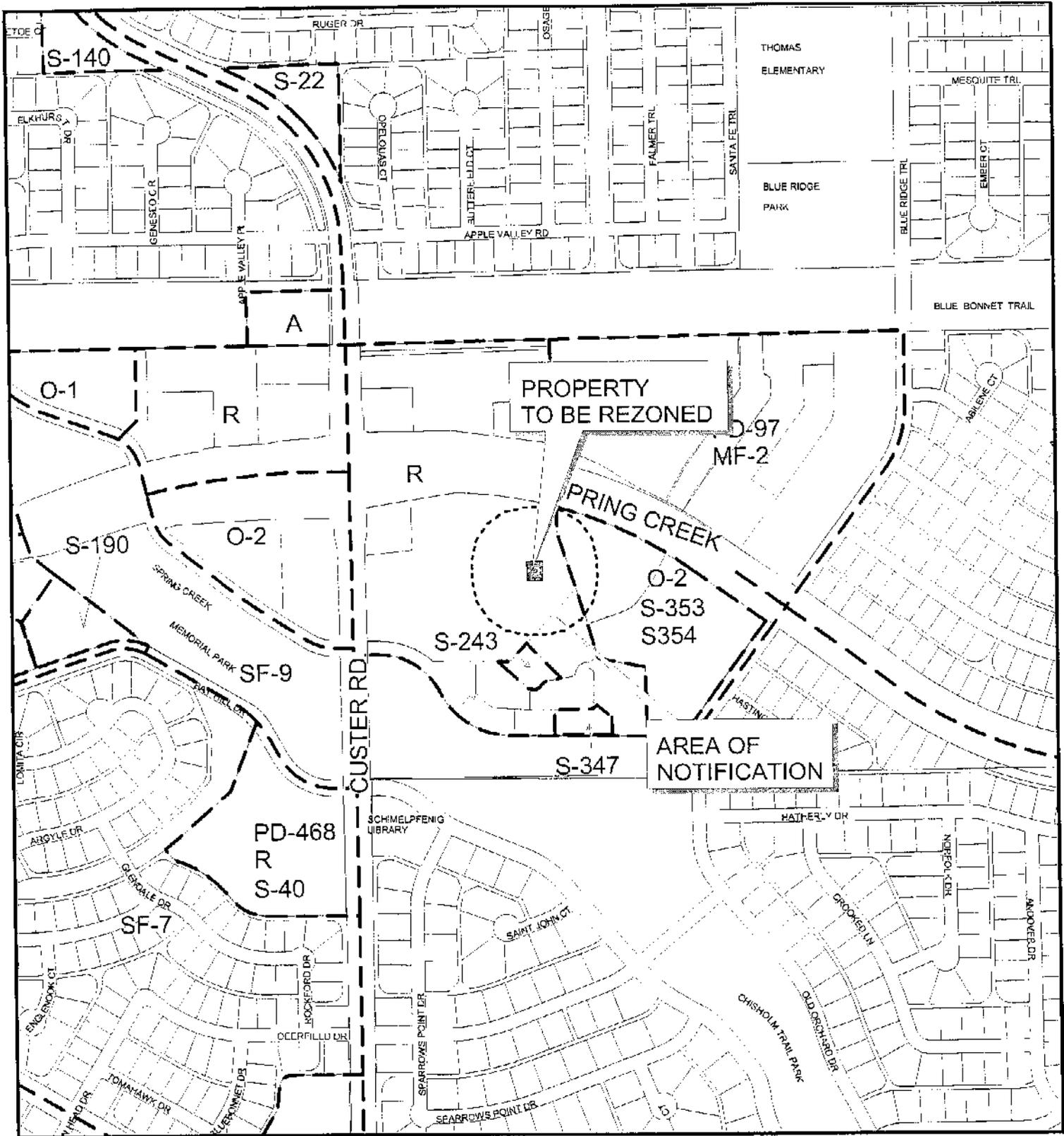
**REMARKS:**

The applicant is requesting an SUP for an Arcade located in a 4,400± square foot lease space within the existing shopping center on the southeast corner of Spring Creek Parkway and Custer Road. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could benefit in a particular case the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

By the Zoning Ordinance, an arcade must be a minimum of 300 feet from the nearest residential district and a minimum of 1,000 feet from a school. This request meets both of those requirements. The nearest residential district is a multi-family residential development located approximately 335 feet across Spring Creek Parkway to the northeast, measured from the front door. The nearest school (Thomas Elementary) is located approximately 1,680 feet to the northeast.

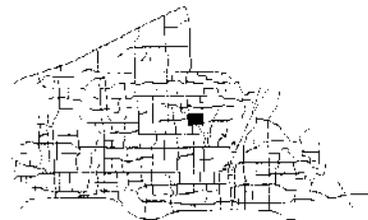
**RECOMMENDATIONS:**

Recommended for approval as submitted.



**ZONING CASE  
# 2002-44**

**EXISTING ZONING:  
RETAIL**



200' Notification  
Buffer

2-3



**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-44)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 477 SO AS TO ALLOW THE ADDITIONAL USE OF AN ARCADE ON 0.1± ACRE OF LAND OUT OF THE GEORGE PERRIN SURVEY, ABSTRACT NO. 722, LOCATED 250± FEET SOUTH OF SPRING CREEK PARKWAY, 590± FEET EAST OF CUSTER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED RETAIL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, 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 11th day of November, 2002, for the purpose of considering granting Specific Use Permit No. 477 for an Arcade on 0.1± acre of land out of the George Perrin Survey, Abstract No. 722, located 250± feet south of Spring Creek Parkway, 590± feet east of Custer Road in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of November, 2002; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 477 for an Arcade on 0.1± acre of land out of the George Perrin Survey, Abstract No. 722, located 250± feet south of Spring Creek Parkway, 590± feet east of Custer Road in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 477, allowing the additional use of an Arcade on 0.1± acre of land out of the George Perrin Survey, Abstract No. 722, located 250± feet south of Spring Creek Parkway, 590± feet east of Custer Road in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

2-6

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land situated in the George Perrin Survey, Abstract No. 722, City of Plano, Collin County, Texas, also being situated in Lot 1, Block A, Stone-Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof recorded in Cabinet E, Page 29, Map Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the most northerly northwest corner of said Lot 1, Block A, Stone-Beeson Addition No. 1, same being the northeast corner of Lot 1R, Block A, Spring Creek Plaza, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof recorded in Cabinet J, Page 751, Map Records, Collin County, Texas, and being on the south right-of-way line of Spring Creek Parkway (variable width right-of-way) bears South 80° 07' 55" east, a distance of 165.04 feet (164.87 feet - plat);

THENCE along the north line of said Lot 1, Block A, Stone-Beeson Addition No. 1, same being the south line of Spring Creek Parkway the following three (3) courses:

North 80° 07' 55" East, a distance of 157.58 feet to a point;

North 89° 04' 38" East, a distance of 6.38 feet to a point;

Along a curve to the right having a radius of 1,429.53 feet, an arc distance of 267.12 feet, through a central angle of 10° 42' 22", and whose chord bears South 85° 34' 11" East, a distance of 266.73 feet to a point;

THENCE through the interior of said Lot 1, Block A, Stone-Beeson Addition No. 1, South 00° 54' 59" East, passing at a distance of 138.42 feet the most northerly northwest corner of an existing building, and continuing along the west face of said building for a total distance of 245.42 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Block A, Stone-Beeson Addition No. 1 the following four (4) courses:

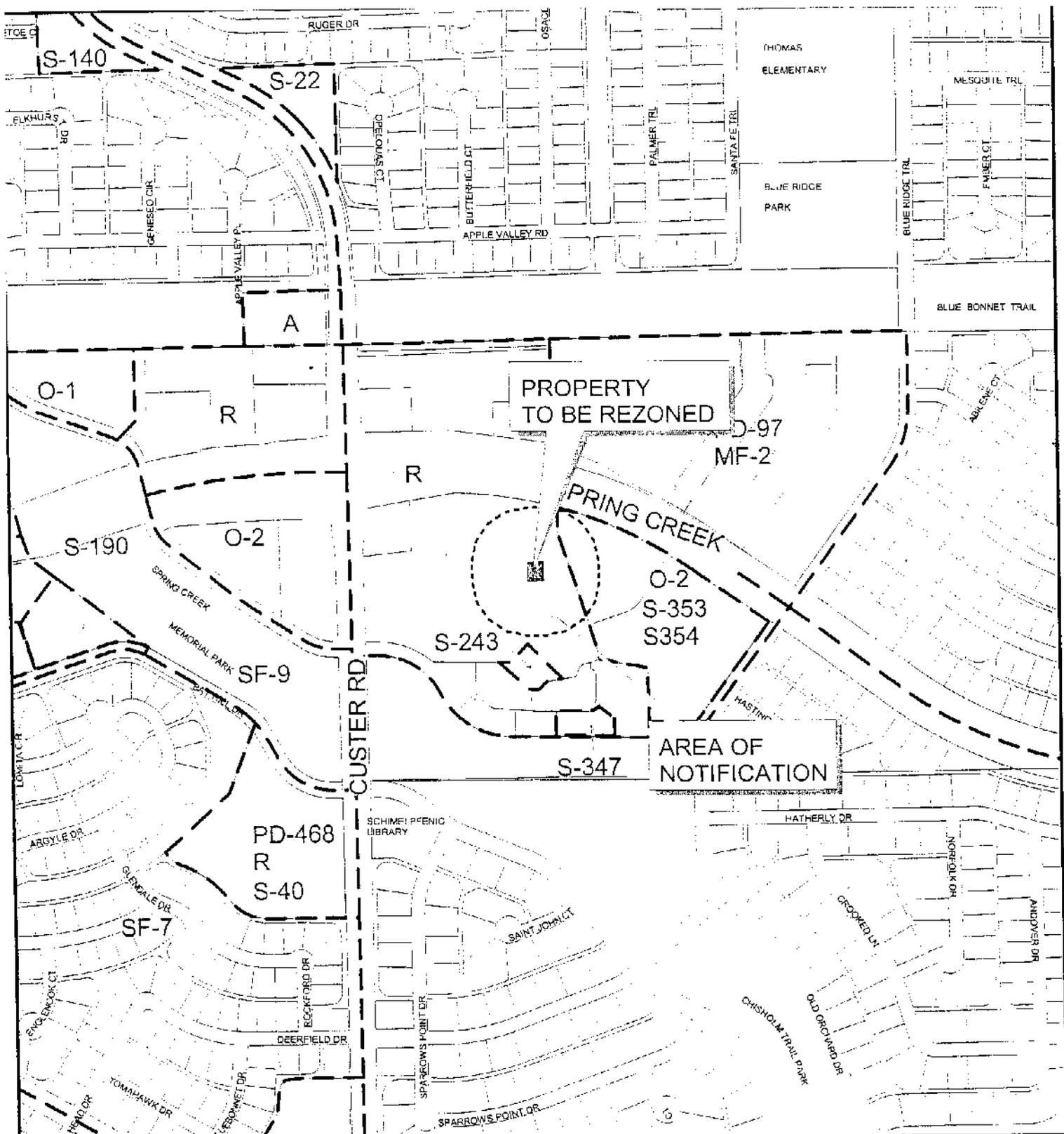
Leaving said west face, North 89° 05' 01" East, a distance of 60.00 feet to a point on the east face of said building;

Along the east face of said building, South 00° 54' 59" East, a distance of 73.75 feet to a point;

2-8

Leaving said east face, South  $89^{\circ} 05' 01''$  West, a distance of 60.00 feet to a point of the west face of said building;

Along the west face of said building, North  $00^{\circ} 54' 59''$  West, a distance of 73.75 feet to the POINT OF BEGINNING hereof and containing 0.1016 acres or 4,425 square feet of land, more or less.



**ZONING CASE  
# 2002-44**

**EXISTING ZONING:  
RETAIL**



200' Notification  
Buffer

October 22, 2002

**TO:** Honorable Mayor & City Council  
**FROM:** Lee Dunlap, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2002

At its meeting of October 21, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-50

**Applicant:** Barnett Walker

**DESCRIPTION:**

A request for a Specific Use Permit for Contract Construction on a 0.01± acre parcel located 723± feet east of K Avenue and 285± feet north of 19th Street. Zoned Planned Development-26-Light Commercial. Neighborhood #60.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **FAVOR:** 3 **OPPOSE:** 0

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

CDL/rh

**FOR CITY COUNCIL MEETING OF:** November 11, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

xc: Barnett Walker  
Weldon Anderton, ABS Sprinklers  
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2002

**Agenda No. 10**

**Public Hearing:** Zoning Case 2002-50

**Applicant:** Barnett Walker

---

**DESCRIPTION:**

A request for a Specific Use Permit for Contract Construction on a 0.01± acre parcel located 723± feet east of K Avenue and 285± feet north of 19th Street. Zoned Planned Development-26-Light Commercial. Neighborhood #60.

**REMARKS:**

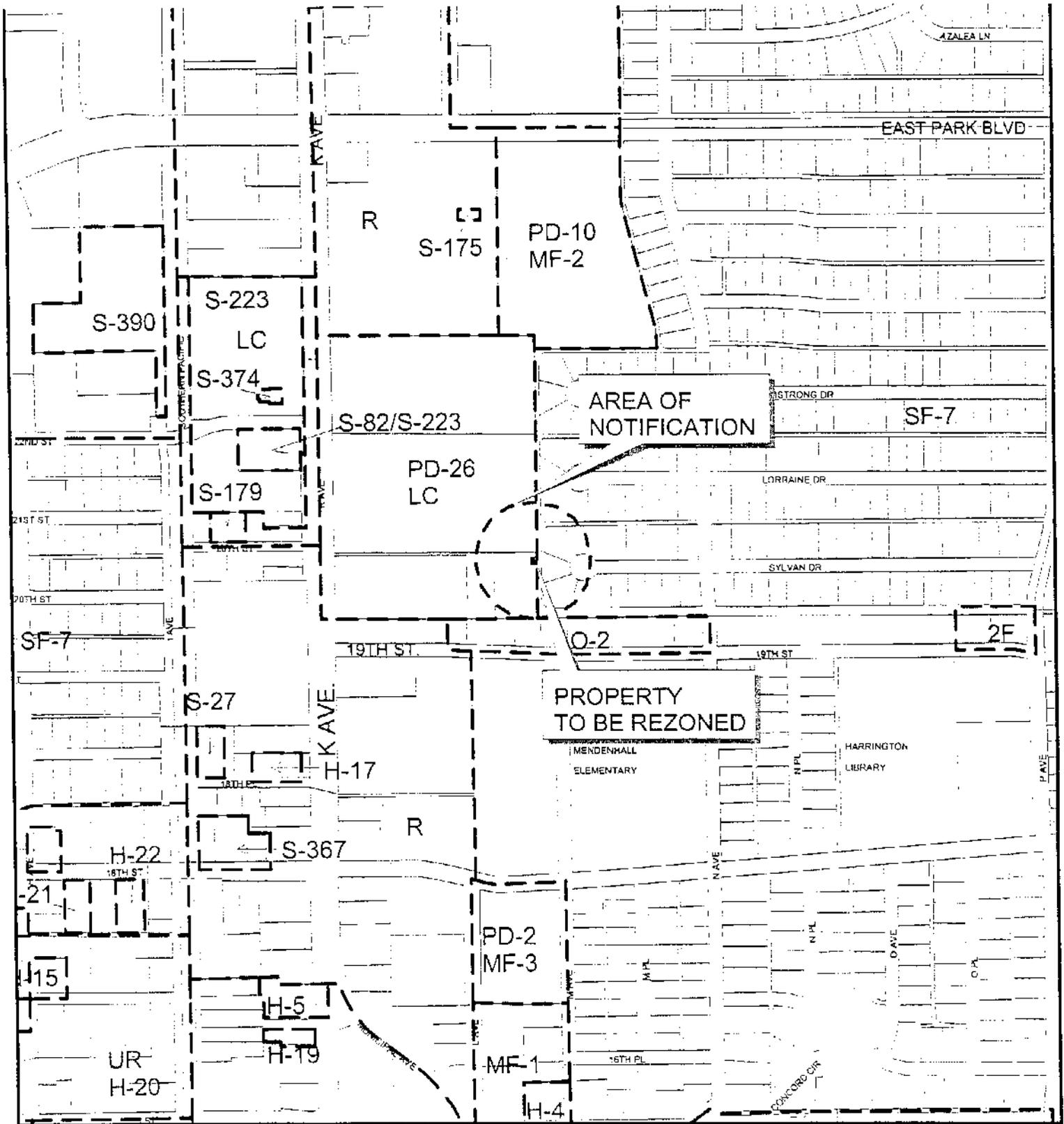
The applicant is requesting a Specific Use Permit (SUP) for Contract Construction to operate a landscape irrigation repair and contractor company. The applicant is planning to utilize approximately 700 square feet in an existing one-story office/warehouse building within the Executive Square Addition, Block 1, Lot 1. The proposed office space contains an adjacent area accessed by an overhead door to accommodate interior equipment storage. No open storage is proposed within the limits of the SUP.

The property is zoned Planned Development-26-Light Commercial. The existing PD restrictions address the construction of a screen wall and building height requirements. The existing building was allowed to be placed on the property line to serve as the required screening wall. Adjacent to the east of this property is a single-family residential subdivision separated by an alley, to the north is a mini-warehouse/public storage development, and to the west is a bank/office building with drive-thru lanes and a two story office building. Within the development, the proposed SUP request area is surrounded by a variety of other LC uses, including adjacent additional office-warehouse business uses, a free-standing heating and air-conditioning contract construction company, and one-story office buildings.

The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided adequate development standards and safeguards are established. The operation of a contract construction business is compatible with the existing LC uses in this development and should not negatively affect the existing residential use to the east. The proposed contract construction business is totally enclosed within the limits of the SUP request and does not propose outdoor storage of equipment or supplies, as the site accommodates storage internally.

**RECOMMENDATIONS:**

Recommended for approval as submitted.



**ZONING CASE  
# 2002-50**

**EXISTING ZONING:  
PD-26-LC**



200' Notification  
Buffer **3-3**



**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-50)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 478 SO AS TO ALLOW THE ADDITIONAL USE OF CONTRACT CONSTRUCTION ON 0.01± ACRE OF LAND OUT OF THE B.F. MATHEWS SURVEY, ABSTRACT NO. 612, LOCATED 723± FEET EAST OF K AVENUE, 285± FEET NORTH OF 19TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-26-LIGHT COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**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 11th day of November, 2002, for the purpose of considering granting Specific Use Permit No. 478 for Contract Construction on 0.01± acre of land out of the B.F. Mathews Survey, Abstract No. 612, located 723± feet east of K Avenue, 285± feet north of 19th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-26-Light Commercial; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of November, 2002; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 478 for Contract Construction on 0.01± acre of land out of the B.F. Mathews Survey, Abstract No. 612, located 723± feet east of K Avenue, 285± feet north of 19th Street in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 478, allowing the additional use of Contract Construction on 0.01± acre of land out of the B.F. Mathews Survey, Abstract No. 612, located 723± feet east of K Avenue, 285± feet north of 19th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-26-Light Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

3-6

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the B.F. Mathews Survey, Abstract No. 612, being part of Executive Square Phase 1 and part of Executive Square Phase 2, an addition to the City of Plano as recorded in Cabinet G, Page 746 of the Collin County Plat Records with said premises being more particularly described as follows:

COMMENCING at a POINT OF BEGINNING marking the northeast corner of said addition, the southeast corner of Executive Square Phase 2, an addition, the southeast corner of Executive Square Phase 2, an addition to the City of Plano as recorded in Cabinet F, Page 75 of the Collin County Plat Records, and also being in the west line of Armstrong Park No. 2, an addition to the City of Plano;

THENCE with the east line of said Executive Square Phase 1 and part of Executive Square Phase 2 and the west line of said Armstrong Park No. 2, South 00° 08' 24" West, 19.91 feet to the northeast corner of an existing masonry building and the POINT OF BEGINNING and northeast corner of the premises herein described;

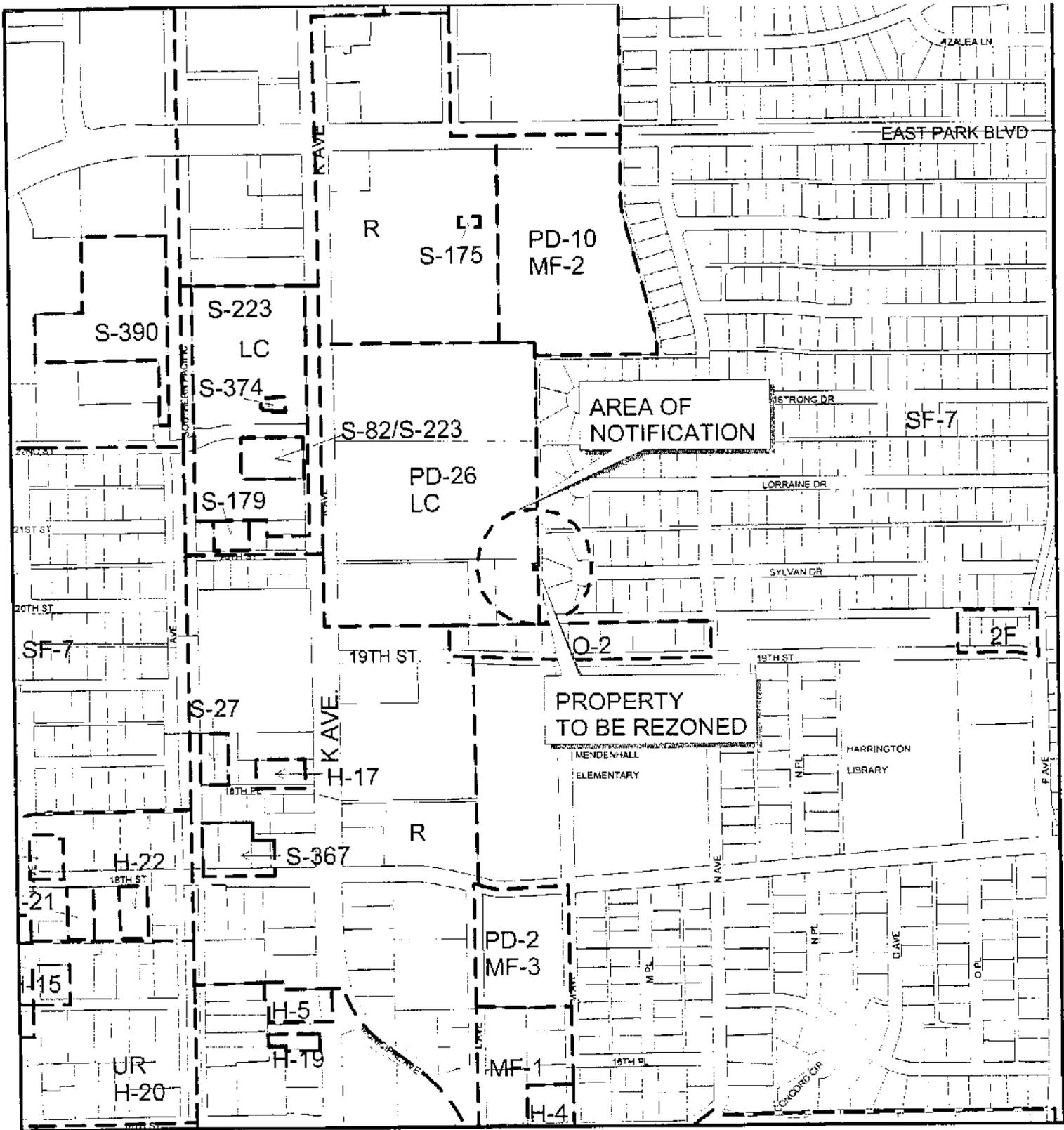
THENCE with the east line of said premises and along the east facing of said building, South 00° 08' 24" West, 30.08 feet to the southeast corner of said premises;

THENCE passing through said building along the south line of said premises, North 89° 51' 36" West, 21.00 feet to the southwest corner of said premises in the west facing of said building;

THENCE with the west facing of said building along the west line of said premises, North 00° 08' 24" East, 30.08 feet to the northwest corner of said building and said premises;

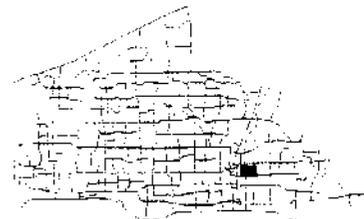
THENCE with the north facing of said building and the north line of said premises, South 89° 51' 36" East, 21.00 feet to the POINT OF BEGINNING and containing 632 square feet or 0.014 acre of land.

3-8



**ZONING CASE  
# 2002-50**

**EXISTING ZONING:  
PD-26-LC**



**3-9**  
200' Notification  
Buffer

October 22, 2002

**TO:** Honorable Mayor & City Council  
**FROM:** Lee Dunlap, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2002

At its meeting of October 21, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-51

**Applicant:** Granite Properties, Inc.

**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for a Private Club in conjunction with a proposed restaurant on 0.1± acre on the north side of Granite Parkway, 290± feet east of Dallas North Tollway. Zoned Central Business-1. Neighborhood #8.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

CHL/rh

**FOR CITY COUNCIL MEETING OF:** November 11, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

xc: Granite Properties  
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2002

**Agenda No. 11**

**Public Hearing: Zoning Case 2002-51**

**Applicant: Granite Properties, Inc.**

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**DESCRIPTION:**

A request for a Specific Use Permit (SUP) for a Private Club in conjunction with a proposed restaurant on 0.1± acre on the north side of Granite Parkway, 290± feet east of Dallas North Tollway. Zoned Central Business-1. Neighborhood #8.

**REMARKS:**

The requested zoning is for an SUP for a Private Club to serve alcoholic beverages in conjunction with the operation of a restaurant. The restaurant is located in a 3,720 square foot lease space at the Granite Park Retail Center.

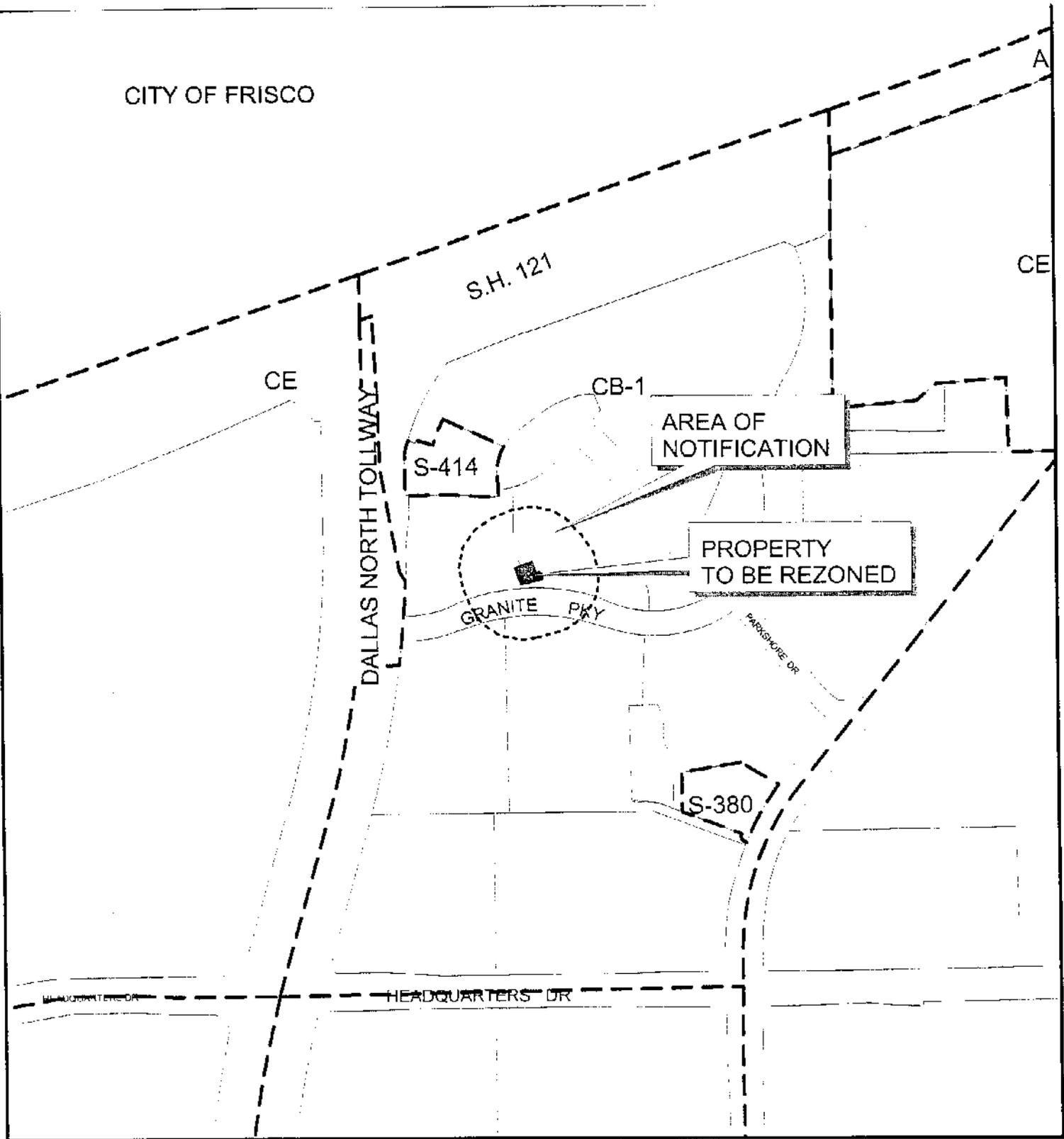
The front door of the proposed restaurant is not within 1,000± feet of a church, school, or publicly owned park and is not within 300± feet of the nearest residential district. The property meets the parking standards for a restaurant with a private club.

**RECOMMENDATIONS:**

Recommended for approval as submitted.

4-2

CITY OF FRISCO



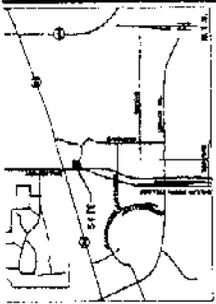
**ZONING CASE  
# 2002-51**

**EXISTING ZONING:  
CB-1**



4-3  
200' Notification  
Buffer

4-4



LOT 2 BLOCK '89' 3.675 ACRES of JABEE DEGHAN SURVEY  
ABSTRACT No. 279

**BLIND SITE PLAN LEGAL DESCRIPTION**  
 The following is a legal description of the property shown on the attached site plan, as recorded in the Public Records of Tarrant County, Texas, Book 118, Page 11818.

**PARKING ANALYSIS:**

Minimum Required	100
Actual Provided	100
Compliance	100%

**PREPARED BY:**  
 BO KA POWELL  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000  
 Fax: 972.931.3088 www.bokapowell.com

**DATE:** 01/20/2009

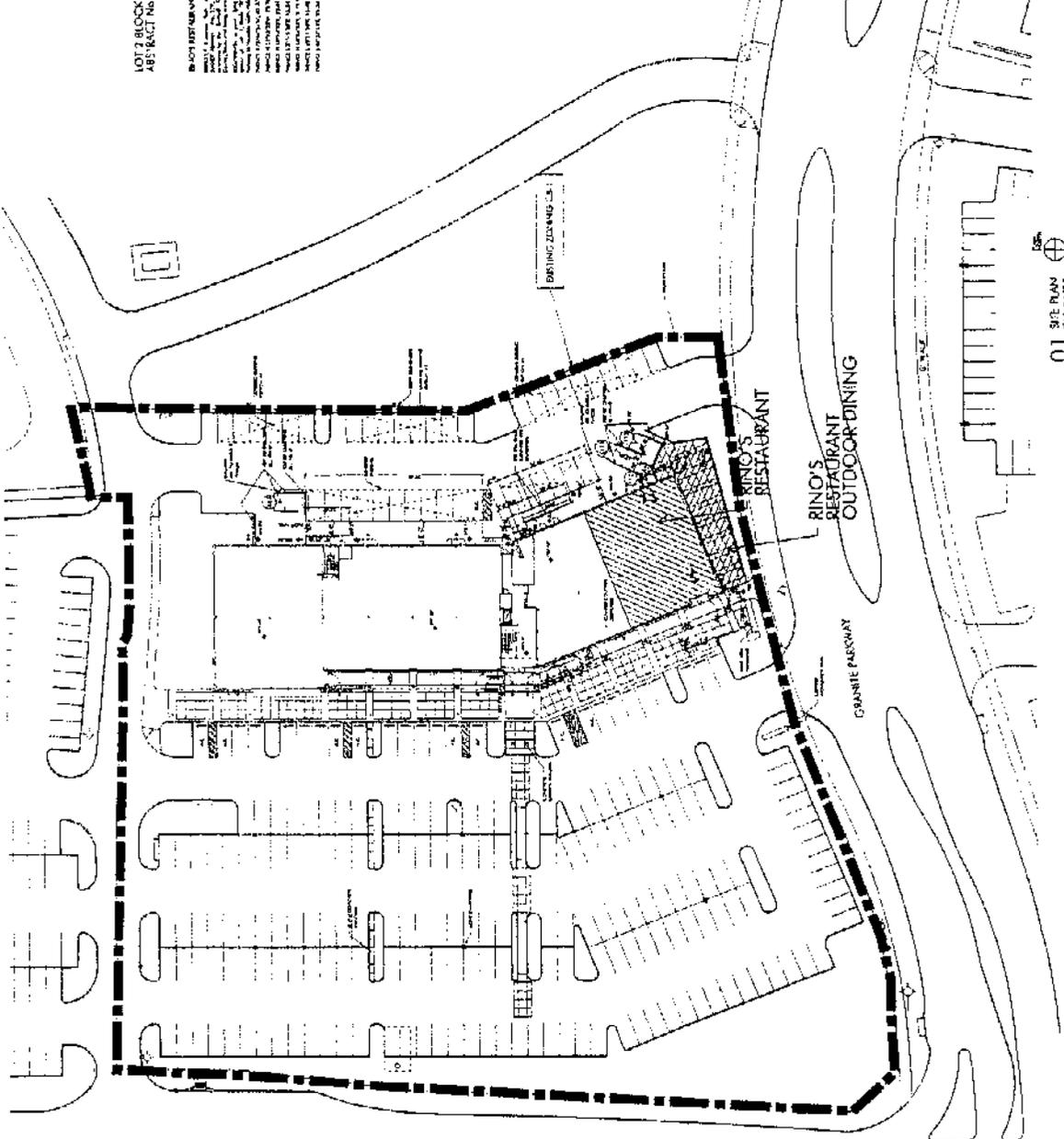
**PROJECT:** RINO'S RESTAURANT

**OWNER:** RINO'S RESTAURANT, INC.  
 5748 Eastwood Avenue  
 Dallas, Texas 75246 Tel: 972.312.1800

**ARCHITECT:** BO KA POWELL  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000

**ENGINEER:** JAMES W. GIBSON, INC.  
 1111 E. South Street  
 Dallas, Texas 75214 Tel: 972.442.4400

**PLANNING:** BO KA POWELL  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000



architectural services planning graphics  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000  
 Fax: 972.931.3088 www.bokapowell.com



**Professional Engineer**  
 JAMES W. GIBSON  
 No. 11111

**Professional Architect**  
 BO KA POWELL  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000

**Professional Planner**  
 BO KA POWELL  
 33223 Regal Road, Suite 100, LB 10  
 Dallas, Texas 75226 Tel: 972.781.9000

**Professional Surveyor**  
 JAMES W. GIBSON, INC.  
 1111 E. South Street  
 Dallas, Texas 75214 Tel: 972.442.4400

**Professional Engineer**  
 JAMES W. GIBSON, INC.  
 1111 E. South Street  
 Dallas, Texas 75214 Tel: 972.442.4400

**Professional Engineer**  
 JAMES W. GIBSON, INC.  
 1111 E. South Street  
 Dallas, Texas 75214 Tel: 972.442.4400

**ZONING EXHIBIT**  
 ZONING CASE  
 ZC2002-51

**PROJECT NAME**  
 RINO'S RESTAURANT

**PROJECT ADDRESS**  
 5748 Eastwood Avenue  
 Dallas, Texas 75246

**PROJECT PHONE**  
 972.312.1800

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2002-51)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 479 SO AS TO ALLOW THE ADDITIONAL USE OF A PRIVATE CLUB ON 0.1± ACRE OF LAND OUT OF THE SAMUEL H. BROWN SURVEY, ABSTRACT NO. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT NO. 279, LOCATED ON THE NORTH SIDE OF GRANITE PARKWAY, 290± FEET EAST OF DALLAS NORTH TOLLWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CENTRAL BUSINESS-1; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2002, for the purpose of considering granting Specific Use Permit No. 479 for a Private Club on 0.1± acre of land out of the Samuel H. Brown Survey, Abstract No. 108 and the Jabez Degman Survey, Abstract No. 279, located on the north side of Granite Parkway, 290± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Central Business-1; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of November, 2002; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 479 for a Private Club on 0.1± acre of land out of the Samuel H. Brown Survey, Abstract No. 108 and the Jabez Degman Survey, Abstract No. 279, located on the north side of Granite Parkway, 290± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 479, allowing the additional use of a Private Club on 0.1± acre of land out of the Samuel H. Brown Survey, Abstract No. 108 and the Jabez Degman Survey, Abstract No. 279, located on the north side of Granite Parkway, 290± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Central Business-1, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

46

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING 5,915 square feet of land located in the Samuel H. Brown Survey, Abstract No. 108 and the Jabez Degman Survey, Abstract No. 279, Collin County, Texas, being a portion of that certain Lot 2, Block B, Granite Park Phase II as shown by the Revised Conveyance Plat recorded in Cabinet N, Pages 466 and 467 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point lying North  $76^{\circ} 56' 07''$  West, 63.06 feet from the southeast corner of said Lot 2, being the southwest corner of Lot 1, Block B as shown by the plat mentioned above and lying in the north right-of-way line of Granite Parkway (a variable width right-of-way);

THENCE South  $75^{\circ} 44' 54''$  West, 85.37 feet to a point;

THENCE North  $21^{\circ} 45' 35''$  West, 70.10 feet to a point;

THENCE North  $68^{\circ} 14' 25''$  East, 72.01 feet to a point;

THENCE South  $21^{\circ} 45' 35''$  East, 45.54 feet to a point;

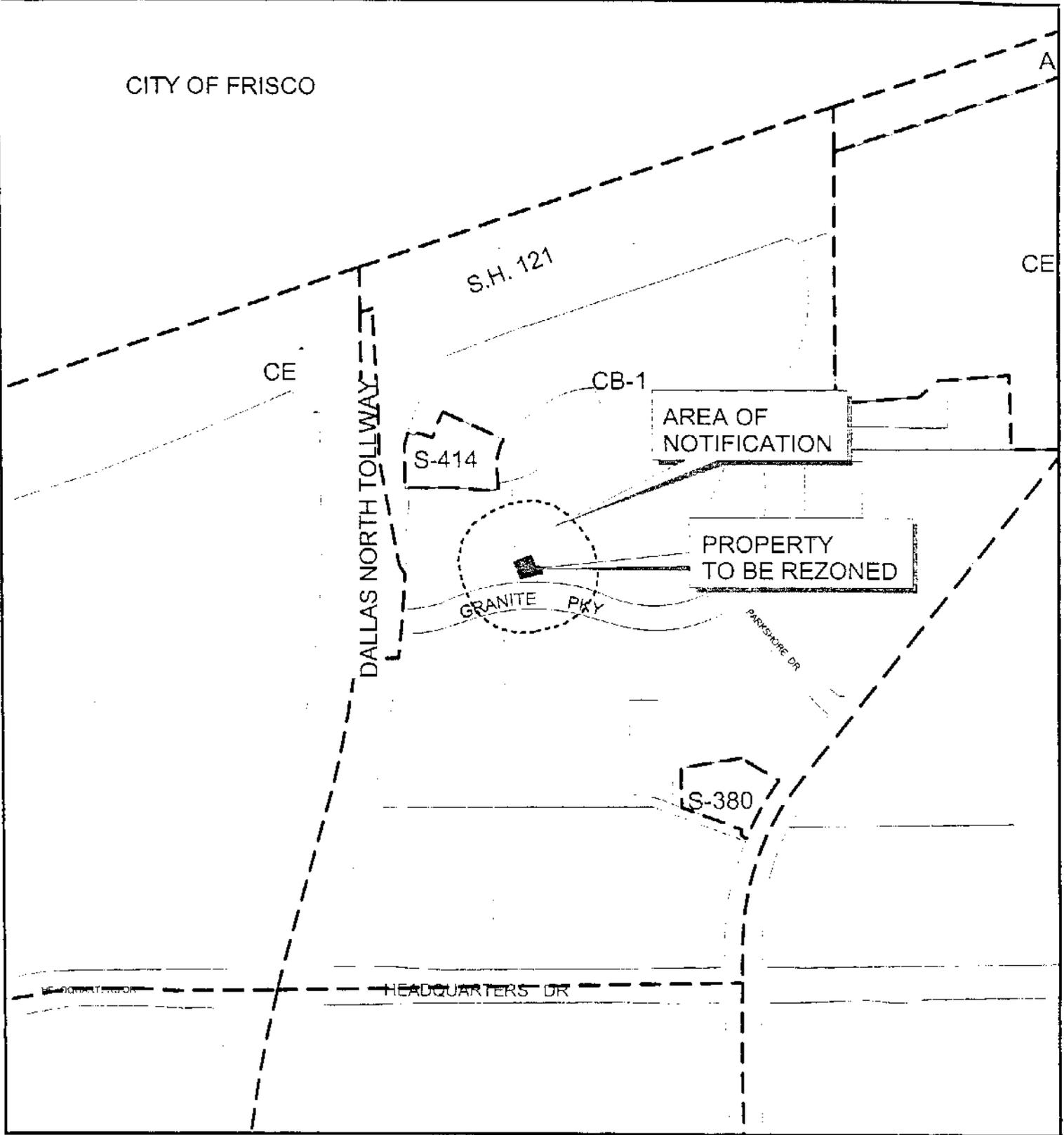
THENCE North  $68^{\circ} 14' 53''$  East, 8.19 feet to a point;

THENCE South  $65^{\circ} 11' 56''$  East, 15.48 feet to a point;

THENCE South  $07^{\circ} 32' 15''$  East, 25.24 feet to the PLACE OF BEGINNING, containing 5,915 square feet of land.

4-8

CITY OF FRISCO



**ZONING CASE  
# 2002-51**

**EXISTING ZONING:  
CB-1**



4-9  
200' Notification  
Buffer

October 22, 2002

**TO:** Honorable Mayor & City Council  
**FROM:** Lee Dunlap, Chairman, Planning & Zoning Commission   
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2002

At its meeting of October 21, the Planning & Zoning Commission took action on the following:

**Public Hearing:** Zoning Case 2002-52

**Applicant:** Seoul Enterprises

**DESCRIPTION:**

A request to rezone 10.0± acres on the southwest corner of Hedgcoxe Road and Custer Road **from** Retail (R) **to** Planned Development-Retail (PD-R) to allow mini-warehouse/public storage as an additional use and to amend setback standards. Zoned Retail with Specific Use Permit No. 453 (R w/SUP #453) for a Day Care Center. Neighborhood #11.

**APPROVED:** 4-2 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **FAVOR:** 1 **OPPOSE:** 3

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **FAVOR:** 0 **OPPOSE:** 3

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

**STIPULATIONS:**

Recommended for approval as PD-R subject to the following stipulations:

1. Mini-warehouse/public storage use is an additional allowed use.
2. A zero rear yard setback is allowed for the mini-warehouse/public storage use. The exterior walls of the mini-warehouse/public storage buildings shall be allowed on the south property line and the west property line as part of the required screening wall. Freestanding walls must connect the buildings to form a solid continuous screen wall of uniform height.
3. Maximum height of mini-warehouse/public storage buildings abutting residential uses shall be eleven feet.
4. Screening walls and building facades for the mini-warehouse/public storage use fronting Hedgcoxe Road must be brick construction.

The Commissioners voting in opposition expressed concerns with the zero rear yard setback.

CDL/rh

**FOR CITY COUNCIL MEETING OF:** November 11, 2002 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

xc: Seoul Enterprises  
Michael Peoples  
Lanae Jobe, Sr. Administrative Assistant

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2002

**Agenda No. 12A**

**Public Hearing: Zoning Case 2002-52**

**Applicant: Seoul Enterprises**

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**DESCRIPTION:**

A request to rezone 10.0± acres on the southwest corner of Hedgcoxe Road and Custer Road from Retail (R) to Planned Development-Retail (PD-R) to allow mini-warehouse/public storage as an additional use and to amend setback standards. Zoned Retail with Specific Use Permit No. 453 (R w/SUP #453) for a Day Care Center. Neighborhood #11.

**REMARKS:**

The applicant is requesting to rezone the property to PD-R to allow the mini-warehouse/public storage use and to request a zero rear-yard setback to place the exterior walls of the mini-warehouse/public storage buildings on the south and west property lines as part of the required screening wall. The R zoning district requires a minimum rear yard setback of ten feet where no alley abuts the rear property line.

The current zoning is Retail with Specific Use Permit No. 453 (R w/SUP #453) for a Day Care Center. The R zoning district is 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 or warehousing. SUP #453 for a Day Care Center was approved in 2001, but will not be developed.

The requested zoning is PD-R. PD 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 on-site conditions.

The property to the west and south is zoned Single-Family-6 (SF-6) and is developed as single-family residential. A preliminary site plan/concept plan for Southwest Custer-Hedgcoxe Addition, Block A, Lots 1-3, is submitted in conjunction with the zoning case (next agenda item). The applicant is proposing 80,800 square feet of storage, with 400 square feet of office and 1,600 square feet for the caretaker's residence, with the exterior walls of the mini-warehouse/public storage buildings placed on the south and west property lines as part of the required screening wall. The proposed height of the screening wall is six feet; the proposed height of the buildings adjacent to residential is eleven feet.

**Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this area as appropriate for Neighborhood Commercial uses. The existing Retail zoning complies with the designation.

**Adequacy of Public Facilities** - Water and sewer are available.

**Traffic Impact Analysis (TIA)** - A Traffic Impact Analysis is not required.

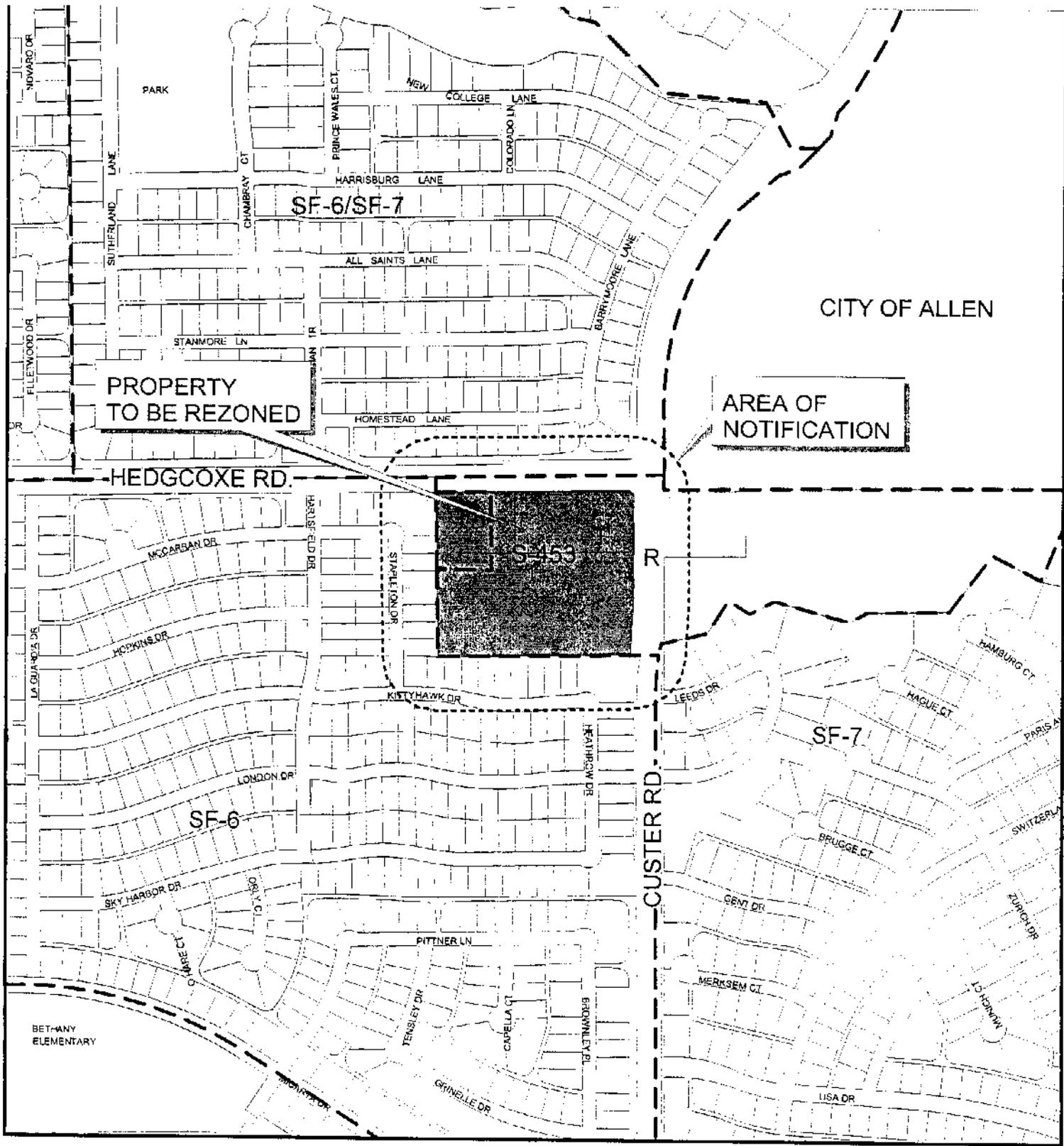
The Zoning Ordinance was amended in 2002 to allow mini-warehouse/public storage use by SUP in the R district and to allow a maximum 50% lot coverage for mini-warehouse/public storage developments in the R, Light Commercial, and Central Business-1 zoning districts. However, the zero rear yard setback cannot be addressed as part of an SUP. The applicant is requesting a PD-R district to allow the zero rear yard setback on the south property line. There is no side yard setback requirement in the R district. The zero setback will allow the exterior walls of the mini-warehouse/public storage buildings to be placed on the south and west property lines as part of the required screening wall.

Staff supports the applicant's request to allow a zero rear yard setback. Since the setbacks cannot be addressed as part of an SUP approval, the request for a PD-R district is appropriate in order to amend the use, setback and development standards of the mini-warehouse/public storage development.

**RECOMMENDATION:**

Recommended for approval as PD-R subject to the following stipulations:

1. Mini-warehouse/public storage use is an additional allowed use.
2. A zero rear yard setback is allowed for the mini-warehouse/public storage use. The exterior walls of the mini-warehouse/public storage buildings shall be allowed on the south property line and the west property line as part of the required screening wall. Freestanding walls must connect the buildings to form a solid continuous screen wall.
3. Maximum height of buildings abutting residential uses shall be eleven feet.



**ZONING CASE  
# 2002-52**

**EXISTING ZONING:  
RETAIL w/S-453**



200' Notification  
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ORDINANCE NO. \_\_\_\_\_  
(Zoning Case 2002-52)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, SO AS TO REZONE 10.0± ACRES OUT OF THE GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 499, LOCATED ON THE SOUTHWEST CORNER OF HEDGCOXE ROAD AND CUSTER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM RETAIL TO PLANNED DEVELOPMENT-143-RETAIL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, 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 11th day of November, 2002, for the purpose of considering rezoning 10.0± acres out of the Grizzell Kennedy Survey, Abstract No. 499, located on the southwest corner of Hedgcoxe Road and Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-143-Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of November, 2002; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to rezone 10.0± acres out of the Grizzell Kennedy Survey, Abstract No. 499, located on the southwest corner of Hedgcoxe Road and Custer Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-143-Retail; said property being described in the legal description on Exhibit "A" attached hereto.

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

1. Mini-warehouse/public storage use is an additional allowed use.
2. A zero rear yard setback is allowed for the mini-warehouse/public storage use. The exterior walls of the mini-warehouse/public storage buildings shall be allowed on the south property line and the west property line as part of the required screening wall. Freestanding walls must connect the buildings to form a solid continuous screen wall of uniform height.
3. Maximum height of mini-warehouse/public storage buildings abutting residential uses shall be eleven feet.
4. Screening walls and building facades for the mini-warehouse/public storage use fronting Hedgcoxe Road must be brick construction.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land situated in the City of Plano, Collin County, Texas out of the Grizzell Kennedy Survey, Abstract No. 499 and being a portion of a tract of land described in General Warranty Deed recorded in Volume 4780, Page 1037 in the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the south line of Hedgcoxe Road, same point being the most northerly northeast corner of Block A of Hunters Landing Phase IA, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Cabinet H, Page 321 of the Map Records of Collin County, Texas;

THENCE North  $89^{\circ} 03' 54''$  East, along the south line of Hedgcoxe Road, a distance of 713.66 feet to a point for corner;

THENCE South  $44^{\circ} 54' 3''$  East along a corner clip at the intersection of south Hedgcoxe Road with the west line of Custer Road for a distance of 21.08 feet to a point for corner;

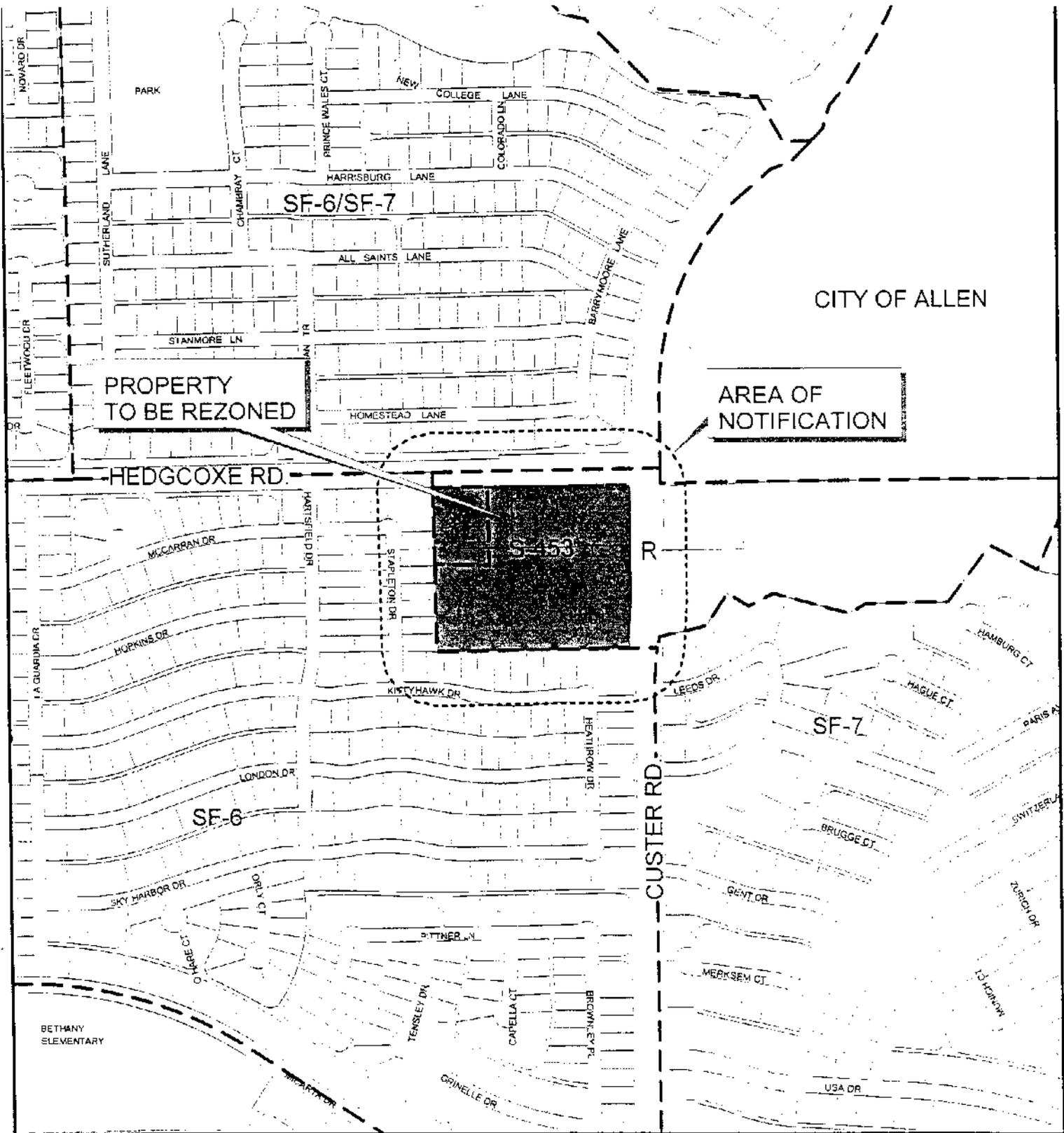
THENCE South  $00^{\circ} 27' 09''$  West along the west line of Custer Road for a distance of 408.17 feet to a point for corner;

THENCE South  $04^{\circ} 06' 1''$  West continuing along the west line of Custer Road for a distance of 149.32 feet to a point for corner;

THENCE South  $01^{\circ} 13' 46''$  West continuing along the west line of Custer Road for a distance of 36.33 feet to a point for corner, same point being the northeast corner of said Block A of Hunters Landing Phase IA;

THENCE South  $89^{\circ} 03' 15''$  West, along the said north line of Block A, a distance of 703.81 feet to a point for corner at an interior corner of said Block A;

THENCE North  $00^{\circ} 56' 4''$  West, along the east line of said Block A, a distance of 608.40 feet to the POINT OF BEGINNING and containing a computed area of 437,591 square feet or 10.046 acres of land.



**ZONING CASE  
# 2002-52**

**EXISTING ZONING:  
RETAIL w/S-453**



200' Notification  
Buffer